



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 19  
Bridge View Center, 102 Church St.

May 21, 2024  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Bossou, Galloway, Hoffman, McAntire, Caviness and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 18 on May 7, 2024 as presented.
  2. Acknowledge and approve May 21, 2024 Claims List as submitted by the Finance Department.
  3. Approve repair to the Finley Storm Pump #1 in the amount of \$13,675.60 for WPCF.
  4. Resolution No. 122-2024, approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center, term to end on May 14, 2025.
  5. Cigarette Permit Applications for: Elliott Oil Company – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court St.), Pennsylvania & Jefferson 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 St.), Fareway Stores #648 (1325 Albia Rd.), Smokin Hot, LLC (2604 N. Court, Suite A), Hy-Vee #2 Fast & Fresh (2547 N. Court), Hy-Vee Drugstore (1140 N. Jefferson St.), 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.), Murphy USA #6945 (1939 Venture Drive); MAD Ave. Quik Shop (405 S. Madison Ave.); Pink Clouds Smoke Shop (313 N. Madison Ave.).
  6. Beer and/or liquor applications for: Front Runners with outdoor service area, 837 Church St.; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green St.; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, 328 E. Main St.; Champion Bowl, 2601 Roemer Ave.; Reds Pub LLC, 618 Church Street; Temporary Outdoor Service Area on 6/21/2024.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the authorization of a Loan Agreement and issuance of Notes not to exceed \$350,000 to evidence the obligation of the City thereunder.

- A. Open the public hearing.
- B. Close the public hearing.

- C. Resolution No. 120-2024, instituting proceedings to take additional action for the issuance of Not to Exceed \$350,000 General Obligation Urban Renewal Capital Loan Notes.

RECOMMENDATION: Pass and adopt Resolution No. 120-2024.

2. This is the time, place and date set for a public hearing on the disposition of City owned property located at 535 Elma to Alma Perez.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 123-2024, accepting the bid and approving the disposal of 535 Elma to Alma Perez for the sum of \$8,777.77.

RECOMMENDATION: Pass and adopt Resolution No. 123-2024.

3. This is the time, place and date set for a public hearing on the disposition of City owned property located at 508 S. Moore to Manny Martinez.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 124-2024, accepting the bid and approving the disposal of 508 S. Moore, Ottumwa, Iowa to Manny Martinez for the sum of \$7,300.

RECOMMENDATION: Pass and adopt Resolution No. 124-2024.

4. This is the time, place and date set for a public hearing on the proposal to convey interests in real property to Twentyone Properties, LLC, pursuant to a proposed Purchase and Development Agreement.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 127-2024, approving and authorizing the conveyance of certain real property to Twentyone Properties, LLC and approving and authorizing execution of a related Purchase and Development Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 127-2024.

#### G. ORDINANCES:

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

1. Approve grant application to the Bureau of Justice Assistance to participate in the 2024 Bulletproof Vest Partnership Program, and authorize the Mayor or Chief of Police to sign any related documents as may be required.

RECOMMENDATION: Approve submission of the grant application and authorize the Mayor or Chief of Police to sign any related documents as may be required.

#### I. RESOLUTIONS:

1. Resolution No. 117-2024, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 117-2024.

2. Resolution No. 118-2024, approving updates to the Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 118-2024.

3. Resolution No. 121-2024, designating depositories for City Monies and City Funds not to exceed the sums indicated per financial institution.

RECOMMENDATION: Pass and adopt Resolution No. 121-2024.

4. Resolution No. 125-2024, resolution rescinding Resolution No. 115-2024.

RECOMMENDATION: Pass and adopt Resolution No. 125-2024.

5. Resolution No. 126-2024, resolution in support of a Workforce Housing Development Project by Twentyone Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 126-2024.

6. Resolution No. 128-2024, approving a Memorandum of Understanding to Modify the Tentative Agreement Related to Collective Bargaining.

RECOMMENDATION: Pass and adopt Resolution No. 128-2024.

#### J. PUBLIC FORUM:

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

#### K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

#### ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 5/17/2024 TIME: 9:30 AM NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #19 to be held on 5/21/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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FAX MULTI TX REPORT  
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DEPT. ID 4717  
PGS. 4

TX INCOMPLETE -----  
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KTVO  
Ottumwa Waterworks  
Ottumwa Courier  
Tom FM



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JOB NO. 4844  
DEPT. ID 4717  
ST. TIME 05/17 09:38  
SHEETS 4  
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REGULAR MEETING NO. 18  
Bridge View Center, 102 Church St.

May 7, 2024  
5:30 O'Clock P.M.

The meeting was called to order at 6:05 P.M.

Present were Council Member McAntire, Caviness, Bossou, Galloway, Hoffman and Mayor Johnson.

Caviness moved, seconded by Hoffman to approve consent agenda items: Mins. from Regular Mtg. No. 15 on April 16, 2024, Special Mtg. No. 16 on April 23, 2024 and Special Mtg. No. 17 on April 29, 2024 as presented; Ack. and approve May 7, 2024 Claims List submitted by Finance; Recommend appointment of Kate Bagby to Historic Preservation Comm., term to exp. 1/1/2026, due to a vacancy; Historic Preservation Month Proclamation; Canvasser & Solicitors App. for American Legion Aux. to collect donations for poppy week for veterans on 5/20-5/27/2024; Canvasser & Solicitors App. for Dempsey's Roofing & Solar to distribute door hangers throughout all residential areas in Ottumwa from April to July 28, 2024; Purchase Land Pride Mower from Greiner Implement (\$20,627) for Airport; Purchase Farmall 55C 4X4 Tractor from Greiner Implement (\$39,433) for Airport; Purchase Single Camera Video Detection System from Traffic and Transportation Products, Limited (TATPL) for \$24,500; Res. No. 111 -2024 – Approving and auth. Settlement and Release Agt. between the City and Wash King, Inc.; Beer and/or liquor applications for: Walgreens, 327 W. Fourth; Owl's Nest, LLC, 116 S. Court; Parkview Plaza (Hotel Ottumwa), 107 E. Second and special Class C five day temp. OSA for Pride Event on June 1, 2024 at Central Park; special Class C five day temp OSA on the following dates for South Ottumwa Savings Bank Live After Five in Central Park during July (7/5/2024, 7/12/2024, 7/19/2024, 7/26/2024); Ottumwa Elks Lodge 347, temp. OSA 6/18-6/23/2024 at Jimmy Jones Shelter; all applications pending final inspections. All ayes.

Caviness moved, seconded by Hoffman to approve agenda as presented. All ayes.

Mayor Johnson presented Professional Municipal Clerks Week (5/5-5/11/24) Proclamation.

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 FY24 Budget Amendment. Fin. Dir. O'Donnell presented. No objections rec'd. Caviness moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 106-2024, approve FY24 Budget Amendment No. 1, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on adoption of Amendment No. 1 to the Amended and Restated Ottumwa URP for the Ottumwa URA. Comm. Dev. Dir. Simonson reported. No objections rec'd. Caviness moved, seconded by Bossou to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 112-2024, adopting proposed Amendment No. 1 to Amended and Restated Ottumwa URP for the Ottumwa URA, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on Proposal to convey 119 W. Fifth St. to John and Noma Woudenberg. Simonson reported. No objections rec'd. Caviness moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Galloway that Res. No. 113-2024, auth. conveyance of property at 119 W. Fifth St., to John and Noma Woudenberg for \$15,000, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposed Amendment No. 9 to West Gate Economic Development URP. Simonson reported. No objections rec'd. Caviness moved, seconded by Galloway to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 114-2024, determining an area of the City to be an economic development and blighted area, and the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 9 to the West Gate Economic Development URP, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway to pass third consideration and adopt Ord. No. 3221-2024, an Ord. to re-establish and continue SSMID District pursuant to Provisions of IA Code Ch. 386, and Providing for continuation of certain funds and the levy of annual taxes in connection therewith. All ayes.

Galloway moved, seconded by McAntire to review proposed capital projects funded through GO Capital Bonds and approve list as presented. O'Donnell reported, we have the capacity to bond for all projects listed leaving us around 54% bonding capacity. All ayes.

McAntire moved, seconded by Galloway to authorize Bldg. & Code Enforcement Dept. to use contracted clean-up crew from J&J Mowing to complete nuisance abatement clean-up at Turkey Island. All ayes.

Caviness moved, seconded by Hoffman to authorize City staff to solicit RFP's for janitorial services at the Law Center. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 103-2024, approving and auth. Mayor to sign MOU regarding Accrual Reset Dates between the City and Teamsters Local No. 238 for the Police Dept., be passed and adopted. All ayes.

McAntire moved, seconded by Caviness that Res. No. 104-2024, approving Change Order No. 1 & accepting work as final and complete and approving final pay req. for 2021 Catch Basin Replacement Program, be passed and adopted. PW Dir. Burgmeier reported CO#1 decreases contract \$2,776.70; new contract amt. \$51,253.30. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 105-2024, approving Change Order No. 1 & accepting work as final and complete and approving final pay req. for 2022 Catch Basin Replacement Program, be passed and adopted. Burgmeier reported CO#1 increases contract \$2,912.50; new contract sum \$58,100. All ayes.

Caviness moved, seconded by McAntire that Res. No. 107-2024, Fixing May 21, 2024 at 5:30 P.M. as date for Public Hearing on Proposed Auth. of a Loan Agt. and Issuance of Not to Exceed \$350,000 General Obl. Urban Renewal Capital Loan Notes (ECP/UR), be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 108-2024, auth. purchase of Plan-It Capital Improvement Plan Financial Software for \$10,000, be passed and adopted. All ayes.



