



CITY OF
OTTUMWA

**AMENDED AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 18
Council Chambers, City Hall

July 11, 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 Special Meeting No. 16 on June 14, 2023 and Regular Meeting No. 17 on June 20, 2023 as presented.
 2. Civil Service Commission Eligibility Lists for June 27, 2023: Police Officer Entrance.
 3. Beer and/or liquor applications for: Courtside Bar & Grill, 2511 N. Court, with Outdoor Service Area; Smokin' Joe's Tobacco & Liquor Outlet #5, 1115 Albia Rd.; Morgan's Corner Bar & Grill, 436 W. Second St.; Morgan's Corner Bar & Grill temporary outdoor service area on 7/29-7/30/2023; all applications pending final inspections.
- C APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Greater Ottumwa Partners in Progress (GoPIP) quarterly update.

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:
- G. ORDINANCES:
- H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:
1. 2023 RFP#3 – Hamilton Street Pavement Repair Project.

RECOMMENDATION: Award contract for 2023 RFP#3 – Hamilton Street Pavement Repair project to DC Concrete and Construction of Douds, Iowa in the amount of \$6,140 and authorize the Mayor to sign the contract.

2. Janitorial Contract for the Law Enforcement Center.

RECOMMENDATION: Extend contract period with Dixie's Cleaning Service for an additional twelve months for the Law Enforcement Center.

3. Replacement of exhaust ducts at WPCF.

RECOMMENDATION: Approve the replacement of exhaust ducts for the Reznor heater and heat exchange units at WPCF for the best quote \$6,506.

- **4. Consideration of Advice and Recommendation of Attorney to accept a Settlement Agreement and Release of All Claims between the City and Christopher Bettin.

RECOMMENDATION: Accept Settlement Agreement and Release of all Claims between the City and Christopher Bettin.

I. RESOLUTIONS:

1. Resolution No. 105-2023, approving a temporary wage rate adjustment for Interim Public Works Director.

RECOMMENDATION: Pass and adopt Resolution No. 105-2023.

2. Resolution No. 106-2023, approving the acceptance of a gift of real property (Lot 53, Highland Park Addition) to the City from Deborah and Michael Jewell.

RECOMMENDATION: Pass and adopt Resolution No. 106-2023.

3. Resolution No. 109-2023, approving Change Order No. 1 and accepting the work as final and complete for the 2020 Sidewalk Drop Program.

RECOMMENDATION: Pass and adopt Resolution No. 109-2023.

4. Resolution No. 111-2023, awarding the 2023 RFP#2 – James Street Sewer Repair Project to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$24,550 and authorizing the Mayor to sign the contract.

RECOMMENDATION: Pass and adopt Resolution No. 111-2023.

5. Resolution No. 112-2023, approving an Agreement with Greater Ottumwa Partners in Progress (GoPIP) for Provision of Economic Development Services for the period of July 1, 2023 through June 30, 2024 and authorize the Mayor to sign on behalf of the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 112-2023.

6. Resolution No. 113-2023, designating a portion of Jefferson Street Viaduct with the Honorary Name – Skip Stevens Memorial Bridge.

RECOMMENDATION: Pass and adopt Resolution No. 113-2023.

7. Resolution No. 114-2023, approving the Compensation Handbook as presented and make it a part of our current employee handbook.

RECOMMENDATION: Pass and adopt Resolution No. 114-2023.

8. Resolution No. 115-2023, approving updates to Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 115-2023.

9. Resolution No. 116-2023, awarding the contract for the City of Ottumwa Historic Preservation Plan to the Lakota Group, with proposed total fees of \$45,700.

RECOMMENDATION: Pass and adopt Resolution No. 116-2023.

10. Resolution No. 117-2023, approving Change Orders No. 9, 10 and 11 for the North Market Façade Project (CDBG 20-CVN-024).

RECOMMENDATION: Pass and adopt Resolution No. 117-2023.

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

Recess – Council will reconvene in Room 108 for closed session proceedings.

Regular Meeting No. 18
Room 108, City Hall

July 11, 2023
6:00 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation and his employment contract.
2. Return to open session for any related action and/or to adjourn.

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. *****

****AMENDED – Added Item H-4 to Agenda discussion.**



CITY OF
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/10/23 TIME: 9:10 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

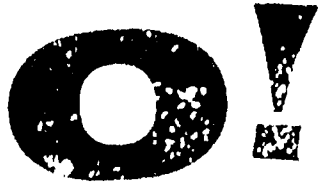
FROM: Christina Reinhard

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

MEMO: ** AMENDED Agenda for the Regular City Council Meeting #18 to be held on
7/11/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO.	3340	
DEPT. ID	4717	
PGS.	4	
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



CITY OF

O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/10/23 TIME: 9:10 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

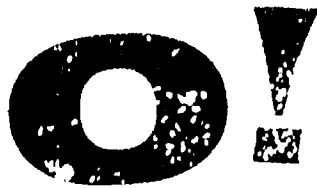
FROM: Christina Reinhard

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

MEMO: **AMENDED Agenda for the Regular City Council Meeting #18 to be held on 7/11/2023 at 5:30 P.M.

*** TX REPORT ***

JOB NO.	3340	
DEPT. ID	4717	
ST. TIME	07/10 09:09	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



CITY OF
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/10/23 TIME: 9:10 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: **AMENDED Agenda for the Regular City Council Meeting #18 to be held on 7/11/2023 at 5:30 P.M.



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 18
Council Chambers, City Hall

July 11, 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 Special Meeting No. 16 on June 14, 2023 and Regular Meeting No. 17 on June 20, 2023 as presented.
 2. Civil Service Commission Eligibility Lists for June 27, 2023: Police Officer Entrance.
 3. Beer and/or liquor applications for: Courtside Bar & Grill, 2511 N. Court, with Outdoor Service Area; Smokin' Joe's Tobacco & Liquor Outlet #5, 1115 Albia Rd.; Morgan's Corner Bar & Grill, 436 W. Second St.; Morgan's Corner Bar & Grill temporary outdoor service area on 7/29-7/30/2023; all applications pending final inspections.

C APPROVAL OF AGENDA

- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Greater Ottumwa Partners in Progress (GoPIP) quarterly update.

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:

G. ORDINANCES:

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

1. 2023 RFP#3 – Hamilton Street Pavement Repair Project.

RECOMMENDATION: Award contract for 2023 RFP#3 – Hamilton Street Pavement Repair project to DC Concrete and Construction of Douds, Iowa in the amount of \$6,140 and authorize the Mayor to sign the contract.

2. Janitorial Contract for the Law Enforcement Center.

RECOMMENDATION: Extend contract period with Dixie's Cleaning Service for an additional twelve months for the Law Enforcement Center.

3. Replacement of exhaust ducts at WPCF.

RECOMMENDATION: Approve the replacement of exhaust ducts for the Reznor heater and heat exchange units at WPCF for the best quote \$6,506.

I. RESOLUTIONS:

1. Resolution No. 105-2023, approving a temporary wage rate adjustment for Interim Public Works Director.

RECOMMENDATION: Pass and adopt Resolution No. 105-2023.

2. Resolution No. 106-2023, approving the acceptance of a gift of real property (Lot 53, Highland Park Addition) to the City from Deborah and Michael Jewell.

RECOMMENDATION: Pass and adopt Resolution No. 106-2023.

3. Resolution No. 109-2023, approving Change Order No. 1 and accepting the work as final and complete for the 2020 Sidewalk Drop Program.

RECOMMENDATION: Pass and adopt Resolution No. 109-2023.

4. Resolution No. 111-2023, awarding the 2023 RFP#2 – James Street Sewer Repair Project to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$24,550 and authorizing the Mayor to sign the contract.

RECOMMENDATION: Pass and adopt Resolution No. 111-2023.

5. Resolution No. 112-2023, approving an Agreement with Greater Ottumwa Partners in Progress (GoPIP) for Provision of Economic Development Services for the period of July 1, 2023 through June 30, 2024 and authorize the Mayor to sign on behalf of the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 112-2023.

6. Resolution No. 113-2023, designating a portion of Jefferson Street Viaduct with the Honorary Name – Skip Stevens Memorial Bridge.

RECOMMENDATION: Pass and adopt Resolution No. 113-2023.

7. Resolution No. 114-2023, approving the Compensation Handbook as presented and make it a part of our current employee handbook.

RECOMMENDATION: Pass and adopt Resolution No. 114-2023.

8. Resolution No. 115-2023, approving updates to Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 115-2023.

9. Resolution No. 116-2023, awarding the contract for the City of Ottumwa Historic Preservation Plan to the Lakota Group, with proposed total fees of \$45,700.

RECOMMENDATION: Pass and adopt Resolution No. 116-2023.

10. Resolution No. 117-2023, approving Change Orders No. 9, 10 and 11 for the North Market Façade Project (CDBG 20-CVN-024).

RECOMMENDATION: Pass and adopt Resolution No. 117-2023.

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

Recess – Council will reconvene in Room 108 for closed session proceedings.

Regular Meeting No. 18
Room 108, City Hall

July 11, 2023
6:00 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation and his employment contract.
2. Return to open session for any related action and/or to adjourn.

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: 7/6/2023 TIME: 12:45 PM NO. OF PAGES 4
Refax 12:47
(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 #18 to be held on 7/11/2023 at 5:30 P.M.

** Please see corrected Agenda.*

*** FAX MULTI TX REPORT ***

JOB NO. 3335
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916416847834
916606271885
916416823269
ERROR 916416828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/6/2023 TIME: 12:45 PM NO. OF PAGES 4
(Including Cover Sheet)

Refax 12:47

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 #18 to be held on 7/11/2023 at 5:30 P.M.

** Please see corrected Agenda.*

*** TX REPORT ***

JOB NO.	3335	
DEPT. ID	4717	
ST. TIME	07/06 12:47	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



FAX COVER SHEET

City of Ottumwa

Refax 12:47

DATE: 7/6/2023 TIME: 12:45 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

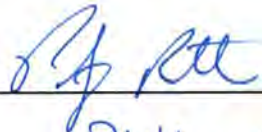
FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 7/11/2023 at 5:30 P.M.

** Please see corrected Agenda.*

The undersigned hereby requests a Closed Session of the Ottumwa City Council on July 11, 2023, pursuant to Code of Iowa §21.5(1)(i) "to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injuring to that individual's reputation and that individual requests a closed session."

Signature: 

Name (printed): Philip Rath

Date: 6/28/2023

received
6-28-23 11:5AM

SPECIAL MEETING NO. 16
Council Chambers, City Hall

June 14, 2023
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

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

Galloway moved, seconded by McAntire to approve agenda as presented. Motion carried 4-1. Roe did not vote.

Gallagher Wage Study presentation. HR Dir. Codjoe introduced Mike Verdoorn, Principal, Public Sector & Higher Education with Gallagher. Maria Zelinsky was present along with Senior Consultant Allen Johanning via phone.

Objectives of the Classification & Compensation study will allow the City of Ottumwa to develop an updated classification structure to build a salary structure that balances internal equity with the City and external competitiveness with the market. The City currently has 97 job titles; Gallagher recommended 24 Class Series and 73 Classifications that will help ensure job title consistency and simplifies the classification structure. A list of 48 benchmark job titles were identified by the Adv. Team & Gallagher (which represent approx. 75% of City employees). A custom survey was sent to comparable public sector organizations; with Market Data being available for 45 of the 48 benchmark jobs through this approach. After compilation of data, market comparisons show that overall, the City's base salary is highly competitive with the Full Market at the 50th percentile. Current salary structure is competitive at minimum, but misaligned at maximum. To help develop a new salary structure, Gallagher put together a salary range, a 30% range spread was used to calculate the minimum and maximum of the pay ranges off of the 50th or 75th percentile based midpoint. Within each range, 13 steps were calculated for progression from minimum to maximum. Phased implementation options – target structure can be implemented over 2-3 years. The City is slightly behind the Market average COLA adjustment. Want to move our salary structures to try and alleviate the lag in COLA increases. Also need to decide if increases are based on tenure or merit. The City should annually review its internal alignment and classification of jobs to ensure proper leveling between jobs.

What sort of timeline are we looking at? Codjoe stated ideally she would like to bring the salary framework/structure and compensation strategy before Council on July 11 for approval. We may need to look at another work session before then.

McAntire asked if they can see from Finance Dir. how much money is coming from franchise fees; to get all employees up to where they need to be. I'm not comfortable voting on something until we know how the franchise fees work.


Roe would also like to see the 2nd and 3rd year projection on salaries; based on what we know for bond and general debt obligation. How will these projections affect the City's cash flow over the next few years?

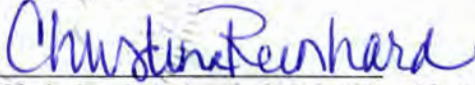
Mayor Pro Tem Roe inquired if anyone from the audience wished to address any items before Council. There were none.

There being no further business, Galloway moved, seconded by McAntire that the mtg. adjourn. Motion carried 4-1. Roe did not vote.

Adjournment was at 6:34 P.M.

ATTEST:




Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Marc Roe, Mayor Pro Tem

Published in the Ottumwa Courier on June 24, 2023.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 17
Council Chambers, City Hall

June 20, 2023
5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

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

Pope moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 13 on May 16, 2023, Special Mtg. No. 14 on June 2, 2023 as presented; Ack. of March and April financial rpt. and pymt. of bills as submitted by Finance Dept. Recommend appointment of James Carlson to Cemetery Brd. of Trustees, term to exp. 7/1/28 due to a vacancy; re-appointment of Joyce Kramer to Brd. of Library Trustees, term to exp. 7/1/29; re-appointment of John Hunolt to Cemetery Brd. of Trustees, term to exp. 7/1/30; re-appointments of Amy Norris Hernandez, Gaylon Davis, and Nathan Wilson to Human Rights Commission, terms to exp., 7/1/26; Res. No. 96-2023, approving updated Salary Schedule; Res. No. 97-2023, approving Wapello County/City of Ottumwa Law Enforcement Center Maint. Budget for FY24; Res. No. 98-2023, auth. destruction of certain records according to Code of IA, 2017, as amended; Cigarette Permit Applications for: Elliott Oil – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court), Penn & Jeff BP (1147 N. Jefferson), Richmond & Ferry BP (720 Richmond Ave.), West Second BP (1049 W. Second), Casey's General Stores - #7 (1001 E. Main), #1678 (346 Richmond Ave.), #2208 (1603 W. Second), #1886 (504 W. Mary), Fareway Stores #648 (1325 Albia Rd.), Smokin Hot, LLC (2604 N. Court, Suite A), Walgreens #1301 (327 W. 4th St.), Dollar Gen. #7179 (721 N. Quincy Ave.), Dollar Gen. #2898 (921 E. Main), Dollar Gen. #24713 (1235 Hutchinson Ave.), Hy-Vee #2 Fast & Fresh (2547 N. Court), Hy-Vee #2 Food Store (2453 N. Court), Hy-Vee Drugstore (1140 N. Jefferson), Hy-Vee #1 Food Store (1025 N. Quincy), Hy-Vee #1 Fast & Fresh (1027 N. Quincy), Walmart #1285 (1940 Venture Dr.), Smokin' Joe's Tobacco & Liquor Outlet #5 (1115 Albia Rd.), Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main), Murphy USA #6945 (1939 Venture Dr.), Ross Tobacco Shop, LLC (129 E. Second); Yesway #1012 (2508 N. Court), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second), Yesway #1030 (1317 E. Mary); MAD Ave. Quik Shop (405 S. Madison Ave.); Beer and/or liquor applications for: Cobblestone Hotel & Suites and Wissota Chophouse, 108 Church St.; Jade Palace, 1404 Sherwood; Mike's Pizza & Steakhouse, 2517 Northgate; Yesway Store #10012, 2508 N. Court; Yesway Store #10013, 534 Church St.; Yesway Store #10030, 1317 E. Mary St.; Yesway Store #10014, 502 W. Second; Hy-Vee Ottumwa Area Greater Ottumwa Partners in Progress, temp. OSA at Jimmy Jones Shelter 7/1-7/2/2023; Uncle Buck's Bar & Grill, 518 Church St., temp. OSA on 7/14/2023; Main St. Ottumwa, Dive in Movie at the Beach two special 5 day events 6/29-7/3/23 and 7/27-7/31/23 at 101 Church St.; Appanoose Rapids, perm. premise transfer from 332 E. Main to 328 E. Main, Suite 101; Appanoose Rapids, 328 E. Main, Suite 101; all applications pending final inspections. Motion carried 4-1. Absent: Roe.

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

City Admin. Rath introduced members of Human Rights Commission. Mr. Fenner stated the purpose of the Human Rights Commission is to increase awareness, understanding and appreciation of diversity, equity and inclusion within the community; and to proclaim a public policy of nondiscrimination by securing freedom from discriminatory practices based on a person's race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability as defined in I.C.A. ch. 126 ("Protected Groups"), protecting individual dignity, ensuring their full productive capacities, preserving the public safety, health, and general welfare, and promoting the interests, rights, and privileges of individual citizens within the city.

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 on proposal to convey certain real property known as 1531 Mable St., Ottumwa, Wapello County, IA, to Alissa Welch. P & Z Coordinator Rusch reported one bid was rec'd on May 11, 2023. No objections rec'd. McAntire moved, seconded by Galloway to close the public hearing. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire that Res. No. 90-2023, approving and auth. conveyance of certain real property known as 1531 Mable St., Ottumwa, IA, to Alissa Welch for the sum of \$300, be passed and adopted. Motion carried 4-1. Absent: Roe.

Pope moved, seconded by McAntire to pass second consideration of Ord. No. 3212-2023, est. solid waste fees for noncommercial establishments by repealing and replacing Section 31 ½ - 35 of the Municipal Code of the City of Ottumwa. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire to waive third consideration, pass and adopt Ord. No. 3212-2023. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Hull to pass third consideration and adopt Ord. No. 3213-2023, amending Code of Ord. by changing zoning classification of property known as 526 E. Second from R-4 to C-2 in the City of Ottumwa, Wapello County, IA. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Pope to pass the third consideration and adopt Ord. No. 3214-2023, amending Code of Ord. by changing zoning classification of property known as 1508 Albia Rd. from C-1 to C-2 in the City of Ottumwa, Wapello County, IA. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire to auth. Comm. Dev. Dir. to sign order form for Placer.AI Location Services Data Program and agree to License Agt., one-yr. subscription \$20,000, City's portion \$10,000 after John Deere Foundation & Greater Ottumwa Partners in Progress contributed \$10,000. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire to approve purchase of light poles and fixtures for Troeger Parking Lot and Bridge View Parking Lot expansion project totaling \$16,901.28. Motion carried 4-1. Absent: Roe.

Galloway moved, seconded by McAntire that Res. No. 92-2023, approve Collective Bargaining Agt. with Ottumwa Police Union Teamster's Local #238, commencing on 7/1/23 through 6/30/28, be passed and adopted. Motion carried 4-1. Absent: Roe.

Pope moved, seconded by McAntire that Res. No. 93-2023, approving updates to Personnel Policy, be passed and adopted. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire that Res. No. 94-2023, awarding contract for demolition of 1054 & 1056 Tuttle to Environmental Edge, of Ottumwa, IA, in the amt. \$7,200, be passed and adopted. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire that Res. No. 95-2023, awarding contract for asbestos abatement and demolition of 301 N. Graves to Dan Laursen of Ottumwa, IA, for \$6,800 for Asbestos removal and \$18,000 for demolition total \$24,800, be passed and adopted. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Galloway that Res. No. 99-2023, approving Final Plat of Christner's First Subdivision in the City of Ottumwa, Wapello County, IA, be passed and adopted. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Galloway that Res. No. 100-2023, accepting work as final and complete and approving final pay request for Ottumwa Campground Shower House & Office Bldg. Project, be passed and adopted. Original contract sum \$573,872; after change orders \$594,842 is new contract sum. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by McAntire that Res. No. 101-2023, approving three-yr. School Resource Officer Agt. between City of Ottumwa and Ottumwa Comm. School Dist., be passed and adopted. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Hull that Res. No. 102-2023, approve Change Order No. 2 for Blake's Branch Sewer Separation Ph. 8, Div. 1, East of Iowa Ave. Project, be passed and adopted. Motion carried 4-1. Absent: Roe.

Hull moved, seconded by Pope that Res. No. 103-2023, approve IDOT STBG/SWAP Application for North Court Reconstruction Project and auth. Mayor to sign, be passed and adopted. Motion carried 4-1. Absent: Roe.

McAntire moved, seconded by Galloway that Res. No. 104-2023, awarding Five-Yr. Agt. to Bergan KDV, Ltd. for audit services for the City (FY 23-27), be passed and adopted. Motion carried 4-1. Absent: Roe.

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

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

Adjournment was at 6:40 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on June 29, 2023.

OTTUMWA CIVIL SERVICE COMMISSION

POLICE OFFICER – Entrance Eligibility List

1. Giovanni Nuno *Certified Ofc. In IA
1. Elisha Bunton
2. Tammi Anderson

Certified June 27, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner



GREATER
OTTUMWA

[PARTNERS IN PROGRESS]



OTTUMWA CITY COUNCIL

JULY 11, 2023

Item No. D-1.

“It’s not enough that we do our best; sometimes we have to do what’s required.”

- Winston Churchill

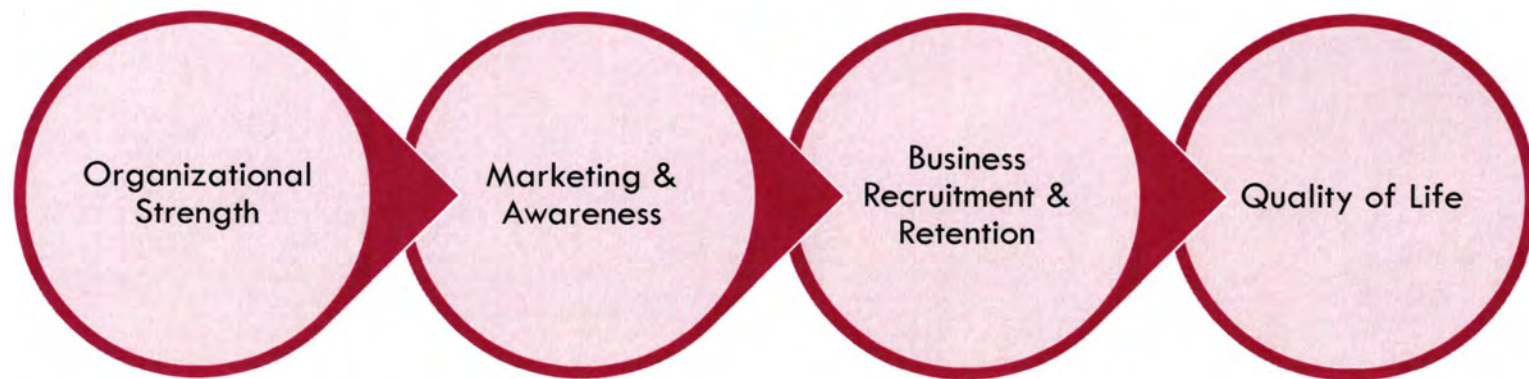


NEW STAFF ANNOUNCEMENT

- Jason Bolinger, Digital Media Specialist
 - 20+ years Cinematography Experience
 - Award winning for film production
 - 20+ Years Audio Production Experience
 - 10+ Years Event Production Experience
 - Public Service Experience



OUR GOALS



ORGANIZATIONAL HEALTH

- **Membership**
 - **Member Retention FY 2022-23 90.5%**
 - **New Members FY 2022-23 13**
- **GOPIP Ambassadors**
 - **Increased engagement:**
 - **3 new Ambassadors**
 - **1 reactivated Ambassador**
 - **27 Ribbon Cutting Events**



LEGISLATIVE ADVOCACY

- Eggs And Issues
 - Housing
 - Childcare
 - Mental Health
 - Rural Infrastructure
- Community Forum (Ottumwa Community Schools)
 - Collaboration with Ottumwa League of Women Voters

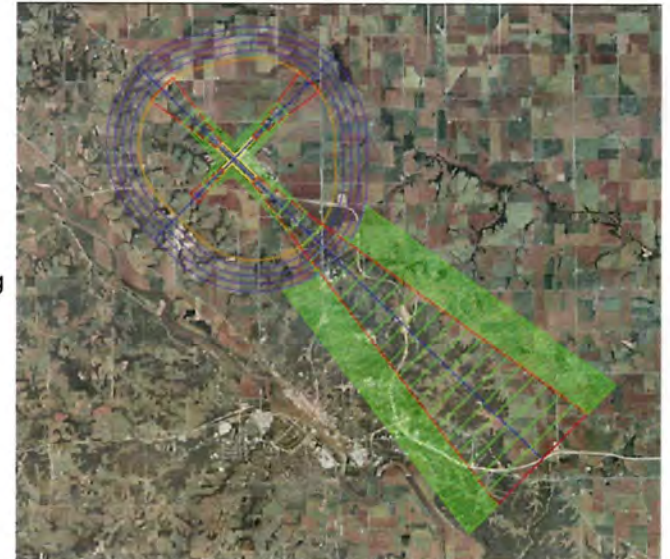


BRAND AWARENESS

- GOPIP.ORG
 - 57% Increase in Traffic to “Available Buildings/Sites” since remapping
 - 5% Overall increase in new unique visitors to website
- Social Media
 - Facebook 36% Organic growth since July, 2022
 - Instagram 25% Organic growth since July, 2022
 - Launch of TikTok account
- Talk Ottumwa!
 - Over 800 unique downloads
 - Over 2,000 streams

ECONOMIC DEVELOPMENT

- Childcare Initiative
 - Downtown Architectural Design Completed, Capital Campaign Launched
 - Negotiating Lease Rate for additional 125 slot facility at ORHC
 - Working with DIA/DHS licensed provider for future operations management
- Airport Assessment and Planning
 - Draft Complete and reviewed, awaiting final documents for public viewing
- Helgerson Flats
 - Model Site Plan completed with assistance of Wapello County Engineer
 - Exploring Access options with State of Iowa
 - Completed 4 RFI's for future use, 2 inquiries



ECONOMIC DEVELOPMENT (CONT.)

- Retail Development
 - Retail Strategies
 - Downtown
 - Draft Downtown Strategies plan completed, awaiting public delivery
 - Global City
 - Re-engagement with QPM owners
 - Marketing of Ottumwa in Chicago, Dallas, Las Vegas
 - Attendance of Las Vegas ICSC with Zach Simonson (City of Ottumwa) and Fred Zesiger (Main St. Ottumwa)
- Housing
 - Active partner in Mission 500
 - Meetings with Local Developers for new housing development (Market Rate)

ECONOMIC DEVELOPMENT (CONT.)

- Workforce Development
 - South Central Iowa Workforce Development Board
 - Partnership – Lightcast Data
 - iJAG
 - Mentoring future workforce of Ottumwa
 - Educators in the Workplace
 - The Ottumwa Courier, Gregg Young Auto, Re/Max Pride, McCune and Reed Insurance
- Church Street Business District
 - 2 Meetings Held with Property owners/Business owners
 - Immediate Actionable Items
 - Security
 - Littering, Property Crime, Security Cameras
 - Walkability
 - Beautification
- Data Analytics
 - Joint funding Venture with City of Ottumwa, Placer.ai software



GOPIP Rodeo 2022/2023
Time Compare



ECONOMIC DEVELOPMENT (CONT.)

- Wayfinding
 - Reignited Committee
 - Committed First \$10K to interior signage
 - Worked with Holly Berg, ORLF, Zach Simonson, Community Partners to complete design
 - Awaiting Bids to complete project
 - Land Development Acquisition Assistance
 - 4 Retail, 5 Healthcare, 2 multi-state operator, 1 restaurant, 2 Housing Developers, 1 Real Estate



EVENTS

- **Lean In (Women In Leadership) – New Event for 2023**
 - Total Attendance 198
- **Greater Ottumwa Rodeo**
 - Increased paid attendance 38%, 7% Sponsorship increase
- **GOPIP Golf Classic**
 - (July 2023) Event Booked Full Capacity
- **Partners in Progress Annual Banquet (October 2022)**
 - 152 participants
- **Lemonade Day (May 2022)**
 - 40% Increase Student Participation
 - \$5,200 in student generated sales, more than \$2,500 donated back to community
- **Holiday Nights 'N Lights**
 - Over 3,400 paid entries
 - Increase of more than 30 displays



WHAT'S NEXT?

- **Workforce**
 - **New Collaborations with SCIWDB, OCSD, IHCC**
- **Economic Development Foundation 501 (c)3**
 - **Small Business Revolving Loan Program**
 - **Scholarship program launch**
- **Future Land Development**
- **New Service Lines (Non-Dues Revenue)**
- **Further expansion into Wapello County**

QUESTIONS?



received
7.5.23 1240p

Item No. H.-1.

CITY OF OTTUMWA

Staff Summary

copy

**** ACTION ITEM ****

Council Meeting of: July 11, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

R. R. R.
City Administrator Approval

AGENDA TITLE: Award the 2023 RFP #3 Hamilton Street Pavement Repair project and authorize the Mayor to sign the Contract.

****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: Award the project and authorize the Mayor to sign the Contract.

DISCUSSION: This project is to remove and replace 8" PCC pavement located on Hamilton Street at the intersection of Milner Street. The Contractor shall be responsible for saw cutting, removal and disposal of approximately 40 SY of PCC pavement, excavating and placing and finishing approximately 40 SY of 8" PCC pavement, sealing and site restoration.

The Request for Proposal was emailed to five (5) contractors and one (1) bid was received. The bid was received from DC Concrete and Construction of Douds, Iowa in the sum of \$6,140.00. Staff recommends the City Council award the contract to DC Concrete and Construction.

The pavement being repaired was damaged by a felled tree. The contractor's insurance has made a payment to the city to offset the funds being spent on repair.

A copy of the plan holders list is attached.

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 11 day July, 2023 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and DC Concrete & Construction, LLC of Douds, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **HAMILTON STREET PAVEMENT REPAIR** as stated in the attached **2023 RFP #3. 2023 RFP #3** and the signed proposal are included as part of this contract.

In the following location to wit; Hamilton Street; West Return, Intersection of Milner Street and North Court, Ottumwa Iowa.

It is understood and agreed: The Contract will be paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances and all OSHA, NFPA and ADA regulations.

Section 423.3 of the 2005 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **2023 RFP #3**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or

any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in duplicate on the date first herein written.

CITY OF OTTUMWA

Richard W. Johnson
Richard Johnson, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

CONTRACTOR

DC Concrete & Construction, LLC
Company Name

Bridget Coffman
Representative Signature

15476 Emerald RD
Company Address

Dows, IA 52551
City, State, Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Fortress Insurance Services, 2894 106th Street Suite 120 Urbandale IA 50322	CONTACT NAME: Chad McMullin PHONE (A/C, No, Ext): (515) 225-1712 E-MAIL ADDRESS: chad@thefortress.net	FAX (A/C, No): (515) 225-1749
	INSURER(S) AFFORDING COVERAGE	
INSURED DC Concrete & Construction Lic 15476 Emerald Rd Douds IA 52551-8104	INSURER A: Owners Insurance Company	NAIC # 32700
	INSURER B: Auto-Owners Insurance Co	NAIC # 18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2321413597 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		39269108	01/12/2023	01/12/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Premises/Operations \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		5426910800	01/12/2023	01/12/2024	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Ottumwa	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

REQUEST FOR PROPOSAL
RFP #3 HAMILTON STREET PAVEMENT REPAIR
CITY HALL 105 E. 3rd Street Ottumwa Iowa 52501

The City of Ottumwa, Iowa will be accepting proposals to remove and replace 8" PCC pavement located on Hamilton Street at the intersection of Milner Street.

Contractor shall be responsible for saw cutting, removal and disposal of approximately 40 SY of PCC pavement, excavating and placing and finishing approximately 40 SY of 8" PCC Pavement, sealing and site restoration. **All materials, labor, equipment, mobilization, traffic control, site restoration, backfilling, grading, seeding and fertilizing shall be considered incidental to the bid items. All items shall comply with SUDAS specifications.**

Hamilton Street Pavement Repair

Work to be done as follows:

1. Contractor shall be responsible for the removal and disposal of approximately 40 SY of PCC. Contractor shall full depth saw cut all pavement removals, removals will be marked out by Engineering. Care shall be taken during removals not to remove existing subbase material. All material, labor, and equipment necessary to complete the bid item shall be considered incidental.
2. This bid item is for the replacement of approximately 40 SY of 8" PCC pavement. *Concrete shall be placed on 6" of compacted road stone (EXISTING MODIFIED SUBBASE CAN BE REUSED AS LONG AS CARE WAS TAKEN TO MAINTAIN 6" DEPTH).* Use SUDAS PV-101 and 7040.101 for dowel placement and sizing requirement. All dowels shall be epoxied in place. All materials, labor, equipment necessary to complete the bid item shall be considered incidental.

All site restoration, mobilization and traffic control shall be considered incidental to the bid items.

Hamilton Street Pavement Repair

<u>Bid Items:</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
1. Pavement Removal	40	SY	\$140.00	\$5600.00
2. 8" PCC pavement	40	SY	\$13.50	\$540.00
			TOTAL	\$6140.00

Quantities are estimated for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, by 2:00 p.m. on June 14th, 2023** and clearly labeled 2023 RFP # 3 Hamilton Street Pavement Repair. Bid opening to be held at 2:00 p.m. on June 14th, 2020.

If there are any questions regarding bid proposal, please contact Scott McCarty, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 3:30 p.m. Monday through Friday

Contract Attached

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: HAMILTON STREET PAVEMENT REPAIR as designated by City of Ottumwa Engineering Department.

6/14/2023
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

<u>Hamilton Street Pavement Repair</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
<u>Bid Items:</u>				
1. Pavement Removal	40	SY	\$ 140.00	\$ 5,600.00
2. 8" PCC pavement	40	SY	\$ 13.50	\$ 540.00
			TOTAL	\$ 6,140.00

*Quantities for regular bid items will adjust accordingly in relationship to the boring.