Caviness moved, seconded by Galloway that Res. No. 109-2024, auth. all third quarter (as of March 31, 2024) transfers for FY24 as presented by Finance, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 110-2024, auth. Inter-Fund Loan from General Fund to Golf Course Fund in the amt. \$74,245.50 for Golf Course Termination Pymt., be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 115-2024, support for Workforce Housing Development Project by Bloomfield Acres, LLC, be passed and adopted. Simonson reported; this will help fill vacant lots. Carrie Kading Ramsey with Kading Properties also presented. All ayes.

Caviness moved, seconded by Bossou that Res. No. 116-2024, fixing May 21, 2024, at 5:30 P.M. as date for public hearing on proposal to convey interests in real property to Bloomfield Acres, LLC, be passed and adopted. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Tim Wright, 346 N. Marion, discussed his frustrations with the Bldg. & Code Enforcement Dept.

There being no further business, Caviness moved, seconded by Hoffman to adjourn. All ayes.

Adjournment was at 7:45 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 5/18/2024.

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00166106419	TECHNOLOGY SERVICES	VR 24052206-001	04/15/2024	-	J&S7557	126.45
CHECK TOTAL FOR CHECK NUMBER 220811 DATED 05/22/2024 WRITTEN TO 00323 ACCESS SYSTEMS for the amount of							126.45
01860	86066656490	OTHER PROF SERV	VR 24052206-002	05/10/2024	-	ADMIN FEE 5/24	196.20
CHECK TOTAL FOR CHECK NUMBER 220812 DATED 05/22/2024 WRITTEN TO 00679 ADVANTAGE ADMINISTRATORS for the amount of							196.20
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052204-022	05/03/2024	-	1998588	-106.50
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052204-021	04/25/2024	-	1998588	144.84
CHECK TOTAL FOR CHECK NUMBER 220813 DATED 05/22/2024 WRITTEN TO 00855 AIRGAS USA LLC for the amount of							38.34
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052204-019	04/29/2024	-	604779	278.88
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052204-020	04/29/2024	-	604779	5075.21
CHECK TOTAL FOR CHECK NUMBER 220814 DATED 05/22/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							5354.09
01001	00144306503	MERCHANDISE - RESALE	VR 24052204-025	05/10/2024	-	11969180	146.20
01001	00144306503	MERCHANDISE - RESALE	VR 24052204-026	05/10/2024	-	11969180	-51.44
CHECK TOTAL FOR CHECK NUMBER 220815 DATED 05/22/2024 WRITTEN TO 02592 AMERICAN BOTTLING COMPANY for the amount of							94.76
01001	00122606210	DOES & MEMBERSHIPS	VR 24052208-048	04/09/2024	-	BURGMEIER	795.00
CHECK TOTAL FOR CHECK NUMBER 220816 DATED 05/22/2024 WRITTEN TO 04995 APWA for the amount of							795.00
01610	61088156507	OPERATING SUPPLIES	VR 24052202-001	05/08/2024	-	REIMBURSE	95.00
CHECK TOTAL FOR CHECK NUMBER 220817 DATED 05/22/2024 WRITTEN TO 05586 MIKE ASHLOCK for the amount of							95.00
01001	00144306507	OPERATING SUPPLIES	VR 24052202-002	04/16/2024	-	120982	800.00
CHECK TOTAL FOR CHECK NUMBER 220818 DATED 05/22/2024 WRITTEN TO 05700 ATOMIC TERMITE & PEST for the amount of							800.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-003	04/09/2024	-	000248088	84.99
CHECK TOTAL FOR CHECK NUMBER 220819 DATED 05/22/2024 WRITTEN TO 05860 AUTOZONE INC for the amount of							84.99
01135	13544506333	VHCL-FUEL	VR 24052202-004	05/04/2024	-	5960008323	629.86
CHECK TOTAL FOR CHECK NUMBER 220820 DATED 05/22/2024 WRITTEN TO 06003 BP for the amount of							629.86
01001	00144306496	REFUNDS	VR 24052202-005	05/13/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 220821 DATED 05/22/2024 WRITTEN TO 06370 MARTIN BAHENA for the amount of							50.00
01110	11022406531	STREET MAINT SUPPLIES	VR 24052202-006	05/03/2024	-	IA2501	117.88

Item No. B.-2.

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220822 DATED 05/22/2024 WRITTEN TO 07005 BARCO PRODUCTS COMPANY for the amount of							117.88
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052202-007	04/25/2024	-	133040	50.00
CHECK TOTAL FOR CHECK NUMBER 220823 DATED 05/22/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of							50.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-008	05/07/2024	-	#29	58.50
CHECK TOTAL FOR CHECK NUMBER 220824 DATED 05/22/2024 WRITTEN TO 09360 BLACK'S TIRE COMPANY LLC for the amount of							58.50
01001	00111106372	SANITATION	VR 24052207-037	04/30/2024	-	0016054	90.00
01001	00111506372	SANITATION	VR 24052207-038	04/30/2024	-	0016054	90.00
01001	00144306372	SANITATION	VR 24052207-039	04/30/2024	-	0016054	90.00
01001	00166506372	SANITATION	VR 24052207-040	04/30/2024	-	0016054	90.00
01110	11022976372	SANITATION	VR 24052207-041	04/30/2024	-	0016054	90.00
01131	13122806372	SANITATION	VR 24052207-042	04/30/2024	-	0016054	90.00
01133	13344106372	SANITATION	VR 24052207-043	04/30/2024	-	0016054	90.00
01610	61088156372	SANITATION	VR 24052207-044	04/30/2024	-	0016054	90.00
01001	00144456372	SANITATION	VR 24052207-045	04/30/2024	-	0016054	100.00
01001	00144306372	SANITATION	VR 24052207-046	04/30/2024	-	0016054	963.00
CHECK TOTAL FOR CHECK NUMBER 220825 DATED 05/22/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							1783.00
01001	00111506599	OTHER SUPPLIES	VR 24052202-009	04/29/2024	-	00000045	195.51
CHECK TOTAL FOR CHECK NUMBER 220826 DATED 05/22/2024 WRITTEN TO 11508 BRIDGEVIEW CENTER for the amount of							195.51
01001	00144306480	TREE TRIMMING	VR 24052202-014	04/29/2024	-	CAMPGROUND	100.00
01110	11022756480	TREE TRIMMING	VR 24052202-015	04/29/2024	-	BIRCHWOOD HTS	250.00
01110	11022756480	TREE TRIMMING	VR 24052202-016	05/06/2024	-	115 S FOSTER	800.00
01110	11022756480	TREE TRIMMING	VR 24052202-013	05/07/2024	-	168 DAVIS ST	150.00
01110	11022756480	TREE TRIMMING	VR 24052202-011	05/08/2024	-	115 FOSTER	1050.00
01110	11022756480	TREE TRIMMING	VR 24052202-012	05/09/2024	-	1119 RICHMOND	150.00
01110	11022756480	TREE TRIMMING	VR 24052202-017	05/09/2024	-	524 APPANOOSE	350.00
01001	00144456320	GROUNDS MAINT & REPAIR	VR 24052202-010	05/10/2024	-	BEACH	250.00
CHECK TOTAL FOR CHECK NUMBER 220827 DATED 05/22/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							3100.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-021	04/25/2024	-	359280	2.38
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-014	04/03/2024	-	359280	20.06
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-015	04/03/2024	-	359280	909.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-016	04/04/2024	-	359280	1141.60
01131	13122806331	VHCL MTCE SUPPLIES	VR 24052203-017	04/04/2024	-	359280	4.72
01131	13122806331	VHCL MTCE SUPPLIES	VR 24052203-019	04/16/2024	-	359280	27.28
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-020	04/19/2024	-	359280	404.00
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052203-018	04/11/2024	-	359280	344.45
CHECK TOTAL FOR CHECK NUMBER 220828 DATED 05/22/2024 WRITTEN TO 13577 CNH INDUSTRIAL ACCOUNTS for the amount of							2853.49
01001	00144306496	REFUNDS	VR 24052202-018	05/06/2024	-	DAMAGE DEPOSIT	50.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220829 DATED 05/22/2024 WRITTEN TO 14108 JESSICA CAMPBELL for the amount of							50.00
01670	67088406531	STREET MAINT SUPPLIES	VR 24052202-019	03/26/2024	-	TICKET 2010374	6233.83
01110	11022106531	STREET MAINT SUPPLIES	VR 24052202-022	05/03/2024	-	TICKET 2011254	1196.49
01670	67088406531	STREET MAINT SUPPLIES	VR 24052202-020	05/03/2024	-	TICKET 2011261	7658.69
01670	67088406531	STREET MAINT SUPPLIES	VR 24052202-021	05/08/2024	-	TICKET 2011402	2779.33
CHECK TOTAL FOR CHECK NUMBER 220830 DATED 05/22/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of							17868.34
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-001	04/01/2024	-	6836017	15.86
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-002	04/02/2024	-	6836017	14.01
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-003	04/04/2024	-	6836017	50.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-004	04/04/2024	-	6836017	-188.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-005	04/08/2024	-	6836017	259.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-006	04/09/2024	-	6836017	89.59
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-007	04/10/2024	-	6836017	4.58
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-008	04/10/2024	-	6836017	22.10
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-009	04/10/2024	-	6836017	11.70
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-010	04/11/2024	-	6836017	57.49
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-011	04/15/2024	-	6836017	259.52
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-012	04/17/2024	-	6836017	339.95
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-013	04/19/2024	-	6836017	16.65
CHECK TOTAL FOR CHECK NUMBER 220831 DATED 05/22/2024 WRITTEN TO 15000 CARQUEST AUTO for the amount of							953.19
01110	11022986599	OTHER SUPPLIES	VR 24052202-023	05/08/2024	-	ITEM 21203	142.60
CHECK TOTAL FOR CHECK NUMBER 220832 DATED 05/22/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							142.60
01610	61088156373	TELEPHONE/IT	VR 24052202-026	05/07/2024	-	333599603	72.00
01610	61088156373	TELEPHONE/IT	VR 24052202-024	05/07/2024	-	333775669	83.00
01610	61088156373	TELEPHONE/IT	VR 24052202-025	05/07/2024	-	333773144	72.00
01001	00166306373	Telephone/IT	VR 24052204-023	05/07/2024	-	641 684 4499 731	1992.96
CHECK TOTAL FOR CHECK NUMBER 220833 DATED 05/22/2024 WRITTEN TO 16402 CENTURYLINK for the amount of							2219.96
01001	00111906496	REFUNDS	VR 24052204-024	05/10/2024	-	REFUND-DOG TAG	15.00
CHECK TOTAL FOR CHECK NUMBER 220834 DATED 05/22/2024 WRITTEN TO 16428 MICHELLE CHAPMAN for the amount of							15.00
01001	00144306496	REFUNDS	VR 24052202-027	05/06/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 220835 DATED 05/22/2024 WRITTEN TO 21409 CRYSTAL COURTNEY for the amount of							100.00
01670	67088406532	SUSTENANCE SUPPLIES	VR 24052202-028	04/25/2024	-	CLOTHING ALLOWANCE	80.62
CHECK TOTAL FOR CHECK NUMBER 220836 DATED 05/22/2024 WRITTEN TO 21830 LORI CREECH for the amount of							80.62
01610	61088216499	CONTRACTUAL SERVICES	VR 24052204-027	05/13/2024	-	SANITARY UTILITY	27702.47
01610	61088216499	CONTRACTUAL SERVICES	VR 24052204-028	05/13/2024	-	SANITARY UTILITY	19693.91

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220837 DATED 05/22/2024 WRITTEN TO 22457 DC CONCRETE & CONST. LLC for the amount of							47396.38
01610	61088266780	UTILITY SYSTEMS	VR 24052206-003	04/30/2024	-	CATCH BASIN	8510.00
01610	61088266780	UTILITY SYSTEMS	VR 24052206-004	05/01/2024	-	CATCH BASIN	4936.53
CHECK TOTAL FOR CHECK NUMBER 220838 DATED 05/22/2024 WRITTEN TO 22457A DC CONCRETE & CONSTRUCTIOfor the amount of							13446.53
01610	61088156230	TRAINING	VR 24052202-029	04/29/2024	-	900998046	140.00
CHECK TOTAL FOR CHECK NUMBER 220839 DATED 05/22/2024 WRITTEN TO 22473 DMACC for the amount of							140.00
01137	13711556496	REFUND	VR 24052206-005	05/16/2024	-	Q3 SIRG	1935.87
CHECK TOTAL FOR CHECK NUMBER 220840 DATED 05/22/2024 WRITTEN TO 23051 DAVIS COUNTY AUDITOR for the amount of							1935.87
01610	61088156507	OPERATING SUPPLIES	VR 24052202-031	05/07/2024	-	6830641	792.15
CHECK TOTAL FOR CHECK NUMBER 220841 DATED 05/22/2024 WRITTEN TO 27005 ELECTRIC PUMP, INC. for the amount of							792.15
01610	61088156507	OPERATING SUPPLIES	VR 24052202-033	04/26/2024	-	210048	1710.63
01110	11022426531	STREET MAINT SUPPLIES	VR 24052202-030	05/01/2024	-	210048	319.14
01110	11022426531	STREET MAINT SUPPLIES	VR 24052202-032	05/01/2024	-	210048	144.96
CHECK TOTAL FOR CHECK NUMBER 220842 DATED 05/22/2024 WRITTEN TO 27010 CONSOLIDATED ELECTRICAL for the amount of							2174.73
01610	61088156333	VHCL-FUEL	VR 24052208-037	04/16/2024	-	30398	951.50
01670	67088406333	VHCL-FUEL	VR 24052208-039	04/09/2024	-	30397	1105.95
01131	13122806333	VHCL-FUEL	VR 24052208-044	04/16/2024	-	30396	80.42
01131	13122806333	VHCL-FUEL	VR 24052208-047	04/16/2024	-	30396	1663.16
01670	67088406333	VHCL-FUEL	VR 24052208-040	04/23/2024	-	30397	2629.19
01670	67088406333	VHCL-FUEL	VR 24052208-041	04/29/2024	-	30397	776.38
01670	67088406333	VHCL-FUEL	VR 24052208-042	04/29/2024	-	30397	164.15
01670	67088406335	IOWA FUEL TAX	VR 24052208-043	04/29/2024	-	30397	19.17
01131	13122806333	VHCL-FUEL	VR 24052208-045	02/13/2024	-	30396	517.31
01131	13122806335	IOWA FUEL TAX	VR 24052208-046	02/13/2024	-	30396	67.80
01670	67088406333	VHCL-FUEL	VR 24052208-038	04/04/2024	-	30397	735.59
CHECK TOTAL FOR CHECK NUMBER 220843 DATED 05/22/2024 WRITTEN TO 27272 ELLIOTT BULK SERVICES LLCfor the amount of							8710.62
01001	00111106333	VHCL-FUEL	VR 24052208-036	04/19/2024	-	15018	-35.09
01001	00144306333	VHCL-FUEL	VR 24052208-026	04/14/2024	-	15018	20.00
01110	11022986333	VHCL-FUEL	VR 24052208-029	04/22/2024	-	15018	20.00
01137	13711556333	VHCL-FUEL	VR 24052208-035	05/04/2023	-	15018	76.27
01110	11022986599	OTHER SUPPLIES	VR 24052208-027	04/22/2024	-	15018	1.47
01110	11022986333	VHCL-FUEL	VR 24052208-028	04/22/2024	-	15018	18.53
01137	13711556333	VHCL-FUEL	VR 24052208-030	04/22/2024	-	15018	184.95
01001	00111506335	IOWA FUEL TAX	VR 24052208-033	04/30/2024	-	15018	.88
01001	00111506333	VHCL-FUEL	VR 24052208-034	04/30/2024	-	15018	10.90
01110	11022106335	IOWA FUEL TAX	VR 24052208-001	04/03/2024	-	15018	4.54
01110	11022106333	VHCL-FUEL	VR 24052208-002	04/03/2024	-	15018	45.46

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01610	61088156335	IOWA FUEL TAX	VR 24052208-003	04/03/2024	-	15018	3.75
01610	61088156333	VHCL-FUEL	VR 24052208-004	04/03/2024	-	15018	36.25
01110	11022106335	IOWA FUEL TAX	VR 24052208-005	04/03/2024	-	15018	3.64
01110	11022106333	VHCL-FUEL	VR 24052208-006	04/03/2024	-	15018	36.36
01001	00111106335	IOWA FUEL TAX	VR 24052208-007	04/03/2024	-	15018	2.32
01001	00111106333	VHCL-FUEL	VR 24052208-008	04/03/2024	-	15018	23.18
01001	00111506333	VHCL-FUEL	VR 24052208-009	04/03/2024	-	15018	72.09
01001	00111106335	IOWA FUEL TAX	VR 24052208-010	04/03/2024	-	15018	3.78
01001	00111106333	VHCL-FUEL	VR 24052208-011	04/03/2024	-	15018	37.77
01001	00111106335	IOWA FUEL TAX	VR 24052208-012	04/03/2024	-	15018	3.00
01001	00111106333	VHCL-FUEL	VR 24052208-013	04/03/2024	-	15018	30.00
01001	00111106333	VHCL-FUEL	VR 24052208-015	04/04/2024	-	15018	36.25
01001	00111106335	IOWA FUEL TAX	VR 24052208-014	04/04/2024	-	15018	3.75
01001	00111106335	IOWA FUEL TAX	VR 24052208-016	04/04/2024	-	15018	3.43
01001	00111106333	VHCL-FUEL	VR 24052208-017	04/04/2024	-	15018	34.32
01001	00111106335	IOWA FUEL TAX	VR 24052208-021	04/04/2024	-	15018	4.09
01001	00111106333	VHCL-FUEL	VR 24052208-022	04/04/2024	-	15018	40.91
01110	11022106335	IOWA FUEL TAX	VR 24052208-023	04/04/2024	-	15018	1.80
01110	11022106333	VHCL-FUEL	VR 24052208-024	04/04/2024	-	15018	22.25
01137	13711556333	VHCL-FUEL	VR 24052208-025	04/08/2024	-	15018	94.76
01001	00144306335	IOWA FUEL TAX	VR 24052208-031	04/29/2024	-	15018	1.20
01001	00144306333	VHCL-FUEL	VR 24052208-032	04/29/2024	-	15018	14.80
01110	11022706333	VHCL-FUEL	VR 24052208-018	04/02/2024	-	15018	200.00
01001	00122606333	VHCL-FUEL	VR 24052208-019	04/03/2024	-	15018	37.84
01001	00122606335	IOWA FUEL TAX	VR 24052208-020	04/03/2024	-	15018	3.79
CHECK TOTAL FOR CHECK NUMBER 220845 DATED 05/22/2024 WRITTEN TO 27280 ELLIOTT OIL COMPANY for the amount of							1099.24
01151	15144326599	OTHER SUPPLIES	VR 24052202-034	04/30/2024	-	105 E 3RD	387.50
CHECK TOTAL FOR CHECK NUMBER 220846 DATED 05/22/2024 WRITTEN TO 27789 ENVIRONMENTAL EDGE for the amount of							387.50
01610	61088156512	LAB SUPPLIES	VR 24052202-035	04/30/2024	-	J277776-1	3545.98
CHECK TOTAL FOR CHECK NUMBER 220847 DATED 05/22/2024 WRITTEN TO 28208 EUROFINS ENVIRONMENT for the amount of							3545.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-036	04/30/2024	-	102103	260.04
CHECK TOTAL FOR CHECK NUMBER 220848 DATED 05/22/2024 WRITTEN TO 28619 EZ-LINER for the amount of							260.04
01110	11022986599	OTHER SUPPLIES	VR 24052202-037	05/03/2024	-	IAOTT0059	107.93
01610	61088156507	OPERATING SUPPLIES	VR 24052202-038	05/10/2024	-	IAOTT0059	56.88
CHECK TOTAL FOR CHECK NUMBER 220849 DATED 05/22/2024 WRITTEN TO 29300 FASTENAL COMPANY for the amount of							164.81
01151	15155616497	REIMBURSEMENT	VR 24052202-039	05/06/2024	-	514 LEIGHTON	2500.00
CHECK TOTAL FOR CHECK NUMBER 220850 DATED 05/22/2024 WRITTEN TO 29766 LEANNE FETTERS for the amount of							2500.00
01670	67088406507	OPERATING SUPPLIES	VR 24052202-040	05/06/2024	-	SERVICE CALL	707.41