November 15, 2023
APPROXIMATE START DATE

2 Years
WARRANTY, (Specify)

4 Days
TIME REQUIRED

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

DC Concrete & Construction
Name of Company

641-919-0636
Phone Number

By Budget Coffman
Authorized Signature

6/14/2023
Date

received
7-5-23 11AM

Item No. H.-2.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Police
Department

Lt. Hucks
Prepared By
Chad Farrington
Department Head



City Administrator Approval

AGENDA TITLE: Janitorial Contract for the Law Enforcement Center

 Public hearing required if this box is checked. City of Ottumwa, Iowa
1000 South State Street
Ottumwa, Iowa 52501
www.ciottumwa.org

RECOMMENDATION: Extend the contract period with Dixie's Cleaning Service for another 12 months with an option to extend an additional 12 months. The shared spaces bid price for the first 12 month extension is \$310.00 per month and for the Ottumwa Police Department \$1650.00 per month. Year 2 costs \$320.00 and \$1700.00. Authorize the Mayor to extend the contract.

DISCUSSION: The current pricing of the contract, an annual agreement for services fall between \$15,000-\$25,000 range. Purchases over \$15,000.00 up to \$25,000.00. Purchases of materials, supplies, equipment and contractual services costing over \$15,000.00 up to \$25,000.00 shall be made on the basis of requisitions (purchase orders) subject to the provisions of this Code, state law, and the rules and guidelines established by the director of finance, subject, however, to the provision that said purchases shall not be made until at least two sealed bids have been received, or in the

Source of Funds: 001-110-6409

Budgeted Item: Budget Amendment Needed:

alternative, negotiation has been completed after first obtaining two or more quotations without the formalities of sealed bids; however, except as hereinafter prohibited, in any case where it is clearly to the advantage to the city to make said purchase without said sealed bids or quotations or where said sealed bids or two or more quotations have been solicited but not received, the city council, upon recommendation of the director of finance, may authorize said purchase be made in the open market. City Code sec. 2-233(c).

The city Finance director authorizes the extension as presented.

\$23,920.00 is budgeted, which includes other needed supplies.

received
7.5.23 12:40pm

Item No. H.-3.

Revision
[Redacted]

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 11, 2023

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Phillip Burgmeier *PB*
Interim Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Replacement of exhaust ducts

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

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

RECOMMENDATION:

Approve the replacement of the exhaust ducts from the Reznor heater and heat exchange units.

DISCUSSION: This is to replace corroded exhaust ducts from the Reznor heater and the heat exchange units. Both units are severely corroded. One duct has corroded so the sidewall is open to the elements. Two quotes were obtained

Cunningham \$6,506
Winger \$10,750

WPCF budgeted \$160,000 in budget line 610-8-815-6399.

Prior expenses 0
Replacement \$6,506

This would leave 153,494 in the line budget.



CUNNINGHAM™

PROPOSAL AND CONTRACT

Cunningham, Inc.

808 South Market Street

Oskaloosa, Iowa 52577

Phone: 641-673-8479

Fax: 641-673-8577

Attention: Mike Ashlock
City of Ottumwa
2222 South Emma
Ottumwa, Iowa 52501

June 20, 2023
Quote 1596

Dear Sir:

Cunningham, Inc. proposes to furnish and complete the following work as requested.

For: Double Wall Vent for Reznor unit at Ottumwa WWTF

To provide and install double wall vent for Reznor unit including the following items:

- Demo existing vent through the roof
- Provide and Install 8" inside diameter double wall vent, storm collar and rain cap
- Install through existing roof and sleeves
- Shop fabricate new connection at the Reznor unit

Our proposal amount for the net sum of: \$2,286.00
Two thousand two hundred eighty-six dollars and 00/100

Exclusions:

- Electrical
- Permits
- All roofing work
- Bond
- Anything not included in this proposal

Notes:

- Normal daytime working hours apply

We appreciate the opportunity to submit this budget number. If you have any questions, please call me at (641) 673-8479 extension 130.

CONDITIONS: This proposal includes only such items as specifically mentioned above. The price named is for immediate acceptance and is subject to change without notice. We will not be responsible for any damage done by employees other than our own. All agreements are contingent upon strikes, fires, accidents or other delays beyond our control. All terms are net thirty (30) days.

Acceptance of the proposal shall constitute a contract.





CUNNINGHAM™

Cunningham, Inc.

806 South Market Street

Oskaloosa, Iowa 52577

Phone: 641-673-8479

Fax: 641-673-8577

DATED _____

ACCEPTED _____

By _____

Respectfully submitted,
Cunningham, Inc.

By _____
Michael Caves, Project Manager





CUNNINGHAM™

PROPOSAL AND CONTRACT

Cunningham, Inc.

808 South Market Street

Oskaloosa, Iowa 52577

Phone: 541-673-8479

Fax: 541-673-8577

Attention: Mike Ashlock
City of Ottumwa
2222 South Emma
Ottumwa, Iowa 52501

June 20, 2023
Quote 1596

Dear Sir:

Cunningham, Inc. proposes to furnish and complete the following work as requested.

For: Stainless Steel Vent for Sludge Oven at Ottumwa WWTF

To provide and install two Stainless Steel vents including the following items:

- Demo existing vents through the roof
- Shop fabricate two 12" round 18 gage stainless steel vents, storm collars and rain caps
- Install through existing roof and sleeves
- New stainless steel angle rings to connect to existing transition from equipment

Our proposal amount for the net sum of: \$4,220.00
Four thousand two hundred twenty dollars and 00/100

Exclusions:

- Electrical
- Permits
- All roofing work
- Bond
- Anything not included in this proposal

Notes:

- Normal daytime working hours apply

We appreciate the opportunity to submit this budget number. If you have any questions, please call me at (641) 673-8479 extension 130.

CONDITIONS: This proposal includes only such items as specifically mentioned above. The price named is for immediate acceptance and is subject to change without notice. We will not be responsible for any damage done by employees other than our own. All agreements are contingent upon strikes, fires, accidents or other delays beyond our control. All terms are net thirty (30) days.

Acceptance of the proposal shall constitute a contract.





CUNNINGHAM™

Cunningham, Inc.

808 South Market Street

Oskaloosa, Iowa 52577

Phone: 641-673-8479

Fax: 641-673-8577

DATED _____

ACCEPTED _____

By _____

Respectfully submitted,
Cunningham, Inc.

By _____
Michael Caves, Project Manager



01001200

PLUMBING SHEETMETAL PROCESS PIPING SERVICE AND MAINTENANCE
FIRE SPRINKLER SYSTEMS MILLWRIGHTS ELECTRICAL DATA TECHNOLOGY

PROPOSAL NO.: 23-65

Date: 3/17/23

To: Water Pollution Control Facility

Project Name: Roof vent replacements

Location: Ottumwa IA

Name: Mike Ashlock

Acknowledged Addendum(s):

Winger Companies (hereinafter designated as "Winger") propose to furnish material, labor, construction, insurance and benefits for specified scopes below as a lump sum price for the above referenced project, as follows:

SCOPE OF WORK

Winger proposes to supply, deliver, and install the following to complete the above referenced project as outlined below:

- Fabricate two stainless steel roof vent to replace old corroded carbon steel vents.
- Purchase and install new stainless steel flue vent that is corroded with double wall stainless pipe like in kind.

EXCLUSIONS

1. Any roofing if needed.
2. Taxes.
3. Items of work not stated under "Scope of Work"
4. Removal, repair or replacement of our scope of work damaged by other trades previous to, during or after installation.



PLUMBING SHEETMETAL PROCESS PIPING SERVICE AND MAINTENANCE
FIRE SPRINKLER SYSTEMS MILLWRIGHTS ELECTRICAL DATA TECHNOLOGY

CLARIFICATIONS

1. New termination caps and rain collars are included. (all stainless steel)
2. Progressive billings be billed on a: weekly, bi-weekly, or monthly basis.
3. All price breakdown information is for the purpose of accounting only and is not intended to be stand-alone pricing.
4. Taxes are not included in this proposal and will be added if applicable.
5. Site conditions to be drivable and accessible for all aerial equipment.
6. Pricing based on having clear, unrestricted and unimpeded access to work.
7. Upon request and at the expense of client, Winger will furnish performance and payment bonds. The cost of any such bonds is not included in the bid price and shall be paid for by the client.
8. Winger's work shall be considered complete, once the client has been notified. The client's inspection of the work shall take place within twenty-four (24) hours from receipt of notice from Winger. Client's acknowledgement of receipt shall constitute acceptance of the work.
9. Any damage to our work, which is not fault of Winger, will be considered damage by others. Winger will be compensated for any repairs of damage by others via change order to the subcontract. Our indemnification for loss, damages, injury, or death will not apply to occurrences due to the fault of others.
10. Winger shall not be responsible for damaged work in place arising from or relating to weather, environmental conditions, or other parties, except to the extent that such damage is covered by insurance (excluding deductibles).
11. Winger reserves the right to refuse work based upon proper financial information of the customer and/or any other reason that may incur significant damage to Winger.
12. Winger is not responsible or liable for damages related to long lead times and delay in material shipments that are outside of the company's control.
13. Material and equipment pricing is valid for 48 hours from date proposal was submitted, after 48 hours, material and equipment pricing is subject to review and possibly revisions to better reflect current market conditions.
14. Winger working hours for this project are Monday- Friday 7:00am -3:30 pm.



PLUMBING SHEETMETAL PROCESS PIPING SERVICE AND MAINTENANCE
FIRE SPRINKLER SYSTEMS MILLWRIGHTS ELECTRICAL DATA TECHNOLOGY

Base Bid Price: \$ 10,750.00

All balances are due in full within thirty (30) days of the invoice date. Past due balances will accrue interest at the rate of 2% monthly. If collection requires litigation, we will be entitled to reimbursement for reasonable attorney fees and court costs incurred.

This proposal is valid for fourteen (14) days from date of issue.

Regards,

Andy Noe

Sheet Metal Field Superintendent

C: (641) 799-2880

E: anoe@wingercompanies.com

By signing this proposal, the client below has agreed to the proposed scope of work and cost. This proposal will become an attachment to any and all subcontracts.

Company: _____

Print Name: _____

Signature: _____

PO NO.: _____

Date: _____

SETTLEMENT AGREEMENT AND RELEASE

The undersigned, Christopher Bettin (the "Claimant"), states:

1. The Claimant, individually and on behalf of his successors and assigns, in consideration of the total payment to him in the gross sum of Forty-five Thousand and No/100 Dollars (\$45,000.00)¹ and the payment of 100% the mediator's fees, does hereby release, acquit, and forever discharge the following: The City of Ottumwa, Iowa and all past and present elected officials, employees and agents (including, but not limited to, Philip Rath) individually and in their official capacities; Wapello County, Iowa and all past and present elected officials, employees and agents; the Ottumwa/Wapello County Solid Waste Commission and all past and present elected officials, employees and agents (including but not limited to Jerry Parker); the Iowa Communities Assurance Pool ("ICAP"); Sedgwick Claims Management Services, Inc. and its affiliates, and each of their officers, directors, employees, successors, and assigns; and Public Entity Risk Services of Iowa (PERSI) (the "Released Parties") from any and all liability for all claims or demands, all common law, statutory, or every other cause of action (existing as of the date of this Settlement Agreement and Release, "this Agreement") including, but not limited to, all claims that were or could have been asserted in the lawsuit captioned Bettin v. City of Ottumwa, Iowa, et al (LALA106351) pending in Wapello County District Court; all claims under the Iowa Civil Rights Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Rehabilitation Act; the Family Medical Leave Act; the Age Discrimination in Employment Act; the Iowa Wage Collection Act; damage claims of any sort; attorneys' fees; and costs affecting them which they may have or claim to have as more fully set forth in their claim and for any and

¹ The \$45,000.00 shall be payable as follows: to Claimant as "lost wages" in the amount of \$5,925.50 (less normal and usual tax withholding); to Claimant as other "compensatory damages" in the amount of \$17,776.50; and to Stoltze Law Group, PLC in the amount of \$21,298.00 in attorney fees and expenses.

all causes of action arising from or related to the Claimant's employment and/or separation from employment with the Solid Waste Agency and for any other causes of action Claimant may have ("the claims") as of the date of this Agreement.

2. By signing this Agreement, Claimant affirms that he has made no other claim to any state, federal, or local government agency, or any administrative or advisory agency about the Released Parties. Finally, this Agreement precludes Claimant's right to monetary recovery should the Department of Labor, the Iowa Civil Rights Commission, the Equal Employment Opportunity Commission, or any other state or local civil rights, wage/hour, or other regulatory agency pursue any claim on Claimant's behalf or raised by Claimant. Additionally, if Claimant alleges that he has relevant information about the Released Parties and their official business, he shall report it to his attorney within five (5) days of signing this Agreement and his attorney shall report it to the Released parties' attorney.

3. Further, in consideration of the payments identified above in paragraph 1, Claimant shall dismiss his lawsuit with prejudice within five (5) business days from the date of the three payments and forfeits his right to sue in a court of law.

4. Finally, Claimant shall not apply in the future for employment with the Released Parties. Claimant specifically agrees this provision is not discriminatory or retaliatory in any manner.

5. This Agreement is executed as a compromise settlement of disputed claims. The Released Parties deny that they have done anything improper with respect to Claimant's employment and/or separation from employment. This Agreement does not constitute an admission of liability on the part of any person, party, or entity. No other promises have been made

by the Released Parties, or those acting on their behalf. This Agreement covers all injuries whether presently known or not.

6. Payroll taxes have been withheld from certain portions of the above payment. However, Claimant is solely responsible for any and all remaining tax liability and shall defend, indemnify, and hold harmless the Released Parties from any such tax liability. Such indemnification shall include, without limitation, any and all attorneys' fees, court costs, and any and all other related costs and expenses.

7. Claimant recognizes that the Released Parties will comply with the Iowa Open Records Act and that, in order to be effectuated, this settlement (outlined above) must be approved by the governing bodies for the City, the County and the Solid Waste Commission.

8. Claimant represents that he knows of no person or entity that has paid any amount on his behalf for which any other person or entity may seek, claim, or attempt to recover as a subrogee of Claimant against Released Parties. If such lienholder, subrogee, or any person/entity with a third-party interest exists, Claimant agrees to satisfy those third-party interests out of the settlement proceeds and further agrees to defend, indemnify, and hold harmless the Released Parties for any claims or interests that are asserted. Such indemnification shall include, without limitation, any and all attorneys' fees, court costs, and any and all other costs and expenses. Claimant further represents that he has not assigned his claim to any other person.

9. Claimant is voluntarily executing this Agreement solely upon his own knowledge, belief, and judgment, and not upon any representation made by Released Parties. Claimant acknowledges that he was represented by an attorney of his choice prior to executing this Agreement.

10. This Agreement constitutes the entire agreement between Claimant and the Released Parties. It supersedes all prior Releases and understandings, whether oral or written, relating to Claimant's claims identified above in paragraph 1.

11. It is the intent of the Claimant and the Released Parties to end any dispute between them. This Agreement should be broadly construed to achieve this intent. The terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any term of this Agreement shall be found to be invalid or unenforceable, then such term shall be construed in a manner so as to permit its enforcement to the fullest extent permitted by the law. In any case, the remaining provisions of this Agreement other than those to which have been held invalid, illegal, or unenforceable, shall not be affected or impaired and shall remain in full force and effect. This Agreement will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

12. Claimant recognizes that any actual breach of this Agreement shall cause irreparable injury to the Released Parties, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available to the Released Parties, Claimant agrees that the Released Parties shall be able to seek and obtain injunctive relief in the form of a temporary restraining order, preliminary injunction, or permanent injunction, in each case without notice or bond against Claimant to enforce this Agreement. The Released Parties shall not be required to demonstrate actual injury or damage to obtain injunctive relief from the courts. To the extent that any damages are calculable resulting from the breach of this Agreement, the Released Parties shall also be entitled to recover damages. Any recovery of damages by the Released Parties shall be in addition to and not in lieu of the injunctive relief to

which the Released Parties are entitled. In no event will a damage recovery be considered a penalty in liquidated damages. In any action at law or in equity arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to any damages caused by a breach of this Agreement, all costs and expenses, including, but not limited to, reasonable attorneys' fees, expenses, and court costs incurred by such party in connection with such action or proceeding. The existence of any claim or cause of action of Claimant against the Released Parties, whether based upon this Agreement or otherwise, shall not constitute a defense to the enforcement of the obligations of Claimant under this Agreement.

13. Any action to enforce or dispute any part or all of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of Iowa. Both parties knowingly and voluntarily waive their right to a jury trial in an enforcement or breach cause of action.

14. In addition to the other relief to which it shall be entitled, the Released Parties shall be entitled to recover from Claimant all costs, expenses, and reasonable attorneys' fees incurred by the Released Parties in seeking enforcement of this Agreement and/or damages or other relief if the Released Parties prevail in an action to establish Claimant's violation of any provision of this Agreement or if the Released Parties prevail in defending any action brought by Claimant against the Released Parties or the other persons or entities released herein.

THE UNDERSIGNED HAVE READ THE SETTLEMENT AND RELEASE LANGUAGE AND UNDERSTAND IT FULLY AND ACKNOWLEDGE THEY ARE VOLUNTARILY EXECUTING IT.

Christopher Bettin, Claimant


Date signed: _____

Witness

Jerry Parker, Individually and in his official capacity for the Ottumwa/Wapello County Solid Waste Commission

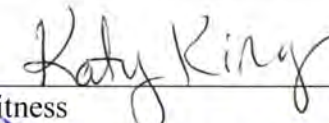
Date signed: _____

Witness

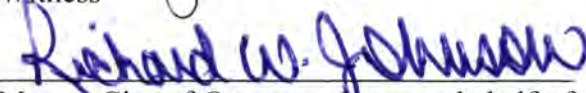


Philip Rath, Individually and in his official capacity for the City of Ottumwa

Date signed: 7/11/2023



Witness



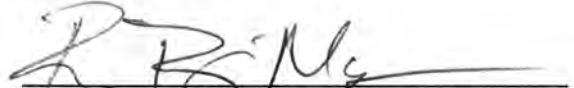
Mayor, City of Ottumwa, Iowa on behalf of the City

Date signed: 7-11-2023

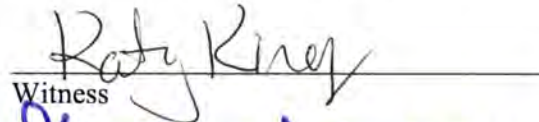


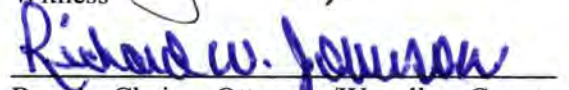
Witness

THE UNDERSIGNED HAVE READ THE SETTLEMENT AND RELEASE LANGUAGE AND UNDERSTAND IT FULLY AND ACKNOWLEDGE THEY ARE VOLUNTARILY EXECUTING IT.



Board Chair, Wapello County, Iowa on
behalf of the County

Date signed: 07-10-2023


Witness


Board Chair, Ottumwa/Wapello County
Solid Waste Commission Iowa on behalf of
the Commission

Date signed: 7-10-2023


Witness

received
6/23/23 3:45pm

. Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 11, 2023

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 105-2023 - a resolution approving a temporary wage rate adjustment for Interim Public Works Director

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 105-2023

DISCUSSION: Please see attached

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Phillip Burgmeier is our current City Engineer and has agreed to step in as the Interim Public Works Director while we work through the process of hiring a new Director as of June 21, 2023.

The current salary for the City Engineer is higher than the current Director of Public Works. Therefore, we are using the guidance from Gallagher as a standard to offer a 10% increase to the current base compensation to take on these additional duties as it will last longer than 3 weeks.

Current base salary is \$52.99 per hour (\$110,219.20 annually). A 10% increase would add an additional \$5.30 per hour (\$11,024 annually).

*We would back date this increase to be effective as of June 21, 2023.

RESOLUTION NO. 105-2023

**RESOLUTION APPROVING A TEMPORARY WAGE RATE ADJUSTMENT
FOR INTERIM PUBLIC WORKS DIRECTOR**

WHEREAS, the absence of the Public Works Director has created a void in areas of staff supervision and performance of essential job duties; and

WHEREAS, this City Administration is looking to fill the vacancy in some form by hiring a position to resume these responsibilities at a minimum; and

WHEREAS, Phillip Burgmeier, the current City Engineer, has agreed to step in to assist with assuming the duties and responsibility of the Public Works Director in the interim.

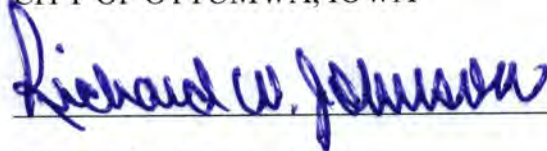
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that Phillip Burgmeier, the current City Engineer receive additional compensation due to increased responsibility and authority in the amount of \$5.30 per hour over and above the normal rate of pay retroactive to June 21, 2023; and

BE IT FURTHER RESOLVED, the additional compensation would continue until the replacement for the vacancy created by the departure of the Public Works Director is remedied or upon further action of the City Council; and

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.



APPROVED, PASSED AND ADOPTED, this 11th day of July, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

received
7-6-23 1240p

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 106-2023 - RESOLUTION APPROVING THE ACCEPTANCE OF A GIFT OF REAL PROPERTY (LOT 53, HIGHLAND PARK ADDITION)

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 106-2023.

DISCUSSION: Deborah Jewell owns Lot 53 in the Highland Park Addition at the northwest corner of W Second St and McPherson Ave. Jewell seeks to gift the property to the City of Ottumwa as she has no use for it. Lot is located in the West End Ignited project area and would be potentially suitable for in-fill development and improvement as part of projects in that area. The attorney has reviewed title records and has not found issues with accepting the gift.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 106-2023

RESOLUTION APPROVING THE ACCEPTANCE OF A GIFT
OF REAL PROPERTY (LOT 53, HIGHLAND PARK
ADDITION)

WHEREAS, Deborah Jewell has offered to gift certain real property to the City of Ottumwa, which real property is legally described as:

Lot Number Fifty-three (53) in Highland Park Addition to the City of Ottumwa,
Wapello County, Iowa

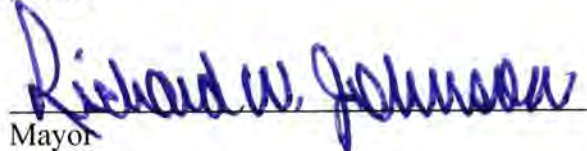
WHEREAS, this Council desires to accept the gift of real property.

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 July 11, 2023.



Mayor

ATTEST:



City Clerk

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, Deborah L. Jewell and Michael E. Jewell, a married couple (“Grantor”) do hereby convey to the City of Ottumwa, Iowa (“Grantee”), the following described real estate in Wapello County, Iowa:

Lot Number Fifty-three (53) in Highland Park Addition to the City of Ottumwa, Wapello County, 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: _____, 2023.

By: _____
Deborah L. Jewell

By: _____
Michael E. Jewell

STATE OF IOWA, COUNTY OF _____) ss:

This record was acknowledged before me on _____, 2023 by Deborah L. Jewell and Michael E. Jewell.

NOTARY PUBLIC IN AND FOR SAID STATE
My commission expires: _____

received
7523 1240p

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 11, 2023

Phillip Burgmeier

Prepared By

Engineering Department

Department

Phillip Burgmeier
Department Head

Pf Rt
City Administrator Approval

AGENDA TITLE: Resolution #109-2023. Approving Change Order #1 and accepting the work as final and complete for the 2020 Sidewalk Drop Program.

****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 #109-2023.

DISCUSSION: This is the 9th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at 1,280,000.00.

Change Order #1 consisted of an increase of \$1,865.30 in adjusted as-built quantities.

Original Contract Amount	\$ 202,375.00
Change Order #1	\$ 1,865.30
New Contract Sum	\$ 204,240.30
Amount paid to date	\$ 191,748.28
Final Payment	\$ 12,492.02

DC Concrete and Construction of Douds, Iowa has completed the above referenced work according to the plans and specifications. This will authorize payment and release all retainage.

FY 2020 CIP: \$ 120,000.00

- 2012 – Contract 1 - \$ 40,898.99 McClure & Company Concrete (final cost)
- 2013 – Contract 2 - \$116,822.29 DeLong Construction (final cost)
- 2014 – Contract 3 - \$ 48,355.29 DC Construction (final cost)
- 2015 – Contract 4 - \$119,179.20 DC Construction (final cost)
- 2016 – Contract 5 - \$ 96,842.22 M4i Concrete of Sigourney, Iowa (final cost)
- 2017 – Contract 6 - \$100,808.78 DC Concrete & Construction (final cost)

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

2018 – Contract 7 - \$108,836.28 TK Concrete, Inc. (final cost)
2019 – Contract 8 - \$128,576.73 DC Concrete & Construction (final cost)
2020 – Contract 9 - \$204,240.30 DC Concrete & Construction (final cost)

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #109-2023

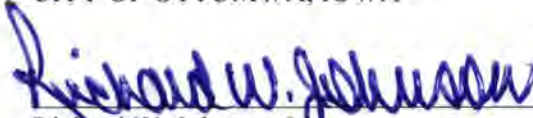
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE 2020 SIDEWALK DROP PROGRAM.

- WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on June 16, 2020 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and
- WHEREAS, Change Order #1 increased the contract amount by \$1,865.30, resulting in a new contract sum of \$204,240.30; and
- WHEREAS, All work has been finished and 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 2020 Sidewalk Drop Program is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$12,492.02 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 11th day of June, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Sidewalk Drop Program 2020

To Contractor: DC CONCRETE

Change Order Number: 1

The Contract is changed as follows:

29-Jun-23

Adjustment of Quantities: See Tab Sheet

	<u>\$1,865.30</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$1,865.30

Base bid amount \$202,375.00

NEW PROJECT TOTAL \$204,240.30

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$202,375.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$202,375.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$1,865.30</u>
The new Contract Sum including this change order	<u>\$204,240.30</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

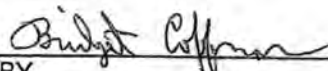
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/
DIRECTOR OF PUBLIC WORKS

07-03-2023
DATE

DC CONCRETE
CONTRACTOR

6/30/2023
DATE


BY

Co-Owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Sidewalk Drop Program 2020

PAY REQUEST NO. 4
Final

FROM CONTRACTOR: DC CONCRETE

PAY PERIOD: 29-Jun-23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$202,375.00
2. Net change by Change Orders	\$1,865.30
3. Contract Sum to Date (Line 1± Line 2)	\$204,240.30
4. Total Completed and Stored to Date	\$204,240.30
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$204,240.30
7. Less Previous Payments	\$191,748.28
8. Current Payment Due	\$12,492.02

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: DC Concrete & Construction DATE: 6/30/23
BY: Bridget Coffey TITLE: Co-Owner

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.

Phil Byrnes
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$12,492.02

DATE: 07-03-2023

Sidewalk Drop Program 2020

4

6/29/2023

ITEM	DESCRIPTION	DC CONCRETE			AS BUILT		QUANTITY OVER/UNDER	% OF CONTRACT	
		UNIT	QTY	PRICE	EXTENSION	QTY			EXTENSION
1	PIPE CULVERT, 12" DIAMETER	LF	40	\$75.00	\$3,000.00	19	\$1,425.00	(\$1,575.00)	47.50%
2	CURB AND GUTTER, PCC, 3.5' MAX WIDTH	LF	965	\$30.00	\$28,950.00	294	\$8,820.00	(\$20,130.00)	30.47%
3	REMOVAL OF SIDEWALK, SHARED USE PATH OR DRIVE	SY	950	\$20.00	\$19,000.00	1262.6	\$25,252.00	\$6,252.00	132.91%
4	SIDEWALK, PCC, 6 IN	SY	950	\$75.00	\$71,250.00	1194.3	\$89,572.50	\$18,322.50	125.72%
5	DETECTABLE WARNING	SF	896	\$50.00	\$34,800.00	788	\$39,400.00	\$4,600.00	113.22%
6	FULL DEPTH PATCHES	SY	50	\$90.00	\$4,500.00	97.9	\$8,811.00	\$4,311.00	195.80%
7	PAVEMENT REMOVAL	SY	50	\$22.00	\$1,100.00	97.9	\$2,153.80	\$1,053.80	195.80%
8	CURB AND GUTTER REMOVAL	LF	965	\$35.00	\$33,775.00	651.6	\$22,806.00	(\$10,969.00)	67.52%
9	TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$0.00	100.00%
TOTAL					\$202,375.00				
ASBUILT TOTAL						\$204,240.30		\$1,865.30	

received
7523 1240p

Item No. I.-4.

revision

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 11, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #111-2023. Award the 2023 RFP #2 - James Street Sewer Repair Project and authorize the Mayor to sign the Contract.

****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 #111-2023.

DISCUSSION: This project is to repair an open joint in the sanitary sewer located in the 900 block of S. James Street, in Ottumwa, Iowa. It will consist of excavating, removal and repair of the faulty sewer, backfill, and compaction and patching the concrete street.

The Request for Proposal was emailed to six (6) contractors and one (1) bid was received. The bid was received from Drish Construction, Inc, of Fairfield, Iowa in the sum of \$24,550.00. Staff recommends the City Council award the contract to Drish Construction, Inc.

A copy of the plan holders list is attached.

RESOLUTION #111-2023

A RESOLUTION AWARDING THE 2023 RFP #2 - JAMES STREET SEWER REPAIR PROJECT

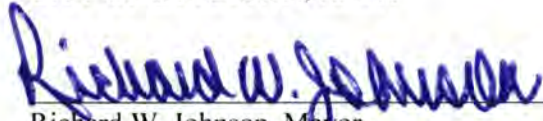
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Drish Construction, Inc. of Fairfield, Iowa in the amount of \$24,550.00.

APPROVED, PASSED, AND ADOPTED, this 11th day of July, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this **11th day July, 2023** by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and **Drish Construction, Inc. of Fairfield, Iowa** herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **James Street Sewer Repair** as stated in the attached **2023 RFP #2. 2023 RFP #2** and the signed proposal are included as part of this contract.

In the following location to wit: **900 Block of South James, South of Mary Street located in the City of Ottumwa.**

It is understood and agreed: The Contract will be paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances and all OSHA, NFPA and ADA regulations.

Section 423.3 of the 2005 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **2023 RFP #2**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or

claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in duplicate on the date first herein written.

CITY OF OTTUMWA

Richard W. Johnson
Richard Johnson, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

CONTRACTOR

Drish Construction, Inc.
Company Name

Roger D Drish
Representative Signature Roger D Drish

1701 S Main St
Company Address

Fairfield, IA 52556
City, State, Zip

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: 2023 RFP#2-JAMES STREET SEWER REPAIR LOCATED ON THE SOUTH SIDE OF OTTUMWA, IN THE 900 BLOCK OF SOUTH JAMES STREET.

June 14, 2023

Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents

James Street Sewer Repair

	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
Bid Items:				
1. Sanitary sewer repair	1	LS	\$ 10,000.00	\$ 10,000.00
2. 7" PCC Pavement repair	60	SY	\$ 92.50	\$ 5,550.00
3. Suitable Backfill	100	CY	\$ 90.00	\$ 9,000.00
TOTAL				\$ 24,550.00

July 14, 2023

COMPLETION DATE

NONE

WARRANTY, (Specify)

Work shall commence 15 days after notice to proceed.

30 Days

TIME REQUIRED

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Drish Construction, Inc

Name of Company

641-472-9506

Phone Number

By Roger D Drish

Authorized Signature Roger D Drish

June 14, 2023

Date

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Philip Rath
Prepared By

Administration
Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 112-2023 - Approving an Agreement with Greater Ottumwa Partners In Progress (GOPIP) for Provision of Economic Development Services

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 112-2023

DISCUSSION: Previously the City contracted with the Ottumwa Economic Development Corporation (OEDC) for support with economic development services on behalf of the City. In 2022 the City and GOPIP revised the contract to define a basic level of service as well as special projects. With the pending expiration of the current obligations and the continued desire to have GOPIP provide support related to economic development, city staff is requesting approval of a successor agreement (attached for reference). The base amount for the annual services remains the same at \$40,000. There is a \$5,000 requested increase for special projects - payable only upon completion of the stated projects.

Source of Funds: General Fund

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 112-2023

**RESOLUTION APPROVING AN AGREEMENT WITH
GREATER OTTUMWA PARTNERS IN PROGRESS FOR
PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

WHEREAS, the City of Ottumwa has been receiving economic development services from Greater Ottumwa Partners In Progress (GOPIP); and

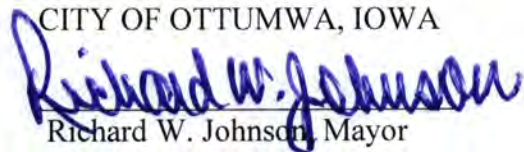
WHEREAS, the current agreement related to financial support terminates on June 30, 2023; and

WHEREAS, the City desires to continue the relationship for economic development services provided by GOPIP.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and GOPIP be hereby approved.

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 and the attached Agreement.

APPROVED, PASSED AND ADOPTED, this 11th day of July, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

**GREATER OTTUMWA PARTNERS IN PROGRESS
AGREEMENT WITH THE CITY OF OTTUMWA**

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, 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 June 30, 2024.
2. **REPORTS.** GOPIP agrees to submit an annual report to the City by December 1 of each of the years during the term of this Agreement, commencing December 1, 2023.
3. **SCOPE OF SERVICES.** In addition to the routine services provided for under the general membership of the corporation, GOPIP shall serve as the Economic Development Coordinator for the City. GOPIP shall complete core economic development services ("Economic Development Services"), consistent with the goals of the City and to be performed at the discretion of GOPIP staff with oversight from the GOPIP Board of Directors. The Economic Development Services to be provided by GOPIP to the City include, but are not limited to:

- a. Recruitment efforts that will enhance and facilitate capital accumulation within the City. Said recruitment efforts may encompass trade shows, conferences & seminars, cold calls, and directed marking to potential businesses of an industrial nature.
- b. Business retention activities within the City. This may consist of personal site visits to site selectors, existing manufacturing enterprises to ascertain the tools GOPIP can utilize to answer, to the best of its ability regulatory issues, address issues of importance, or navigate financial assistance for qualifying programs.
- c. Assisting existing industry in expansions or relocation within the City and aggressively pursuing qualified leads and/or Requests For Information (RFI's) for commercial and industrial prospects.
- d. Cooperating with state government, economic development agencies and regional planning commissions in attracting commercial and industrial enterprises to the City or region.
- e. Acquiring and/or holding real estate for future development, transfer, or resale. This may include the construction or renovation of properties.
- f. Coordinating and collaborating with the activities of companion organizations (i.e., Main Street Ottumwa and Meet Ottumwa) and other volunteers of GOPIP. This would include activities such as fundraising, marketing, business assistance, education, promotion, and community events.
- g. Advising the City concerning programs and initiatives to promote future economic development in the City, including programs to most effectively retain existing business, attract new, or expand existing, commercial and industrial businesses in the City.
- h. Ensuring availability of high-quality sites and buildings for existing companies wanting to expand and new businesses seeking to locate.
- i. Executing an enhanced sales and marketing plan to attract new business opportunities within targeted industries to the Greater Ottumwa region.
- j. Representing the City at state and regional conferences dealing with subjects that are relevant to the City's economic development efforts.
- k. Executing high-value communications and education to enhance regional stakeholders' understanding of the Economic Development team's mission and accomplishments.
- l. Coordinating and sharing information with the City Administrator (or their designee) to ensure timely communication, cooperation, and a seamless transfer for development and expansion of business and industry.
- m. Provide quarterly presentations at a meeting of the City Council regarding the activities and successes of GOPIP¹. Share other relevant data such as the annual budget, audit, and strategic plans for GOPIP.

¹ It is understood that some prospective businesses may not want a public announcement to be made of an inquiry or request for information and it is agreed that GOPIP shall be considered to be in compliance with this Agreement if specific inquiries are not disclosed publicly as part of such presentations until disclosure is authorized by the prospective or existing business or industry.

- n. Facilitate various legislative forums and informational sessions for the general community and act as the legislative advocate for represented businesses within the Ottumwa region.
 - o. Complete the metrics/deliverables identified on Appendix A attached hereto and made a part hereof.
4. **NO AGENCY.** The City shall neither have nor exercise any control or direction over the methods and practices of GOPIP staff, except as set forth herein. The decision to hire, supervise and direct the staff of GOPIP shall be solely the responsibility of the Board of Directors of GOPIP and their internal policies and procedures. The City reserves the right to give performance information to the Board of Directors of GOPIP (as requested) to aid in their management of staff.
5. **NO COMMITMENT.** GOPIP shall not commit City to: (i) any legislative act, (ii) any use of City funds, (iii) sale or lease of City property or other property, nor (iv) otherwise obligate City in any way to any action, express or implied.
6. **PRIVATE INVESTMENT.** Both entities understand the importance of private sector dollars for the advancement of regional economic development. To that end, GOPIP shall actively seek new and retain existing investors and partnerships to the extent possible. Further, GOPIP shall accept membership contributions and/or project grant funds from any person, firm, or corporation otherwise eligible according to the by-laws of GOPIP.
7. **CITY COVENANTS.** City agrees to complete the following, subject to the City's completion of all legislative processes (such as public hearings) and approval by the City Council of the particular action, to the extent required for each of the following:
- a. Coordinate economic development inquires with GOPIP and establish next steps in the development process for each entity.
 - b. Communicate to the Executive Director of GOPIP the City's economic development activities and the City's goals and objectives for future economic development.
 - c. Ensure staff access as needed for consultation and assistance in connection with Economic Development services.
 - d. Designate one individual from a pool of City staff or the mayor to be a voting member of the Board of Directors of GOPIP.
 - e. Provide comprehensive information regarding availability of City-owned lots and properties for development and/or sale.
 - f. Establish urban renewal districts, grants, and other mechanisms for financial assistance relating to economic development incentives.
 - g. Provide one active City of Ottumwa email address to GOPIP for the purpose of accessing joint data and information, and will not be used for general business communications.
8. **FUNDING FOR ECONOMIC DEVELOPMENT SERVICES.** In exchange for GOPIP's provision of the Economic Development 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. Annual Services. The City agrees to provide \$40,000 to GOPIP for Economic Development Services completed annually, payable in four (4) \$10,000 installments, to be paid quarterly by the City to GOPIP by the first business day of each quarter.
 - b. Special Project Expenses. Furthermore, the City agrees to reimburse GOPIP for expenses related to specific projects, provided GOPIP shall submit invoices and detailed documentation for such expenses to the City for review and approval by the City. Subject to confirmation, in the City's sole discretion, that the invoiced expenses were related to and appropriate expenses for the special project, the City shall reimburse GOPIP an amount equal to the expenses shown on the invoice(s) within thirty days of the City's receipt of each invoice, but not to exceed the following aggregate amounts for each special project:
 1. GOPIP Foundation - \$10,000
 2. Church Street Rehabilitation – Up to \$5,000
 3. "Lean In" Women in Leadership Sponsorship -\$5,000
 4. Workforce Development Initiatives – (Further described in "3" on Appendix A) – Up to \$5,000
 - c. In the event that costs for any of the special projects identified in subsection (b) above are anticipated to exceed the amounts that may be reimbursed by the City (as set forth in subsection (b)), then GOPIP and the City agree to work cooperatively and collaboratively to determine the level of continued interest in the particular project and negotiate responsibility for the additional anticipated cost (which may include a proposed amendment to this Agreement to increase the amount of funding provided by the City for the project).
- 9. WAIVER OF WARRANTY.** GOPIP warrants and represents only that staff will work diligently to perform the Economic Development Services required by this agreement. GOPIP makes no warranty or representation that the Economic Development Services performed pursuant to this Agreement will produce results desired by the City.
- 10. INDEMNIFICATION AND INSURANCE.** GOPIP shall provide adequate coverage to insure its operations. Further, 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. To the extent permitted by law, the City shall hold harmless GOPIP and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 11. 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. No City employee may be hired or paid with funds derived directly or indirectly through this Agreement.

- 12. RIGHT OF FIRST REFUSAL.** By the nature of this Agreement GOPIP is primarily serving the City of Ottumwa. As such, development opportunities and RFI's should be discussed with the City Administrator or their designee to determine availability and best fit within the City of Ottumwa prior to researching areas within the Greater Ottumwa region. Once it has been determined that a project would not work within the City for any one of a variety of reasons, GOPIP staff may identify suitable locations within neighboring communities.
- 13. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.
- 14. 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

- 15. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, if no default under this Agreement has occurred, 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.
- 16. POSSESSION, USE AND DISCLOSURE OF INFORMATION.**
 - a. GOPIP acknowledges that during the engagement, staff will have access to and become acquainted with information, records and specifications owned by the City or used by the City in connection with the operation of its affairs including, without limitation, the City's processes, methods and procedures. GOPIP shall not cause or permit to be divulged to any person, corporation or other entity information gained by GOPIP staff in the performance of the Economic Development Services for the City, unless such information has been independently released to the public by the City. GOPIP requests the same courtesy regarding information disclosed by its staff to the City of Ottumwa, subject to the requirements of Iowa Code Chapter 22 (the "Open Records Law").
 - b. The City shall provide notice to GOPIP of any request received by the City under the Open Records Law that may concern or include documents or information provided by GOPIP related to this Agreement. Following such notification to the GOPIP, the City shall allow at least ten (10) calendar days prior to responding to such request, within which period GOPIP may file an action in Wapello County District Court seeking the entry of a declaratory order or injunction to protect and keep confidential such documents or information that GOPIP believes should be confidential and excluded from disclosure under

the Open Records Law. Absent such action and the entry of a court order declaring a portion or portions of the information confidential, the documents responsive to the Open Records Law request will be released by the City for examination to the extent required by Iowa Code Chapter 22. GOPIP shall indemnify the City for any fines, attorney's fees and court costs the City may incur or that may be awarded against the City as a result of complying with the GOPIP's request for confidentiality.

c. All files, records, documents, information, letters, notes, media lists, original artwork, creative, notebooks, and similar items relating to the business of the City, whether prepared by GOPIP or otherwise coming into GOPIP's possession, shall remain the exclusive property of the City. Upon termination of this Agreement, or whenever requested by the City, GOPIP shall immediately deliver to the City all such files, records, documents, information, and other items in the possession of or under the control of GOPIP.

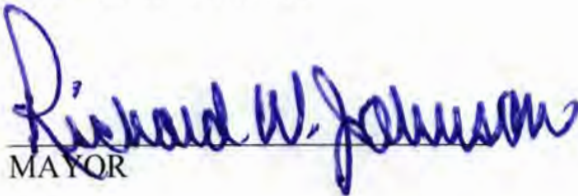
17. SUCCESSORS AND ASSIGNS. Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed 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.

18. AMENDMENTS. This agreement may not be amended or modified except by written agreement of the City and GOPIP.

19. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

20. 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.

CITY OF OTTUMWA


MAYOR

GREATER OTTUMWA
PARTNERS IN PROGRESS

PRESIDENT

ATTEST:


CITY CLERK

Dated this 11th day of
July, 2023.

TREASURER or VICE PRESIDENT

Dated this _____ day of
_____, 2023.



Appendix A: Metrics/Deliverables

- 1) By 12/31/2023 launch an active Economic Development foundation for the purpose of supporting the economic growth and support of businesses and quality of life in the greater Ottumwa region. This foundation shall be qualified as 501(c)3 nonprofit, as defined by the Internal Revenue Service.
- 2) By 12/31/2023 create a working committee with the Church Street Business District for the purpose of revitalization, identity creation, and safety/security of the district.
- 3) By 08/31/2023 work with the Ottumwa Community School District and South Central Iowa Workforce Development Board to enhance youth workforce apprenticeship and internship programming.
- 4) By 03/31/2024, GOPIP shall create, at its expense, a marketing video for the Greater Ottumwa Region.
- 5) By 06/30/2024 conduct a minimum of 2 industrial roundtables.
- 6) By 06/30/2024, GOPIP shall have built, in collaboration with the City of Ottumwa, Main Street Ottumwa, and any/all other economic development partners a comprehensive database of all businesses in the City of Ottumwa, including a manner of tracking business opening and closing data. This material shall be publicly available.
- 7) Increase number of new investors by 5% by the end of the fiscal year.
- 8) Retain a minimum of 93% GOPIP investors.

received
7-5-23 9:30AM

Item No. I.-6.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 113-2023 - Resolution Designating a Portion of Jefferson St Viaduct with the Honorary Name - Skip Stevens Memorial Bridge.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 113-2023

DISCUSSION:

An application was received to designate a section of the Jefferson Street viaduct to honor Skip Stevens. This section of street has been identified as the bridge crossing the Des Moines river at Jefferson Street. The signs can be made and installed by city staff. This request does not change any addresses along this route.

Source of Funds: Application Fee

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 113-2023

**RESOLUTION DESIGNATING A PORTION OF JEFFERSON ST VIADUCT
WITH THE HONORARY NAME – SKIP STEVENS MEMORIAL BRIDGE**

WHEREAS, the city has received an application requesting to designate the portion of the Jefferson Street Viaduct with the honorary name of “Skip Stevens Memorial Bridge”; and

WHEREAS, the application has been reviewed by staff for completeness and feasibility; and

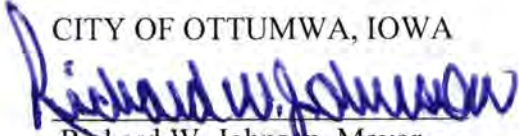
WHEREAS, the honorary designation would be affixed to the poles below current street signage, is of a different color than the standard street signage and does not change the addresses of property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the requested designation is approved and staff is directed to create and install the signage to designate the identified area with the honorary street name; and

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.

APPROVED, PASSED AND ADOPTED, this 11th day of July, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST: --


Christina Reinhard, City Clerk

HONORARY STREET NAME APPLICATION CITY OF OTTUMWA, IOWA

Applicant Information:

Applicant's Name: MARC ROE

Organization/Company: /


Street Address: 1841 GLADSTONE ST

Telephone Number: 641-455-3067 Email Address: marc@ottumwaia.com

Honorary Street Name Request:

Name of Honoree: LEW "SKIP" STEVENS JR. Circle One: Alive / Deceased

Honorary Location Requested (For Example E. 4th Street between Jefferson Street and N. Clinton Street): JEFFERSON ST. UADJET

City Council Endorsement (Print and Sign): MARC ROE 

Doug McAnis Doug McAnis

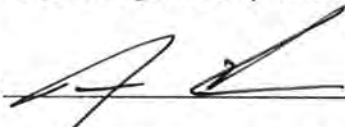
Honoree Criteria:

Please submit the following items along with your request:

- ✓ A map reflecting the area requested for designation for honorary street signs.
- ✓ A typed statement containing no fewer than **500 words** describing the significance of the person, being honored. The statement should indicate why a particular section of street has been requested for the honorary designation.
- ✓ The appropriate fee based upon the number of signs being requested.

My application consists of the following items necessary for a complete application. Please check:

- Completed Application Form, including signed endorsement by current member of City Council
- Map reflecting the area requested for designation
- Typed statement regarding the person, place or event being honored
- \$75 per sign fee** (make checks payable to "City Treasurer")

Signature:  Date: 6-15-23

Printed Name: MARC E. ROE

Upon submission of this application, please allow four to six weeks for staff to review your request with the City Council.

received
6/16/23 12pm

Lew "Skip" Stevens Jr. served as an employee of the City of Ottumwa for 45 years, beginning in 1961. During his final 11 years, he served as the Public Works Superintendent until his retirement in 2006. In 2001, Skip was named the City of Ottumwa Outstanding Employee of the Year. Upon his retirement, Stevens was elected to the Ottumwa City Council in 2013 and faithfully served his community for nearly 8 years until 2021. He was a champion of the Ottumwa parks system and a bulldog for the public works infrastructure.

Skip had many passions in his life, but there is one passion that superseded many of them, and that was his love for this city. In conversation with his family, there were points in time when he would be asked if he had ever thought of moving to a different city, and Skip would answer with a resounding "never." He refused to leave the community, and he refused to give up on the community. That showed in his absolute drive to always work for, be informed, and fight for what was best for the City of Ottumwa. Even after his resignation from the Ottumwa City Council, he still did not give up driving the community daily and he kept lines of communication open with city staff and Council.

The lifelong work in which Stevens gave to the City of Ottumwa has touched virtually every person who calls or has called Ottumwa "home." Nearly every street, sewer, park, trail, and building has Skip's fingerprint on it. Nearly every employee of this city can call him a coworker. And surely, nearly every person who ever met Skip can call him a respected friend.

In the spirit of naming streets after prominent figures in our community, I can't possibly think of a more fitting individual for this honor than Skip Stevens. The man being nominated for this particular bridge is literally the man who fought for and oversaw its reconstruction; the man who opened it up, and the champion who helped fight for the cause to light it for the world to see. Skip was a shining example of what true leadership is, giving more than you ask in return. He always placed the needs of his community first. He gave of himself knowing that there may be personal cost. He was less worried about his name and more worried about how to help others rise. As one of the spotlight locations for the City of Ottumwa, this bridge will serve as the beacon and reminder to us all to see and to remember Lew "Skip" Stevens Jr. as the example for us all to be good servants to our community.



le-12e-23

Skip Stevens - July 7, 1941 – March 7, 2023

Born Lew Rex Stevens, Jr; his father was a Veteran of World War I, having served in France. Lew Senior, made his home in Ottumwa, leaving his boyhood home of Bonaparte, Iowa. He built a home at 1125 Hammond Avenue, an area known as Sunny Side Addition. This would be the neighborhood "Skip," would spend his youth and teenage years.

Skip graduated from Ottumwa High School in 1960. Prior to graduation and following, Skip worked at Avery's Gas Station. The building still stands today at the northwest corner of Finley & Madison.

In 1961, Skip began his career with the City of Ottumwa. His first position was working 11 pm to 7 pm at what was then called the Sewage Treatment Facility. It was a place he later "affectionately" referred to as the "turd factory." I do not recall how many years he spent at the "turd factory." He would later transfer to Public Works. The first memory I have of his career was when he joined the Engineering Department. I remember this part of his career because he was able to drive home a city vehicle (1974/75). In those days, being assigned a city vehicle was the norm. Initially, he drove a worn out, white International SUV style vehicle. It wasn't long, the vehicle was upgraded. It was a dark green International, "woody" SUV style vehicle. This was necessary, as part of the survey crew. There were many pieces of equipment that needed to be hauled to various areas to perform the surveying work needed for Ottumwa to expand. I remember the entire neighborhood stopping by to comment on Skip's new found success. In typical, quiet humility "Pops" dismissed the comments. He spent a number of the years on the survey crew, working with Billy Welch, Senior, Billy Welch, Junior and Dirk Miller. Dirk was an Ottumwa native, working his way through college to be an engineer. His name may be familiar. His brother is Fire Chief Tony Miller. Later, he would become an Engineer Aid, where he would be the eyes of city projects. Assuring that the citizens of Ottumwa were getting what they paid for from independent contractor's performing street, sewer and sidewalk repairs. Following his work in the engineering department, Skip served as the Public Works Superintendent, until his retirement in 2006.

Following his retirement, Skip served nearly 8 years on the Ottumwa City Council.

Skip served the City of Ottumwa with every fiber of his being. His entire life was spent in service to this community. He was NEVER off the clock. If he ever felt bothered answering questions, I never knew it. Whether it was explaining current projects or giving someone direction on getting the problem they were experiencing solved. His response always ended the same, "if that doesn't get it solved, let me know and I will see if I can help." His demeanor was never one of arrogance or pride. It was simply what he did, it is who he was. If he was ever out and about, there was seldom a time, he wouldn't stopped by someone with a concern or a question. Whether he was at the hardware store or out to dinner as a family, someone ALWAYS had a question regarding the City. True to form, Skip was always willing to answer.

LETTER FROM KURT STEVENS

June 15, 2023

Councilman Marc Roe
% City Hall, Ottumwa, IA

Dear Marc,

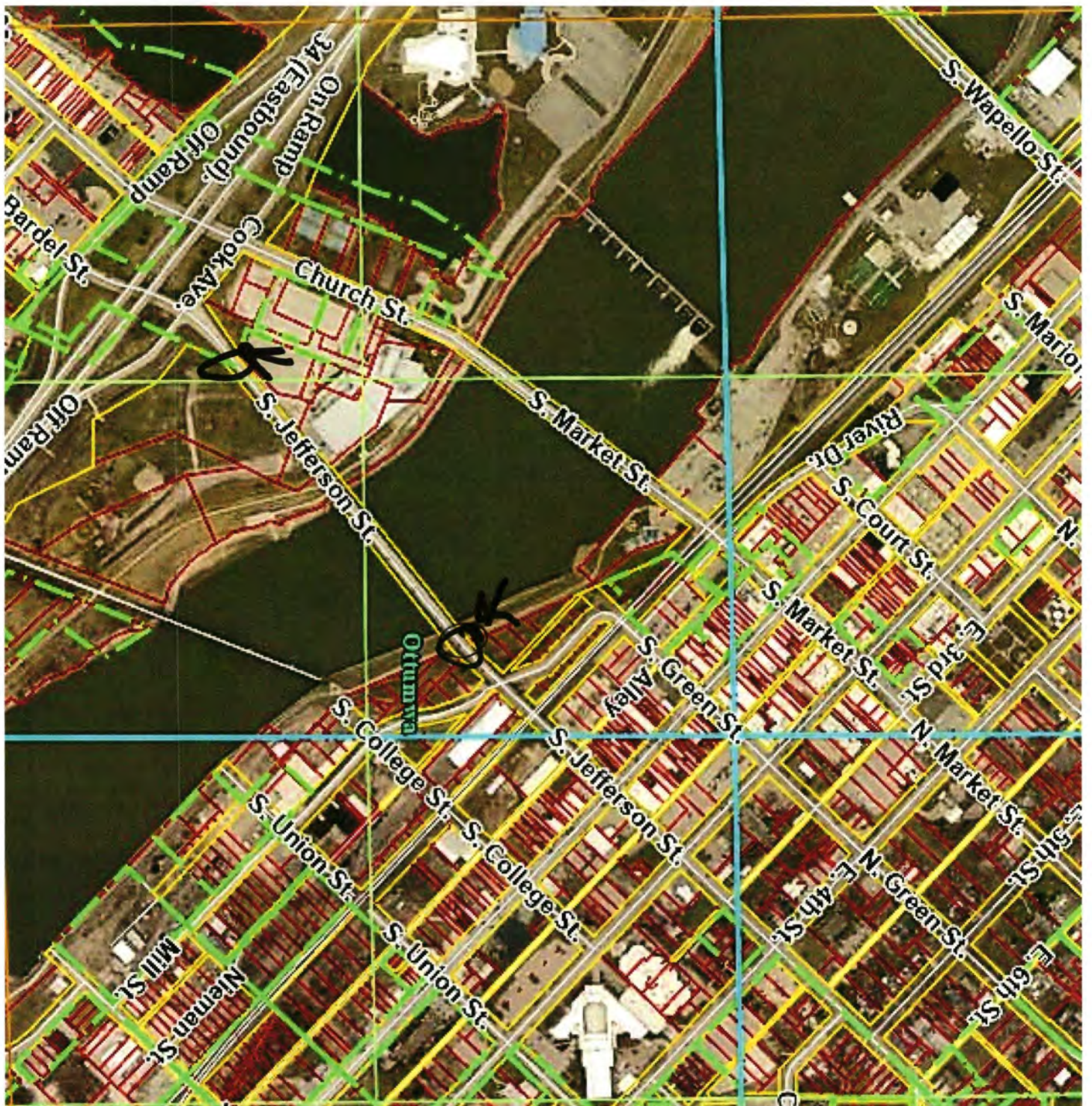
I would like to join you in your efforts to rename the Viaduct as the Skip Stevens Memorial Bridge.

In light of Skip's 40+ years of public service to the City of Ottumwa, and his service as a Council person, I think that it is fitting to name the bridge in his honor. He truly loved the City and worked hard to make it a better place to live. He worked in Public Works, and then became a City Councilman. In view of his opening the bridge and his concern for the upkeep of the bridge, renaming the Bridge in his honor is appropriate.

Skip was committed to the improvement of the City and worked hard, up until the time that he died.

Thank you for your efforts to recognize his dedication and loyalty to the City and Citizens of Ottumwa.

Respectfully submitted,
Former Mayor, Tom Lazio



Pulled - No Legislative Action

received
7.6.23 12:40pm

Item No. I.-7

CITY OF OTTUMWA

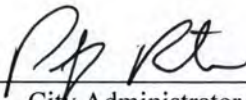
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #114-2023 - Approve Compensation Handbook

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #114-2023

DISCUSSION: Please see attached

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Create and implement a Compensation handbook which provides written guidelines and practices pertaining to compensation. Includes the salary schedule along with classification structure.

For implementation, we will place all positions not under a collective bargaining agreement on the salary schedule at their corresponding grade as identified on the classification framework.

Employee wages will then be assigned by the step that corresponds to their years of service.

*If this would be a lower wage than what the employee is currently receiving, the employee will be placed at the next highest step from their current salary. This would be the case for 15 current employees.

If the increase is \$5,000 or less annually from their current salary, this entire hourly wage increase will be processed as of July 1, 2023.

If the increase is over \$5,000 annually from their current salary, the city will adjust the hourly wage according to the following schedule:

- a. 25% of the increase effective July 1, 2023
- b. 25% of the increase effective January 1, 2024
- c. The rest will be budgeted and worked into the FY2025 budget cycle.

For any employee that would not see an increase of at least 2% over their current annual salary on July 1, 2023, we will provide a 2% COLA increase to their current salary as of July 1, 2023. This would not put them at a specific step on the salary schedule.

*If they are due a step this coming year, they will be placed at that next step upon their anniversary in position.

Employees will still receive their step increase (if due) in FY24 along with this increase.

Positions covered under a collective bargaining contract will be assigned the grade as listed on the classification framework. This information will be reviewed upon negotiations with each bargaining unit.

Budgeted amounts - Approved by council during budget approval

General fund total budget = \$13,163,983
Road Use Tax Fund total budget = \$2,102,520
All others budget = \$4,578,089
Total = \$19,844,592

Projected amounts with increases

General fund total budget = \$13,148,872
Road Use Tax Fund total budget = \$2,105,610
All others budget = \$4,552,712
Total = \$19,807,195

RESOLUTION NO. 114-2023

RESOLUTION TO APPROVE AND ADOPT THE COMPENSATION HANDBOOK

WHEREAS, the City of Ottumwa, Iowa has evaluated our current compensation structure and determined the current structure does not meet the short and long term care for employees and operational needs for the employer, and;

WHEREAS, the current compensation structure had developed inequities and compression within our current organizational structure and;

WHEREAS, the City currently does not have written or consistent guidelines or rules set forth to guide compensation decisions, and;

WHEREAS, the City of Ottumwa, Iowa has received final recommendations from Gallagher for our wage and compensation study; and

WHEREAS, staff has drafted a Compensation Handbook to meet the needs of both employee and employer and finds that approval of said policies and procedures, 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 this Compensation Handbook is hereby adopted and in place with an effective date of July 1, 2023.

BE IT FURTHER RESOLVED, positions not covered under a collective bargaining agreement will be placed in the grade listed as per the classification framework, and;

BE IT FURTHER RESOLVED, employees not covered under a collective bargaining agreement will be assigned the step that corresponds to their time in service. If an employee is currently making a higher amount, they will be placed at the step closest to their current salary while not experiencing a pay decrease, and;

BE IT FURTHER RESOLVED, New salary wages will be implemented for employees not covered under a collective bargaining agreement will have salaries adjusted effective July 1, 2023 according to the following practice;

1. If the increase is \$5,000 or less annually from their current salary, this entire hourly wage increase will be processed as of July 1, 2023.
2. If the increase is over \$5,000 annually from their current salary, the city will adjust the hourly wage according to the following schedule:
 - a. 25% of the increase effective July 1, 2023
 - b. 25% of the increase effective January 1, 2024
 - c. The rest will be budgeted and worked into the FY2025 budget cycle.

BE IT FURTHER RESOLVED, positions covered under a collective bargaining agreement will be assigned on the classification framework and this information will be reviewed upon negotiations with each bargaining unit.

PASSED, ADOPTED and APPROVED this 11th day of July, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

PURPOSE OF THE COMPENSATION HANDBOOK

The City of Ottumwa Compensation Handbook serves as a reference document that outlines the organization's compensation philosophy and practices for employees. The purpose of a compensation handbook is to ensure that employees are aware of the compensation they can expect to receive for their work, and the City of Ottumwa is able to apply consistent and fair compensation practices. It provides detailed information about salary ranges, benefits, and any other compensation-related information that employees need to know.

By providing transparency and clarity around compensation, a compensation handbook helps to ensure employee satisfaction, retention, and engagement.

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

- Appendix A – Classification Structure
- Appendix B - Classification Framework
- Appendix C - Salary Schedule
- Position Description Questionnaire
- Job Analysis Request

ELIGIBILITY

The City of Ottumwa Compensation Handbook applies to all employees. Salary information for elected officials and contracted employees are also included in Appendices. If any provision of the handbook conflicts with collective bargaining agreements, the terms of the collective bargaining agreements will prevail.

The City of Ottumwa's compensation philosophy outlines the City's approach to compensating its employees. It is not an employment contract. The City retains the right to amend this handbook at its sole discretion.

PURPOSE

The purpose of a compensation philosophy is to provide a clear and consistent framework for compensation decisions across the organization. It serves as a guiding principle for how the City values and rewards its employees, and how we position ourselves in the job market. It helps to attract and retain top talent, promote fairness and equity in compensation practices, and ensure that compensation decisions are transparent and consistent.

The City of Ottumwa's compensation philosophy provides a framework for communicating with employees about compensation decisions, and helps to ensure that compensation decisions are made based on objective criteria and internal equity considerations.

The City of Ottumwa is committed to being the employer of choice. Our valued employees are the key to delivering on our commitment to improve lives of the citizens through excellence of service. Our compensation philosophy, including salary and benefits, is a reflection of our values. The City will pursue sustainable compensation goals in accordance with its overall fiscal position while respecting the goals of the philosophy. The City's compensation philosophy is designed to meet the following key objectives:

- **Externally Competitive Salary and Benefits.** The City will strive for salary to be at the 75th percentile of comparisons to identified benchmark jobs across comparable cities and regional industry employers. We will provide affordable and comprehensive benefit options that best fit employee needs and promote consumerism.
- **Equitable.** The City will strive to provide a framework of consistent compensation practices that are fair, equitable and free of discrimination. The City will work to continually improve this process by conducting periodic performance evaluations and updating position descriptions. We will regularly assess our market to ensure that our salary rates remain competitive.
- **Excellence.** The City employs high quality employees and we value continuous improvement as part of our commitment to excellence. Our compensation practices are intended to attract and retain employees who exemplify our values and delivery on our mission and vision. Qualified employees who work to advance their skills and knowledge as they contribute to the achievement of organizational objectives will also be paid competitively. External hires will be paid competitively in order to attract new talent within the designated ranges.
- **Emphasis on Service.** Individual employee goals may be developed to support overall performance and strategic priorities and exemplary service to the residents and property owners. We support and promote continual learning and employee growth by providing personal and professional development in order to produce high-quality, relevant programs and services. This is essential to efficient delivery of services as well as our growth and sustainability as a City.

- **Easy to Communicate.** Because the City is confident of the equity, validity, and reliability of the compensation system and practices, we maintain open communication with employees regarding their individual compensation. The compensation system is easily implemented, communicated and is simplistic in its design. Each employee will know how their compensation is determined. The City will develop a communication plan for our compensation program that supports our status as an employer of choice.

The City, as stewards over entrusted public funds, must be fiscally responsible as we administer compensation and benefits to employees. It is important to us that our compensation practices are sustainable well into the future. The City will seek opportunities, where appropriate, to invest in employees through compensation and benefits that are sustainable by connecting broad City performance measures that increase revenue with ongoing strategic investments in the people who work here.

Comparator/Peer Organizations

Factors considered in selecting comparator/peer organizations for market compensation comparison may include employer size and complexity, services rendered, aspirational organizations, from whom the City gains talent or to whom the City loses talent, population, proximity, and budget. While the selected comparator organizations are subject to change based on market or other conditions, the goal is to maintain consistency for as long as viable. As of 2022, the City's comparator organizations are as follows:

- Clinton, Iowa
- Dubuque, Iowa
- Fort Dodge, Iowa
- Marshalltown, Iowa
- Oskaloosa, Iowa
- Burlington, Iowa
- Muscatine, Iowa
- Bettendorf, Iowa
- Altoona, Iowa
- Mason City, Iowa

Additionally, the City will utilize reliable published survey sources to obtain additional public sector and private sector data especially related to cross industry jobs where competition warrants such comparisons.

Pay Structure and Progression

The City will develop its pay structure using the market median for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on performance and as prescribed by the City's Salary Administration Guidelines.

A classification system is a method of describing and naming work performed in an organization. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Total Compensation

Every employee will have access to their total compensation package provided by the City of Ottumwa through the human capital system (currently UKG). This statement will include the dollar value of base pay, benefits and other variable/discretionary pay.

PURPOSE

The purpose of administrative guidelines for compensation is to establish a clear and consistent approach to determining compensation for employees within the City of Ottumwa. These guidelines typically cover a range of issues such as salary structures, incentive plans, employee benefits, and performance evaluations.

By providing a framework for how compensation decisions are made, the City of Ottumwa can ensure that our compensation policies are fair, transparent, and aligned with our overall business strategy. Additionally, guidelines for compensation can help to attract and retain talented employees, promote employee satisfaction and engagement, and mitigate potential legal and regulatory risks.

Classification & Compensation System Goals

The City of Ottumwa adopted a classification and compensation program for all employees. The goals of the program are to:

- Define job families/series and career paths; and
- Develop and maintain a compensation system that is internally equitable and externally competitive.

The Classification and Compensation Program consists of three systems:

- A Classification System;
- A Job Evaluation System; and
- A Compensation System.

Each of these systems is described below.

Classification System

A classification system is a method of describing and naming work performed in the City of Ottumwa. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Definition of Terms in this Section

Term	Definition
Position	A position is the job held by one person. It is the set of duties assigned to an individual.
Classification	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
Classification Specification	A general description of a class of work. A classification typically includes a general summary of the work; distinguishing characteristics of the class; the essential duties of the class; the knowledge and skills required at entry to the

Term	Definition
	<p>class; and any licensing and special physical requirements. Classification specifications do not describe the duties and responsibilities of each individual employee in a class. Classification describes the collective responsibilities of all employees that are allocated to that classification. A class specification includes:</p> <ul style="list-style-type: none"> • A description of the type and level of work; • A description of the characteristics which distinguish this class from others which may be in the same occupation or at the same level of authority and responsibility; • Information which indicates standards for recruiting and selecting staff, determining appropriate pay, defining career growth opportunities, identifying performance expectations and complying with the Americans with Disabilities Act (ADA).
Classification Series	<p>A set of classifications which are closely related to one another, but reflect increasing levels of decision-making, difficulty and/or accountability. This is also often referred to as a job family. In order for multiple levels to be defined within a classification series, there must be distinct differences in the level of decision-making, responsibility, and/or accountability. The differences must be clearly defined and require additional knowledge, education, and/or skill. A new level should not be added due to any of the following:</p> <ul style="list-style-type: none"> • The volume of work; • The number or variety of specific assignments; • An employee's longevity in a current classification; or • A change in reporting relationships.
Classification Structure	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
Classification Titles	<p>A classification title names a class of work and should be easily understood by employees, applicants, other organizations, and the public. The following terms have been used in classification titles.</p>
Position Description Questionnaire (PDQ)	<p>The form used to identify new or changed positions or jobs to provide updated content for review by City Human Resources.</p>

Classification Structure

New Positions

When new positions are created, the hiring manager will work with Human Resources to complete a Position Description Questionnaire. Human Resources will determine the appropriate placement within the classification system and update the classification structure.

Requests for Reclassification

From time to time, it may be necessary to reclassify certain positions, to update classification specifications, and/or to develop a new classification. It may be necessary to make one or more of these changes when an individual's duties and responsibilities change significantly, a department or function reorganizes, or a new job or position is created. Before any changes to the class structure are made, a job analysis must be completed. Job analysis is a systematic way of collecting data and analyzing the duties and nature of a specific job or position. The job

analysis provides the information necessary to allocate a position to a classification, modify a classification, or develop a new classification.