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220851 DATED 05/22/2024 WRITTEN TO 31302 FRASE COMPANY INC. for the amount of							707.41
01135	13544506503	MERCHANDISE - RESALE	VR 24052202-041	05/14/2024	-	CEMETERY	1008.00
CHECK TOTAL FOR CHECK NUMBER 220852 DATED 05/22/2024 WRITTEN TO 31439A SHIRLEY FULLER for the amount of							1008.00
01301	30177536407	ENGINEERING	VR 24052202-042	04/23/2024	-	MILNER ST 5023130	2255.47
CHECK TOTAL FOR CHECK NUMBER 220853 DATED 05/22/2024 WRITTEN TO 31797 GARDEN & ASSOCIATES LTD for the amount of							2255.47
01110	11022106504	TOOLS & SMALL EQUIP	VR 24052205-027	05/14/2024	-	1 GX160	345.00
CHECK TOTAL FOR CHECK NUMBER 220854 DATED 05/22/2024 WRITTEN TO 32756 GINGERICH LOGGING for the amount of							345.00
01610	61088156799	CAPITAL IMPROVEMENTS	VR 24052202-043	05/07/2024	-	5296	13368.00
CHECK TOTAL FOR CHECK NUMBER 220855 DATED 05/22/2024 WRITTEN TO 34052 BERT GURNEY & ASSOCIATES,for the amount of							13368.00
01001	00144306496	REFUNDS	VR 24052202-047	05/13/2024	-	CANCELLATION	35.00
CHECK TOTAL FOR CHECK NUMBER 220856 DATED 05/22/2024 WRITTEN TO 34599 PAUL HALFERTY for the amount of							35.00
01001	00111906490	OTHER PROF SERV	VR 24052202-048	04/30/2024	-	ASSESSMENT	525.00
CHECK TOTAL FOR CHECK NUMBER 220857 DATED 05/22/2024 WRITTEN TO 36302 HEARTLAND HUMANE SOCIETY for the amount of							525.00
01001	00144306496	REFUNDS	VR 24052202-049	05/13/2024	-	DAMAGE DEPOSIT	100.00
01001	00144306496	REFUNDS	VR 24052204-029	05/06/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 220858 DATED 05/22/2024 WRITTEN TO 37277 CARLOS HERNANDEZ for the amount of							150.00
01125	12555666495	TIF PAYMENTS	VR 24052205-006	05/15/2024	-	MCGREGOR/VA CLINIC	26704.63
CHECK TOTAL FOR CHECK NUMBER 220859 DATED 05/22/2024 WRITTEN TO 37431 HIGHLAND DEVELOPMENT for the amount of							26704.63
01673	67388436402	ADVERT/LEGAL PUBL	VR 24052204-030	05/05/2024	-	HOSTING WEBSITE	90.00
CHECK TOTAL FOR CHECK NUMBER 220860 DATED 05/22/2024 WRITTEN TO 37476 HILL PRODUCTIONS & MEDIA for the amount of							90.00
01001	00111106411	LEGAL FEES	VR 24052205-028	05/07/2024	-	ATTORNEY FEE	5318.88
01001	00133406411	LEGAL FEES	VR 24052205-029	05/07/2024	-	ATTORNEY FEE	52.50
CHECK TOTAL FOR CHECK NUMBER 220861 DATED 05/22/2024 WRITTEN TO 38195 HOPKINS & HUBBNER PC for the amount of							5371.38
01110	11022426532	SUSTENANCE SUPPLIES	VR 24052205-030	05/09/2024	-	BOOT ALLOWANCE	178.13
CHECK TOTAL FOR CHECK NUMBER 220862 DATED 05/22/2024 WRITTEN TO 38281 WALTER HORNBACK for the amount of							178.13
01137	13711556599	OTHER SUPPLIES	VR 24052206-006	04/25/2024	-	135129	37.98

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220863 DATED 05/22/2024 WRITTEN TO 39438 HY-VEE ACCOUNTS RECEIVABLE for the amount of							37.98
01610	61088176531	STREET MAINT SUPPLIES	VR 24052204-031	04/27/2024	-	00006665	1887.25
01610	61088176531	STREET MAINT SUPPLIES	VR 24052205-031	05/04/2024	-	00006665	259.50
CHECK TOTAL FOR CHECK NUMBER 220864 DATED 05/22/2024 WRITTEN TO 41600 IDEAL READY MIX for the amount of							2146.75
01673	67388436498	MISC CONTRACT WORK	VR 24052204-032	04/25/2024	-	100-1308836-000	120.10
CHECK TOTAL FOR CHECK NUMBER 220865 DATED 05/22/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							120.10
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-041	04/26/2024	-	20U2012	51.44
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-034	04/29/2024	-	20U2012	469.15
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-033	04/30/2024	-	20U2012	23.99
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-035	05/01/2024	-	20U2012	96.21
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-037	05/06/2024	-	20U2012	1088.28
01173	17344136501	LIBRARY MATERIALS	VR 24052204-038	05/06/2024	-	20U2012	11.49
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-036	05/07/2024	-	20U2012	147.45
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-039	05/08/2024	-	20U2012	41.76
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052204-040	05/08/2024	-	20U2012	102.05
CHECK TOTAL FOR CHECK NUMBER 220866 DATED 05/22/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							2031.82
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-042	04/04/2024	-	2056	281.90
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-043	04/17/2024	-	2056	261.42
CHECK TOTAL FOR CHECK NUMBER 220867 DATED 05/22/2024 WRITTEN TO 43265 INTERSTATE BATTERY for the amount of							543.32
01129	12966606406	INSURANCE CLAIMS	VR 24052204-044	05/03/2024	-	ICP09099A1	109.43
CHECK TOTAL FOR CHECK NUMBER 220868 DATED 05/22/2024 WRITTEN TO 43465 IOWA COMMUNITIES ASSURANCE for the amount of							109.43
01001	00144396310	BLDG MAINT & REPAIR	VR 24052204-045	05/06/2024	-	210 W MAIN	80.00
CHECK TOTAL FOR CHECK NUMBER 220869 DATED 05/22/2024 WRITTEN TO 43547 IOWA DIVISION OF LABOR for the amount of							80.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24052204-046	05/03/2024	-	CL1118	762.43
01001	00133406470	WEED MOWING	VR 24052207-035	05/04/2024	-	CL1120	195.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24052207-036	05/04/2024	-	CL1120	1660.00
CHECK TOTAL FOR CHECK NUMBER 220870 DATED 05/22/2024 WRITTEN TO 45057 J & J MOWING for the amount of							2617.43
01315	31577226499	CONTRACTUAL SERVICES	VR 24052204-048	05/01/2024	-	GREEN STREET SEWER	114722.00
CHECK TOTAL FOR CHECK NUMBER 220871 DATED 05/22/2024 WRITTEN TO 45059 J & K CONTRACTING for the amount of							114722.00
01315	31577226499	CONTRACTUAL	VR 24052204-047	05/06/2024	-	BLAKES BRANCH	224671.20



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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220872 DATED 05/22/2024 WRITTEN TO 45059A J&K CONTRACTING for the amount of							224671.20
01001	00111106532	SUSTENANCE SUPPLIES	VR 24052204-049	05/07/2024	-	ANNUAL ALLOWANCE	200.00
CHECK TOTAL FOR CHECK NUMBER 220873 DATED 05/22/2024 WRITTEN TO 46159 CHASE JOHNSON for the amount of							200.00
01301	30177546499	CONTRACTUAL SERVICES	VR 24052206-007	05/14/2024	-	ELM STREET	54606.28
CHECK TOTAL FOR CHECK NUMBER 220874 DATED 05/22/2024 WRITTEN TO 46694 JONES CONTRACTING CORP for the amount of							54606.28
01001	00144306507	OPERATING SUPPLIES	VR 24052204-050	05/14/2024	-	050303IA	892.00
CHECK TOTAL FOR CHECK NUMBER 220875 DATED 05/22/2024 WRITTEN TO 47714 KAY PARK-REC CORP (AR) for the amount of							892.00
01110	11022976310	BUILDING MAINT REPAIR	VR 24052205-002	04/29/2024	-	GARAGE	2809.00
01001	00111506350	EQUIP REPAIR	VR 24052205-003	05/06/2024	-	FIRE	641.80
01110	11022976310	BUILDING MAINT REPAIR	VR 24052205-001	05/10/2024	-	GARAGE	119.00
CHECK TOTAL FOR CHECK NUMBER 220876 DATED 05/22/2024 WRITTEN TO 49206 KLODT DOOR SERVICE LLC for the amount of							3569.80
01001	00166156499	Contractual Services	VR 24052205-004	05/09/2024	-	6092484	4314.53
01001	00166256499	CONTRACTUAL SERVICES	VR 24052205-005	05/09/2024	-	6092484	1669.20
CHECK TOTAL FOR CHECK NUMBER 220877 DATED 05/22/2024 WRITTEN TO 49804D UKG KRONOS SYSTEMS, LLC for the amount of							5983.73
01001	00144306496	REFUNDS	VR 24052205-007	05/07/2024	-	CANCELLATION	200.00
CHECK TOTAL FOR CHECK NUMBER 220878 DATED 05/22/2024 WRITTEN TO 50823 SONJA LARKIN for the amount of							200.00
01001	00166106240	TRAVEL & CONFERENCE	VR 24052205-008	04/30/2024	-	MILEAGE REIMBURSEMENT	41.74
CHECK TOTAL FOR CHECK NUMBER 220879 DATED 05/22/2024 WRITTEN TO 51046 TRAVIS LAWRENCE for the amount of							41.74
01001	00111506350	EQUIP REPAIR	VR 24052206-008	05/07/2024	-	SO-6488	1483.48
CHECK TOTAL FOR CHECK NUMBER 220880 DATED 05/22/2024 WRITTEN TO 51417 LEGACY FIRE APPARATUS for the amount of							1483.48
01001	00111106340	OFFICE/COMP. EQUIP MAINT.	VR 24052205-009	05/05/2024	-	LAW CENTER	5.00
CHECK TOTAL FOR CHECK NUMBER 220881 DATED 05/22/2024 WRITTEN TO 52724 LOCK MASTER for the amount of							5.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24052205-012	05/02/2024	-	77041	3870.02
01110	11022106531	STREET MAINT SUPPLIES	VR 24052205-011	05/06/2024	-	77041	701.84
01110	11022106531	STREET MAINT SUPPLIES	VR 24052205-010	05/07/2024	-	77041	481.90
01610	61088176531	STREET MAINT SUPPLIES	VR 24052205-032	05/09/2024	-	77041	285.95
01110	11022106531	STREET MAINT SUPPLIES	VR 24052205-033	05/09/2024	-	77041	3429.13
CHECK TOTAL FOR CHECK NUMBER 220882 DATED 05/22/2024 WRITTEN TO 54390 MANATT'S INC for the amount of							8768.84
01001	00144306496	REFUNDS	VR 24052205-013	05/06/2024	-	CANCELLATION	100.00

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CHECK TOTAL FOR CHECK NUMBER 220883 DATED 05/22/2024 WRITTEN TO 54401 VANESSA MANLEY						for the amount of	100.00
01001	00144306496	REFUNDS	VR 24052205-014	05/06/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 220884 DATED 05/22/2024 WRITTEN TO 55516 MISTY MCANALLY						for the amount of	100.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24052201-008	04/03/2024	-	31850255	13.99
01110	11022106531	STREET MAINT SUPPLIES	VR 24052201-001	04/01/2024	-	31850255	25.41
01001	00144306507	OPERATING SUPPLIES	VR 24052201-002	04/02/2024	-	31850255	51.69
01001	00144306507	OPERATING SUPPLIES	VR 24052201-003	04/02/2024	-	31850255	68.96
01001	00144306507	OPERATING SUPPLIES	VR 24052201-004	04/02/2024	-	31850255	3.98
01131	13122806310	BLDG MAINT & REPAIR	VR 24052201-005	04/02/2024	-	31850255	13.99
01135	13544506504	TOOLS & SMALL EQUIP	VR 24052201-006	04/02/2024	-	31850255	87.98
01610	61088176532	SUSTENANCE SUPPLIES	VR 24052201-007	04/03/2024	-	31850255	34.99
01610	61088156507	OPERATING SUPPLIES	VR 24052201-009	04/04/2024	-	31850255	55.82
01610	61088176504	TOOLS & SMALL EQUIP	VR 24052201-010	04/04/2024	-	31850255	139.96
01001	00111106599	OTHER SUPPLIES	VR 24052201-011	04/05/2024	-	31850255	152.30
01001	00111106599	OTHER SUPPLIES	VR 24052201-012	04/08/2024	-	31850255	10.05
01135	13544506320	GROUNDS MAINT & REPAIR	VR 24052201-013	04/08/2024	-	31850255	112.34
01001	00144306507	OPERATING SUPPLIES	VR 24052201-014	04/08/2024	-	31850255	15.47
01610	61088156507	OPERATING SUPPLIES	VR 24052201-015	04/08/2024	-	31850255	130.36
01001	00144306507	OPERATING SUPPLIES	VR 24052201-016	04/08/2024	-	31850255	28.46
01137	13711556504	TOOLS & SMALL EQUIP	VR 24052201-017	04/08/2024	-	31850255	22.68
01001	00144306507	OPERATING SUPPLIES	VR 24052201-018	04/09/2024	-	31850255	71.95
01001	00144306507	OPERATING SUPPLIES	VR 24052201-019	04/09/2024	-	31850255	13.96
01001	00144306507	OPERATING SUPPLIES	VR 24052201-020	04/09/2024	-	31850255	31.90
01151	15144326507	OPERATING SUPPLIES	VR 24052201-021	04/09/2024	-	31850255	125.86
01131	13122806320	GROUNDS MAINT & REPAIR	VR 24052201-022	04/10/2024	-	31850255	75.50
01001	00111106340	OFFICE/COMP. EQUIP MAINT.	VR 24052201-023	04/10/2024	-	31850255	196.77
01001	00144306507	OPERATING SUPPLIES	VR 24052201-024	04/10/2024	-	31850255	405.45
01001	00144306507	OPERATING SUPPLIES	VR 24052201-025	04/11/2024	-	31850255	-350.50
01001	00144306507	OPERATING SUPPLIES	VR 24052201-026	04/11/2024	-	31850255	378.50
01131	13122806320	GROUNDS MAINT & REPAIR	VR 24052201-027	04/11/2024	-	31850255	174.95
01001	00144306507	OPERATING SUPPLIES	VR 24052201-028	04/11/2024	-	31850255	194.88
01001	00144306507	OPERATING SUPPLIES	VR 24052201-029	04/11/2024	-	31850255	11.48
01131	13122806507	OPERATING SUPPLIES	VR 24052201-030	04/12/2024	-	31850255	41.97
01610	61088156507	OPERATING SUPPLIES	VR 24052201-031	04/12/2024	-	31850255	41.15
01001	00144306507	OPERATING SUPPLIES	VR 24052201-032	04/12/2024	-	31850255	12.37
01610	61088156507	OPERATING SUPPLIES	VR 24052201-033	04/12/2024	-	31850255	-15.98
01610	61088156507	OPERATING SUPPLIES	VR 24052201-034	04/12/2024	-	31850255	121.85
01151	15144326507	OPERATING SUPPLIES	VR 24052201-035	04/12/2024	-	31850255	53.94
01610	61088156507	OPERATING SUPPLIES	VR 24052201-036	04/12/2024	-	31850255	11.84
01137	13711556504	TOOLS & SMALL EQUIP	VR 24052201-037	04/15/2024	-	31850255	10.78
01001	00144306507	OPERATING SUPPLIES	VR 24052201-038	04/16/2024	-	31850255	78.78
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24052201-039	04/16/2024	-	31850255	189.48
01135	13544506320	GROUNDS MAINT & REPAIR	VR 24052201-040	04/16/2024	-	31850255	152.95
01001	00144306507	OPERATING SUPPLIES	VR 24052201-041	04/17/2024	-	31850255	30.28
01001	00144306507	OPERATING SUPPLIES	VR 24052201-042	04/18/2024	-	31850255	18.56
01110	11022506504	TOOLS & SMALL EQUIP	VR 24052201-043	04/19/2024	-	31850255	136.96
01001	00144456350	EQUIP REPAIR	VR 24052201-044	04/19/2024	-	31850255	67.99