A job analysis will be performed if:

- A new job or position is created in the organization;
- A position's or classifications essential duties of the position have substantially changed. Typically, this means that thirty percent (30%) or more of the duties have changed.
- The new responsibilities have been performed for a minimum of six (6) months, and are determined to be permanent.

Employees who believe their duties and responsibilities have substantially changed should get approval from their Department Head to request a job analysis. A job analysis request form is available from the Human Resources department. Individuals requesting a job analysis will be asked to complete a Position Description Questionnaire. The PDQ will be used to help determine if the job is appropriately classified, should be allocated to a different classification, or if a new classification should be developed. Human Resources will conduct the review of the PDQ and may conduct interviews of appropriate departmental personnel. Human Resources will make the final determination as to the classification, title, FLSA, job evaluation rating, pay grade, and related areas. If there is a concern with the final ruling, this may be appealed to the City Administrator for review. The City Administrator's determination will be final.

Job Evaluation System

The City of Ottumwa uses a combination of market data and a classification framework to maintain internal equity. This is achieved by first aligning a classification to the appropriate pay range midpoint that is most closely aligned with the market's 75th percentile. This placement is then validated against the classification framework that establishes the levels of work across the City functions. For jobs without market data, the City will review the classification framework and similar classifications to assign to the appropriate pay range.

It is recommended that the internal alignment is reviewed on an annual basis and is supported through the classification processes. Appendix B is the classification framework for the City. This will be continuously reviewed and revised as necessary based on the City's needs and priorities.

Compensation System

The City of Ottumwa intends to compensate employees at a level that is competitive with the market and maintains the City's internal equity of its classifications through the application of the job evaluation methodology. Therefore, the City has adopted salary structures based on the job evaluation results (internal equity) and market data. The salary structures will be reviewed and updated periodically to ensure the structures remain competitive with the market. (See Structure Maintenance section.)

Annual Increases and Salary Structure Adjustments

The City of Ottumwa may adjust its salary structure (Appendix C) on an annual basis, to ensure competitiveness with the labor market and account for changes in market conditions and trends. Salary structure adjustments will be based on information related to market trends and organization financials. The City of Ottumwa will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report to guide future adjustments. The Midwest CPI measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Note on Salary Structure Adjustments and Employee Increase Amount:

- The salary structure adjustment is separate from the employee increase amount. While a salary structure adjustment will impact the entire pay grid, it does not equate to across-the-board increases for employees. Employee compensation may be impacted on an individual basis due to step increases or other factors.

Pay structure adjustments must be approved within the City's budget process. Employees may or may not receive an adjustment to their individual pay as a result of the pay structure adjustment process.

In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study at least every fifth year. This schedule may vary depending on market conditions.

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's range minimum up to the 50th percentile; hiring rates above the 50th percentile will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above the 50th percentile shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

As mentioned above, range spans (spreads) will vary by level of job. Therefore, the length of time for progression within the salary range will increase as jobs move up through the salary grade structure.

An employee will progress from step 1 through step 7 each year on their anniversary date in position. Once an employee reaches step 7 (midpoint), step progression will happen every three (3) years on the anniversary date in position.

If an employee is hired into a step greater than step 1, the employee will progress through the steps quicker. For example, if an employee was hired in at a step 3, their progression would look like this:

Hire	Step 3
1 year anniversary date in position	Step 4
2 year anniversary date in position	Step 5
3 year anniversary date in position	Step 6
4 year anniversary date in position	Step 7
7 year anniversary date in position	Step 8
10 year anniversary date in position	Step 9
13 year anniversary date in position	Step 10
16 year anniversary date in position	Step 11
19 year anniversary date in position	Step 12
22 year anniversary date in position	Step 13

If an employee obtains a certification that is deemed pertinent to their current job and will be of benefit to the city on a regular basis, an employee may increase their steps. This would be approved by the City Administrator and the certification must be documented.

Promotional Increases

In many situations, an employee promoted to a position in a higher pay range (grade) will receive an immediate pay increase. This increase is separate and distinct from any annual salary adjustment. Promotional increases will generally provide an increase between 5% and 10%. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

In determining the promotional increase, the following other guidelines will be used:

- An employee's salary will be increased at least to the minimum of the new salary range; and
- In no case will a promotional increase place an employee's salary above the maximum of the new salary range.

For positions assigned to a step system, any promotional increase will result in a salary that is "on step" and must correspond to a particular step.

Acting Pay: Pay Rates for Work in a Higher Job Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay grade or pay range), a temporary pay rate may be established for the period of that assignment or work schedule. To receive the adjusted rate, an employee must be working in the higher classification at least 50% of their workday for a minimum of fifteen (15) days.

The effective hourly rate of pay should be within the pay range for the salary grade of the temporary assignment, and should be determined using the same considerations, as noted above, for a promotional increase. This action should only take place when prior approval is given. This policy should not apply to situations of vacation replacement. Once the temporary assignment has been completed, the pay rate will revert to the previous rate.

- Occupational Group - Management = 10% of current base salary
- Occupational Group – Professional = 7.5% of current base salary
- Occupational Group – Technical / Specialist = 5% of current base salary

Discretionary Increases/Incentives

A Department Director, upon the review and approval of the Human Resources Director, may grant a discretionary increase to an employee. Such increases or incentives may be necessary for the following:

- To relieve compression;
- To address pay equity situations;
- To retain top performers outside of the performance cycle;
- To reward an employee with sustained favorable performance; or
- If given as a base salary increase, such increases are to be in accordance with the provisions of the pay plans to which an employee is assigned.

If such increase or incentive is given as a means of retaining an employee, the employee must (1) have achieved a performance ranking of higher than meeting expectations on the employee's most recent performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Human Resources Director. Retention increases are not to be given more than once in a thirty-six (36) month period.

If the discretionary increase or incentive is granted due to performance, an employee must have a performance evaluation ranking of higher than meeting expectations on the employee's most recent performance evaluation and the employee shall not be eligible for more than one such increase per calendar/fiscal year.

All discretionary increases or incentives of more than five percent (5%) must be approved in writing by the Human Resources Director and City Administrator or their designee unless the increase is for an employee on a step system and such movement is to the next highest step.

A discretionary increase will not be provided if it places the resulting base salary above that of the respective pay range maximum.

Leaves of Absence

Salary increases are not earned while on an unpaid leave of absence and in compliance with leave regulations. Upon reinstatement, the employee shall be paid at the same rate he/she had prior to the leave of absence. If, during the absence, an increase had been provided, the salary of the incumbent should be reviewed at the time he/she returns for any pay action.

Voluntary Reassignment

An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

Involuntary Reassignment (Demotion)

An employee who is involuntarily reassigned to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. A minimum of 5% reduction in pay is considered, but in no case will the employee be paid over the maximum of the new pay range.

Involuntary Transfer to a Lower Grade

When an employee receives an involuntary transfer, (not resulting from a demotion) to a new position with a salary range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequent reassignment of a position with a lower grade), no immediate salary reduction should occur. For employees with positions on a step system, their "new" position should be placed on the pay scale at the closest, next highest step if the job is also assigned to a step pay range. Under this circumstance, the employee's situation will be reviewed during the next pay adjustment cycle to determine if the employee is eligible for any further step adjustment. If the employee's salary is above the maximum of the lower grade, no salary increases will be granted to the employee until the maximum for the new grade equals or exceeds the employee's salary.

Lateral Transfer

When necessary, the City may change an employee or group of employees from one job to another within the same pay grade. This will happen when the City deems the change to be in the interest of efficiency and meeting objectives. When an employee(s) is transferred to a position assigned to the same pay grade, he or she will not receive an adjustment in pay. Likewise, an employee who voluntarily requests a lateral transfer to a job within the same pay grade will not receive a pay adjustment.

Reclassification/Regrade

An employee who is advanced to a higher pay grade through reclassification or classification regrade shall have their salary set within the range of the new pay grade under the following guidelines:

- 1) The minimum of the assigned pay grade; but not above pay grade maximum unless the current salary is above the maximum.
- 2) On the next highest step to that of the current salary.

An employee who is reduced to a lower pay grade by reclassification or regrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Job Family	Series Title	New Class Title	Series Level
Accounting	Accounting	Accounting Specialist	1
Accounting	Accounting	Accountant	2
Accounting	Accounting	Director of Finance	3
Administrative Support	Administrative Support	Administrative Clerk	1
Administrative Support	Administrative Support	Administrative Specialist	2
Airport	Airport	Aviation Mechanic/Technician	1
Airport	Airport	Equipment Operator	2
Airport	Airport	Aviation Services Supervisor	3
Airport	Airport	Director of Airport Operations	4
Fire	Fire	Firefighter	1
Fire	Fire	Master Firefighter	2
Fire	Fire	Fire Captain	3
Fire	Fire	Assistant Fire Chief	4
Fire	Fire	Deputy Fire Chief	5
Fire	Fire	Fire Chief	6
Facilities Maintenance	Facilities Maintenance	Facilities Technician	1
Facilities Maintenance	Facilities Maintenance	Custodian	2
Facilities Maintenance	Facilities Maintenance	Maintenance Worker	3
Facilities Maintenance	Facilities Maintenance	Maintenance Manager	4
Human Resources	HR	HR Coordinator	1
Human Resources	HR	HR Generalist	2
Human Resources	HR	Director of Human Resources	3
Library	Library	Library Clerk	1
Library	Library	Library Assistant	2
Library	Library	Librarian	3
Library	Library	Reference Librarian	4
Library	Library	Library Manager	5
Library	Library	Library Director	6
Clerk	Clerk	City Clerk	n/a
City Management	City Management	City Administrator	n/a
Parks and Recreation	Parks and Recreation	Customer Service Representative	1
Parks and Recreation	Parks and Recreation	Lifeguard	2
Parks and Recreation	Parks and Recreation	Program Instructor	3
Parks and Recreation	Parks and Recreation	Program Supervisor	4
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	5
Community Development	Landfill	Grounds Worker	1
Community Development	Landfill	Gatekeeper	2
Community Development	Landfill	Equipment Operator	3
Community Development	Landfill	Landfill Supervisor	4
Community Development	Recycling	Demufacturing Technician	1

Job Family	Series Title	New Class Title	Series Level
Community Development	Recycling	Gatekeeper	2
Community Development	Recycling	Recycling Coordinator	3
Community Development	Planning and Zoning	Code Compliance Officer	1
Community Development	Planning and Zoning	Building Inspector	2
Community Development	Planning and Zoning	Planning and Zoning Coordinator	3
Community Development	Planning and Zoning	Director of Community Development	4
Public Safety Communications	Public Safety Communications	911 Communication Specialist	1
Public Safety Communications	Public Safety Communications	911 Dispatch Supervisor	2
Public Safety	Public Safety	Police Officer	1
Public Safety	Public Safety	Sergeant	2
Public Safety	Public Safety	Lieutenant	3
Public Safety	Public Safety	Police Chief	4
Public Works	Sewer Maintenance	Equipment Operator	1
Public Works	Sewer Maintenance	Sewer Maintenance Supervisor	2
Public Works	Street Maintenance	Equipment Operator	1
Public Works	Street Maintenance	Street Maintenance Supervisor	2
Public Works	Traffic Maintenance	Traffic Maintenance Technician	1
Public Works	Traffic Maintenance	Electrician	2
Public Works	Traffic Maintenance	Senior Electrician	3
Public Works	Traffic Maintenance	Traffic Maintenance Supervisor	4
Public Works	Mechanic	Mechanic	1
Public Works	Mechanic	Garage Supervisor	2
Public Works	Management	Public Works Superintendent	3
Public Works	Civil Engineering	Engineering Aide	1
Public Works	Civil Engineering	Engineering Assistant I	2
Public Works	Civil Engineering	Design Tech	3
Public Works	Civil Engineering	Engineering Supervisor	4
Public Works	Civil Engineering	City Engineer	5
Public Works	Laboratory Operations	Laboratory Technician	1
Public Works	Laboratory Operations	Laboratory Chemist	2
Public Works	Wastewater	Plant Operator	1
Public Works	Wastewater	Maintenance Technician	1
Public Works	Wastewater	Pre-Treatment Coordinator	2
Public Works	Wastewater	WPCF Supervisor	3
Public Works	Wastewater	Water Superintendent	4
Public Works	Management	Director of Public Works	2
Information Technology	IT	IT Technician	1
Information Technology	IT	IT Manager	2
Stand alone	Stand alone	GIS Administrator	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
MANAGEMENT (EXEMPT)	City Administrator	Overall strategic and operational direction and management of the City responsible for executing the goals and objectives of the Council	City Administrator	17
	Senior Director	Direct and oversee departments and functions across the City with overall policy development. Impacts of decisions and responsibilities go across functional areas and impact all or most City operations.	Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works	13
			Fire Chief	13
	Director	Direct the operations, goals, and services of a City department or functional area by defining the operations with the scope of established goals and objectives. Incumbents develop and manage a budget, and ensure the operations meet City-wide strategies.	Library Director	12
			Director of Airport Operations	12
			City Engineer	12
			IT Manager	12
			Director of Parks & Recreation	12
	Manager	Oversee the operations and planning of a work unit, function, or division; may serve as second-in-command, and typically report to a department head. Responsible to determine and plan the operations of the assigned area through planning, functional management, or project management assignments.	Deputy Fire Chief	11
			Police Lieutenant	11
			Water Superintendent	11

Occupational Group	Title	Level Definition	Position Title	Grade
PROFESSIONAL (EXEMPT)	Lead/Principal/Administrator	Responsible for the advanced level of analysis, programming, and execution of assigned work in the area of assignment to the broader City. Typically responsible for assignments and work that impact within the department and across the City through the operations and work of an assigned functional area.	Public Works Superintendent	10
	Senior Officer / Analyst / Coordinator	Represent an area of assignment to related functions or by providing information to the broader City. Incumbents have limited to no budget responsibility with impact of work and information on departments or functions across the City. The assignments require diverse decisions that require complex decision making skills through the analysis, evaluation, and methodology development to review information and data. Assignments are generally broad in nature. Incumbents determine which process to utilize in carrying out duties.	Aviation Services Supervisor	9
			City Clerk	9
			Assistant Fire Chief	9
			Police Sergeant	9
	Officer/Analyst / Supervisor	Journey-level analytical work in an assigned area, department, or operations of the City. Incumbents have limited to no budget responsibility with the impact of work concentrated within the area of assignment. Duties often require complex decision making skills to troubleshoot standard processes or steps. Assignments are generally broad in nature that require input from multiple sources to identify errors or solutions.	WPCF Maintenance Supervisor	8
			WPCF Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Landfill Supervisor	8
		Police Officer	8	

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Foreman/ Lead Specialist/ Technician	Top level of operation, administrative services, office coordination, administrative support for program or staff, may serve as the lead worker.	Street Maintenance Supervisor	7
			Traffic Maintenance Supervisor	7
			Sewer Maintenance Supervisor	7
			Garage Supervisor	7
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Library Manager	7
			Recycling Coordinator	7
			HR Generalist	7
			Accountant	7
			Public Information Officer	7
			Senior Electrician	7
	GIS Administrator	7		
	Building Inspector	7		
	Fire Captain	7		
	Senior Specialist / Technician	Advanced specialized program support or complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures; requires a comprehensive knowledge and skill of the assigned area or function to complete the assigned responsibilities assigned.	Engineering Assistant	6
Pre-treatment Coordinator			6	
Master Firefighter			6	
Electrician			6	

	Specialist / Technician	Specialized program support or moderately complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures.	Mechanic	5
			Water Laboratory Technician	5
			Code Compliance Officer	5
			Traffic Maintenance Technician	5
			Equipment Operator	5
			IT Technician	5
			WPCF Maintenance Technician	5
			WPCF Plant Operator	5
			Firefighter	5
	Assistant/ Technician	Work is routine in nature with the majority of time dedicated to the performance of tasks related to one area of responsibility, with standardized responsibilities of basic maintenance and repair, transaction processing, general administrative support.	Accounting Specialist	4
			Maintenance Worker	4
			Engineering Aide	4
			De-manufacturing Technician	4
			911 Communication Specialist	4
		Reference Librarian	4	

Occupational Group	Title	Level Definition	Position Title	Grade
SUPPORT (NON-EXEMPT)	Worker/Representative	Role is within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations and how responsibilities of multiple positions interact and impact that area.	Program Supervisor	3
			Administrative Specialist	3
			Custodian	3
			Librarian	3
	Receptionist/Clerk/Worker	Role is typically assigned within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations.	Library Assistant	2
			Administrative Clerk	2
	Clerk	Work is in a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities; with the position accountable for the specific assignments.	Library Clerk	1
			Lifeguard	1
			Gatekeeper	1
			Ground Worker	1
Parking Attendant			1	
Facilities Technician	1			

Option 2: Anchor using lowest data point at 75th													
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	\$ 33,077	\$ 33,904	\$ 34,731	\$ 35,558	\$ 36,385	\$ 37,211	\$ 38,038	\$ 38,865	\$ 39,692	\$ 40,519	\$ 41,346	\$ 42,173	\$ 43,000
2	\$ 36,385	\$ 37,294	\$ 38,204	\$ 39,113	\$ 40,023	\$ 40,933	\$ 41,842	\$ 42,752	\$ 43,661	\$ 44,571	\$ 45,481	\$ 46,390	\$ 47,300
3	\$ 40,023	\$ 41,024	\$ 42,024	\$ 43,025	\$ 44,025	\$ 45,026	\$ 46,026	\$ 47,027	\$ 48,028	\$ 49,028	\$ 50,029	\$ 51,029	\$ 52,030
4	\$ 44,025	\$ 45,126	\$ 46,227	\$ 47,327	\$ 48,428	\$ 49,528	\$ 50,629	\$ 51,730	\$ 52,830	\$ 53,931	\$ 55,032	\$ 56,132	\$ 57,233
5	\$ 48,428	\$ 49,638	\$ 50,849	\$ 52,060	\$ 53,271	\$ 54,481	\$ 55,692	\$ 56,903	\$ 58,113	\$ 59,324	\$ 60,535	\$ 61,745	\$ 62,956
6	\$ 53,271	\$ 54,602	\$ 55,934	\$ 57,266	\$ 58,598	\$ 59,929	\$ 61,261	\$ 62,593	\$ 63,925	\$ 65,256	\$ 66,588	\$ 67,920	\$ 69,252
7	\$ 58,598	\$ 60,063	\$ 61,528	\$ 62,992	\$ 64,457	\$ 65,922	\$ 67,387	\$ 68,852	\$ 70,317	\$ 71,782	\$ 73,247	\$ 74,712	\$ 76,177
8	\$ 64,457	\$ 66,069	\$ 67,680	\$ 69,292	\$ 70,903	\$ 72,515	\$ 74,126	\$ 75,737	\$ 77,349	\$ 78,960	\$ 80,572	\$ 82,183	\$ 83,795
9	\$ 70,903	\$ 72,676	\$ 74,448	\$ 76,221	\$ 77,993	\$ 79,766	\$ 81,539	\$ 83,311	\$ 85,084	\$ 86,856	\$ 88,629	\$ 90,402	\$ 92,174
10	\$ 77,993	\$ 79,943	\$ 81,893	\$ 83,843	\$ 85,793	\$ 87,743	\$ 89,692	\$ 91,642	\$ 93,592	\$ 95,542	\$ 97,492	\$ 99,442	\$ 101,392
11	\$ 85,793	\$ 87,938	\$ 90,082	\$ 92,227	\$ 94,372	\$ 96,517	\$ 98,662	\$ 100,807	\$ 102,951	\$ 105,096	\$ 107,241	\$ 109,386	\$ 111,531
12	\$ 94,372	\$ 96,731	\$ 99,091	\$ 101,450	\$ 103,809	\$ 106,169	\$ 108,528	\$ 110,887	\$ 113,247	\$ 115,606	\$ 117,965	\$ 120,324	\$ 122,684
13	\$ 103,809	\$ 106,405	\$ 109,000	\$ 111,595	\$ 114,190	\$ 116,785	\$ 119,381	\$ 121,976	\$ 124,571	\$ 127,166	\$ 129,762	\$ 132,357	\$ 134,952
14	\$ 114,190	\$ 117,045	\$ 119,900	\$ 122,754	\$ 125,609	\$ 128,464	\$ 131,319	\$ 134,174	\$ 137,028	\$ 139,883	\$ 142,738	\$ 145,593	\$ 148,447
15	\$ 125,609	\$ 128,749	\$ 131,890	\$ 135,030	\$ 138,170	\$ 141,310	\$ 144,451	\$ 147,591	\$ 150,731	\$ 153,871	\$ 157,012	\$ 160,152	\$ 163,292
16	\$ 138,170	\$ 141,624	\$ 145,079	\$ 148,533	\$ 151,987	\$ 155,441	\$ 158,896	\$ 162,350	\$ 165,804	\$ 169,258	\$ 172,713	\$ 176,167	\$ 179,621
17	\$ 151,987	\$ 155,787	\$ 159,587	\$ 163,386	\$ 167,186	\$ 170,986	\$ 174,785	\$ 178,585	\$ 182,385	\$ 186,184	\$ 189,984	\$ 193,784	\$ 197,583
18	\$ 167,186	\$ 171,366	\$ 175,545	\$ 179,725	\$ 183,905	\$ 188,084	\$ 192,264	\$ 196,443	\$ 200,623	\$ 204,803	\$ 208,982	\$ 213,162	\$ 217,342

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$9.00 per hour
Recycling Center Contracted Employees	\$8.25 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	

CITY OF OTTUMWA
Position Description Questionnaire (PDQ)

I. BACKGROUND

EMPLOYEE INFORMATION: In this section, you will provide information regarding your name, current job title, your immediate supervisor, etc. This information will help us make sure we refer to the correct job throughout the study

Employee Name	Date Form Completed
Official Job Title	Department
Work Phone (if applicable)	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10+ years
E-mail	Time in Current Position
Immediate Supervisor	Immediate Supervisor Reports To
Name	Name
Title	Title

II. POSITION INFORMATION

1. POSITION SUMMARY

Please write 1 to 3 sentences that describe the purpose and major duties of your position.

Example: Computer Support Technician

Summary: To operate, maintain and repair computer equipment and to provide technical assistance to users; provide guidance to users on how to fix problems; install equipment and programs; troubleshoot problems by researching potential solutions; and provide input on software and equipment purchases.

2. SUPERVISION AND ORGANIZATIONAL RELATIONSHIPS

a. Supervisory and Lead Worker/Working Supervisor Responsibilities

For each statement in the chart below, if the statement applies to your position, please check the box under the "Yes" column and then indicate the number of employees for which you are responsible for supervising to the right of the statement.

Supervisor/Manager: Officially responsible for regularly directing the work of full-time/part-time employees and has the authority to evaluate performance, sign performance reviews, and reward/discipline. This is different from "lead" worker duties.

Lead Worker/Working Supervisor: Position functions in a "lead" capacity for a group of employees. The Lead Worker/Working Supervisor does not have full formal supervisory authority, however they are responsible for assigning, scheduling, directing daily work assignments, reviewing work, and providing guidance as the most technically skilled member of the work team. In addition to lead worker duties, the position is responsible for performing the same responsibilities as assigned employees.

NOTE: Employees serving as project managers that supervise, coordinate, or lead organizational or cross department/division projects, please describe such duties and responsibilities in Section 3 – Essential Duties.

Yes	Duty	# of Employees
<input type="checkbox"/>	I do not officially supervise other employees (sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc.).	NA
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of other regular employees.	
<input type="checkbox"/>	I evaluate and sign performance reviews, approve timecards, conduct job interviews, reward/discipline, etc. of part-time or contract employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for other regular employees.	
<input type="checkbox"/>	I assign work and provide work direction as a "lead-worker/working supervisor" for part- time or contract employees.	

3. ESSENTIAL RESPONSIBILITIES

In the table below, please list your essential duties, and the decisions you make in carrying out each duty. Essential Responsibilities describe why your role with exists. Please reference the following guidelines when completing this section:

DO

List responsibilities that make up at least 5% of your time.

Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.

Provide enough detail so that someone outside of the organization and not directly familiar with your job will have a clear understanding of what it is that you do.

Follow the format of what, how and why – “I do this, by doing this, in order to...”

Indicate how often you perform each duty in the “Frequency” column.

Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. *Example: Sally conducts property value estimates 20% of the time, it may mean she spends one day out of five on that task, or that she spends around two hours each day. These need only be estimates so do not spend a great deal of time trying to come up with an exact percentage. The percentages of your essential duties should not exceed 100%, but should account for at least 80% of your time.*

DON'T

Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.

List specific tasks (e.g., complete weekly project status report).

Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.

Use acronyms.

Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.

Example

DON'T WRITE “Prepares quality assurance reports”

DO WRITE “Prepares quality assurance reports by summarizing client error reports in order to add to the knowledge- base and identify broader solutions 20% of the time”. This may mean the employee spends one day out of five on that task OR spends around two hours each day.

Essential Duties (What you do and how you do it.)	Decisions Required	Frequency	% of Time
EXAMPLES: (List actual essential duties below examples)			
<i>Prepares monthly newsletters by gathering information, writing copy, editing, and preparing for publication.</i>	<i>Articles to include, editorial changes, graphics, layouts</i>	<i>M</i>	<i>25%</i>
<i>Performs inventory spot checks and monthly counts of supplies in warehouse.</i>	<i>When to check supplies</i>	<i>M</i>	<i>10%</i>
<i>Plans, develops, and manages department policies and programs.</i>	<i>How to plan department activities based on organization goals set forth by higher-level staff</i>	<i>M</i>	<i>20%</i>
1.		Pull down menu options	
2.		Pull down menu options	
3.		Pull down menu options	
4.		Pull down menu options	
5.		Pull down menu options	
6.		Pull down menu options	
7.		Pull down menu options	
8.		Pull down menu options	
9.		Pull down menu options	
10.		Pull down menu options	

4. REQUIRED KNOWLEDGE AND SKILLS

Please list the knowledge and skills required for **entry into your position**, and not what you might necessarily know or be able to do after being in your position for a number of years.

Knowledge: refers to the possession of concepts and information gained through experience, training and/or education and can be measured through testing.

Examples: 1. Basic carpentry, plumbing, and masonry work. 2. Project management. 3. Accounting principles.

Skills: refers to proficiencies that can be demonstrated and are typically manual in nature and/or can be measured through testing.

Examples: 1. Computer proficiency. 2. Communication skills. 3. Report writing.

Knowledge and Skills

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

III. EDUCATION, EXPERIENCE, AND EQUIPMENT

1. EDUCATION

Identify the minimum level of education you believe is needed to satisfactorily perform your job at **entry level**. This may be different from what the organization currently requires and/or from your own level of education.

Position Requires

- Less than High School Diploma or equivalent (G.E.D.) (ability to read, write, and follow directions)
- High School Diploma or equivalent (G.E.D.)
- Up to one year of specialized or technical training beyond high school
- Associate degree (A.S., A.A.) or two-year technical certificate
- Bachelor's degree in
- Master's degree in
- Other (explain):

- What field(s) should training or degree be in:

2. EXPERIENCE

Example:

Type of Experience: Professional-level engineer experience

Minimum Time Required: 2 years

Identify the minimum type and years of experience required for **entry into your job?**

Type of Experience	Minimum Time Required
	years
	years

	years
--	-------

3. SPECIAL REQUIREMENTS

List any registrations, certifications or licenses that are required for entry into your position. Do not use acronyms. If no certifications or licenses are required, just leave this section blank. Registration, Certification, or Licenses:

Example:

Certificate of Registration as a professional engineer in the State required at entry or must obtain within 6 months of employment and maintain while employed in the position.

Example:

State Class B Driver's License required at entry and must be maintained while employed in the position.

4. MACHINES, TOOLS AND EQUIPMENT

List any specialized machines, tools, equipment or software used in your work and show the time spent using each.

Do not list common office equipment and software such as Microsoft Office, e-mail applications, copiers, faxes, personal computers, etc.

Machines, Tools, Equipment	Time
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options
	Pull down menu options

IV. DECISION MAKING AND JUDGMENTS

Example 1: Make decisions on the best and most proper way of reporting revenue items, determine if certain practices or procedures are compliant with cash handling policies.

Example 2: Make decisions regarding project timeline, deliverables, and budget compliance.

Describe two decisions and/or judgments you make regularly and independently in the performance of your duties.

1.

2.

When making decisions do you most often (Check only one):

- Routinely check with your supervisor before doing anything other than following standard procedures.
- Follow standard procedures and established practices to resolve problems using limited discretion.
- Use some discretion in your daily work and recommend new or revised policies, procedures and standard practices, which may be implemented after being approved by your supervisor.
- Create and implement new solutions not previously applied

Indicate which of the following types of decisions you make regularly in the course of your work.

- I plan and schedule the work of others.
- I set goals and objectives for others.
- I provide training and instruction to others.
- I assign work activities to others.
- I establish standard procedures.
- I make hiring and promotion decisions.
- I provide discipline and performance counseling.
- I provide advice to peers that they must consider carefully before making a decision. (*Example: Purchasing*)

Coordinator provides instruction regarding procurement/purchasing processes)

- I provide information to supervisors/management that they use in making a decision.

V. PHYSICAL REQUIREMENTS

1. PHYSICAL FACTORS

Your answers in this section will not affect how your job is classified.

Check the box that best describes the overall amount of physical effort required to perform your job.

- Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.
- Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Heavy Work:** Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
- Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Climbing: Ascending or descending ladders, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.	Pull down menu options	Pull down menu options
Balancing: Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces.	Pull down menu options	Pull down menu options
Stooping: Bending body downward and forward by bending spine at the waist.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Kneeling: Bending legs at knee to come to a rest on knee or knees.	Pull down menu options	Pull down menu options
Crouching: Bending the body downward and forward by bending leg and spine.	Pull down menu options	Pull down menu options
Crawling: Moving about on hands and knees or hands and feet.	Pull down menu options	Pull down menu options
Reaching: Extending hand(s) and arm(s) in any direction.	Pull down menu options	Pull down menu options
Standing: Particularly for sustained periods of time.	Pull down menu options	Pull down menu options

For each physical activity listed below, indicate the amount of time you spend performing each physical activity during the course of your work, and the level of importance of each physical activity to the performance of your essential duties.

Physical Activity	Time	Importance
Walking: Moving about on foot to accomplish tasks, particularly for long distances.	Pull down menu options	Pull down menu options
Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.	Pull down menu options	Pull down menu options
Pulling: Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.	Pull down menu options	Pull down menu options
Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position.	Pull down menu options	Pull down menu options
Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.	Pull down menu options	Pull down menu options
Grasping: Applying pressure to an object with the fingers or palm.	Pull down menu options	Pull down menu options
Feeling: Perceiving attributes of objects, such as size, shape, temperature or texture by touching the skin, particularly that of fingertips.	Pull down menu options	Pull down menu options
Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.	Pull down menu options	Pull down menu options
Hearing: Ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on machined parts.	Pull down menu options	Pull down menu options
Seeing: The ability to perceive the nature of objects by the eye.	Pull down menu options	Pull down menu options
Repetitive Motions: Substantial repetitive movements (motions) of the wrists, hands, and/or fingers.	Pull down menu options	Pull down menu options

2. WORKING CONDITIONS

Your answers in this section **will not** affect how your job is classified.

Check the box next to each working condition that you are subject to during the course of your work, and indicate the amount of time you are subject to that condition.

If most of your work is in an office setting, you may select the “Does Not Apply” box below.

Does Not Apply

	Condition	Time
<input type="checkbox"/>	Hazardous physical conditions (mechanical parts, electrical currents, vibration, etc.)	Pull down menu options
<input type="checkbox"/>	Atmospheric Conditions (fumes, odors, dusts, gases, poor ventilation)	Pull down menu options
<input type="checkbox"/>	Hazardous materials (chemicals, blood and other body fluids, etc.)	Pull down menu options
<input type="checkbox"/>	Extreme temperatures	Pull down menu options
<input type="checkbox"/>	Inadequate lighting	Pull down menu options
<input type="checkbox"/>	Work space restricts movement	Pull down menu options
<input type="checkbox"/>	Intense noise	Pull down menu options
<input type="checkbox"/>	Travel	Pull down menu options
<input type="checkbox"/>	Environmental (challenging behaviors, imminent danger, threatening environment)	Pull down menu options

VI. ADDITIONAL COMMENTS

Are there any additional comments you would like to make to be sure you have described your job adequately?

VII. EMPLOYEE, SUPERVISOR, AND DEPARTMENT DIRECTORS SIGNATURES

EMPLOYEE CERTIFICATION

I certify that the above statements and responses are accurate and complete to the best of my knowledge.

Employee Signature:

Date:

IF APPROPRIATE, TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR AND DEPARTMENT DIRECTOR

Use this section to note any additional comments, additional duties or disagreements with any section of the questionnaire. Do not change anything written by the individual filling out the questionnaire and do not address any performance issues. If you disagree with any information provided or believe some information is missing, indicate below the question number and your comments.

Question No.	Comments

***** Any supervisor or department director comments must be discussed with the employee. *****

SUPERVISOR AND DEPARTMENT DIRECTOR SIGNATURES

Please check the appropriate statement:

- I agree with the employee's position questionnaire as written.
- The above modifications have been discussed with the employee, and the employee agrees with these modifications.
- The above modifications have been discussed with the employee, and the employee disagrees with these modifications.

Supervisor Signature:

Date:

Department Director Signature:

Date:

I have noted the modifications made by my supervisor in the comments section above.

Employee Signature:

Date:

Position Name:	
Department:	
Name of person Requesting analysis	

Reason for request *(please check one)*

- A new position needs to be created
- Essential duties of the position have substantially changed
(30% or more of the duties have changed)
- New responsibilities have been performed for a minimum of 6 months and are determined to be permanent
- Other *(please list)* _____

Signature

Date

Please attached a completed Position Description Questionnaire (PDQ) and another other supporting documentation with this submission to HR for review.

Reviewed by:	
Date completed:	
Action taken:	

Signature

Date

Pulled - No Legislative Action

received
75.23 1240pm

Item No. I.-8.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 11, 2023

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #115-2023 - Approve updates to Personnel Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #115-2023

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 10 - Benefits

Holidays

*Added a change for sergeants regarding holiday. Since they work 2184 hours annually, they will earn the holiday time at a different rate.

- o Sergeants will receive 132 hours of holiday pay due to working 2184 hours per year.

Vacation

*Changed that vacation accrual increases will take effect on the employee's anniversary date (UKG does this automatically for us).

*Added a change for sergeants regarding vacation. Since they work 2184 hours annually, they will earn the vacation time at a different rate.

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

Sick

*Added a change for sergeants regarding sick time. Since they work 2184 hours annually, they will earn the sick time at a different rate.

- o Employees working 2184 hours annually will earn 11.08 hours per pay period.
- o Adjusted the annual payout schedule to reflect the increase in balance
- o Employees working 2184 hours annually will receive 12 hours of casual time annually.

Incentive

*Added a change for sergeants regarding incentive time. Since they work 2184 hours annually, they will earn the incentive time at a different rate.

- o Employees working 2184 hours will earn 1.5 hours of incentive per pay period.
- o A maximum of 12 hours of incentive time may be carried over each year for employees working 2184 hours annually.

Longevity - add wording that longevity is now included in the compensation handbook for employees not covered under a collective bargaining agreement.

RESOLUTION NO. 115-2023

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 Benefits as part of the document and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding Benefits 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 June 20, 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 11th day of July, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

**Passed by resolution
JULY 19, 2020**

**Updated
July 2023**

Table of Contents

Article 1 – General Provisions	3
Article 2 – Employment At-Will	4
Article 3 – Equal Employment Opportunity	4
Article 4 – Recruiting	5
Article 5 – Civil Service	7
Article 6 – Residency Requirements.....	8
Article 7 – Nepotism.....	8
Article 8 – Wages/Job Classifications	9
Article 9 – Hours of Work.....	12
Article 10 – Benefits	13
Holidays	13
Vacation.....	14
Sick.....	15
Incentive	17
Parental	18
Funeral Leave	18
Longevity	19
FLEX Spending Plan.....	19
Retirement Plans	20
Health and Life Insurance	20
Article 11 – COBRA	21
Article 12 – Employee Leave Policy.....	22
Article 13 – Military Leave.....	22
Article 14 – Harassment	23
Article 15 – Internal Investigations	25
Article 16 – Employee Assistance Program (EAP)	26
Article 17 – Accident Review	28
Article 18 – Workers Compensation & Restricted Duty Assignments	32
Article 19 – Employee Physicals & Medical Services.....	32
Article 20 – Fitness for Duty Exams.....	33
Article 21 – Personnel Files	35
Article 22 – Performance Evaluations	37
Article 23 – Access to City Administrator	37
Article 24 – Cybersecurity	38
Article 25 – Disciplinary Practices / Procedures.....	38
Article 26 – Grievance Procedure.....	42
Article 27 – Employee Privacy	43
Article 28 – Violence in the Workplace	43
Article 29 – Dress Code Policy	44
Article 30 – Conflicts of Interest.....	48
Article 31 – Smoking.....	49
Article 32 – Substance Abuse Policy.....	49
Article 33 – Travel.....	53
Article 34 – Separation from City Service.....	55

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 non-union pay plan adopted by the City Council on June 20, 1989 and effective July 1, 1989.

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 1st. Holiday pay not used by October 31st 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.

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 30th 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 1st.
- 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. The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number on the card provided to each employee upon employment. Additional cards may be obtained from Human Resources. The cards are also posted in each department. This is the First Report of Injury. 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 injured employee must as soon as possible call the "Company Nurse," report the injury and symptoms and follow the advice of the medical provider for treatment. The "Company Nurse" will direct the injured employee for treatment. 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. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department. IMWCA is the City's Worker's Compensation administrator.

It is the policy of the City of Ottumwa to establish a policy relative to restricted duty assignments for City employees who are temporarily disabled due to work related injuries.

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. 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
7-5-23 12:40p

Item No. I.-9.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 11, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 116-2023 - RESOLUTION AWARDDING THE CONTRACT FOR THE CITY OF OTTUMWA HISTORIC PRESERVAITON PLAN TO THE LAKOTA GROUP

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 116-2023.

DISCUSSION: Completing a Historic Preservation Plan is one of the capital projects included in the most recent bonding. Elements of the plan would include:

- Priority survey areas and future landmarks/historic districts,
- A code review with recommended changes,
- Preservation-based economic development strategies,
- Education strategies,
- Downtown revitalization and conservation strategies,
- Recommendations for brick streets,

Source of Funds:

Budgeted Item: Budget Amendment Needed:

- A model for evaluating the economic impact of preservation.

The City received responses to a Request for Qualifications until June 20, 2023. Five excellent responses were received from highly qualified and reputable professional firms. The Historic Preservation Commission reviewed all submissions and selected The Lakota Group as the best qualified for this project.

Staff recommends awarding the contract, work would begin this summer and is expected to take 9-11 months. The proposed fee is hourly, but based on projected hours would be about \$45,700. The budget for this project is \$20,000 from CIP and a \$25,000 grant from the Ottumwa Legacy Foundation Bright Ideas fund. Any additional funds would come from Planning Dept. professional services funds, HPC funds or additional CIP.

RESOLUTION NO. 116-2023

RESOLUTION AWARDING THE CONTRACT FOR THE CITY OF OTTUMWA HISTORIC PRESERVATION PLAN TO THE LAKOTA GROUP

WHEREAS, the Ottumwa City Council accepted Requests for Qualifications for Planning Professional Services to Develop a Historic Preservation Plan for the City of Ottumwa until June 20, 2023; and

WHEREAS, the Historic Preservation Commission reviewed five submissions for overall proposal response, firm experience, proposed timeline, access to the project team and the proposed fee and selected The Lakota Group as the most qualified for this project; and

WHEREAS, The Lakota Group has proposed billing rates of \$225 per hour for an Associate Principal and \$190 for Associate Staff. Based on projected total hours to complete the project, the proposed fee is estimated at about \$45,700; and

WHEREAS, the project was budgeted \$20,000 from Capital Improvement and \$25,000 from a grant from the Ottumwa Legacy Foundation Bright Ideas Community Enrichment Fund; and

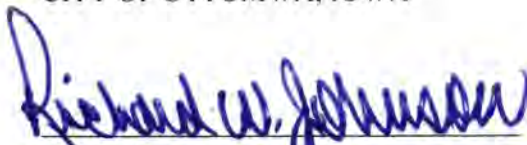
WHEREAS, remaining fee will be paid from Historic Preservation Funds or Planning Department Professional Service funds;

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

The Lakota Group be awarded the contract for preparing the Ottumwa Historic Preservation Plan.

APPROVED, PASSED, AND ADOPTED this 11th day of July 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

Ottumwa Historic Preservation Commission
 Historic Preservation Plan Request for Proposals
 Scoring Rubric

Scorer Name: Historic Preservation Commission

	Chronicle Heritage and JPP	Lakota Group	NHPA	Post Oak and JPP	RDG
Proposal Response (Out of 15)	12	14	9	12	12
Firm Experience (Out of 15)	14	14	13	12	14
Proposed Timeline (Out of 10)	8	8	8	8	8
Access to Project Team (Out of 10)	8	9	10	8	10
Fee (Out of 30)	28 (\$45,000)	27 (\$45,700)	29 (\$44,730)	30 (\$42,750)	22 (\$54,500)
Total Points	70	72	69	70	66

Scored Elements

Proposal Response: Proposal response scores up to 15 points for the overall quality of the response, the scorer's sense that the respondent understands the project and the general degree of responsiveness to the RFQ.

Firm Experience: Firm experience scores up 15 points for the professional experience of the project team and the firm's overall experience with similar projects.

Proposed Timeline: Proposed timeline scores up to 10 points for the degree to which the proposed project timeline aligns with the City's goal for completing the project.

Access to Project Team: Access to Project Team scores up to 10 points for the degree to which the scorer believes City Staff and project partners will have access to the project team during the planning process.

Fee: Fee scores up to 30 points for the proposed fee for professional services.

July 5, 2023

THE LAKOTA GROUP

One East Wacker Drive, 27th Floor
Chicago, Illinois 60601
312.467.5445, 312.467.5484 (fax)

HISTORIC PRESERVATION PLAN – City of Ottumwa, Iowa

PROFESSIONAL SERVICES AGREEMENT between The Lakota Group (Lakota or Consultant) and the City of Ottumwa

I PURPOSE

The primary purpose of this assignment is to assess the City of Ottumwa's historic preservation program and policies, establish historic contexts for the City, provide recommendations for identifying historic resources and potential designations, understand preservation's role in the broader planning process, investigate strategies for preservation-based economic and community development, and conduct a thorough community engagement process. This Historic Preservation Plan must also detail realistic implementation strategies that achieve desired preservation outcomes for preservation partners and stakeholders.

II WORK SCOPE

The Work Scope, described in Section XV, is attached hereto, and incorporated herein as Historic Preservation Plan Work Scope

III TIMELINE

Lakota recognizes that time is of the essence and will complete the Historic Preservation Plan in ten (10) to twelve (12) months from the date of contract execution. A detailed project schedule, in accordance with the Work Plan set forth herein, will be prepared after the execution of this contract.

IV COMPLIANCE WITH LAWS

Lakota shall give notices and comply with laws, ordinances, rules, regulations, and orders of all public authorities applicable to these services and shall comply with all federal, state, and local tax laws and social security, unemployment compensation and workers' compensation acts applicable to the performance of these services.

V EQUAL OPPORTUNITY

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state, and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

VI ENTIRE AGREEMENT

This Agreement contains the full understanding of the parties concerning the subject matter hereof and supersedes all prior proposals, agreements, memoranda, statements, and representations, written or oral, between the parties. In the event of any conflict between the terms of this Agreement and the Prime Contract, the terms of this Agreement shall govern.

VII CONFIDENTIALITY

The Parties recognize and agree that the City is subject to the Open Records Law, Iowa Code chapter 22, and that all records of the City are presumed to be public records. If a request is made by a member of the public to examine documents involving Lakota, including this Agreement, the City will notify Lakota and Lakota will be given not more than five calendar days within which to file suit in Wapello County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential that portion of such documents it deems confidential. Absent such action by Lakota requesting the entry of a court order declaring such portion or portions of the documents confidential, the documents will be released for public examination. Lakota shall indemnify the City for any attorneys' fees and court costs the City may incur or that be awarded against it as a result of complying with Lakota's request for confidentiality.

VIII CONFLICT OF INTEREST

Lakota certifies that no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Consultant or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

IX GOVERNING LAW

This Agreement has been executed in several counterparts, each of which shall be deemed an original but all of which shall be deemed to be the same agreement. This agreement shall be construed by the laws of the State of Iowa. The proper venue of dispute resolution shall be exclusively in Wapello County, State of Iowa.

X INSURANCE

Lakota will provide the City of Ottumwa with evidence of insurance, including liability, umbrella, and automobile as required. The City will be named as an additional insured as appropriate to City's requirements.

XI SEVERABILITY

For any reason, the Agreement may be canceled, in whole or in part, by Lakota or the City, upon 15-day written notice. The Client may pay Lakota's professional fees and expenses incurred as of the date of receipt of notice of termination. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible originals related to the assignment, which has been produced to the date of the notice of termination.

XII INVOICING

Lakota shall submit monthly invoices to the City Of Ottumwa, and each invoice shall be subject to the audit and approval of the City. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. Invoices past due 30 days will be subject to interest charges unless there is a good faith dispute regarding payment.

XIII PROJECT TERMS

Professional fees and reimbursable expenses for Lakota and its sub-consultants are estimated as follows:

Total Project Budget \$45,700

The above Project Budget includes all expenses and one unbound original, five (5) bound paper copies, and one (1) electronic/PDF copy. If additional report copies are requested, printing cost estimates will be provided. The Project Budget also includes the production of all meeting minutes and proceedings.

The above fee estimate does not include any additional meetings, project reviews, presentations, studies, plans, or

designs other than those outlined in Section XV: Work Scope.

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed per Lakota's current billing rates. Additional services will be conducted under an amendment to this agreement. If requested, a fee estimate will be provided for a task, or an assignment based on a defined work scope; additional meetings will be conducted under a flat-rate cost of \$500 per meeting.

Lakota Billing Rates (2022):

Associate Principal	\$225
Associate Staff	\$190

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- **Travel** (airfare, mileage/parking/cabs/out-of-region meals & lodging)
- **Delivery** (messenger/express/postage)
- **Copying/Reproduction**
- **Renderings/Models** (if requested by client)
- **Special Supplies** (if extra markers/graphic tape/Pantone needed)
- **Miscellaneous** (municipal documents, special reports, data)

Professional fees and expenses will be billed monthly for work completed. Unpaid invoices will bear 1.5% interest per month past 30 days unless there is a good faith dispute regarding payment.

XIV NOTICES

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addresses:

To the Client Name:

Client Name: City of Ottumwa
Address: 105 East Third Street
City, State, Zip Code: Ottumwa, Iowa 52501

To the Consultant:

The Lakota Group
One East Wacker Drive, Floor 27
Chicago, Illinois 60654

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to the date of the notice.

XV ADDITIONAL TERMS

Standard of Care: Services provided by Lakota under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Indemnification: Lakota shall indemnify and hold the City harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the City may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Lakota. If a suit, action, arbitration or other proceeding is instituted by the City in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the City, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the City, including those incurred on appeal.

Assignment: Lakota may not assign Lakota's rights or delegate Lakota's duties or obligations under this Agreement without the prior written consent of the City.

Independent Contractor Relationship: The parties intend that this Agreement create an independent contractor relationship between them. The City is interested only in the end results achieved by the Services of Lakota and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of Lakota. Lakota is not an agent or employee of the City for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. Lakota accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by the City on account of Lakota. Lakota is responsible for all withholding taxes, social security, unemployment, workers compensation and other taxes and insurance and shall hold the City harmless for any claim for the same.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, email, mail, or messenger. The Lakota Group appreciates the opportunity to provide the City of Ottumwa with Professional Planning Services.

The Lakota Group

Nicholas P. Kalogeresis, AICP
Associate Principal

Date

Client Name



Signature

Richard W. Johnson, Mayor

Printed Name and Title

July 11, 2023

Date

Phase 1: State of The Community

Task 1.1: Project Start Meeting (Video Call or On-Site Meeting)

A project start meeting will be organized and conducted with the City of Ottumwa planning staff and members of the Plan Subcommittee, to introduce the Lakota Group and discuss:

- Client Planning Mission
- Initial Preservation Planning Issues and Challenges.
- Work Plan and Schedule.
- Community Engagement Program.
- Available Data, Resources, and Resource People.

The Work Plan and Schedule will be refined based on input received during the project start meeting. A more specific calendar of meeting dates and work products will be developed along with a list of needed data sources and potential key person interviews during the process.

Key Deliverable: Defined Work Plan and Project Schedule

Task 1.2: Information Collection and Analysis

Lakota will collect additional information and data as necessary to analyze local preservation issues. An additional meeting can be scheduled with a Historic Context Committee to discuss historic context themes and heritage resources to be evaluated as potential landmarks and districts. Lakota will also analyze relevant planning documents, resource inventories, reconnaissance observations, and other materials and information.

Task 1.3: Mapping

Lakota will collect City GIS information, other digital maps, Sanborn maps, and aerial photos for use in preparing maps that document existing historic districts and surveyed areas. New maps will be developed documenting potential survey areas, historic districts, and areas of special concern to the community. The maps will be refined as information becomes available during the process.

Task 1.4: Project Branding, Website, and Public Involvement Plan

In consultation with the City of Ottumwa, Lakota will develop a detailed Public Engagement Plan that will outline specific engagement activities, roles and responsibilities, locations and venues, and performance benchmarks. Lakota will also create the project branding, FAQ sheet, website enhancements, and other materials as specified in the RFP Public Involvement Plan.

Key Deliverable: Public Involvement Plan and Project Branding

Task 1.5: Engagement Week: On-Site Project Kick-Off and Community Meetings (Visit #1, 4-5 days)

During Engagement Week Lakota will conduct a kick-off meeting to introduce the project to the community, finalize project plans, tour Ottumwa, and interview key preservation stakeholders. Before this meeting, the Team will present the project brand and develop roll-out materials. Lakota will also conduct one-on-one interviews with identified stakeholders and small group discussions including representatives from the City of Ottumwa, elected officials, the Historic Preservation Commission, the Planning Commission, preservation advocacy organizations, civic and cultural organizations, business leaders, neighborhood organizations, and others that have potential implementation roles to play. These meetings are meant to gain insight into key critical preservation planning issues, constraints, and opportunities and to identify potential partnerships and resources. Lakota staff will lead each discussion session.

During this on-site tour, Lakota will also lead community engagement workshops and pop-up meetings as discussed previously covering key locations to create awareness of the planning process, gather public input, and discuss preservation issues and opportunities in an informal open house, immersion field office, or “speak-out” format. Before the workshops, Lakota will develop all collateral materials, update the project website, and work with the City of Ottumwa to prepare workshop announcements and other communication pieces.

Task 1.6: Community Survey

Lakota will prepare an online survey, using many of the exhibits and exercises from the community engagement workshops, to gain additional insight from Ottumwa citizens about current preservation issues, needs, and opportunities.

Task 1.7: Community Input Summary

Lakota will complete a summary of all Phase 1 community engagement results and Community Survey feedback. The summary will be delivered to the City of Ottumwa for review and posted to the project website.

Key Deliverable: Community Input Summary

Task 1.8: Draft State of the Community Report

Lakota will prepare a State of the Community Report as the program overview that will serve as a summary of the stakeholder listening sessions, the reconnaissance tour/survey, and research and other information analysis.

The report will be organized as follows:

- Preservation Philosophy and Vision Statement
- Benefits of Historic Preservation
- Historic Contexts and Community Architecture
- Existing Landmarks and Districts
- Previous Preservation Planning Documents, Surveys, and Documentation Initiatives
- Historic Preservation Programs, Ordinance, Landmarking, and Design Review Procedures
- Planning and Zoning-related Processes and Programs
- Incentives and Economic Development Programs
- Other City Departments and Preservation Program Responsibilities
- Current Trends in Historic Preservation.
- Equity, Inclusion, and Empowerment in Preservation.
- Existing Partnerships and Organizational Relationships
- Environmental Sustainability
- Draft Preservation Planning Objectives, Strategies, and Concepts

The report document will be delivered in electronic form to the City of Ottumwa. A draft will also be forwarded to the State Historic Preservation Office. Lakota will consult with the City of Ottumwa to review and help develop a more current and comprehensive context statement of the community from early Native American settlement to Mid- 20th Century influences.

Key Deliverable: State of the Community Report

Task 1.9: City of Ottumwa Staff Review Meeting (Video Call)

Lakota will meet with the City of Ottumwa staff to review and consider draft revisions before the on-site meeting with the Historic Preservation Commission.

Task 1.10: Plan Subcommittee Meeting (Video Call)

Lakota will conduct a meeting with the Plan Subcommittee and City of Ottumwa planning staff to review the Draft State of the Community Report, check planning assumptions, and sharpen historic preservation planning goals and

objectives.

Task 1.11: Revised State of the Community Report (Deliverable #3)

Lakota will prepare a revised State of the Community Report based on Historic Preservation Commission and City staff comments. The Revised Report will be prepared and delivered in electronic form. The final version of the Report will be posted to the project website.

Key Deliverable: Revised State of the Community Report

Phase 2: Ottumwa Historic Preservation Plan

Task 2.1: Draft Ottumwa Historic Preservation Plan (Deliverable #4)

Lakota will prepare a Draft Ottumwa Historic Preservation Plan for the City of Ottumwa, the Historic Preservation and Planning and Zoning Commissions, and the community that will include the following chapters:

- Executive Summary
- Introduction
- Ottumwa Historic Preservation Plan
- 10-Year Implementation Program
- Heritage Resources
- City Planning and Program Administration
- The Community Speaks - Community Engagement Synopsis
- Appendices
- Historic Preservation Map and Catalog

Preservation planning implementation strategies presented within the document will focus on the following elements:

- Priority survey areas and future landmarks and historic districts.
- Enhancements to Historic Preservation Commission operations and review procedures, including any needed changes to enabling ordinances and administrative procedures.
- Preservation-based economic development strategies.
- Education, advocacy, and outreach strategies including development of new educational materials.
- Strategies for prioritizing equity and inclusion in local preservation planning.
- Downtown and neighborhood revitalization and conservation strategies including the integration of conservation strategies.
- Partnership opportunities with other organizations, agencies, and entities.
- Integration of preservation planning policies and initiatives in other comprehensive and district-level planning activities.
- Planning strategies to mitigate threats and development pressures to historic resources.
- Urban design and placemaking strategies
- Sustainability strategies.

Key Deliverables: Draft Plan and Community Involvement Summary

Task 2.2: City of Ottumwa Staff Review Meeting (Video Call)

Lakota will conduct a meeting with the City of Ottumwa staff to review the Draft Ottumwa Historic Preservation Plan and consider revisions before the on-site meeting with the Committee, the Planning and Zoning and Historic Preservation Commissions, and other stakeholders. Following the meeting, the revised draft version of the Draft Plan will be posted to the project website. Task 2.3: Plan Subcommittee and Community Workshops (Visit #2, 3 days)

Lakota will conduct two to three additional workshops in the community to review and discuss the Draft Ottumwa

Historic Preservation Plan and its implementation strategies. The community workshops provide an additional opportunity to collect citizen input and are organized as a series of topic-themed stations that describe elements of the Draft Plan and encourage public input and comment. There will be a workshop session with the Project Plan Subcommittee.

Task 2.4: Community Survey

Lakota will prepare an online survey to gain public feedback from citizens about the Draft Ottumwa Historic Preservation Plan.

Task 2.5: Revised Ottumwa Historic Preservation Plan (Deliverable #5)

Lakota will prepare a revised Ottumwa Historic Preservation Plan document and Community Involvement Summary incorporating results from the final community workshops, community survey, and additional recommendations on implementation actions. The Revised Plan will be prepared and delivered in both booklet and electronic form and posted to the project website.

Key Deliverables: Revised Plan and Community Involvement Summary

Task 2.6: Presentation to the Historic Preservation Commission and/or Planning and Zoning Commissions (Visit #3)

Lakota will present the Final Ottumwa Historic Preservation Plan to the Historic Preservation and/or Planning and Zoning Commissions. Lakota will make any changes and revisions to the documents based on Commission comments.

Task 2.7: Presentation to the City Council (Visit #4)

Lakota will attend the City Council meeting to present and discuss the final Ottumwa Historic Preservation Plan and associated recommendations.

power

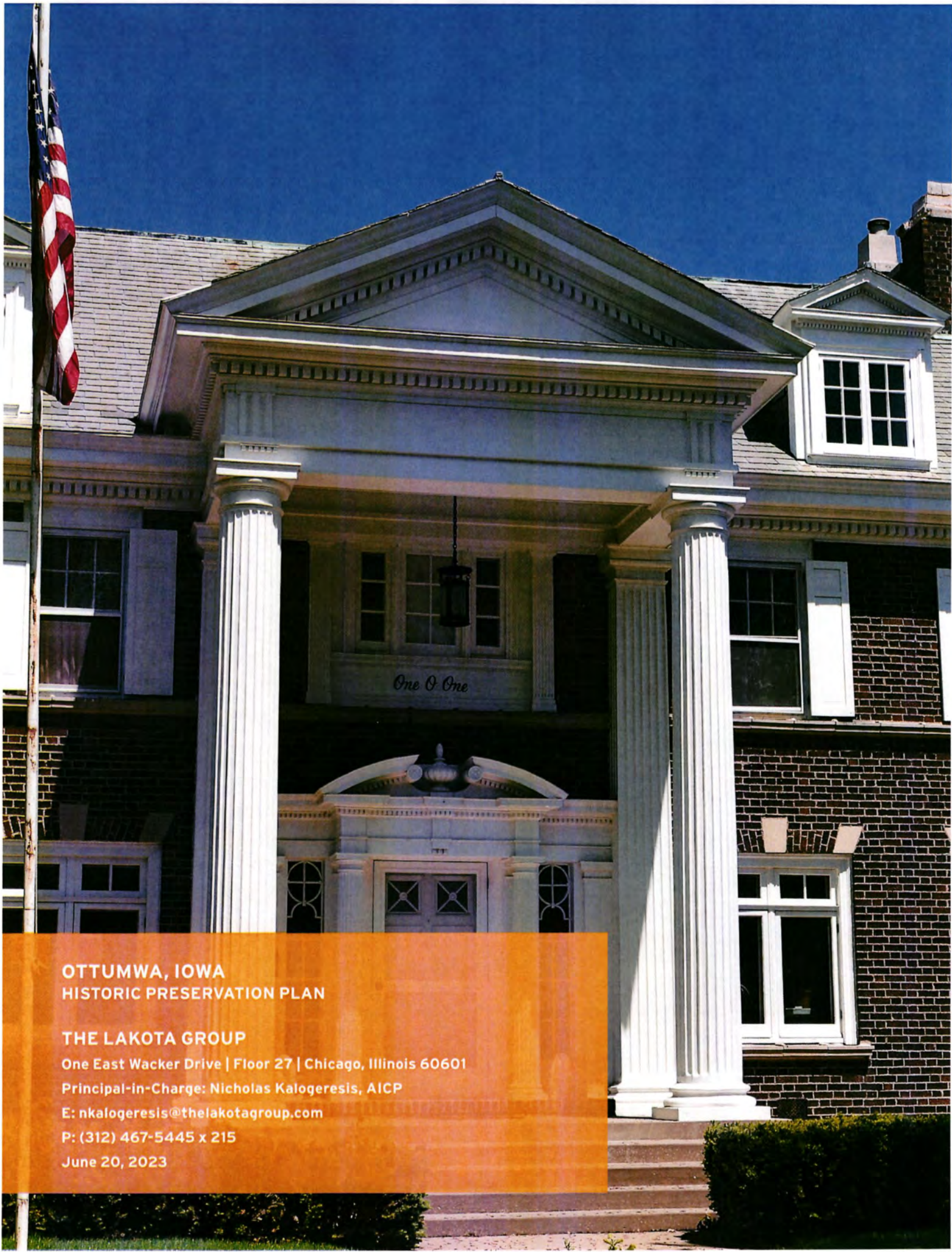
OTTUMWA, IOWA HISTORIC PRESERVATION PLAN

CITY OF OTTUMWA, IOWA

THE LAKOTA GROUP

June 20, 2023

THE
LAKOTA
GROUP.



**OTTUMWA, IOWA
HISTORIC PRESERVATION PLAN**

THE LAKOTA GROUP

One East Wacker Drive | Floor 27 | Chicago, Illinois 60601

Principal-in-Charge: Nicholas Kalogeresis, AICP

E: nkalogeresis@thelakotagroup.com

P: (312) 467-5445 x 215

June 20, 2023

June 21, 2023

MR. Zach Simonson
Community Development Director
City of Ottumwa
City Hall, Room 204
Ottumwa, Iowa 52501

1 E. Wacker Dr.
Floor 27
Chicago, Illinois 60601
p 312.467.5445

thelakotagroup.com

Re: City of Ottumwa Historic Preservation Plan Request for Qualifications

Dear Mr. Simonson:

On behalf of **The Lakota Group** we want to thank you for the opportunity to present our professional services submittal for the preparation of a **Historic Preservation Plan** for the City of Ottumwa and its preservation stakeholders.

Since 2009, our firm has provided comprehensive preservation planning services to communities throughout the country – communities seeking to preserve their architectural and historical resources as key elements to maintaining community character, revitalizing neighborhoods and sustaining traditional downtowns. Over the last several years, our firm has completed a variety of preservation planning assignments in diverse places, such as Albany, New York; Rock Island, Illinois; El Dorado, Arkansas; Racine, Wisconsin; and San Antonio, Texas. Our firm consists of preservation planners from diverse backgrounds, qualifications, and experiences.

What separates our preservation planning work from others is how we integrate preservation as an economic and community development tool for revitalizing and sustaining historic places. Our staff brings extensive backgrounds and experience in grass-roots preservation planning, architectural history, Main Street and neighborhood revitalization, National Register nominations and survey documentation, and community engagement. In addition, our community engagement work provides opportunities for local stakeholders to participate in preservation planning processes in innovative ways from pop-up workshops and interactive exhibit production, to facilitated meetings over a variety of digital platforms.

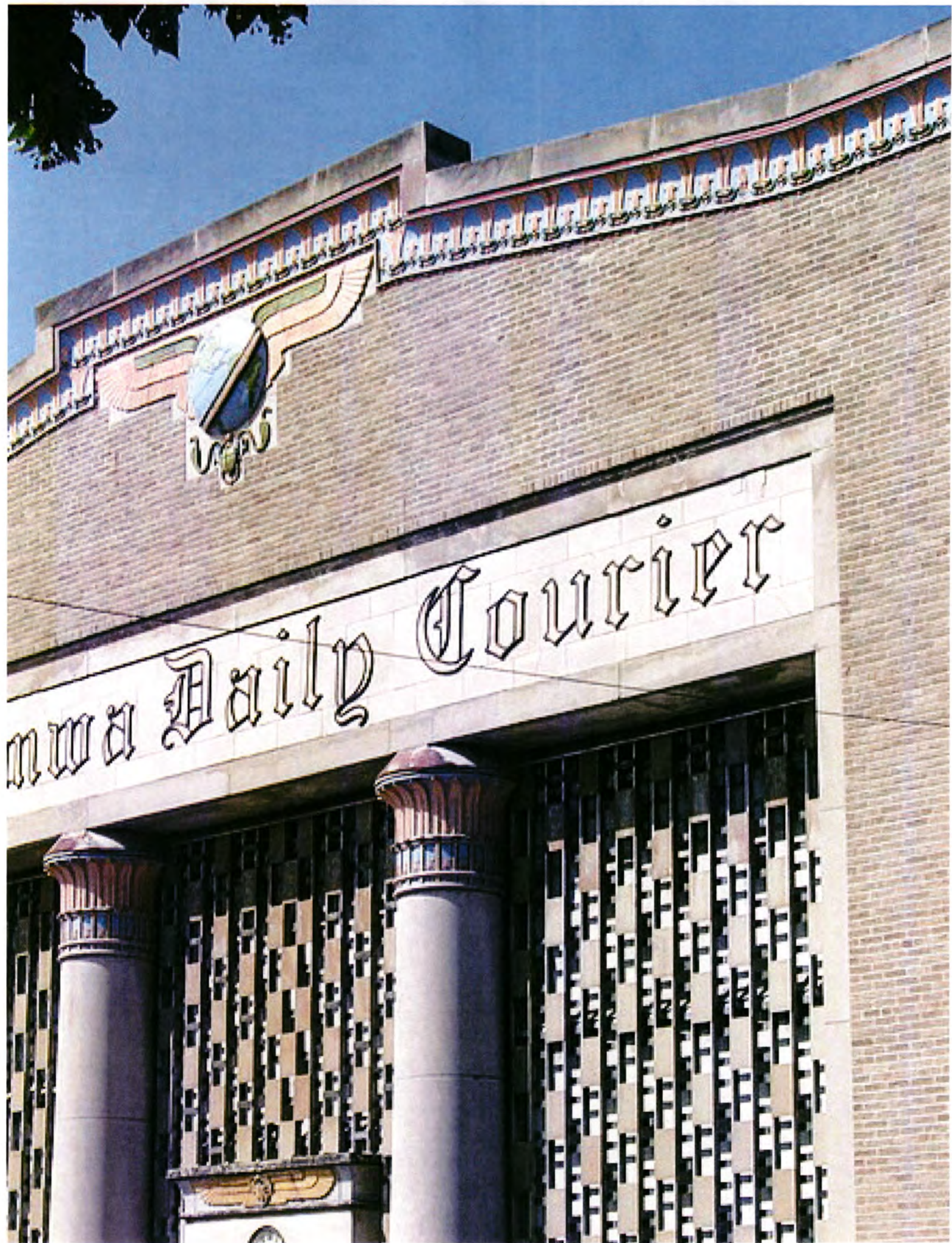
Most importantly, we bring strategic thinking needed to find that balance between retaining our communities as “memory places” while ensuring historic buildings and places continue to contribute to the community’s economic vitality and quality of life in a way that is inclusive and accessible to all residents. Our firm understands that this project assignment represents an important opportunity for the City of Ottumwa and the Ottumwa community to address historic preservation in a comprehensive manner.

Our firm abides by all stipulations and requirements made in the RFP document and has reviewed all the submitted questions. Nick Kalogeresis, AICP, Associate Principal, will be the primary contact person for this RFQ and can be reached at 312-467-5445, ext. 215. We look forward to discussing our experience and approach with you. Please call us with any questions.