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00144306507	OPERATING SUPPLIES	VR 24052201-045	04/22/2024	-	31850255	64.98
01110	11022406531	STREET MAINT SUPPLIES	VR 24052201-046	04/22/2024	-	31850255	35.44
01110	11022406531	STREET MAINT SUPPLIES	VR 24052201-047	04/22/2024	-	31850255	7.98
01001	00144306504	TOOLS & SMALL EQUIP	VR 24052201-048	04/22/2024	-	31850255	27.56
01110	11022406504	TOOLS & SMALL EQUIP	VR 24052201-049	04/23/2024	-	31850255	22.96
01110	11022406531	STREET MAINT SUPPLIES	VR 24052201-050	04/23/2024	-	31850255	8.58
01001	00144306507	OPERATING SUPPLIES	VR 24052201-051	04/23/2024	-	31850255	77.98
01001	00144306507	OPERATING SUPPLIES	VR 24052201-052	04/23/2024	-	31850255	1.68
01001	00144306507	OPERATING SUPPLIES	VR 24052201-053	04/23/2024	-	31850255	-1.68
01001	00144306507	OPERATING SUPPLIES	VR 24052201-054	04/23/2024	-	31850255	28.56
01001	00144306504	TOOLS & SMALL EQUIP	VR 24052201-055	04/24/2024	-	31850255	16.49
01001	00144306507	OPERATING SUPPLIES	VR 24052201-056	04/24/2024	-	31850255	84.90
01001	00144306507	OPERATING SUPPLIES	VR 24052201-058	04/25/2024	-	31850255	-77.98
01001	00144306507	OPERATING SUPPLIES	VR 24052201-057	04/25/2024	-	31850255	6.72
01001	00144456507	OPERATING SUPPLIES	VR 24052201-059	04/25/2024	-	31850255	123.11
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052201-060	04/25/2024	-	31850255	67.63
01001	00144306504	TOOLS & SMALL EQUIP	VR 24052201-061	04/25/2024	-	31850255	17.04
01001	00144456504	TOOLS & SMALL EQUIP	VR 24052201-062	04/25/2024	-	31850255	15.98
01110	11022976507	OPERATING SUPPLIES	VR 24052201-063	04/26/2024	-	31850255	14.74
01131	13122806320	GROUNDS MAINT & REPAIR	VR 24052201-064	04/29/2024	-	31850255	15.98
01001	00144306507	OPERATING SUPPLIES	VR 24052201-065	04/29/2024	-	31850255	79.87
01610	61088176531	STREET MAINT SUPPLIES	VR 24052201-066	04/30/2024	-	31850255	86.50
01610	61088156507	OPERATING SUPPLIES	VR 24052201-067	04/30/2024	-	31850255	69.98
01110	11022406531	STREET MAINT SUPPLIES	VR 24052201-068	04/30/2024	-	31850255	219.98
01001	00144306507	OPERATING SUPPLIES	VR 24052201-069	04/30/2024	-	31850255	54.16
CHECK TOTAL FOR CHECK NUMBER 220888 DATED 05/22/2024 WRITTEN TO 57385 MENARDS for the amount of							4321.19
01670	67088406340	OFFICE/COMP. EQUIP MAINT	VR 24052207-001	05/14/2024	-	QUOTE 100493784 3004840	1160.90
CHECK TOTAL FOR CHECK NUMBER 220889 DATED 05/22/2024 WRITTEN TO 58004 METTLER TOLEDO for the amount of							1160.90
01001	00144306496	REFUNDS	VR 24052205-015	05/06/2024	-	DAMAGE DEPOSIT	100.00
CHECK TOTAL FOR CHECK NUMBER 220890 DATED 05/22/2024 WRITTEN TO 58407 KASINTA MICHAEL for the amount of							100.00
01131	13122806370	NATURAL GAS	VR 24052205-016	05/07/2024	-	14866 TERMINAL ST	22.88
CHECK TOTAL FOR CHECK NUMBER 220891 DATED 05/22/2024 WRITTEN TO 58500 MIDAMERICAN ENERGY CO for the amount of							22.88
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-045	03/28/2024	-	SILVERADO	84.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-044	04/16/2024	-	F 150	84.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052202-046	04/25/2024	-	2010 FORD F350	104.00
CHECK TOTAL FOR CHECK NUMBER 220892 DATED 05/22/2024 WRITTEN TO 59301 MIDWEST AUTO GLASS & TIRE for the amount of							272.00
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24052205-017	04/30/2024	-	2000006388	24.74
CHECK TOTAL FOR CHECK NUMBER 220893 DATED 05/22/2024 WRITTEN TO 59382 MIDWEST TAPE for the amount of							24.74
01001	00111506350	EQUIP REPAIR	VR 24052205-018	05/02/2024	-	87937601	455.84

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220894 DATED 05/22/2024 WRITTEN TO 61785 MOTION INDUSTRIES for the amount of							455.84
01673	67388436498	MISC CONTRACT WORK	VR 24052205-019	05/02/2024	-	RECYCLE	650.00
CHECK TOTAL FOR CHECK NUMBER 220895 DATED 05/22/2024 WRITTEN TO 62541 STEVE MUNDELL CONSTRUCTIOfor the amount of							650.00
01131	13122806320	GROUNDS MAINT & REPAIR	VR 24052205-020	05/06/2024	-	10511	3950.00
CHECK TOTAL FOR CHECK NUMBER 220896 DATED 05/22/2024 WRITTEN TO 62845 MUSCO SPORTS LIGHTING INCfor the amount of							3950.00
01001	00111506499	CONTRACTUAL SERVICES	VR 24052207-002	05/10/2024	-	ASSESSMENT -CHIEF	4268.00
CHECK TOTAL FOR CHECK NUMBER 220897 DATED 05/22/2024 WRITTEN TO 65452 NEXT LEVEL RESPONSE SOL for the amount of							4268.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24052205-034	05/04/2024	-	OTTUMSTR	2588.85
CHECK TOTAL FOR CHECK NUMBER 220898 DATED 05/22/2024 WRITTEN TO 66001 NORRIS ASPHALT PAVING INCfor the amount of							2588.85
01001	00111506507	OPERATING SUPPLIES	VR 24052205-021	05/06/2024	-	201 N WAPELLO	55.00
CHECK TOTAL FOR CHECK NUMBER 220899 DATED 05/22/2024 WRITTEN TO 66561 OFFICIAL PEST CONTROL for the amount of							55.00
01610	61088156499	CONTRACTUAL SERVICES	VR 24052205-022	04/30/2024	-	10002	1200.00
CHECK TOTAL FOR CHECK NUMBER 220900 DATED 05/22/2024 WRITTEN TO 67058 ONSITE SERVICE SOLUTIONS for the amount of							1200.00
01673	67388436402	ADVERT/LEGAL PUBL	VR 24052205-023	04/25/2024	-	9997	100.00
CHECK TOTAL FOR CHECK NUMBER 220901 DATED 05/22/2024 WRITTEN TO 67079 ONMEDIA for the amount of							100.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-001	04/02/2024	-	131522	61.37
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-002	04/02/2024	-	131522	4.69
01610	61088156331	VHCL MTCE SUPPLIES	VR 24052204-003	04/03/2024	-	131522	37.28
01610	61088156331	VHCL MTCE SUPPLIES	VR 24052204-004	04/03/2024	-	131522	3.50
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-005	04/09/2024	-	131522	287.60
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-006	04/10/2024	-	131522	33.96
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-007	04/10/2024	-	131522	-18.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-008	04/10/2024	-	131522	5.29
01610	61088156331	VHCL MTCE SUPPLIES	VR 24052204-009	04/11/2024	-	131522	123.43
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-010	04/12/2024	-	131522	84.51
01131	13122806533	FBO PARTS/SUPPLIES	VR 24052204-011	04/15/2024	-	131522	14.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-012	04/15/2024	-	131522	322.75
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-013	04/15/2024	-	131522	31.81
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-014	04/15/2024	-	131522	44.98
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-015	04/15/2024	-	131522	25.78
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24052204-016	04/15/2024	-	131522	14.98
01001	00111506507	OPERATING SUPPLIES	VR 24052204-051	04/15/2024	-	131522	11.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052204-017	04/15/2024	-	131522	-31.81
01001	00111506507	OPERATING SUPPLIES	VR 24052204-018	04/22/2024	-	131522	5.99