Cordially:



Nicholas P. Kalogeresis, AICP
ASSOCIATE PRINCIPAL

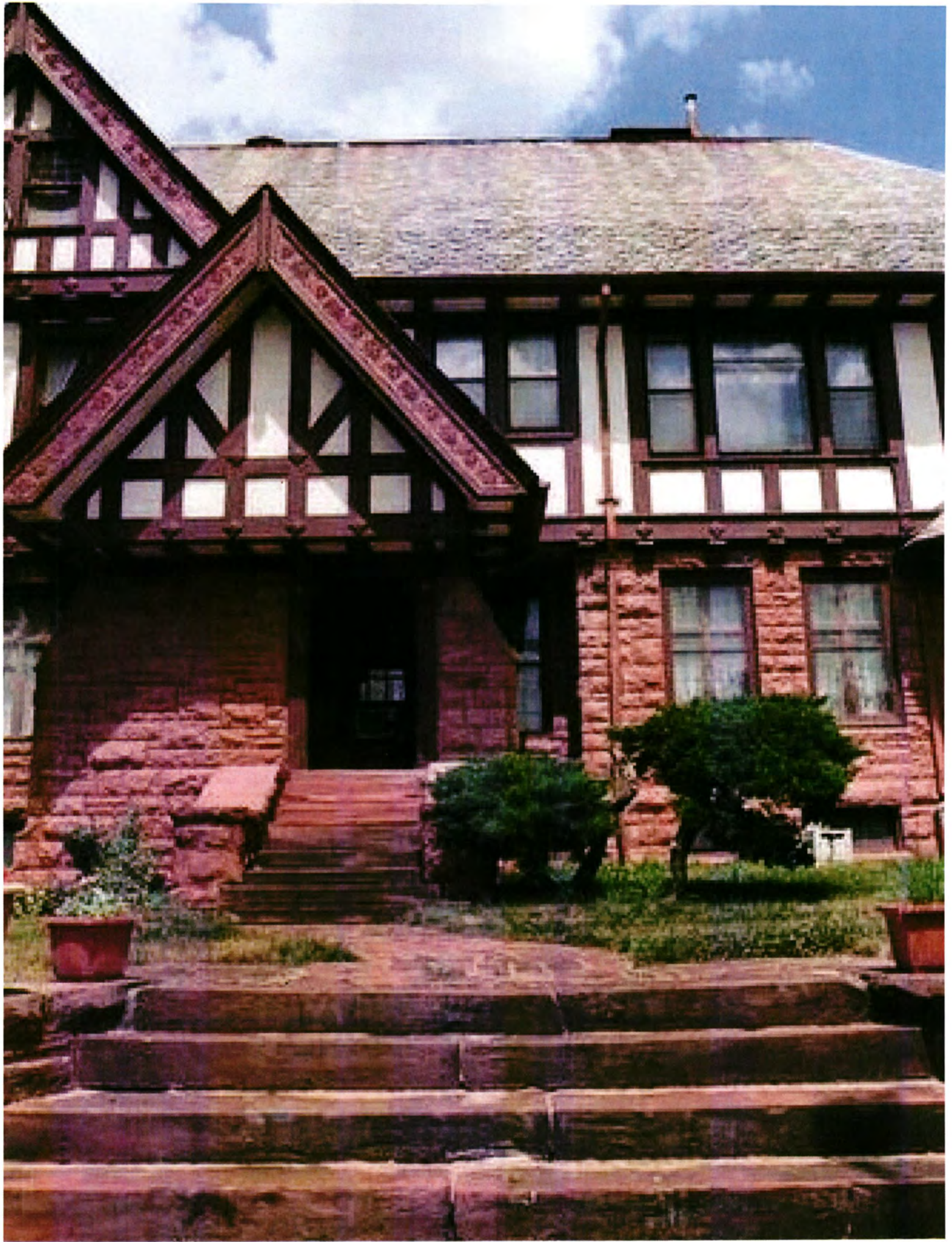


Omaha Daily Courier

Delve In

Contents

Firm Profile	7
Executive Summary, Project Methodology, Project Management and Work Plan	41
References	55
Cost Proposal	57



THE
LAKOTA ALLIES
GROUP. IN
PLACE

 **FIRM PROFILE**

Project Organization and Community Engagement Chart



Firm Profile

The **Lakota Group** is a team of talented and visionary preservation planners powered by the passion to preserve, revitalize and enhance the **historic downtowns, neighborhoods, and places** that define local communities.

Since the firm's founding in 1993, Chicago-based The Lakota Group has completed planning projects in more than 500 cities and communities across the country, recognized for its work in urban planning, landscape architecture, and urban design. In 2009, Lakota established a historic preservation planning practice to assist communities in the stewardship and protection of historic and cultural resources, in strengthening community character and design, and for promoting preservation-based community development and local quality of life. Our goal is to help communities adopt and integrate historic preservation as a powerful tool for reinvesting in and preserving places that matter to local stakeholders and residents.

Today, Lakota maintains active work portfolios in **Urban Planning, Urban Design, Landscape Architecture, Historic Preservation, and Community Engagement**. Lakota is an Illinois S-Corporation and employs 18 full-time preservation planners, urban planners and designers, and community engagement specialists.

Since 2009, Lakota has served a wide range of public and private sector clients, including State Historic Preservation Offices, local historic preservation commissions and city planning departments, non-profit community development entities and neighborhood associations, historical societies and advocacy organizations, colleges and universities, chambers of commerce, and other preservation partners. Our client work has also led us to preservation planning assignments in Arizona, Arkansas, Hawaii, Idaho, Illinois, Maryland, Montana, New York, Oregon, Pennsylvania, and Wisconsin.

Across our work, we have gained immeasurable experience with small towns and Main Street communities in their preservation planning endeavors. In 2020, our firm completed a *Historic Preservation Plan* for the **City of El Dorado**, a Great American Main Street Award winning town located in south central Arkansas. The Plan not only focused on advancing the work of its Main Street program, but also on neighborhood revitalization, and future documentation efforts, including the resources and places of its African American neighborhoods. In addition, the Plan also recommended initiatives such as conservation districts to identify and preserve remaining resources for a community that was affected by urban renewal and disinvestment over the decades. The City and its Historic Preservation Commission have been implementing the Plan ever since its adoption, helping to garner recognition from the National Association of Historic Preservation Commissions as the Commission of the Year for 2022.

In 2019, we completed a *Historic Preservation Plan* for the **City of Denton, Texas**, home to North Texas University and a thriving Main Street commercial district dominated by the majestic Romanesque Revival and Second Empire Denton County Courthouse. In 2009, Lakota was the lead planner for **San Antonio's Strategic Historic Preservation Plan**, the city's first officially adopted historic preservation plan. San Antonio is one of the nation's most diverse cities. Since the Plan's adoption, the City's historic preservation office has developed a series of educational and outreach programs designed to engage and educate all stakeholders on the values and benefits of historic preservation. In 2013, Lakota, along with Marks-Thomas Architects completed a *Creating Energy Efficient Main Streets Guide* for the **Iowa Main Street Program** and the **Iowa Economic Development Authority**.

The hallmark of our preservation planning work is employing energetic community engagement programs that fosters stakeholder participation and ownership. Our engagement work also explores capacity needs and partnership opportunities that leverage resources and opportunities for action, especially in regards to emerging challenges. In the past, state and local preservation plans were about future landmarks and districts and educating the public about the local importance and relevance of preservation. Today, they are about **community sustainability and resiliency, identifying and securing resources** in an era of ever-shrinking municipal budgets, **addressing housing attainability and preserving neighborhoods** undergoing change, and **nurturing the next generation** of preservation advocates in a time when competing time demands, and even apathy, make it difficult for younger and diverse generations to participate. Historic preservation plans must serve as the foundation and inspiration for the generation of preservation leaders.

Our Team creates successful preservation plans through a collaborative engagement process and open and honest dialogue with key stakeholders. Our community engagement goal is to understand the key stakeholders' needs and desires in order to ensure the preservation of important historic resources and heritage places.

As a preservation planning firm, our values, planning approach, and skill sets align with communities that seek to make historic preservation a tool for equitable revitalization and community development. Together, we are fully prepared to deliver a compelling and engaging Historic Preservation Plan for the people of Ottumwa.

Team Staffing

The Lakota Group will be the sole firm and project manager for this assignment with responsibilities including community engagement, historic preservation program review, historic preservation planning, and report production.

The Lakota Group



NICHOLAS P. KALOGERESIS, AICP Associate Principal

With over three decades of work in historic preservation planning, Nick's preservation portfolio includes historic preservation plans, survey and documentation projects, ordinance and code reviews, National Register nominations, design review and design guideline documents, Main Street revitalization consultations, and preservation-based economic development studies and initiatives. Nick has completed preservation planning assignments in a variety of settings, from big cities to small cities across the country. In 2019, Nick led the planning process for the creation of preservation plans for Albany, New York; Bloomington, Illinois' and El Dorado, Arkansas. In recent years, Nick completed design guideline documents for Eureka Springs, Arkansas, as well as the Mission Historic District in San Antonio. He is currently completing historic preservation plans for County of Maui, Hawaii. This past year, Nick led and managed a three-firm team to prepare and complete the 2022-2032 Texas Statewide Historic Preservation Plan for the Texas Historical Commission.

Nick holds a Master's in Urban and Regional Planning from the University of Illinois at Urbana-Champaign and is currently certified under 36 CFR Part 61 by the National Park Service as an historian and architectural historian. Prior to joining Lakota in 2008, Nick worked with the National Main Street Center where he completed design guidelines for neighborhoods in Detroit and Chicago. Nick also holds adjunct lecturer positions in preservation planning at the School of the Art Institute of Chicago and the University of Illinois at Chicago.

Nick will be the principal-in-charge and day-to-day project manager for this assignment. He will also serve as the lead preservation planner.



DOUGLAS KAARRE, AICP Senior Associate

Douglas brings 23 years of planning and historic preservation experience with an emphasis on local government. He has served as both city planner and preservation planner for several Illinois municipalities, and has significant experience with projects important to local communities, including neighborhood planning, education and outreach, historic district management, historic resource surveys, preservation plans, design guidelines/design review and Local and National Register nominations. He recently served as president of the Illinois Association of Historic Preservation Commissions, a non-profit education and advocacy organization for training local government commission members and staff. He has presented at conferences for the National Trust for Historic Preservation, the American Planning Association and the Illinois State Historic Preservation Conference, among others. Douglas is certified under 36 CFR Part 61 Secretary of the Interior Professional Qualifications Standards as an architectural historian.

Douglas will assist in preservation planning policy development.



PEGGY VEREGIN, Senior Associate

Peggy brings over 20 years of historic preservation experience in both the private and public sectors, and expert knowledge of the National Register of Historic Places program, as the former administrator of that program in Wisconsin for eight years. Her portfolio includes architectural survey and documentation, historic district design guidelines, context statements, historic building preservation plans, historic structure reports, National Register nominations, and HABS documentation. Peggy has made presentations at statewide conferences in both Illinois and Wisconsin, and has made over 60 presentations about the National Register of Historic Places program. Peggy has a Master's in Historic Preservation from the University of Georgia and is certified under 36 CFR Part 61 Secretary of the Interior's Professional Qualifications as an historian and architectural historian. In 2022, Peggy authored the Historic District Design Guidelines for Eureka Springs, Arkansas, which was recognized by a Ned Shank Award for Outstanding Historic Preservation Publication by Preserve Arkansas.

Peggy will assist in historic contexts, survey and document, design management, and preservation planning and policy.





JOSHUA BLOOM, Senior Economic Development Strategist

Josh brings 30 years of experience using preservation-based economic development to transform historic Main Streets and commercial districts. In 2016, Josh co-led the National Main Street Center's "Main Street Refresh" initiative, a national redesign and relaunch of the Main Street revitalization model, including pilots in Detroit; Lexington, KY; Miami; Philadelphia; and three small Colorado communities. Josh began his career in revitalization as the downtown manager in South Orange, NJ, his hometown, in 1992. Later, as a program officer at the National Main Street Center, part of the National Trust for Historic Preservation, he led the Center's urban expansion efforts, establishing Boston Main Streets, the nation's first citywide Main Street initiative. Josh received his B.A. from Columbia University and a master's in historic preservation from the University of Pennsylvania. In 2007 he graduated from the preservation carpentry program at the North Bennet Street School, a historic trades school in Boston.

Josh will assist in the development of historic preservation-based economic development and equity strategies.



LARON REED, Graphic Designer and Community Engagement Specialist

Laron has seven years experience in graphic design and community engagement work. His skill sets include visual design, UX, brand identity, and web design. His ability to work with different mediums allows him to create from web, illustration, to motion graphics in Lakota's community engagement work. Laron has provided graphic design support for workshop exhibits and report production for several recent preservation planning projects, including historic district design guidelines and landmark survey reports for the City of Joliet, Illinois and the Statewide Historic Preservation Plan for the Texas Historical Commission.

Laron will assist in community engagement activities, including the graphic design of engagement materials, on-site listening sessions, and report production.



CARLOS TERRY Associate Designer

Carlos holds a Bachelor of Architecture and Urbanism from the Pontificia Universidad Catolica del Peru in 2016. He has 7 years of experience in design practice in Chicago and previously in Lima, Peru. He has worked on the planning, design and presentation of public open space projects, including schools, education facilities, parks, playgrounds, plazas and streetscapes. Carlos is fluent in Spanish.

Carlos will assist in community engagement activities and in report production.





NICHOLAS KALOGERESIS AICP

ASSOCIATE PRINCIPAL | 2008 - PRESENT

HOMETOWN

Chicago, Illinois

EDUCATION

University of Illinois at Urbana-Champaign

Master of Urban Planning
Urbana-Champaign, IL
(1991)

Elmhurst College

Bachelor of Arts in Urban Studies and
History, Elmhurst, IL
(1988)

ORGANIZATIONS

- American Planning Association
- National Trust for Historic Preservation
- Village of Oak Park Historic Preservation Commission 2003-05
- Society of Architectural Historians
- Chaddick Institute of Metropolitan Development of DePaul University's Municipal Design Review Network

RECENT PUBLICATIONS

- Main Street Now, "Incorporating Sustainability into Downtown Master Plans and Codes" May/June 2011
- Revitalizing Main Street, "Chapter 16: Master Planning," "Chapter 17: Zoning and Other Land Use Regulatory Tools" 2009

EXPERIENCE

Years with Lakota: 14
Years of Practice: 31

**THE
LAKOTA
GROUP.**

Nick brings 30 years of experience in historic preservation planning and traditional commercial district revitalization. Previously, Nick worked for the National Trust for Historic Preservation's Main Street Center where he consulted with clients across the United States. Nick is also a frequent writer and has presented at conferences for the American Planning Association and New Partners for Smart Growth, among others. Nick currently holds adjunct lecturer appointment in historic preservation planning at the School of the Art Institute of Chicago at the University of Illinois at Chicago.

SIGNATURE PROJECTS

2023-2033 Texas Statewide Historic Preservation Plan - Autsin, TX

Prepare the 10-year strategic plan for the Texas Historical Commission/Texas State Historic Preservation Office focused on topics related to disaster preparedness, preservation partnerships, underrepresented communities, and preservation-based community development.

Strategic Historic Preservation Plan - San Antonio, TX

Worked with a 30-member steering committee to prepare a strategic plan to enhance the city's historic preservation program; developed guidelines for creating resource surveys and established processes for landmark designations. Nick was the project manager for this assignment.

Rock Island Preservation Plan - Rock Island, IL

Lakota prepared a Heritage Resources Plan plan for the Rock Island to enhance its historic preservation program and address key issues related to survey and documentation, design guidelines, neighborhood revitalization, heritage tourism and economic development, and education and advocacy. Nick was the project manager for this process. Nick was the project manager for this assignment.

Central Berwyn Bungalow National Register District - Berwyn, IL

A National Register District Nomination for 1,500+ residential homes that comprise the largest collection of Chicago Bungalow-styled homes outside the City of Chicago. The project also included development of an on-line database of contributing and non-contributing buildings. Nick was the project manager for this assignment.

Central Springfield National Register District Expansion - Springfield, IL

Completed a boundary expansion of an existing National Register District in downtown Springfield; the expansion included 150+ new properties in the District ranging in styles from Art Deco to Mid-Century Modern and Contemporary resources. Nick was the project manager for this assignment.

Cermak Road Architectural and Historic Survey - Berwyn, IL

An intensive level survey of architectural and historic building resources; included in-depth archival research, field documentation and evaluation of 155 properties for potential eligibility for the National Register of Historic Places. Nick was the project manager for this assignment.

River Forest Architectural and Historical Survey - River Forest, IL

A reconnaissance and intensive level survey of over 2,900 architectural resources was conducted in River Forest, Illinois where a number of Frank Lloyd Wright's first independent commissions are located. The project also included in-depth archival research. Field documentation was conducted using an Apple iPad and customized software. Nick was the project manager for this assignment.



DOUGLAS KAARRE AICP

SENIOR ASSOCIATE | 2019 - PRESENT

Douglas brings 23 years of planning and historic preservation experience with an emphasis on local government. He has served as both city planner and preservation planner for several Illinois municipalities, and has significant experience with projects important to local communities, including education and outreach, historic district management, historic resource surveys, preservation plans, design guidelines, Local Landmark designations and National Register nominations. He has presented at conferences for the National Trust for Historic Preservation and the American Planning Association, among others. Douglas is certified as an architectural historian under 36 CFR Part 61.

HOMETOWN

Gwinn, Michigan

EDUCATION

The School of the Art Institute of Chicago

*Master of Science in Historic Preservation
Chicago, IL
(2000)*

University of Cincinnati

*Master of Community Planning
Cincinnati, OH
(1991)*

Central Michigan University

*Bachelor of Science in Geography
Mount Pleasant, MI
(1989)*

ORGANIZATIONS

- American Planning Association
- National Trust for Historic Preservation
- Landmarks Illinois
- National Alliance of Preservation Commissions
- Illinois Association of Historic Preservation Commissions (former president)

EXPERIENCE

Years with Lakota: 3
Years of Practice: 23

SIGNATURE PROJECTS

El Dorado Historic Preservation Plan - El Dorado, AR

Lakota worked with the City of El Dorado and its Historic District Commission to prepare the City's first Historic Preservation Plan. The Plan assesses the City's preservation program and recommends strengthening its ordinance and guidelines, improving its education and outreach efforts to engage the community in historic preservation, as well as initiating survey and recognition projects that address the City's dynamic history and diverse population.

Albany Historic Preservation Plan - Albany, NY

Lakota worked with the City of Albany and its Historic Resources Commission to prepare the first Historic Preservation Plan for this 400-year-old city by assessing the City's preservation program with the goal of strengthening its policies and procedures for preservation, conservation and revitalization through short- and long-term strategies for implementation.

Belvidere Courthouse Square Phase III Survey - Belvidere, IL

Lakota worked with the City of Belvidere to conduct a historic resource survey documenting 225 properties in the Courthouse Square neighborhood dating from the 1850s to the 1970s. The project utilized RuskinARC, the online historic resources documentation tool, to organize and present the survey data in a manner that is easily accessible to the public. The survey results included recommendations for future Local Landmarks and National Register listings.

Highland Park Central East/Central Ave-Deerfield Rd Survey - Highland Park, IL

Lakota worked with the City of Highland Park to update a 1999 historic resource survey documenting over 450 properties in the Central East and Central Avenue-Deerfield Road areas of Highland Park. The project utilized RuskinARC, the online historic resources documentation tool, to organize and present the survey data in a manner that is easily accessible to the public. The survey results included recommendations for future Local Landmarks and National Register listings.

Maui County Historic Preservation Plan - Maui County, HI

Lakota worked with Maui County and its Cultural Resources Commission to prepare a Phase I assessment of the County's historic preservation program and policies, including an inventory of its significant historic, cultural and archaeological resources and landscapes on three of the four islands within county jurisdiction.





PEGGY VEREGIN

SENIOR ASSOCIATE | 2021-PRESENT

HOMETOWN

Shaker Heights, Ohio

EDUCATION

University of Georgia

Master in Historic Preservation
Athens, GA
(1999)

Kent State University

Bachelor of Arts, History
Minor in Fine Arts, Ceramics
Kent, OH
(1993)

MEMBER

Wisconsin Historic Preservation Review
Board

ORGANIZATIONS

- National Trust for Historic Preservation
- Association for Preservation Technology
- National Alliance of Preservation Commissions
- Wisconsin Association of Historic Preservation Commissions
- Wisconsin Historical Society

EXPERIENCE

Years with Lakota: 1+
Years of Practice: 23

Peggy brings over 20 years of historic preservation experience in both the private and public sectors, and expert knowledge of the National Register of Historic Places program, as the former administrator of that program in Wisconsin for eight years. Her portfolio of projects includes architectural survey and documentation, evaluation of National Register eligibility; historic district design guidelines, context statements, and National Register nominations. She has presented at statewide preservation conferences in both Illinois and Wisconsin, and has made over 60 presentations about the National Register of Historic Places program. Peggy exceeds the professional qualifications standards under 36 CFR 61, Department of the Interior, for Architectural History, and History.

SIGNATURE PROJECTS

Madison Local Historic District Survey Update - Madison, IN

The Lakota Group worked with the City of Madison to update a 2002 survey of its Local Historic District, established in 1982. The new survey provides updated information on nearly 2,000 properties, including condition, integrity, evaluation of significance, and demolition in the district over the last 20 years. The survey report provides recommendations for future survey work, education, outreach, and prioritization for rehabilitation.

Eureka Springs Historic District Design Guidelines - Eureka Springs, AR

The Lakota Group worked with the City of Eureka Springs to update its 2002 design guidelines for its local historic district, established in 1982. The comprehensive design guidelines provides repair and rehabilitation recommendations for residential and commercial properties. The guidelines include educational components including material longevity and repair cost comparisons, and provides a sample window condition worksheet to help building owners, City staff, and Commission members evaluate window repair and replacement options.

*Recipient of the Preserve Arkansas 2022 Ned Shank Award for Outstanding Preservation Publication.

Joliet Historic Design Guidelines Manual - Joliet, IL

The Lakota Group worked with the City of Joliet to create a comprehensive set of design guidelines for its locally designated landmarks and historic districts. The guidelines include recommendations for residential, commercial, institutional, and industrial properties.

Texas Statewide Historic Preservation Plan 2022-2032 - Austin, TX

The Texas Historical Commission is creating its 2022-2032 Statewide Preservation Plan to address the changing culture of historic preservation in the state. The Lakota Group is leading the facilitation team to assist with robust public engagement and encourage broad public participation in discussions about the challenges related to preserving cultural and historical resources in Texas. Peggy assisted in the engagement component of the project that took place in 2022.



JOSHUA BLOOM

SR, ECONOMIC DEVELOPMENT STRATEGIST | 2022 - PRESENT

HOMETOWN

South Orange, New Jersey

EDUCATION

University of Pennsylvania

Masters in Historic Preservation
Philadelphia, PA
(1998)

Columbia University

Bachelor of Arts
New York, NY
(1985)

EXPERIENCE

Years collaborating with Lakota: 15
Years of Practice: 30

Josh is a leader in the revitalization of historic commercial districts and held senior positions at the National Main Street Center and The Community Land Use and Economics Group prior to joining Lakota. He uses local data to craft market-based strategies that help cities and communities build economically differentiated, dynamic places. He also has deep interest in social enterprise and community-owned businesses and he is the immediate past president of the board of Weavers Way Cooperative, a \$35 million retailer in Philadelphia with three grocery stores, a pet supplies store, two health-and-beauty aid stores, a "Mercantile" gift shop, and 11,000 member-owner households.

SIGNATURE PROJECTS

The Future Retail

Even before the pandemic, retail had shifted in response to consumer expectations and new forms of competition. These changes include an emphasis on experience, a shift to local sourcing, the importance to consumers of connection and social consciousness, and a shift to omni-channel sales. Josh delivers keynotes and training workshops on these topics, and brings these perspectives to all of his assignments.

Music Venue Feasibility Analysis - Lake City, CO

Lake City, Colorado (pop. 403) is a beautiful, isolated community in southwestern Colorado with a population that balloons in summer for its art, music, and outdoor adventure scenes. Lake City sought to develop a recording studio in a repurposed 1940s service station downtown and engaged Josh's former firm, CLUE Group to conduct a feasibility analysis. The pro forma showed that recording bookings alone would not be sustainable. Josh broadened the concept to include a performance space and an artist-in-residence program. National performers often welcome an opportunity to get off the road and engage their creativity, while amateur musicians will pay a premium to study with performers they admire. Josh developed five-year operations projections and an interactive spreadsheet. Lake City is currently pursuing a "Colorado Creates" grant from Colorado Creative Industries.

Main Street Refresh: A Market-Based Approach to Downtown Revitalization

The National Main Street Center engaged Josh's former firm, CLUE Group, to examine why many Main Street programs were not making consistent economic progress. Research revealed that many local Main Street organizations lacked a unifying economic development goal. Without such a goal, they were undertaking random activities that, while helpful, failed to bring about significant transformation. CLUE Group proposed a fundamental change in methodology, recommending that local program activity be based on one or two market-based strategies, grounded in the context of the community's economics. These "Transformation Strategies" would guide all revitalization work, from business development to streetscape design. The NMSC adopted the recommendation, and CLUE Group developed a set of training materials, including *The Main Street Approach: A Comprehensive Guide to Community Transformation* (available at mainstreet.org). The methodology has now been implemented in more than a hundred towns and cities and has won accolades from the American Planning Association, Urban Land Institute, and a number of regional and state planning and economic development agencies.

**THE
LAKOTA
GROUP.**



LARON REED

GRAPHIC DESIGNER & COMMUNICATIONS ASSOCIATE | 2021 - PRESENT

HOMETOWN

Broadview, Illinois

EDUCATION

Academy of Art University
Bachelor of Graphic Design
San Francisco, CA
(2021)

ORGANIZATIONS

- American Institute of Graphic Arts, Chicago Chapter

EXPERIENCE

Years with Lakota: 1
Years of Practice: 6

An inspired graphic designer and communication associate with an immense passion to create, and express himself through visual art and crafting experiences. To him, design is more than what we see - it is a solution to address design constraints and build within a window of opportunity. Bringing ideas to life, daily, Laron focuses on visual design, user experience, brand identity, motion graphics, and web design, while putting our communities first and foremost. He holds a bachelor's in graphic design from the Academy of Art University.

SIGNATURE PROJECTS

The 2022-2032 Texas Statewide Historic Preservation Plan - Texas

The Lakota Group is working with the Texas Historical Commission, the State Historic Preservation Office, to create a new ten-year statewide plan that addresses local, regional, and statewide preservation issues and concerns. The plan involves online and in-person community engagement and has a special emphasis on disaster resilience. Laron assisted the planning team in research, graphic production, and the public outreach process.

Galveston Cultural Connection Plan - Galveston, TX

The Galveston Cultural Connection Plan will be the result of considerable study, assessment, and analysis of Galveston's existing arts programming and cultural assets - arts organizations and destination venues, the Downtown Cultural Arts District, arts centers, heritage entities, creative businesses, public art installations, performance spaces, special events, and festivals. The study will also explore organizational and funding approaches, especially as it concerns the Park Board and the Convention and Visitor Bureau, and other City of Galveston departments and agencies, to name just a few. Laron assisted the planning team in research, graphic production, and the public outreach process.

Rockford Keith Creek Corridor Study - Rockford, IL

The Region 1 Planning Council (RPC) has initiated a process for completing a corridor study for the main branch of Keith Creek in Winnebago and Boone Counties. RPC has partnered with the consultant team of The Lakota Group, Studio GWA, Strand Associates and Hey and Associates. The purpose of this plan is to create a vision for Keith Creek and development of a comprehensive creek corridor analysis of the main branch of Keith Creek, including socio-demographic metrics, access to transportation, and environmental conditions. Laron assisted the planning team in research, graphic production, and the public outreach process.

Wheeling Restaurant Row Corridor Study - Wheeling, IL

The Village of Wheeling has engaged The Lakota Group, a Chicago-based firm, to create a Corridor Plan for Restaurant Row, to enhance connectivity, encourage economic development, and create a vibrant streetscape along Milwaukee Avenue and the western edge of the Des Plaines River. The Plan will build a community-driven vision for the corridor that emphasizes walkability, placemaking, and revitalization. The project team will assess existing physical conditions, conduct market analysis, explore placemaking and streetscape design solutions, and identify funding and implementation strategies. Laron assisted the planning team in research, graphic production, and the public outreach process.





CARLOS TERRY

ASSOCIATE | 2021 - PRESENT

HOMETOWN

Lima, Peru

EDUCATION

Pontificia Universidad Catolica del Peru

*Bachelor in Architecture and Urbanism
Lima, Peru
(2016)*

EXPERIENCE

Years with Lakota: 1
Years of Practice: 7

Carlos is an architectural and landscape designer with 7 years of experience in design practice in Chicago and previously in Lima, Peru. He has worked on the planning, design and presentation of public open space projects including schools, education facilities, parks, playgrounds, trails, plazas and streetscapes.

SIGNATURE PROJECTS

Joliet Historic Design Guidelines Manual- Joliet, IL

The Lakota Group is developing a Historic Design Guidelines Manual for Joliet's locally designated historic landmarks and historic districts to assist the Joliet residents, property owners, and the Joliet Historic Preservation Commission in undertaking appropriate and sensitive rehabilitation, additions, and new construction. Carlos has assisted the planning team with the production of design guidelines illustrations and elevations of rehabilitated historic facades.

Cicero Avenue Corridor Study- Chicago, IL

The Chicago Department of Transportation (CDOT) is partnering with the Department of Planning and Development (DPD), to create a study to improve Cicero Avenue Corridor. As a sub-consultant, The Lakota Group will evaluate land use and private development, and investigate potential land use improvements. Carlos has assisted with graphic production.

Downtown Itasca Strategic Action Plan- Itasca, IL

The Village of Itasca is working with the Lakota Group to create a vision for the Downtown and surrounding area that leverages existing transportation facilities and infrastructure, real estate development opportunities, and community involvement to create a downtown that is welcoming and an active meeting place for residents and visitors. Carlos has assisted in the production of graphics for this project.

Westminster Place Exterior Way finding & Signage Plan- Evanston, IL

The Lakota Group is creating a clear, organized and compelling branded Wayfinding and Signage program that provides easy to read community identification, directions and orientation to allow residents, visitors and staff to safely navigate to their homes or campus destinations. As part of the design team, Carlos has assisted in the production of concepts and illustrations for this project.

**THE
LAKOTA
GROUP.**

Personnel Chart



OTHUMWA

WELCOME TO



Preservation Planning Portfolio

Lakota has completed preservation planning projects in communities across the country as well as assignments related to neighborhood and commercial district planning, design guidelines, buildings assessments, arts and culture plans, historic resource surveys, National Register nominations, and community comprehensive plans with historic preservation elements.

Historic Preservation Plans

- Heritage Resources Plan - Rock Island, Illinois
- 10-Year Historic Preservation Plan - Belvidere, Illinois
- Heritage Preservation Plan - Racine, Wisconsin
- Historic Preservation Strategic Plan - Tyler, Texas
- Historic Preservation Plan - Denton, Texas
- Historic Preservation Plan - Albany, New York
- Historic Preservation Plan - El Dorado, Arkansas
- Strategic Historic Preservation Plan - San Antonio, Texas
- Phase 1 Historic Preservation Plan - Maui County, Hawaii
- Community Preservation Plan - Bloomington, Illinois
- Arts, Culture and Historic Preservation Plan - Sandpoint, Idaho
- Historic Preservation Plan - Anaconda-Deer Lodge County, Montana
- 2022-2032 Texas Statewide Historic Preservation Plan

Architectural and Historical Surveys

- Architectural and Historical Survey - River Forest, Illinois
- Architectural and Historical Survey - Downers Grove, Illinois
- Landmark Inventory - Evanston, Illinois
- Downtown Architectural Survey and Design Guidelines - DeKalb, Illinois
- Cermak Road Architectural and Historical Survey - Berwyn, Illinois
- Central East and Central Avenue/Deerfield Road Survey - Highland Park, Illinois
- Architectural Resource Survey for the Sunset Terrace Subdivision - Highland Park, Illinois
- Landmark Inventory - Highland Park, Illinois
- Historical and Architectural of the Phase III Courthouse Square Area - Belvidere, Illinois
- Madison Local Historic District Survey - Madison, Indiana

Main Street Services

- Iowa Green Streets Training Manual - Iowa Main Street Program
- Oregon Main Street (OR) Revitalization Services
- Texas Main Street Revitalization Services
- Six Corners Association Main Street Assessment and Strategic Plan - Chicago, Illinois

Design Guidelines

- Historic District Design Guidelines - Eureka Springs, Arkansas
- Mission District Design Guidelines - San Antonio, Texas
- Residential Design Standards - Oshkosh, Wisconsin
- Enos Park Neighborhood Conservation District Design Guidelines - Springfield, Illinois
- Historic District Design Guidelines - Naperville, Illinois
- Historic Preservation Handbook and Design Guidelines for Historic Resources - Mesa, Arizona
- Design Guidelines - Anaconda-Deer Lodge County, Montana

National Register of Historic Places

- Central Berwyn Bungalow National Register District Nomination - Berwyn, Illinois
- Downtown Peoria National Register District Nomination - Peoria, Illinois
- Central Downtown Springfield National Register Nomination - Springfield, Illinois

Section 106/707 Review (Illinois)

- National Register Evaluation, Chicago Housing Authority - Chicago, Illinois*
- National Register Evaluation, General Services Administration - Chicago, Illinois*
- Mitigation, Illinois HABS Level II Documentation, University of Illinois - Champaign, Illinois*
- Mitigation, Illinois HABS Level III Documentation, Chicago Housing Authority - Chicago, Illinois*
- Mitigation, Illinois HABS Level III Documentation - Galena, Illinois*
- Intensive Survey and National Register Evaluation - Orland Park, Illinois*
- Intensive Survey and National Register Evaluation - Lockport, Illinois*
- National Register Evaluation and Mitigation - Oak Park, Illinois*

*Completed under previous employer



Bloomington Community Preservation Plan

The City of Bloomington engaged The Lakota Group to update its 2004 Historic Preservation Plan focusing on identifying future National Register and Local Landmarks and Historic Districts, recognizing its African American and ethnic heritage through historic resource surveys, and revitalizing its residential neighborhoods through conservation and preservation incentives. The Historic Preservation Plan also addresses commercial revitalization through adaptive use, heritage tourism, and new partnerships. Finally, the plan recommends engaging youth in preservation initiatives, preparing design guidelines for historic properties, and potential updates to the municipal zoning ordinance. The Historic Preservation Plan was funded in part with a Certified Local Government Grant by the Illinois State Historic Preservation Office, an division of the Illinois Department of Natural Resources.

BLOOMINGTON, IL

STATISTICS

Start Date: July 2019
Completed: October 2021

REFERENCE

Kimberly Smith, Community Development Services Director
City of Urbana, Illinois
(formerly Assistant Economic and Community Development Director
City of Bloomington)
(217) 328-8262
klsmith@urbanaininois.us

**THE
LAKOTA
GROUP.**

HISTORIC PRESERVATION



Anaconda-Deer Lodge County Historic Preservation Plan and Design Guidelines

Anaconda-Deer Lodge County engaged the Lakota Group to create a Historic Preservation Plan focusing on the Butte-Anaconda National Historic Landmark District, of which the majority of Anaconda is included. The plan recommends preservation tools for the revitalization of its residential neighborhoods and commercial downtown, as well as promoting heritage tourism, identifying future survey and documentation needs, and encouraging best practices for the local Historic Resources Board and historic preservation program. The Historic Preservation Plan also includes Design Guidelines for the County’s historic residential and commercial properties. The Historic Preservation Plan was funded in part with a grant from the Montana Department of Commerce’s Montana Main Street Program, with matching funding from the Anaconda-Deer Lodge County Historic Resources Board and the Deer Lodge County Urban Renewal Agency.

ANACONDA-DEER LODGE COUNTY, MT

STATISTICS

Start Date: November 2020
 Completed: August 2021

REFERENCE

Adam Vauthier, Executive Director
 Anaconda Local Development Corporation
 adam@discoveranaconda.com

Gayla Hess, Planner II
 Planning Department
 Anaconda-Deer Lodge County, Montana
 (406) 563-4012
 ghess@adlc.us





El Dorado Historic Preservation Plan

The City of El Dorado, Arkansas engaged the Lakota Group to create its first ever Historic Preservation Plan focusing on identifying future National Register and Local Historic Districts and recognizing its African American heritage through historic resource surveys, promoting heritage tourism and revitalizing its residential neighborhoods. The Historic Preservation Plan also addresses education and advocacy efforts, and potential updates to the municipal historic preservation ordinance. The Historic Preservation Plan was funded in part with a Certified Local Government Grant by the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage, Department of Parks, Heritage and Tourism.

EL DORADO, AR 

STATISTICS

Start Date: June 2019

Completed: July 2020

REFERENCE

Elizabeth Eggleston, City Preservation Officer

City of El Dorado, Arkansas

(870) 444-4880

hdc@eldoradoar.org

**THE
LAKOTA
GROUP.**



Sandpoint Arts, Culture, and Historic Preservation Plan

The City of Sandpoint initiated a planning process to create its first Arts, Culture and Historic Preservation Plan. The City engaged Lakota Group and Surale Phillips to conduct a citywide cultural arts assessment, assess the City's historic preservation program and policies, establish historic contexts for the City, make recommendations and set goals for arts, culture, and historic preservation. As with other City planning projects, community engagement is at the heart of the project. The Arts, Culture and Historic Preservation Plan put forth a compelling vision and programming priorities to guide local actions and partnerships. For the City of Sandpoint, the Plan serves to justify decision-making on allocating resources to preservation and arts initiatives. For the broader community – local businesses, property owners, preservationists, and arts enthusiasts – the Plan serves as a resource for stimulating new ideas and ways of thinking on collaborations that can achieve a stronger community historic preservation ethic and a vibrant arts and culture scene. The Plan provides the spark for imagination and creativity to make Sandpoint a compelling destination for heritage and the arts.

SANDPOINT, ID 

STATISTICS

Start Date: June 2020

Completed: February 2021


REFERENCE

Jennifer Stapleton, City Administrator
 City of Sandpoint, Idaho
 (208) 265-1483
jstapleton@sandpointidaho.gov



Albany Historic Preservation Plan

The City of Albany, New York is reaching its 400th anniversary and engaged the Lakota Group to create its first ever Historic Preservation Plan focusing on assessing existing historic resources, future historic resource surveys and neighborhood revitalization. The Historic Preservation Plan also addresses conservation districts, education and advocacy efforts, and potential updates to the municipal unified sustainable development ordinance. The Historic Preservation Plan was funded in part with a Certified Local Government Grant by the New York State Office of Parks, Recreation and Historic Preservation.

ALBANY, NY 

STATISTICS

Start Date: April 2019

Completed: September 2019

REFERENCE

Erin Glennon, Senior Historic Preservation Planner

City of Albany, New York
(518) 242-7714

eglennon@albanyny.gov

**THE
LAKOTA
GROUP.**



Racine Heritage Preservation Plan

In many legacy cities across the country - places of past industrial innovation experiencing significant economic change - historic preservation has played an indispensable role in shaping and maintaining the visual character and resiliency of older neighborhoods and traditional commercial districts. In that spirit, the City of Racine, Wisconsin, engaged The Lakota Group to prepare a Heritage Preservation Plan, a policy document that outlines key strategic directions for conserving Racine's distinctive architecture and heritage as means for enhancing community economic vitality, quality of life, and sense of place. This Heritage Preservation Plan builds on Racine's preservation assets - eight National Register Historic Districts, an intact traditional downtown, historic homes and schools, churches, parks, among others - and seeks to advance a preservation vision that engages both the public and private sectors in its implementation. The Plan addresses future survey areas, design review, the potential establishment of a neighborhood conservation district program, and an update to the municipal historic preservation ordinance.

RACINE, WI 

STATISTICS

Start Date: November 2017

Completed: February 2019

REFERENCE

Matthew G. Sandowski, AICP, Principal
Planning Manager

City of Racine Department of City
Development, Division of Planning and
Redevelopment

(262) 636-9151

matthew.sandowski@cityofracine.org

**THE
LAKOTA
GROUP.**

HISTORIC PRESERVATION



San Antonio Strategic Historic Preservation Plan

Lakota prepared a strategic plan for the City of San Antonio to strengthen and enhance its historic preservation program and initiatives. Working with a 30-member steering committee, Lakota focused on several strategic planning, zoning, and program areas, including resource survey and landmark/district designation processes, neighborhood planning, incentives, design guidelines, form-based zoning, economic development, and education. The plan included strategic goals and action strategies for multiple agencies and civic partners.

SAN ANTONIO, TX 

STATISTICS

Start Date: February 2009

Completed: August 2009

REFERENCE

Shannon Miller, AICP Director
Office of Historic Preservation
City of San Antonio
(210) 207-0035
shannonmiller@sanantonio.gov



Belvidere 10-Year Historic Preservation Plan

The Lakota Group along with the City of Belvidere, Illinois and Belvidere citizens and stakeholders, initiated a process to create a 10-Year Historic Preservation Plan – a plan that will guide local decision-making on the identification, conservation, and stewardship of Belvidere’s architecturally and historically significant buildings and places. Like many similarly-sized Midwestern communities, the City of Belvidere is seeking ways in which to encourage growth and economic development while preserving and maintaining the assets that make their communities distinct from others – assets that include traditional neighborhoods and downtown commercial districts, historic churches, schools, industrial buildings, and other heritage resources that contribute to a community’s sense of place, identity and quality of life. This 10-Year Historic Preservation Plan was created to provide a strategic direction for historic preservation in Belvidere – one that builds on past preservation successes, strengthens public-private partnerships, and promotes more certainty and predictability in the roles historic preservation will play going forward in shaping Belvidere’s built environment and economic vitality.

BELVIDERE, IL 

STATISTICS
 Start Date: January 2017
 Completed: January 2018

REFERENCE
 Becky Tobin, Historic Preservation Commission, Chair, Budget and Finance Officer
 City of Belvidere
 (815) 544-2612



Rock Island Heritage Resources Plan

Lakota prepared a Heritage Resources Plan for the City of Rock Island to enhance its historic preservation program and address key issues related to survey and documentation, design guidelines, neighborhood revitalization, heritage tourism and economic development, and education and advocacy. The Plan also included an analysis of Rock Island's historic preservation ordinance in order to update and strengthen provisions related to landmark/district designation processes, demolition delay, roles and responsibilities of the Preservation Commission, and design review procedures. The Plan also recommended the establishment of a neighborhood conservation district program.

ROCK ISLAND, IL 

STATISTICS

Start Date: September 2015
Completed: June 2016

REFERENCE

Brandy Howe, AICP, Senior Community
Senior Professional Community Planner
WSB
River Falls, WI
howe.brandy@gmail.com



City of Denton, Texas Historic Preservation Plan

The City of Denton, Texas, located 20 miles northwest of the Dallas-Fort Worth metroplex engaged the Lakota Group to update its 30-year old Preservation Plan. The Plan focused on future survey areas, incentives, and under-represented communities in future documentation activities. The updated Historic Preservation Plan also addresses conservation districts, education and advocacy efforts, and potential updates to the municipal historic preservation ordinance. The Historic Preservation Plan was funded in part with a Certified Local Government Grant by the Texas Historical Commission.

DENTON, TEXAS 

STATISTICS

Start Date: October 2018
Completed: October 2019

REFERENCE

Ron Menguita, AICP, Principal Planner
City of Denton, Texas
(940) 349-8328
Ron.Menguita@cityofdenton.com

**THE
LAKOTA
GROUP.**



City of Tyler Historic Preservation Strategic Plan

The Lakota Group worked with the City of Tyler Texas, residents and stakeholders to create the City's first Strategic Historic Preservation Plan. Tyler has a rich history and boasts 22 individual buildings listed on the National Register of Historic Places and six national historic districts encompassing more than 2,400 buildings, sites and structures of a variety of building types and architectural styles. The process of preparing the Historic Preservation Strategic Plan represented a unique opportunity to assess the effectiveness of the current program, understand current issues and constraints to preservation, and consider a set of planning strategies and initiatives that address critical preservation planning concerns, including new survey areas and conservation districts. Comparative analysis of the existing historic preservation ordinance and recommendations for enhancements were important elements of the final Plan, which was adopted in July 2017.

TYLER, TX

STATISTICS

Start Date: June 2016
Completed: July 2017

REFERENCE

Amber Rojas-Verona, Main Street Director
Tyler Main Street Program
(903) 531-1100
arojas@tylertexas.com





Eureka Springs Historic District Design Guidelines

Eureka Springs, nestled within the southern Ozark mountains, is a community of exceptional historic architecture, with a local landmark district encompassing the majority of its 1978 municipal boundaries. The community’s character reflects its legacy as a Victorian-era health spa, where resorts catered to those pursuing the healing powers of its abundant natural spring waters. While Victorian-era design shaped Eureka Springs’ identity, it also presents challenges to maintenance and preservation. Working closely with the Historic District Commission, The Lakota Group met with citizens and stakeholders to gain critical insight into maintenance challenges, resulting in illustrated design guidelines that present a clear framework for maintenance procedures. In addition, the guidelines offer information on the durability and longevity of materials, and a worksheet to assist with the evaluation of historic window conditions. These guidelines underscore the value of fostering future vitality through preservation.

EUREKA SPRINGS,  AR

STATISTICS

Start Date: August 2021

Completed: July 2022

REFERENCE

Kylee Hevrdejs, Director
Department of Planning and Community
Development

City of Eureka Springs
(479) 340-0865

khevrdejs@eurekaspringsar.gov

**THE
LAKOTA
GROUP.**



Belvidere Phase III Courthouse Square Survey

The City of Belvidere, Illinois engaged the Lakota Group to conduct the third in a series of historical and architectural surveys of the Courthouse Square neighborhood, part of the original townsite of Belvidere. The Lakota Group conducted an intensive survey encompassing 225 residential, commercial and religious properties ranging from the mid-19th to the mid-20th centuries. The survey identified significant properties eligible for Local Landmark designation and listing in the National Register, as well as the expansion of a proposed National Register historic district and two local historic districts. The Historic and Architectural Survey was funded in part with a Certified Local Government Grant from the Illinois State Historic Preservation Office, a Division of the Illinois Department of Natural Resources.

BELVIDERE, IL 

STATISTICS

Start Date: November 2019
Completed: October 2020

REFERENCE

Gina DelRose, Community Development Planner
City of Belvidere
(815) 547-7177
gdelrose@ci.belvidere.il.us

**THE
LAKOTA
GROUP.**



River Forest Village-Wide Architectural and Historical Survey

Lakota led a team of architectural historians and surveyors in completing a community-wide architectural and historical survey of buildings and properties within the Village of River Forest. River Forest is known for its diverse collection of Queen Anne, Prairie School, Tudor and Colonial Revivals, and Mid-Century Modern homes and commercial buildings. It is also known for the William H. Winslow House, Frank Lloyd Wright's first independent commission. The survey included the field documentation and evaluation of over 2,900 properties, including 800 buildings already located in River Forest's existing National Register Historic District, and a comprehensive context statement serving as a framework for understanding the significance of River Forest's architectural heritage. It also included documentation of three Jens Jensen-designed parks. The on-site survey work was completed using an Apple iPad and customized survey software. After the conclusion of the project, the Village updated its historic preservation ordinance to add a demolition delay provision – a provision that would apply to architecturally and historically significant properties identified in the survey.

RIVER FOREST, 

STATISTICS

Start Date: May 2012
Completed: August 2013

REFERENCE

David Franek, Chair, Historic Preservation Commission
Village of River Forest
(708) 366-8500

**THE
LAKOTA
GROUP.**



Central Springfield National Register Historic District Boundary Expansion and Additional Documentation

Lakota was engaged by the City of Springfield to complete a boundary expansion and additional documentation of the existing Central Springfield National Register Historic District, first listed in 1977. The District is mainly comprised of commercial buildings located around and near the Old State Capitol Building, constructed between 1837-1840, and the Lincoln-Herndon Law Office Building (1940). The boundary expansion added more than 70 buildings to the Historic District representing a variety of architectural styles from Greek and Romanesque Revivals to Art Deco and Mid-Century Modern.

SPRINGFIELD,  IL

STATISTICS

Start Date: November 2014
Completed: October 2015

REFERENCE

Steve Myers, Myers Commercial Real Estate
217-306-4137

**THE
LAKOTA
GROUP.**



Central Berwyn Bungalow National Register Historic District Inventory and Nomination

The City of Berwyn, a western suburb of Chicago, and the non-profit City of Homes of Organization (CoHo), engaged The Lakota Group to conduct an inventory of historic resources and to prepare a National Register nomination for the Central Berwyn Bungalow Historic District. The District is comprised of 1,500 residential resources predominately designed as Chicago Bungalows, the distinctive housing type developed in Chicago during the early part of the 20th century. The survey/inventory and mapping was conducted with Apple iPads using customized database software accessible through the Internet. The district is the largest residential bungalow district of its kind in the United States.

BERWYN, IL }

STATISTICS

Start Date: November 2014

Completed: August 2015

REFERENCE

Nasri Mansour, President

City of Homes Organization

nasri.mansour@gmail.com

**THE
LAKOTA
GROUP.**

HISTORIC PRESERVATION

COMMUNITY ENGAGEMENT



Downtown Peoria Historic District - Survey and Nomination

The Downtown Peoria Historic District represents a diverse collection of commercial building types – retail and department stores, theaters, corporate headquarters, courthouses, and fraternal halls – all embodying downtown’s commercial development during the period of significance of 1867-1967. The district’s architectural styles range from the Italianate to the International Style and Modern expressions of the Post World War II period. The majority of buildings retain their historic appearance and integrity, especially those constructed at Mid-Century. The resources of the Historic District tell the story of a downtown that prospered from Peoria’s industrial and commercial growth during the 1870s through the turn of the century to the 1950s and 60s when, in attempts to forestall downtown’s economic decline, urban renewal and the new Modernist building expressions would forever change downtown Peoria’s landscape. The Downtown Peoria Historic District was listed in the National Register of Historic Places in December of 2018.

PEORIA, IL 

STATISTICS

Start Date: November 2017

Completed: December 2018

REFERENCE

Amy Hathaway, National Register Specialist

Illinois State Historic Preservation Office

(217) 782-8588

amy.hathaway@illinois.gov

**THE
LAKOTA
GROUP.**



Central East and Central Avenue/Deerfield Road Survey Update and Local Landmark Inventory

The City of Highland Park, Illinois engaged the Lakota Group to update a 1999 historic resource survey of its Central East and Central Avenue/Deerfield Road neighborhoods. The Lakota Group conducted an intensive survey encompassing 458 residential, commercial and religious properties. The survey identified significant properties eligible for Local Landmark designation and listing in the National Register. The City also sought assistance from The Lakota Group to review its Local Landmark inventory to provide updated photographs and informational cover sheets. The Historic Resource Survey was funded in part with a Certified Local Government Grant by the Illinois State Historic Preservation Office, a Division of the Illinois Department of Natural Resources.

HIGHLAND PARK, IL 

STATISTICS

Start Date: November 2019
Completed: June 2020

REFERENCE

Zubin Coleman, Planner II
City of Highland Park
(847) 926-1853
zcoleman@cityhpil.com



Downtown Architectural and Historical Survey and Design Guidelines

The City of DeKalb sought to survey and inventory the properties in their Downtown District in order to determine their architectural and historical significance, as well as their eligibility for local and National Register listing. The City also wished to prioritize individual buildings in need of rehabilitation and to create a set of design guidelines. The Lakota Group conducted an intensive-level survey, identified individual rehabilitation projects, and prepared a set of Design Guidelines for the Downtown District. The Guidelines address building rehabilitation and restoration methods, additions, landscape elements, and green and energy efficiency techniques. The Guidelines document will be used by the DeKalb Landmark Commission for reviewing changes to downtown buildings and is a companion to existing guidelines for new construction.

DEKALB, IL 

STATISTICS

Start Date: November 2016
Completed: August 2018

REFERENCE

Jo Ellen Charlton
Community Development Department
City of DeKalb, Illinois
(815 748-2371)



Stoughton Historic District Community Engagement

The City of Stoughton and the Stoughton Landmarks Commission initiated a community engagement process to gauge community support for a Downtown Stoughton Local Historic District. The City engaged The Lakota Group to conduct an inclusive community engagement process, assess the City's historic preservation review process, design guidelines and downtown planning overlay district. The community engagement process included interviews with stakeholders and downtown property owners, a public open house, online workshop and survey, and a final presentation of the findings. Going forward, the City of Stoughton will use the results of the community engagement process to make important planning decisions regarding future preservation efforts in Downtown Stoughton.

STOUGHTON, WI 

STATISTICS
 Start Date: October 2019
 Completed: January 2021

REFERENCE
 Michael Stacy
 Zoning Administrator, City of Stoughton
 (608) 646-0421
 mstacey@ci.stoughton.wi.us

**THE
LAKOTA ALLIES
GROUP. IN
PLACE**



**EXECUTIVE
SUMMARY,
PROJECT
METHODOLOGY,
PROJECT
MANAGEMENT,
AND WORK PLAN**



Executive Summary

The **City of Ottumwa** and its partners, including the **Ottumwa Legacy Foundation** is seeking a qualified professional preservation planning firm to assist in the preparation of a Historic Preservation Plan. The central objectives of this assignment include assessing the City of Ottumwa's **historic preservation programs and policies**, establishing **historic contexts** for the City, provide recommendations for **identifying historic resources and potential designations**, **assess preservation's role in the broader planning process**, **investigate strategies for preservation-based economic and community development**, and **conduct a thorough community engagement process**. Most importantly, this Historic Preservation Plan must embrace realistic implementation strategies that **achieve** desired preservation outcomes for preservation partners and stakeholders.

With this Historic Preservation Plan, the community desires to build on past successes while recognizing that additional efforts are needed to identify priority areas for preservation, reinvestment, and economic development and to shape and enhance Ottumwa's visual and architectural character.

However, clearly, a central challenge of most small American communities today is to balance historic preservation with the revitalization of their traditional commercial districts, neighborhoods, and other key historic resources, especially in light of changing demographics and challenging economic times. Protecting important historic resources from their loss and demolition, due to development pressures or from disinvestment and neglect, should always be a key priority for any community. However, what other ways and means should be explored to implement a broader, more comprehensive approach to preserving and reusing historic resources? Most importantly, how can the benefits of historic preservation be shared by all in the community in an equitable manner?

Our planning and public engagement process will explore these key questions:

- What historic preservation-based economic and community development should be undertaken to promote grass-roots reinvestment in the downtown and neighborhoods?
- How does the City of Ottumwa promote increased use of the Federal and Iowa State Historic Revitalization Tax Credit Program?
- What set of new incentives should be developed to help facilitate reinvestment where there are gaps between property value and rehabilitation costs?
- Can new partnerships with other organizations and entities be forged to undertake specific educational and outreach efforts to build a stronger historic preservation ethic?
- Can the internal operations of the Historic Preservation Commission be enhanced so that adequate resources are devoted to implementing the short and long-term Preservation Plan goals and initiatives?
- Does the designation criteria need revision to account for the cultural significance of places?

- What Ottumwa historic assets should be recognized and preserved as Historic Districts and Landmarks?
- How do we best determine and assess the economic impact of historic preservation in the community ?

A comprehensive Ottumwa Historic Preservation Plan, one that is developed and produced with the input and participation from all segments of the community, should address these questions with well-researched, realistic planning strategies and implementation actions.

Our understanding of the project is that it must have a multi-disciplinary planning process incorporating the following elements:

- Assess the current level of preservation planning in Ottumwa, including existing survey and documentation efforts, National Register designation activities, existing context statements, at-risk historic resources, current design review processes, financial incentive programs, and educational and community outreach efforts.
- Assess the level of preservation planning and needs in other community planning processes for Ottumwa.
- Undertake a reconnaissance tour with local officials and City of Ottumwa staff, preservation advocates, and historians to understand the location of significant resources and the potential for new historic districts and landmarks. This will help inform the inventory list.
- Research and establish context statements for understanding, identifying, and evaluating properties and distinct districts within Ottumwa, areas that include historic resources and places that tell the full story of the community and its people including underrepresented communities. Historic contexts provide the foundation for effective preservation planning.
- Analyze Ottumwa land use trends, historic building conditions, and additional data to understand broader impacts and threats to local historic resources and undertake an assessment of potential impacts on historic resources from development pressures, disinvestment or other threats.

- Explore additional digital technology needs beyond the City's existing website and GIS systems for placing survey and historic district information on the Internet for broader accessibility by the public.
- Interview organizations and entities, including the relevant departments and commissions of the City of Ottumwa, neighborhood groups and businesses, and various civic and economic development groups to determine possible roles in implementing more encompassing historic preservation-based community development initiatives.
- Review other zoning code provisions and development regulations to determine the need for incorporating historic preservation elements, or revising current provisions to strengthen the vitality of Ottumwa's historic resources.
- Propose a program of ongoing community outreach, education, heritage tourism, and preservation advocacy efforts that help promote increased awareness of Ottumwa's historic resources and stakeholder buy-in for long-term stewardship and revitalization of the community's landmarks and districts.
- Explore the capacity-building needs of preservation advocacy entities, as well as preservation leadership development needs – who will be the next preservation leaders for the Ottumwa community?
- Create a model for evaluating the impacts of historic preservation that encompass several measures related to downtown revitalization, jobs and household income, heritage tourism, property values, and sustainability.
- Incorporate practical strategies and a detailed implementation plan, which prioritizes specific actions to be taken. Implementation strategies will identify parties responsible for each action as well as potential funding mechanisms.



Project Methodology

Historic preservation takes many forms today in communities throughout the country. Many focus on survey and identification of historic resources and National Register nominations, while others target incentives, adaptive use, and Main Street revitalization as key needs and aspirations. And still others look at advocacy and education as their sole need. However, **a community must implement all facets of good preservation planning** – from administering a historic preservation commission, to survey and documentation, to economic development, and education and advocacy – to maintain a truly effective community-based historic preservation program, one that is **equitable and accessible** to all.

Based on the Request for Qualifications, our Team believes the following are the key planning goals for this assignment:

- **Futuristic and Visionary.** The Ottumwa Historic Preservation Plan must explore new ideas, possibilities, and technologies that can best position the community to meet present and future challenges. Such ideas must make sense, meet local needs, and be pragmatic and realistic in their implementation.
- **Community-Focused.** The Ottumwa Historic Preservation Plan's future success must involve local community stakeholders in vision-crafting from the beginning of the planning process to the end. Effective engagement must include everyone, paying special attention to the people and the voices that do not routinely participate in preservation planning activities. Traditionally underrepresented people need to feel welcomed, heard, and respected in a planning process that offers a variety of means and opportunities to participate.
- **Consensus-Built.** Too often, community plans fail to speak to local values and priorities – there needs to be stakeholder buy-in that builds a strong foundation for long-term implementation. Otherwise, key stakeholders often become disengaged from the process. The planning process must begin with identifying areas of general agreement so that local stakeholders can begin to explore new and innovative planning directions and strategies.
- **Transparent.** Information must be readily available to stakeholders, through a number of channels, and in a way that is easy to understand – otherwise, stakeholders may not feel heard or understood, breeding stakeholder disengagement and spoiling the hard work and momentum put into the planning process. Communication channels must involve both traditional and non-traditional means to capture participation and buy-in from a wide array of local stakeholders.
- **Strategic and Transformational.** For any citywide preservation vision to become a reality, there must be a clear, strategic, transformational path to success. Balancing preferred historic preservation vision with quantitative information and confirmed future trends can help to inform and shape actionable goals and initiatives with measurable implementation outcomes. However, such initiatives must be transformational – how can they leverage existing resources and implementation partners in addressing key preservation planning issues?
- **Connected and Integrated Preservation Program.** The Ottumwa Historic Preservation Plan must build on the coordinated and collaborative approaches the City of Ottumwa already uses to deliver services and to educate the public on historic preservation's benefits. However, in light of emerging preservation challenges, such as disinvestment in neighborhoods and resiliency to natural disasters, for instance, how can the City of Ottumwa and its partners break down any programmatic silos and create and leverage resources that address the preservation needs of today and tomorrow?
- **Data-Driven.** Any worthwhile planning document must have good qualitative and quantitative information and an understanding of local preservation trends to drive issue analyses, identify goals and potential strategies, and review viable alternatives and scenarios. Collected data will emanate from a number of sources, including direct conversations from stakeholders and information provided by the City of Ottumwa and other partners.
- **Plan Stewardship and Implementation.** The Ottumwa Preservation Plan must have easy-to-understand initiatives and measurements of success that infuse continued life and inspiration into its implementation on the part of all stakeholders. This in turn encourages citizens to be long-term stewards of the preservation planning vision.
- **Plan Obligations.** This Ottumwa Preservation Plan serves to satisfy the community's historic preservation planning obligations as established under Iowa State Statute administering the state and federal historic preservation programs.
- **Education and Advocacy.** A key role of any local historic preservation program is to educate and promote historic preservation as an essential element of community vitality and quality of life. This Ottumwa Historic Preservation Plan will provide the framework of goals and activities that will help local stakeholders better understand historic preservation and its benefits, appreciate their own histories

and their shared stories as told through historic places, and help balance heritage preservation needs with ongoing change within local communities.

- **Accessible and Appealing Planning Documents:** The best way to honor the time and resources put into a Ottumwa Preservation Plan and associated documents and deliverables is to design them in a manner that continues to engage, inspire and guide stakeholders. The long, boring report of yesterday is no longer acceptable in today's highly visual world. The Ottumwa Preservation Plan should be design-rich in image, infographics, and content.

Our approach to this assignment will be multidisciplinary, exploring the following elements, trends and issues in detail and comprehensiveness with feedback and insight from the Historic Preservation Commission and local stakeholders.

Historic and Cultural Resources

Lakota has extensive experience conducting historic resource surveys and other cultural resource management activities. The Team will draw upon this experience to develop recommendations for future historic and cultural resource identification needs using data sources such as past and current survey work, NRHP nominations and Certified Local Government grant-funded work. Additionally, Lakota will examine the types of resources that may become future landmarks and historic districts – mainly resources 50 plus years of age – and assess their potential for historic significance as classes of resources within the framework of the applicable historic contexts. Last, Lakota will assess cultural and intangible resources, their documentation needs, and potential for revising eligibility criteria to evaluate and consider these resources as worthy of preservation.

Preservation-Based Community and Economic Development

Through engagement with key stakeholders, property owners, and the local and regional development community - as well as independent research and analysis - Lakota will refine a set of strategies aimed at sharpening the community's historic preservation-based economic development efforts.

Preservation-based economic development strategies to be explored during this planning process include, but are not limited to:

- Identifying key adaptive use projects.
- Exploring the expansion of existing incentives and/or creating new ones that meet preservation and economic development needs.
- Exploring gaps and needs for the downtown and potential development strategies and initiatives that could be undertaken in partnerships with investors and the City of Ottumwa.
- Considering updates to zoning and land use regulations to enhance and streamline adaptive use processes as necessary.
- Providing suggestions and recommendations on enhancing the roles of partner organizations in carrying out specific economic development responsibilities and initiatives.

- Assessing the potential impacts of nationwide trends, including online shopping, the desire for walkable mixed-use communities, and other demographic and sectoral shifts that can influence preservation strategies.
- Providing ongoing technical assistance on design and rehabilitation issues for owners of historic properties.
- Determine the possibilities for leveraging existing housing programs for establishing and promoting housing rehabilitation programs in historically and culturally significant neighborhoods.
- Consider the possibility of conservation approaches to neighborhoods and places that may not be eligible for historic district designation.
- Attracting a remote or mobile workforce to downtown buildings and spaces.
- Leveraging arts-based economic development and placemaking efforts to enhance authenticity and activity in historic neighborhoods and places.
- Encouraging small business development in historic commercial areas among underrepresented populations.
- Facilitating additional National Register nominations to promote the use of historic preservation tax credit programs.
- Promoting better integration of local and regional heritage tourism activities into the community.

Education, Advocacy, and Outreach

Any successful local historic preservation program not only must have the regulatory and programmatic mechanisms to protect and preserve important historic and cultural resources – the local preservation commission, the ordinance and design review procedures, among others – but also undertake advocacy efforts that promote preservation's benefits locally, engage private-sector stakeholders more regularly, and take on additional initiatives that boost preservation's profile in the community.

However, mounting advocacy and education efforts often face their own issues – spare financial resources and a lack of participation from younger households and diverse populations. Beyond these concerns is elevating historic preservation as an effective strategy for achieving community quality of life goals. This in turn will require changing the conversation from preservation with a "reactive" perception to one that is "proactive" in generating jobs, facilitating investments in existing buildings and infrastructure, and in enhancing the "whole community and place," not just the local historic district.

Advocacy and education efforts will require key stakeholder partner participation in implementing a local education and advocacy agenda. The Ottumwa Preservation Plan could explore the following possible needs and strategies:

- Develop new education and outreach programs that address "place-based" preservation issues to multiple audiences – from local officials to beyond the established preservation constituency.
- Address gaps in educational programming from how to access incentives to how-to workshops on repairing and rehabilitating a storefront.

- Create tomorrow's preservation advocates by offering educational opportunities for the community's youth and young adults.
- Forge new partnerships with conservation, environmental, cultural and economic development groups within the community to highlight the relationship between historic preservation, arts and culture, natural landscape preservation, and community vibrancy.
- Expand social media and digital programming content to promote the preservation message.
- Link and integrate educational programs sponsored by local preservation organizations, historical groups, and schools.

Mapping

As part of the planning process, Lakota will map all historic resources, districts, landmarks and eligible resources as needed for this assignment. In addition, Lakota will develop adaptive use opportunities and character area maps using Geographic Information Systems (GIS) and a set of criteria including building construction dates, building sizes and floor-plates. Such mapping allows the community to understand where adaptive use opportunities and "high" character areas are located – buildings conducive to adaptive use, as well as areas that may not be eligible as historic districts but could warrant some measures for their protection and enhancement through zoning overlays and other tools. Other maps may be developed to illustrate a variety of other existing conditions related to historic and cultural resources, such as property values in historic districts and age of building resources, for example.

Inclusiveness and Underrepresented Communities

The City of Ottumwa heritage story should broaden its narrative to include its rich tapestry of other ethnic and racial groups that contributed to its growth and development. These groups are often underrepresented in the recognition and interpretation of their stories to future generations. Therefore, Lakota will explore and consider historic contexts and their associated historic resources that contribute to a greater understanding of the community's history.

Design Review

Lakota will use a comparative analysis approach to determine whether enhancements to the ordinance and design guidelines can be introduced to improve design review processes and encourage the rehabilitation and reuse of important historic resources. This approach will take into account current best practices implemented by other communities in Iowa and around the country in their preservation planning programs.

Economic Impact Modeling

As requested in the RFQ, the City of Ottumwa, is seeking the development of working analysis model for understanding the economic impact of historic preservation in the community. The Lakota Group will be a prepare a working model that may potentially include the following components and metrics:

- Number of jobs created from historic preservation tax credit projects and other investments fro facade grants and small business development financial assistance programs.
- Increases in property values in National Register and local historic districts.
- Total expenditures generated from heritage tourism, and festivals and events produced by the Main Street organization and other entities.
- Total investments leverage downtown with investment made in the local Main Street revitalization program.

Lakota will prepare the model based on what information sources are readily available, how should information be collected in the future, and who should gather and analyze the data for community reporting purposes.

Implementation

No plan is effective without a realistic implementation strategy. All initiatives will incorporate public and private-sector participation on short and long-term implementation. In addition, a detailed chart summarizing key actions, funding sources, and critical implementation partners will be included. Lakota focuses its implementation strategy work on what roles the local government and key partners will play in implementation, as well as potential "grass-roots" involvement of residents and stakeholder groups for long-term planning success.

Emerging Preservation Trends and Issues

There are other emerging trends in historic preservation that merit examination during the planning process leading to potential strategies that can help the community address local issues with new tools and approaches. These emerging trends and preservation practices include:

- Legacy business programs that assist in maintaining the unique character and distinctiveness of historic commercial districts.
- Deconstruction requirements that give new life to historic building materials.
- Use of crowdsourcing technologies for digital storytelling and interpretive programs.
- New incentives and disincentives to protect historic attainable housing units in traditional neighborhoods.
- Use of digital survey technologies and integration in local Geographic Information Systems.



- New educational and outreach efforts that make historic preservation more relevant to different economic and social groups, serving to forge better links between people and place.
- Disaster preparedness is a critical preservation issue deserving of our time and strategic thinking.

StoryMaps

Lakota can develop a StoryMap version of the Ottumwa Preservation Plan and other documents as an alternative means in which to communicate the Plan's vision, goals, and strategies to a broader audience. StoryMaps can tell the digital story of the planning process, stakeholder involvement, and the key preservation issues and resultant goals and strategies identified and determined by local stakeholders through the use of maps, text, photos, images, video and web scenes that create an interactive narrative made available through the City's website. A StoryMap will provide a more compelling and visually appealing narrative than just a text version of the Historic Preservation Plan, helping to build awareness and influence about historic preservation in Ottumwa. This RFP response includes a StoryMap version of the Ottumwa Preservation Plan and other documents in the cost proposal.

Community Engagement

Lakota understands that an important objective of the preservation planning process is to undertake an inclusive public participation program that engages local stakeholders and residents in effective, meaningful ways. An open and transparent public engagement effort will provide a platform for building the trust, confidence and optimism needed to effectively cultivate key stakeholder support for short and long-term preservation planning goals.

Lakota will work closely with the City of Ottumwa, The Legacy Foundation, property owners and local stakeholder groups, state and regional agencies, and preservation advocacy groups throughout the planning process to solicit ideas and gather input so that the Ottumwa Historic Preservation Plan reflects a strong consensus of the community. In addition, Lakota will help develop, organize, and participate in all community engagement sessions and provide all exhibits and ancillary printed materials as requested and desired.

Lakota understands that a particular stakeholder level of interest and participation in community meetings can vary significantly. Therefore, Lakota's collective experience suggests that the appropriate means for engaging stakeholders during workshops and meetings must be identified and understood early on before the planning process begins. Therefore, a carefully-crafted public involvement plan that identifies and targets all key stakeholders will be developed in close collaboration with the City of Ottumwa before the planning process starts in earnest.

In this proposal, Lakota proposes the use of several tools, techniques, and processes our firm has found works well. Lakota can refine this approach based on early conversations with the City of Ottumwa, and other stakeholders and craft a more customized engagement program for this particular assignment.

Our community engagement approach includes the following elements:

- **Partner Organizations and Groups.** Lakota will work diligently with the City of Ottumwa and the Legacy Foundation to include other organizations and agencies throughout the planning process. They bring vital information, perspectives, and networks that are critical to building participation, consensus and citywide ownership in the Historic Preservation Plan. Those groups include preservation advocates, property and business owners, local schools, non-profit organizations, economic development and heritage organizations, religious institutions, neighborhood groups, and other preservation-related entities.
- **High Priority Populations.** Taking an equity approach to this planning process means taking the time and care to reach new groups and underrepresented communities. Lakota will partner with the Historic Preservation Commission, the City of Ottumwa, the Foundation, and other entities to reach those who may not normally participate in preservation planning efforts. This means doing more than the typical, formal open house. It means reaching out, offering flexible engagement opportunities whenever feasible, both on-site and online, and writing about the community's preservation activities in a manner that is fun and relatable. Lakota will work to reach families, low-income populations, communities of color, and immigrants.
- **Youth Engagement.** Lakota has conducted numerous pop-up workshops in middle and high schools to engage students in generating preservation ideas, sometimes using online tools and smartphone technology.
- **Senior Population Engagement.** The newly retired and seniors are typically the customary groups that attend in-person workshops as they have more time to participate in community activities. However, not all seniors can participate. There are growing signs that seniors are becoming more acclimated to using digital tablets and computers. Lakota will help to market all engagement opportunities to seniors, including online and digital forms.
- **Contact List and Website.** Lakota has extensive experience in assisting communities manage contact lists and website content for preservation planning projects. In previous assignments, Lakota has developed interactive websites for use in gathering contact information and posting surveys and documents. Lakota will assist the City of Ottumwa in managing the contact database and enhancing the functionality of the client's website to augment its capabilities for community engagement.
- **Project Branding and Messaging.** Lakota has in-house graphic designers that can develop a clear and compelling project brand and identity for the project. Lakota will provide the City of Ottumwa up to five brand image designs to discuss and choose for the planning process. In addition, we will draft key messages to go alongside the brand images to be used in collateral material development and communications.
- **Facebook and Instagram.** Lakota can employ the use of Facebook and Instagram to promote the planning process and local engagement opportunities. The website will link to a Facebook page and/or Instagram account, as well as to other City agency websites.

- **Stakeholder Listening Sessions.** Lakota will work with the City of Ottumwa to organize and schedule targeted one-on-one interviews and small group listening sessions to gain insight on key issues and opportunities.
- **Digital Platforms and Formats.** To supplement engagement efforts, Lakota can use a variety of digital platforms to ensure wide-ranging community participation. We are in the digital age and in-person meetings must be supplemented by digital engagement opportunities. Suitable platforms include Miro, Livestream, Facebook Live, Evia and Whova videoconferencing technologies and 76 Engage, Chat Room and Social Pinpoint for surveys, polling and instant chatting functions. Zoom webinars may also be employed as well as other specialized websites that provide extensive digital mapping and other user-friendly interactive features. The City of Ottumwa may have other preferred digital technologies.

Lakota will work with the City to define the online listening session formats and order of proceedings. The format will likely include, in its most straightforward form, a session introduction with Zoom meeting housekeeping items, a brief presentation of the planning process and key issues and planning goals, discussion points and stakeholder feedback time, polling, and break-out sessions by key topics.

Lakota can also prepare pre- or post-meeting questionnaires to focus online meetings on specific preservation issues or to collect additional stakeholder feedback. Lakota personnel will staff and facilitate all online meetings and break-out sessions. As well, firm personnel will prepare and post session recordings and meeting proceedings to the project website.

- **Workshops and Community Meetings.** Lakota can organize smaller-scaled workshops and meetings at schools, festivals, churches, farmers markets, block parties, and historic venues. This ensures the planning process is already reaching out to people where they are already gathering and makes for a more spontaneous, informal conversation.

For on-site meetings, Lakota intends to employ a hybrid format of formal presentations, topic roundtable discussions and interactive exhibits. Such an organization will provide options to attendees who may want to participate in different ways, from listening to a presentation, to discussing specific preservation issues with meeting facilitators, to learning more about local history and preservation through a “go-at-your-own-pace” exhibit series. Such interactive exhibits may include:

- » Mapping exercises to identify places worthy of preservation.
- » Crowdsourced heritage storytelling – who are the people underrepresented in the local heritage narrative?
- » Do-it-yourself budgeting – using piggy banks and imitation dollars, participants will be able to allocate money toward specific preservation priorities, promoting an understanding that achieving certain preservation goals requires establishing priorities with limited resources. So, in what ways should the community spend its preservation dollars?

After a brief presentation, Lakota staff will facilitate roundtable discussions and help guide attendees through the interactive exhibits. Lakota will also distribute a questionnaire at the end of the meeting for additional stakeholder feedback. Lakota personnel will prepare all workshop meeting materials and proceedings. Other meeting formats may include:

- **Walkshops.** In advance of on-site meeting or workshops, Lakota can conduct a “walkshop,” a combination walking tour and community discussion. Walkshop participants identify current issues, opportunities, and barriers while walking the community, providing a preview to types of preservation issues for later discussion during the formal evening meeting.
- **Immersion Field Offices.** Lakota anticipates that most on-site meetings will take place in the evenings. During the day, Lakota can conduct an immersion field office in an existing vacant space or facility, a downtown storefront, or a suitable outdoor space. The field offices serve as a base of operations during visits and allow stakeholders and residents another opportunity to learn about the planning process, provide feedback, and chat with Lakota and project team staff.

Ottumwa Survey/Specialized Surveys. Lakota will prepare a citywide historic preservation survey using SurveyMonkey to gauge and garner opinions regarding key citywide and local preservation issues and opportunities. Lakota can also develop additional surveys to collect data and feedback from specific audiences and disciplines. These surveys will be separate from questionnaires provided during the stakeholder listening sessions.

Plan Production. Any plan needs to be well-written and easy to use and implement. Lakota has helped clients accomplish this objective by preparing a well-illustrated planning document, written in “plain English” that addresses substantive, locally-defined issues and planning strategies effectively. All readers of the document should be able to find answers to their questions.



Project Management and Work Plan

Successful project management requires **oversight and leadership** in executing tasks effectively and efficiently from planning to completion. It also requires a **"long view"** on adjusting the work plan when needed to meet community engagement objectives, address new pathways and opportunities in the planning process, and ensure the plan document itself **addresses key issues** important to the community.

Daily tasks can include managing budgets, resources and relationships to achieve organizational objectives, as well as planning, developing and executing schedules to ensure timely completion of projects

To ensure project continuity, effective communication and management and quality control, Lakota's Associate Principal, Nick Kalogeresis, will serve as the day-to-day project manager for this assignment. To facilitate coordination, Lakota will use web-based communication and word processing tools such as Zoom and Microsoft Teams to conduct meetings with the City, review project progress, exchange ideas and suggestions, develop schedules and review and edit documents. The Lakota Team is open to using other digital communication and project management platforms in use by the City of Ottumwa. Nick will facilitate regular (weekly or bi-weekly) coordination calls with the City of Ottumwa staff to ensure consistent communication and that the process stays on track and meets project milestones. On-site coordination and reporting meetings can also take place during Lakota on-site visits.

Lakota has a full-time accountant/bookkeeper that will oversee all cost and budget control and monthly billing. The Lakota Group has been in continuous operation since 1993 with solid financial performance. As a privately-owned Illinois S-Corporation, Lakota can provide financial records upon request to the client.

Lakota also maintains a management plan for any unforeseen events that may impact the firm's ability to work and meet client needs. First, Lakota preservation planners and personnel have the capability of working off-site in remote locations in case of an unforeseen event that may impact our Chicago-River North offices. Secondly, a data back-up plan is in place to maintain all digital work products and materials. Lakota anticipates producing all work products in digital formats.

In terms of reporting and project monitoring, the Lakota Group will provide monthly written reports up to two pages in length summarizing the status of the planning process, completed deliverables and milestones, upcoming milestones and community engagement activities, obstacles and issues, and progress on draft planning documents.

Work Plan

The planning process for the Ottumwa Historic Preservation Plan will undertake the following project tasks. The process comprises two phases:

- **Phase 1, State of the Community.** This phase involves speaking with a wide range of private sector stakeholders and public agency representatives; to define preservation challenges and opportunities and to develop a comprehensive base line of information for analysis and decision-making. Phase I also includes the creation of preliminary preservation planning policies, crafting a Preservation Philosophy or Vision Statement and initiatives through research, creative thinking, and community engagement, with the overall goal of establishing a shared, compelling vision for local heritage resources.
- **Phase 2, Ottumwa Historic Preservation Plan.** This phase will bring together in a formal plan document the preferred preservation planning goals, policies and recommendations based on the community's vision and consensus for short and long-term preservation goals.



Phase 1 | State of The Community

The first-phase analysis will include a comprehensive review of the following:

- Previous historic resource surveys.
- Previous National Register nominations.
- Historic Preservation Ordinance.
- Previous preservation plans and studies.
- Comprehensive Plan and current and in-production community and neighborhood plans as listed in the RFP.
- Current administrative rules and annual work plan for the Historic Preservation Commission.
- Economic data and development trends.
- Tourism studies.
- Evaluation of current incentive programs and tax credit rehabilitation activity.
- The current process and procedure for applying building project review.
- Other plans and reports.

The first-phase of the planning process will also include focus group and stakeholder listening sessions, City of Ottumwa staff review sessions, document analyses and results of the interview session process.

Task 1.1: Project Start Meeting (Video Call or On-Site Meeting)

A project start meeting will be organized and conducted with the City of Ottumwa planning staff and members of the Plan Subcommittee, to introduce the Lakota Group and discuss:

- Client Planning Mission.
- Potential Historic Context Committee, if needed, to assist Lakota in the identification and development of specific historic contexts that should be considered in the creation of the Ottumwa Historic Preservation Plan.
- Initial Preservation Planning Issues and Challenges.
- Work Plan and Schedule.
- Community Engagement Program.
- Available Data, Resources, and Resource People.

The Work Plan and Schedule will be refined based on input received during the project start meeting. A more specific calendar of meeting dates and work products will be developed along with a list of needed data sources and potential key person interviews during the process.

Key Deliverable: Defined work Plan and Project Schedule

Task 1.2: Information Collection and Analysis

Lakota will collect additional information and data as necessary to conduct analysis of local preservation issues. An additional meeting can be scheduled with a Historic Context Committee to discuss historic context themes and heritage resources to be evaluated as potential landmarks and districts. Lakota will also analyze relevant planning documents, resource inventories, reconnaissance observations, and other materials and information.

Task 1.3: Mapping

Lakota will collect City GIS information, other digital maps, Sanborn maps and aerial photos for use in preparing maps that document existing historic districts and surveyed areas. New maps will be developed documenting potential survey areas, historic districts, and areas of special concern to the community. The maps will be refined as information becomes available during the process.

Task 1.4: Project Branding, Website, and Public Involvement Plan

In consultation with the City of Ottumwa, Lakota will develop a detailed Public Engagement Plan that will outline specific engagement activities, roles and responsibilities, locations and venues, and performance benchmarks. Lakota will also create the project branding, FAQ sheet, website enhancements, and other materials as specified in the RFP Public Involvement Plan.

Key Deliverable: Public Involvement Plan and Project Branding

Task 1.5: Engagement Week: On-Site Project Kick-Off and Community Meetings (Visit #1, 4-5 days)

During Engagement Week Lakota will conduct a kick-off meeting to introduce the project to the community, finalize project plans, tour Ottumwa, and interview key preservation stakeholders. Prior to this meeting the Team will present the project brand and develop roll-out materials. Lakota will also conduct one-on-one interviews with identified stakeholders and small group discussions including representatives from the City of Ottumwa, elected officials, the Historic Preservation Commission, the Planning Commission, preservation advocacy organizations, civic and cultural organizations, business leaders, neighborhood organizations, and others that have potential implementation roles to play. These meetings are meant to gain insight into key critical preservation planning issues, constraints, and opportunities and to identify potential partnerships and resources. Lakota staff will lead each discussion session.

During this on-site tour Lakota will also lead community engagement workshops and pop-up meetings as discussed previously covering key locations to create awareness of the planning process, gather public input, and to discuss preservation issues and opportunities in an informal open house, immersion field office or “speak-out” format. Prior to the workshops, Lakota will develop all collateral materials, update the project website, and work with the City of Ottumwa to prepare workshop announcements and other communication pieces.

Task 1.6: Community Survey

Lakota will prepare an online survey, using many of the exhibits and exercises from the community engagement workshops, to gain additional insight from Ottumwa citizens about current preservation issues, needs, and opportunities.

Task 1.7: Community Input Summary

Lakota will complete a summary of all Phase 1 community engagement results and Community Survey feedback. The

summary will be delivered to the City of Ottumwa for review and posted to the project website.

Key Deliverable: Community Input Summary

Task 1.8: Draft State of the Community Report

Lakota will prepare a State of the Community Report as the program overview that will serve as a summary of the stakeholder listening sessions, the reconnaissance tour/survey, and research and other information analysis.

The report will be organized as follows:

- Preservation Philosophy and Vision Statement
- Benefits of Historic Preservation
- Historic Contexts and Community Architecture
- Existing Landmarks and Districts
- Previous Preservation Planning Documents, Surveys and Documentation Initiatives
- Historic Preservation Programs, Ordinance, Landmarking and Design Review Procedures
- Planning and Zoning-related Processes and Programs
- Incentives and Economic Development Programs
- Other City Departments and Preservation Program Responsibilities
- Current Trends in Historic Preservation.
- Equity, Inclusion, and Empowerment in Preservation.
- Existing Partnerships and Organizational Relationships
- Environmental Sustainability
- Draft Preservation Planning Objectives, Strategies and Concepts

The report document will be delivered in electronic form to the City of Ottumwa. A draft will also be forwarded to the State Historic Preservation Office. Lakota will consult with the City of Ottumwa to review and help develop a more current and comprehensive context statement of the community from early Native American settlement to Mid- 20th Century influences.

Key Deliverable: State of the Community Report

Task 1.9: City of Ottumwa Staff Review Meeting (Video Call)

Lakota will meet with City of Ottumwa staff to review and consider draft revisions prior to the on-site meeting with the Historic Preservation Commission.

Task 1.10: Plan Subcommittee Meeting (Video Call)

Lakota will conduct a meeting with the Plan Subcommittee and City of Ottumwa planning staff to review the Draft State of the Community Report, check planning assumptions, and sharpen historic preservation planning goals and objectives.

Task 1.11: Revised State of the Community Report (Deliverable #3)

Lakota will prepare a revised State of the Community Report based on Historic Preservation Commission and City staff comments. The Revised Report will be prepared and delivered in electronic form. The final version of the Report will be posted to the project website.

Key Deliverable: Revised State of the Community Report



Phase 2

Ottumwa Historic Preservation Plan

During this phase, Lakota, together with City of Ottumwa and community leaders, preservation advocates, property and business owners, and residents, will complete the Ottumwa Historic Preservation Plan and generate a range of implementation actions and programs to help implement the strategies and recommendations presented in the plan document.

Task 2.1: Draft Ottumwa Historic Preservation Plan (Deliverable #4)

Lakota will prepare a Draft Ottumwa Historic Preservation Plan for the City of Ottumwa, the Historic Preservation and Planning and Zoning Commissions, and the community that will include the following chapters:

- Executive Summary
- Introduction
- Ottumwa Historic Preservation Plan
- 10-Year Implementation Program
- Heritage Resources
- City Planning and Program Administration
- The Community Speaks - Community Engagement Synopsis
- Appendices
- Historic Preservation Map and Catalog

Preservation planning implementation strategies presented within the document will focus on the following elements:

- Priority survey areas and future landmarks and historic districts.
- Enhancements to Historic Preservation Commission operations and review procedures, including any needed changes to enabling ordinances and administrative procedures.
- Preservation-based economic development strategies.
- Education, advocacy and outreach strategies including development of new educational materials.
- Strategies for prioritizing equity and inclusion in local preservation planning.
- Downtown and neighborhood revitalization and conservation strategies including the integration of conservation strategies.
- Partnership opportunities with other organizations, agencies and entities.
- Integration of preservation planning policies and initiatives in other comprehensive and district level planning activities.
- Planning strategies to mitigate threats and development pressures to historic resources.
- Urban design and placemaking strategies
- Sustainability strategies.

Key Deliverables: Draft Plan and Community Involvement Summary

Task 2.2: City of Ottumwa Staff Review Meeting (Video Call)

Lakota will conduct a meeting with the City of Ottumwa staff to review the Draft Ottumwa Historic Preservation Plan and consider revisions prior to the on-site meeting with the Committee, the Planning and Zoning and Historic Preservation Commissions, and other stakeholders. Following the meeting, the revised draft version of the Draft Plan will be posted to the project website.

Task 2.3: Plan Subcommittee and Community Workshops (Visit #2, 3 days)

Lakota will conduct two to three additional workshops in the community to review and discuss the Draft Ottumwa Historic Preservation Plan and its implementation strategies. The community workshops provide an additional opportunity to collect citizen input and are organized as a series of topic-themed stations that describe elements of the Draft Plan and encourage public input and comment. There will be a workshop session with the Project Plan Subcommittee.

Task 2.4: Community Survey

Lakota will prepare an online survey to gain public feedback from citizens about the Draft Ottumwa Historic Preservation Plan.

Task 2.5: Revised Ottumwa Historic Preservation Plan (Deliverable #5)

Lakota will prepare a revised Ottumwa Historic Preservation Plan document and Community Involvement Summary incorporating results from the final community workshops, community survey, and additional recommendations on implementation actions. The Revised Plan will be prepared and delivered in both booklet and electronic form and posted to the project website.

Key Deliverables: Revised Plan and Community Involvement Summary

Task 2.6: Presentation to the Historic Preservation Commission and/or Planning and Zoning Commissions (Visit #3)

Lakota will present the Final Ottumwa Historic Preservation Plan to the Historic Preservation and/or Planning and Zoning Commissions. Lakota will make any changes and revisions to the documents based on Commission comments.

Task 2.7: Presentation to the City Council (Visit #4)

Lakota will attend the City Council meeting to present and discuss the final Ottumwa Historic Preservation Plan and associated recommendations.

Project Timeline



PHASE #1
AUGUST 2023 - DECEMBER 2023



PHASE #2
JANUARY 2024 - APRIL 2024



References

Additional references can be furnished upon request. The Lakota Group and all members of the Project Team listed within this proposal are available for this project and are committed to completing this project in accordance with the project timeline described in the proposal.

Bloomington Community Preservation Plan

(Bloomington, Illinois)

Kimberly Smith, Community Development Services Director
City of Urbana, Illinois
(217) 328-8262
klsmith@urbanaindinois.us

Enos Park Neighborhood Master Plan and Conservation District Design Guidelines

(Springfield, Illinois)

Michelle Ownbey, President
Enos Park Neighborhood Improvement Association
(217) 553-4629
mownbey@illinoistimes.com

Anaconda-Deer Lodge County Historic Preservation Plan and Guidelines

(Anaconda, Montana)

Adam Vauthier, Executive Director
Anaconda Local Development Corporation
adam@discoveranaconda.com

Sandpoint Arts, Culture, and Historic Preservation Plan

(Sandpoint, Idaho)

Jennifer Stapleton, City Administrator
City of Sandpoint, Idaho
(208) 265-1483

Phase III Courthouse Square Survey

Belvidere 10-Year Historic Preservation Plan

(Belvidere, Illinois)

Gina Del Rose, Community Development Planner
City of Belvidere, Illinois
(815) 547-7177
gdelrose@ci.belvidere.il.us



OTTAWA HIGH SCHOOL

OTTAWA
HIGH SCHOOL
1000 N
CONFERENCE
BOCAL SHOW

Cost Proposal

The Lakota Group will work closely with the City of Ottumwa to refine the project scope, schedule and deliverables. Our firm has the resources, experience, and expertise to conduct a preservation assignment of this scope.

Professional Fees and Expenses

Professional fees and reimbursable expenses for this assignment are estimated as follows (please see spreadsheet on following page):

Phase 1:	\$20,960
Phase 2:	\$20,240
Travel and Expenses:	\$4,500
Total Budget	\$45,700

Fee estimates are negotiable and can be adjusted based on clarifications or changes to the work scope made by the City of Ottumwa. The fee estimate includes all phases including engagement, travel, and final report production as outlined in this RFQ response. If requested by the City, Lakota will provide fee estimates for additional tasks. Any additional services requested of the Lakota Group will be billed on an hourly rate basis according to the firms current hourly rates:

Lakota Hourly Rates

Associate Principal:	\$180.00
Senior Associate:	\$120.00

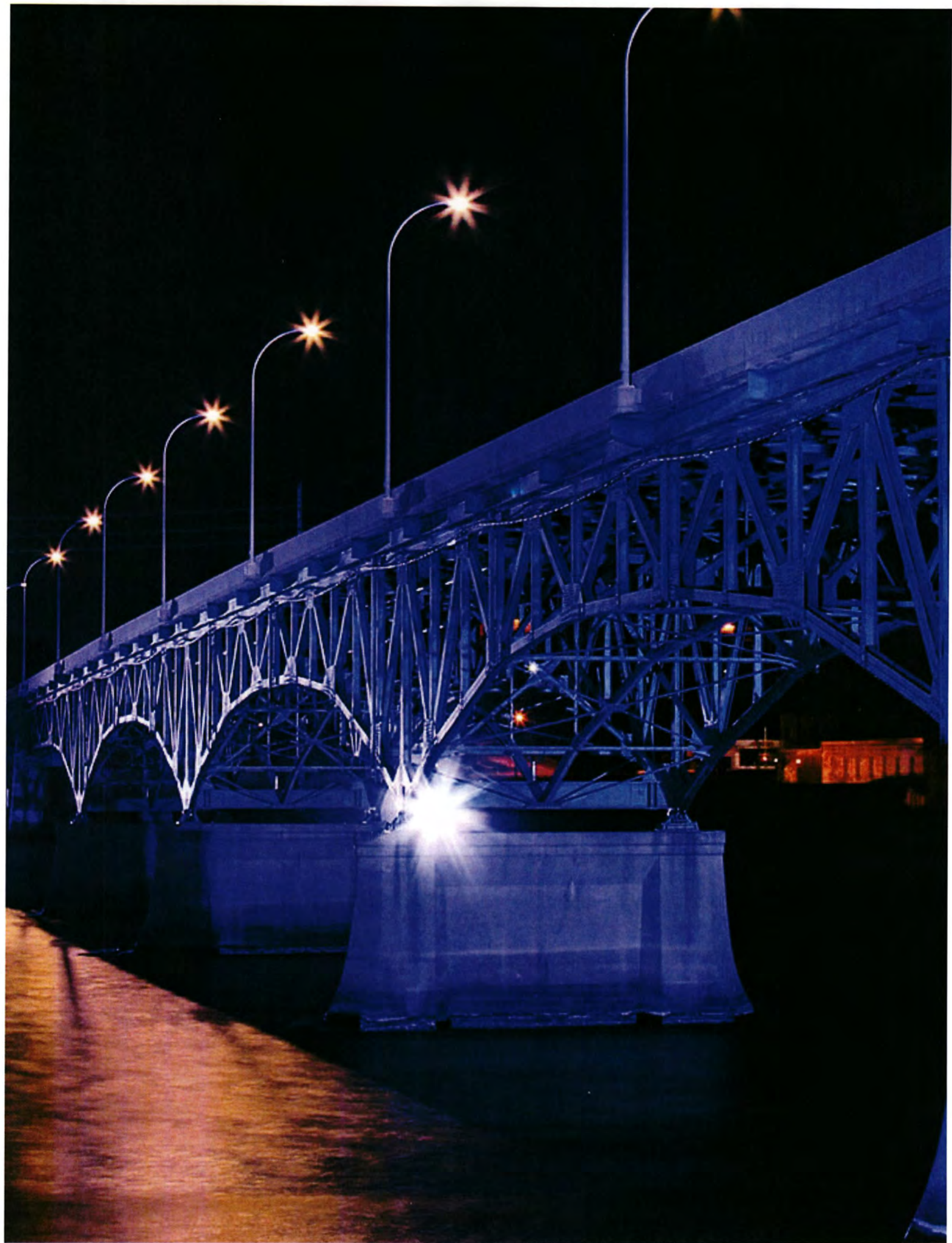
No additional fees will be charged without the prior written consent of the City of Ottumwa.

Deliverables

Lakota will provide all deliverables and materials in PDF, InDesign, GIS and Word formats as requested by the City of Ottumwa.

References

Additional references can be furnished upon request.



**THE
LAKOTA ALLIES
GROUP.IN
PLACE**

THANK YOU!

received
7.5.23 245p

2023 JUL 11 10 58 AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 11, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 117-2023 - A RESOLUTION APPROVING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDERS 9, 10 AND 11

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 117-2023.

DISCUSSION: These change orders are for the nearly-complete CDBG North Market Facades project. These change orders allow for installation of brick veneer and painting of window trim at 114-118 N Market as well as an extension of the project deadline to July 14.

The new contract sum is \$302,538.47. The City' share of that cost is still below what was budgeted for the project.

Source of Funds: CIP -- Facade Program

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 117-2023

A RESOLUTION APPROVING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDERS 9, 10 AND 11

WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30th, 2022; and

WHEREAS, Change Order #9 provides for laying brick veneer and includes a credit from a previous Change Order; and

WHEREAS, Project Change Order #9 is Change Order #6 for 114-118 N Market; and

WHEREAS, Change Order #10 provides for an additional 44 days to complete the North Market Facade Project extending the completion date to July 14, 2023; and

WHEREAS, Change Order #11 provides for painting window trim; and

WHEREAS, Project Change Order #9 is Change Order #7 for 114-118 N Market; and

WHEREAS, Change Order #9 and Change Order #11 increase the contract sum in the amount of \$6,062.64; and


WHEREAS, the City's share of the project cost is still below the budgeted sum; and

WHEREAS, the new contract sum including the change order will be \$302,538.47;

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

That Change Orders #9, #10 and #11 for this project are hereby approved.

PASSED AND APPROVED this 11th day of July, 2023.


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard
City Clerk

Change Order 114-118 CO#06

North Market Facades

Date : 4/19/2023

Distribution List:

Owner x
Architect x
Contractor x
Field _____
Other _____

Contractor : Christner Contracting Inc.
Architect : Curtis Architecture & Design

Architect's Project Number : 2117
Contract Date: June 30th, 2021

The Contract is Changed As Follows :

Address: 114-118 North Market

We are pleased to offer the following specifications and pricing to make the following changes:
Change order request for laying new brick veneer. This change request includes credit for CR-04 cornice repair.

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by
previously authorized Change Orders \$ 297,675.28

The (contract sum) will be (increased) ~~(decreased)~~
~~(unchanged by using contingency funds under this~~
~~—facade)~~ by this Change Order in the amount of \$4,863.19

The new contract sum including this change order will be \$ 302,538.47

The contract time will be ~~(increased)~~ ~~(decreased)~~
(unchanged) by Days: --

The date of substantial completion as of the date of this
change order therefore is ~~(increased)~~ ~~(decreased)~~
(Unchanged) Date 05-31-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

Christner Contracting Inc.
17587 US-34
Ottumwa, IA 52501

City of Ottumwa
105 3rd St. E,
Ottumwa, IA 52501

Signature
Rodney L. Curtis
Date: _____

Signature
CCI
Date: _____

Signature
Ottumwa
Date: _____

Change Order CO#010

North Market Facades

Date : 6/01/2023

Distribution List:

Owner _____
Architect _____
Contractor _____
Field _____
Other _____

Contractor : Christner Contracting Inc.
Architect : Curtis Architecture & Design

Architect's Project Number : 2117
Contract Date: June 30th, 2021

The Contract is Changed As Follows :

CCI Group requests to extend 44 days from the North Market Facades, Ottumwa substantial completion date, May 31st, 2023. The new substantial completion date would be July 14th, 2023, if approved.

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by
previously authorized Change Orders \$ 302,538.47

The (contract sum) will be ~~(increased)~~ ~~(decreased)~~
(unchanged) \$0.00

The new contract sum including this change order will be \$ 302,538.47

The contract time will be ~~(increased)~~ ~~(decreased)~~
~~(unchanged)~~— by Days: 44

The date of substantial completion as of the date of this
change order therefore is ~~(increased)~~ ~~(decreased)~~
~~(Unchanged)~~— Date 07-14-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

Christner Contracting Inc.
17587 US-34
Ottumwa, IA 52501

City of Ottumwa
105 3rd St. E,
Ottumwa, IA 52501

Signature
Rodney L. Curtis
Date: _____

Signature
CCI
Date: _____

Signature
Ottumwa
Date: _____

Change Order 114-118 CO#07

North Market Facades

Date : 6/13/2023

Distribution List:

Owner _____
Architect _____
Contractor _____
Field _____
Other _____

Contractor : Christner Contracting Inc.
Architect : Curtis Architecture & Design

Architect's Project Number : 2117
Contract Date: June 30th, 2021

The Contract is Changed As Follows :

Address: 114-118 North Market

We are pleased to offer the following specifications and pricing to make the following changes:
Change order request for painting windows.

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by
previously authorized Change Orders \$ 302,538.47

The (contract sum) will be (increased) (~~decreased~~)
(~~unchanged by using contingency funds under this~~
~~—facade~~) by this Change Order in the amount of \$1,199.45

The new contract sum including this change order will be \$ 303,737.92

The contract time will be (~~increased~~) (~~decreased~~)
(unchanged) by Days: --

The date of substantial completion as of the date of this
change order therefore is (~~increased~~) (~~decreased~~)
(Unchanged) Date 07-14-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

Christner Contracting Inc.
17587 US-34
Ottumwa, IA 52501

City of Ottumwa
105 3rd St. E,
Ottumwa, IA 52501

Signature
Rodney L. Curtis
Date: _____

Signature
CCI
Date: _____

Signature
Ottumwa
Date: _____



CITY OF
OTTUMWA

Citizen Input Request Form

7-11-23
Council Meeting Date

Name: Tom LAZIO

Address: 2301 N. Court

Item No. to Address: 'J'

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.

Concerns about the Council/Mayor—June 20th, 2023

Here tonight to raise some concerns about the Council's and Mayor's role and performance.

- A. Attendance—never before have we had to cancel a Council meeting due to a “lack of a quorum”. You have a duty to inform the public when you can't be present for a meeting. You were elected to represent the public and they need to know why you can't be there.
- B. You have a duty to ask question and make sure that the administration is doing its job and assuring the citizens of the city that it is being well run, efficiently, effectively, and professionally and cost effectively.

The recent personnel action, to place the Director of Public Works on administrative leave is a complete lack of leadership and integrity by both the Council and administration, by Not even mentioning it at the regular council meeting. While we don't know or even need to know all the details (some might be confidential) the email sent to Department Heads opened the flood gates of gossip and speculation amongst the staff and citizens of the city. The way this was handled certainly raises questions about the judgement and professionalism of the staff.

I am not here to defend or protect PW Director Seals. He can speak for himself. But when the administration makes a change

in one of the most important departments in the city which also has the largest number of employees and the largest budget, the citizens should have been given some information about what was happening and what the plan was to deal with this situation.

You talk a good story about Core Values-TACO- but you didn't live up to your values. As I read the TACO values, Teamwork, Accountability, Continuous Improvement, Open Communication, you didn't follow your own values and if anything-you instilled a fear and negative reaction to the administrator and HR director by their actions. The way this long termed and valuable employee was handled raises concerns about the administration and the Council's oversight of staff. The optics of a longtime employee being "escorted out" of city hall by the police, plants the seeds of fear and power that need to be examined. Even if this description isn't accurate it could have been handled better!

What is the plan – administrative leave or be fired- who will replace the Director? His knowledge of the city projects and its budgets along with the long-term goals for the city will be lost.

This change, if necessary, should have been brought to the Council for their input. This change will cost the city thousands of dollars and lost revenues, lost time, and uncompleted projects. A change of this magnitude will weaken the credibility of the city to work with contractors, and other governmental entities and vendors.

Most importantly, it raises the question of why should I want to work for the City? If they treat a long-term employee this way, what about me? Who's next to go? It raises the lack of trust in HR department and the negative morale factor that it causes all employees. Yes, some people will say he need to go. But there should have been a corrective action plan or a succession plan in place if this was the administrator's desire. Is it not safe to raise questions of the administration especially about goals and budgets?

While the Council delegates the day-to-day operation of the city to the Administrator, you ultimately have the final say about all city business! You didn't do your job by not questioning the administration about this major change in city operation.

Don't hide behind the statement that all personnel matters are confidential. How about an open discussion of why and how this action will help the city move forward. We are being watched by other groups and this past action makes Ottumwa look really bad! You all need to step up and fulfill your duty as an informed and active council that is helping the City to advance.

With all the "street talk" about the Fire Dept. what is your plan to deal with this issue? How will it be handled?

Tom Lazio, Former Mayor, July 11, 2023