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220902 DATED 05/22/2024 WRITTEN TO 67098 O'REILLY AUTOMOTIVE for the amount of							1064.11
01673	67388436498	MISC CONTRACT WORK	VR 24052205-024	05/15/2024	-	RECYCLING	193.50
CHECK TOTAL FOR CHECK NUMBER 220903 DATED 05/22/2024 WRITTEN TO 67616 OTT PREDATOR CONTROL for the amount of							193.50
01110	11022106162	EMPLOYEE PHYSICALS/TESTS	VR 24052205-039	05/01/2024	-	3698K6270	40.00
01110	11022706162	EMPLOYEE PHYSICALS/TESTS	VR 24052205-036	05/01/2024	-	3698K6270	40.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24052205-037	05/01/2024	-	3698K6270	35.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24052205-038	05/01/2024	-	3698K6270	35.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24052205-040	05/01/2024	-	3698K6270	35.00
01001	00144456162	EMPLOYEE PHYSICALS/TEST	VR 24052205-041	05/01/2024	-	3698K6270	40.00
CHECK TOTAL FOR CHECK NUMBER 220904 DATED 05/22/2024 WRITTEN TO 68238 OTTUMWA HEALTH GROUP LLC for the amount of							225.00
01001	00133406414	PRINTING	VR 24052205-026	04/30/2024	-	1821 4756	112.00
01001	001111106414	PRINTING	VR 24052205-025	04/30/2024	-	JOB 8521	335.00
CHECK TOTAL FOR CHECK NUMBER 220905 DATED 05/22/2024 WRITTEN TO 68560 OTTUMWA PRINTING, INC. for the amount of							447.00
01001	0011120	IMPREST CASH	VR 24052205-042	05/13/2024	-	PETTY CASH	370.00
CHECK TOTAL FOR CHECK NUMBER 220906 DATED 05/22/2024 WRITTEN TO 71490 PETTY CASH THE BEACH for the amount of							370.00
01673	6731120	IMPREST CASH	VR 24052205-035	05/16/2024	-	PETTY CASH	150.00
CHECK TOTAL FOR CHECK NUMBER 220907 DATED 05/22/2024 WRITTEN TO 71685 PETTY CASH RECYCLING for the amount of							150.00
01001	00166206508	POSTAGE & SHIPPING	VR 24052205-043	05/12/2024	-	8000-9000-1116-8493	1500.00
CHECK TOTAL FOR CHECK NUMBER 220908 DATED 05/22/2024 WRITTEN TO 72230 PITNEY BOWES BANK INC for the amount of							1500.00
01001	00144306507	OPERATING SUPPLIES	VR 24052205-044	05/08/2024	-	983326000931	-240.81
01001	00144306507	OPERATING SUPPLIES	VR 24052205-045	05/08/2024	-	983320000928	240.81
01001	00144306507	OPERATING SUPPLIES	VR 24052205-046	05/08/2024	-	983320000935	550.42
01001	00144306507	OPERATING SUPPLIES	VR 24052205-047	05/08/2024	-	983326000932	-309.61
CHECK TOTAL FOR CHECK NUMBER 220909 DATED 05/22/2024 WRITTEN TO 72253 PPG ARCHITECTURAL FINISHE for the amount of							240.81
01001	001111106499	CONTRACTUAL SERVICES	VR 24052206-009	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00111506499	CONTRACTUAL SERVICES	VR 24052206-010	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00122606499	CONTRACTUAL SERVICES	VR 24052206-011	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00144306499	CONTRACTUAL SERVICES	VR 24052206-012	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00155406499	CONTRACTUAL SERVICES	VR 24052206-013	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00166106499	CONTRACTUAL SERVICES	VR 24052206-014	04/24/2024	-	THROUGH JUNE 25	500.00
01001	00166256499	CONTRACTUAL SERVICES	VR 24052206-015	04/24/2024	-	THROUGH JUNE 25	3000.00
01001	00166306499	Contractual Services	VR 24052206-016	04/24/2024	-	THROUGH JUNE 25	500.00
01131	13122806499	CONTRACTUAL SERVICES	VR 24052206-017	04/24/2024	-	THROUGH JUNE 25	500.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24052206-018	04/24/2024	-	THROUGH JUNE 25	500.00
01110	11022106499	CONTRACTUAL SERVICES	VR 24052206-019	04/24/2024	-	THROUGH JUNE 25	500.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01610	61088176499	CONTRACTUAL SERVICES	VR 24052206-020	04/24/2024	-	THROUGH JUNE 25	500.00
01610	61088156499	CONTRACTUAL SERVICES	VR 24052206-021	04/24/2024	-	THROUGH JUNE 25	500.00
01670	67088406499	CONTRACTUAL SERVICES	VR 24052206-022	04/24/2024	-	THROUGH JUNE 25	500.00
01673	67388436499	CONTRACTUAL SERVICES	VR 24052206-023	04/24/2024	-	THROUGH JUNE 25	500.00
CHECK TOTAL FOR CHECK NUMBER 220910 DATED 05/22/2024 WRITTEN TO 72424 PLAN IT SOFTWARE LLC for the amount of							10000.00
01001	00166506409	JANITORIAL	VR 24052205-048	04/30/2024	-	CITY HALL	2000.00
01131	13122806409	JANITORIAL	VR 24052205-049	04/30/2024	-	AIRPORT	100.00
01001	00144396409	JANITORIAL	VR 24052205-050	04/30/2024	-	DEPOT	1110.00
CHECK TOTAL FOR CHECK NUMBER 220911 DATED 05/22/2024 WRITTEN TO 73971 PROFESSIONAL JANITORIAL for the amount of							3210.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052206-024	04/26/2024	-	561	1798.87
CHECK TOTAL FOR CHECK NUMBER 220912 DATED 05/22/2024 WRITTEN TO 74625 QUALITY SERVICES 149 for the amount of							1798.87
01001	00166206240	TRAVEL & CONFERENCE	VR 24052206-025	05/08/2024	-	MEAL ALLOWANCE	12.00
CHECK TOTAL FOR CHECK NUMBER 220913 DATED 05/22/2024 WRITTEN TO 76296 CHRISTINA REINHARD for the amount of							12.00
01001	00144306496	REFUNDS	VR 24052206-026	05/08/2024	-	WILDWOOD	65.00
CHECK TOTAL FOR CHECK NUMBER 220914 DATED 05/22/2024 WRITTEN TO 77464 TINA ROBINSON for the amount of							65.00
01670	67088406507	OPERATING SUPPLIES	VR 24052206-027	05/08/2024	-	PORTABLE	110.16
01670	67088406507	OPERATING SUPPLIES	VR 24052206-028	05/04/2024	-	PORTABLE	115.16
CHECK TOTAL FOR CHECK NUMBER 220915 DATED 05/22/2024 WRITTEN TO 78105 ROYAL PORTABLE TOILETS for the amount of							225.32
01670	67088406407	ENGINEERING	VR 24052206-029	04/30/2024	-	27223158.24	384.38
CHECK TOTAL FOR CHECK NUMBER 220916 DATED 05/22/2024 WRITTEN TO 78293 SCS ENGINEERS for the amount of							384.38
01133	13344106310	BUILDING MAINT REPAIR	VR 24052206-030	05/01/2024	-	1003269	240.70
01001	00166506310	BUILDING MAINTENANCE REPAVR	VR 24052206-031	05/01/2024	-	1003275	293.75
CHECK TOTAL FOR CHECK NUMBER 220917 DATED 05/22/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							534.45
01001	00111106210	DUES & MEMBERSHIPS	VR 24052206-032	05/13/2024	-	ASHLEY REYNOLDS	30.00
CHECK TOTAL FOR CHECK NUMBER 220918 DATED 05/22/2024 WRITTEN TO 80050 SECRETARY OF STATE for the amount of							30.00
01001	00111506333	VHCL-FUEL	VR 24052206-033	05/03/2024	-	FUEL	71.36
CHECK TOTAL FOR CHECK NUMBER 220919 DATED 05/22/2024 WRITTEN TO 81445 PATRICK SHORT for the amount of							71.36
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052203-022	04/02/2024	-	1550	228.49
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-023	04/02/2024	-	1550	-132.00
01110	11022986504	TOOLS & SMALL EQUIP	VR 24052203-024	04/02/2024	-	1550	86.99
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052203-025	04/03/2024	-	1550	18.22

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CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-026	04/08/2024	-	1550	4.71
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-027	04/08/2024	-	1550	113.88
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052203-028	04/09/2024	-	1550	99.24
01673	67388436331	VHCL MTCE SUPPLIES	VR 24052203-029	04/10/2024	-	1550	420.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-030	04/10/2024	-	1550	3.66
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-031	04/11/2024	-	1550	104.60
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-032	04/11/2024	-	1550	145.41
01670	67088406504	TOOLS & SMALL EQUIP	VR 24052203-033	04/11/2024	-	1550	141.04
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-034	04/17/2024	-	1550	63.80
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-035	04/17/2024	-	1550	15.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-036	04/17/2024	-	1550	269.12
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-037	04/17/2024	-	1550	258.20
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-038	04/17/2024	-	1550	10.66
01110	11022986599	OTHER SUPPLIES	VR 24052203-039	04/18/2024	-	1550	221.40
01110	11022986599	OTHER SUPPLIES	VR 24052203-040	04/19/2024	-	1550	33.44
01670	67088406504	TOOLS & SMALL EQUIP	VR 24052203-041	04/22/2024	-	1550	16.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-042	04/22/2024	-	1550	-132.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-043	04/22/2024	-	1550	332.42
01001	00111506504	TOOLS & SMALL EQUIP	VR 24052203-044	04/22/2024	-	1550	652.05
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-045	04/23/2024	-	1550	52.50
01670	67088406331	VHCL MTCE SUPPLIES	VR 24052203-046	04/23/2024	-	1550	26.03
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-047	04/23/2024	-	1550	4.79
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-048	04/23/2024	-	1550	64.00
01001	00144306331	VHCL MTCE SUPPLIES	VR 24052203-049	04/26/2024	-	1550	39.86
01001	00144306331	VHCL MTCE SUPPLIES	VR 24052203-050	04/26/2024	-	1550	10.46
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-051	04/29/2024	-	1550	4.97
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-052	04/30/2024	-	1550	9.94
01110	11022986599	OTHER SUPPLIES	VR 24052203-053	04/30/2024	-	1550	16.99
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-054	04/30/2024	-	1550	62.10
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052203-055	04/30/2024	-	1550	33.33
CHECK TOTAL FOR CHECK NUMBER 220921 DATED 05/22/2024 WRITTEN TO 82136 SINCLAIR NAPA for the amount of							3301.58
01110	11022986230	TRAINING	VR 24052206-034	05/15/2024	-	CDL PERMIT	13.50
CHECK TOTAL FOR CHECK NUMBER 220922 DATED 05/22/2024 WRITTEN TO 82249 JEFF SLY for the amount of							13.50
01001	00144306496	REFUNDS	VR 24052206-035	05/06/2024	-	DAMAGE DEPOSIT	50.00
CHECK TOTAL FOR CHECK NUMBER 220923 DATED 05/22/2024 WRITTEN TO 82419 DAN SMITH for the amount of							50.00
01135	13544506410	CONTRACT EMPLOYEES	VR 24052206-045	04/29/2024	-	03-0032	2164.53
01610	61088176410	CONTRACT EMPLOYEES	VR 24052206-049	05/06/2024	-	03-0077	843.53
01001	00144306410	CONTRACT EMPLOYEES	VR 24052206-043	05/06/2024	-	03-0077	1932.00
01001	00144306410	CONTRACT EMPLOYEES	VR 24052206-044	05/06/2024	-	03-0077	3788.28
01110	11022406410	CONTRACT EMPLOYEES	VR 24052206-046	05/06/2024	-	03-0077	600.30
01610	61088156410	CONTRACT EMPLOYEES	VR 24052206-042	05/06/2024	-	03-0077	138.00
01670	67088406490	OTHER PROF SERV	VR 24052206-040	05/06/2024	-	03-0077	827.31
01673	67388436490	OTHER PROF SERV	VR 24052206-038	05/06/2024	-	03-0077	1722.95
01135	13544506410	CONTRACT EMPLOYEES	VR 24052206-050	05/06/2024	-	03-0032	2412.24
01001	00144306410	CONTRACT EMPLOYEES	VR 24052206-036	05/13/2024	-	03-0077	1932.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00144306410	CONTRACT EMPLOYEES	VR 24052206-037	05/13/2024	-	03-0077	4256.63
01110	11022406410	CONTRACT EMPLOYEES	VR 24052206-048	05/13/2024	-	03-0077	662.40
01670	67088406490	OTHER PROF SERV	VR 24052206-039	05/13/2024	-	03-0077	1001.89
01673	67388436490	OTHER PROF SERV	VR 24052206-047	05/13/2024	-	03-0077	1878.55
01135	13544506410	CONTRACT EMPLOYEES	VR 24052206-041	05/13/2024	-	03-0032	3146.40
CHECK TOTAL FOR CHECK NUMBER 220924 DATED 05/22/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							27307.01
01610	61088156507	OPERATING SUPPLIES	VR 24052207-003	04/25/2024	-	0026343	588.00
CHECK TOTAL FOR CHECK NUMBER 220925 DATED 05/22/2024 WRITTEN TO 88137B TELEDYNE INSTRUMENTS, INC for the amount of							588.00
01001	00111506532	SUSTENANCE SUPPLIES	VR 24052207-004	02/29/2024	-	ACCOUNTABILITY	12.00
CHECK TOTAL FOR CHECK NUMBER 220926 DATED 05/22/2024 WRITTEN TO 88697 THUMBS UP GIFTS & AWARDS for the amount of							12.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052207-005	03/18/2024	-	PART 1621533	1325.00
CHECK TOTAL FOR CHECK NUMBER 220927 DATED 05/22/2024 WRITTEN TO 89850 TRUCK EQUIPMENT INC for the amount of							1325.00
01673	67388436507	OPERATING SUPPLIES	VR 24052207-006	05/08/2024	-	18982644	244.73
CHECK TOTAL FOR CHECK NUMBER 220928 DATED 05/22/2024 WRITTEN TO 90454 ULINE for the amount of							244.73
01001	00144456496	REFUNDS	VR 24052207-007	05/08/2024	-	CANCELLATION	120.00
CHECK TOTAL FOR CHECK NUMBER 220929 DATED 05/22/2024 WRITTEN TO 92270 TAYLOR VANDEKAMP for the amount of							120.00
01315	31577726499	CONTRACTUAL	VR 24052207-008	04/26/2024	-	BLAKES BRANCH	27970.08
01315	31577726499	CONTRACTUAL	VR 24052207-009	04/26/2024	-	BLAKES BRANCH	11489.65
01315	31577726499	CONTRACTUAL	VR 24052207-010	04/26/2024	-	BLAKES BRANCH	15458.50
01315	31577726499	CONTRACTUAL	VR 24052207-011	04/26/2024	-	BLAKES BRANCH	880.76
CHECK TOTAL FOR CHECK NUMBER 220930 DATED 05/22/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of							55798.99
01610	61088156507	OPERATING SUPPLIES	VR 24052207-012	05/02/2024	-	20193	4542.38
CHECK TOTAL FOR CHECK NUMBER 220931 DATED 05/22/2024 WRITTEN TO 92668 VEOLIA WATER TECHNOLOGIES for the amount of							4542.38
01110	11022986331	VHCL MTCE SUPPLIES	VR 24052207-013	05/09/2024	-	FLAT REPAIR	20.00
CHECK TOTAL FOR CHECK NUMBER 220932 DATED 05/22/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							20.00
01110	11022986532	SUSTENANCE SUPPLIES	VR 24052207-014	05/08/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220933 DATED 05/22/2024 WRITTEN TO 95411 RYAN WEBSTER for the amount of							180.00
01610	61088156331	VHCL MTCE SUPPLIES	VR 24052207-015	04/10/2024	-	WIPER	142.73



BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220934 DATED 05/22/2024 WRITTEN TO 96741 WILCOX EQUIPMENT for the amount of							142.73
01301	30177436499	CONTRACTUAL SERVICES	VR 24052207-016	03/13/2024	-	PROJECT CS-TSF 5825 649	63346.76
CHECK TOTAL FOR CHECK NUMBER 220935 DATED 05/22/2024 WRITTEN TO 96744 WICKS CONSTRUCTION INC for the amount of							63346.76
01151	15144326490	OTHER PROF SERV	VR 24052207-017	04/19/2024	-	CITY HALL 1194C21	1480.00
CHECK TOTAL FOR CHECK NUMBER 220936 DATED 05/22/2024 WRITTEN TO 96792 WILLETT HOFMANN for the amount of							1480.00
01001	00166306373	Telephone/IT	VR 24052207-020	05/01/2024	-	215713192	-2.59
01001	00166306373	Telephone/IT	VR 24052207-032	05/04/2024	-	216818822	15.42
01001	00166306373	Telephone/IT	VR 24052207-031	05/04/2024	-	216818424	12.90
01001	00166306373	Telephone/IT	VR 24052207-030	05/04/2024	-	216828824	14.53
01001	00166306373	Telephone/IT	VR 24052207-029	05/04/2024	-	216807372	12.65
01001	00166306373	Telephone/IT	VR 24052207-028	05/04/2024	-	216758729	12.32
01001	00166306373	Telephone/IT	VR 24052207-019	05/04/2024	-	216807383	12.77
01001	00166306373	Telephone/IT	VR 24052207-027	05/04/2024	-	216818421	16.38
01001	00166306373	Telephone/IT	VR 24052207-026	05/04/2024	-	216948230	13.67
01001	00166306373	Telephone/IT	VR 24052207-025	05/04/2024	-	216818410	15.44
01001	00166306373	Telephone/IT	VR 24052207-024	05/04/2024	-	216948229	12.77
01001	00166306373	Telephone/IT	VR 24052207-023	05/04/2024	-	215726189	78.81
01001	00166306373	Telephone/IT	VR 24052207-021	05/23/2024	-	216819687	11.85
01001	00166306373	Telephone/IT	VR 24052207-022	05/04/2024	-	216950133	11.79
01001	00166306373	Telephone/IT	VR 24052207-033	05/04/2024	-	216818436	16.92
01001	00166306373	Telephone/IT	VR 24052207-034	05/04/2024	-	216818812	31.21
CHECK TOTAL FOR CHECK NUMBER 220937 DATED 05/22/2024 WRITTEN TO 97306 WINDSTREAM ENTERPRISE for the amount of							286.84
01610	61088156230	TRAINING	VR 24052207-018	05/07/2024	-	CDL	35.00
CHECK TOTAL FOR CHECK NUMBER 220938 DATED 05/22/2024 WRITTEN TO 98527 JONATHAN YOUNG for the amount of							35.00
01 Bank Code TOTALS for 00123 Checks to 00123 Vendors for the amount of							792661.27
REPORT TOTALS for 00123 Checks to 00123 Vendors for the amount of							792661.27

REPORT DATE 05/17/2024  
SYSTEM DATE 05/17/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 17  
TIME 08:34:19  
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

**received**  
5-14-24 930A

Item No. B.-3.

**revision**

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: May 21, 2024

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Phillip Burgmeier Public Works Director  
Department Head

PB

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

AGENDA TITLE: Finley Street Lift Station Pump #1 Repair

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

RECOMMENDATION:

Approve the Finley Storm Pump #1 repair in the amount of \$13,675.60.

DISCUSSION: This is to repair the Storm Pump #1 at the Finley Pump Station. This pump is used to pump water at the John Deere pond to the Des Moines River. The cost of a new unit is estimated at exceeding \$65,627.00. Due to a difference in prices we recommend repairing the pump rather than replacement.

This purchase would come from line item 610-8-815-6399 which was budgeted \$160,000. With approval of this expenditure and previous purchases the remaining balance is \$9,669.

With Flygt pumps repaired by Electric Pump, there is a 90 day warranty on parts and labor.



# QUOTATION

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

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

www.electrumpump.com

QUOTE NUMBER: 0156685  
QUOTE DATE: 4/16 2024  
EXPIRE DATE: 5/16 2024

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: CAC  
RPR: FLYGT 3202. SN: 131

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

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

CONFIRM TO:  
JOHN 563-379-7483

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

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B. ORIGIN	TERMS Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
REPAIR FOR FLYGT 3202.095 1380002						
000000830741	EACH	1.00	0.00	0.00	76.00	76.00
		CAP.PROTECTIVE 80X10 NITRILE				
000000835317	EACH	6.00	0.00	0.00	58.00	348.00
		CLAMP,TERMINAL				
000000835349	EACH	3.00	0.00	0.00	12.00	36.00
		CONNECTION,CROSS				
000000835350	EACH	1.00	0.00	0.00	6.80	6.80
		PARTITION				
000000835354	EACH	2.00	0.00	0.00	9.90	19.80
		SUPPORT,END				
000000835358	EACH	3.00	0.00	0.00	12.00	36.00
		CLAMP,TERMINAL				
000000835377	EACH	1.00	0.00	0.00	41.00	41.00
		CLAMP,TERMINAL				
000000841804	EACH	2.00	0.00	0.00	47.00	94.00
		GROMMET,NBR 29ID 52OD 26L				
000000941982	EACH	50.00	0.00	0.00	63.00	3,150.00
		CABLE,SUBCAB 4G16+S(2X0.5)27MM				
000000650100	EACH	1.00	0.00	0.00	131.00	131.00
		CABLE UNIT				
0000006571703	EACH	1.00	0.00	0.00	7,587.00	7,587.00
		KIT,REPAIR BASIC 3202.180				
/BAKE	EACH	1.00	0.00	0.00	50.00	50.00
		BAKE OUT STATOR				
/ENVI	EACH	1.00	0.00	0.00	80.00	80.00
		OIL AND ENVIRONMENTAL CHARGE				
/MISC	EACH	1.00	0.00	0.00	100.00	100.00
		MISC. SHOP SUPPLIES				
/PSMD	HOUR	12.00	0.00	0.00	160.00	1,920.00

\*\*\* Continued \*\*\*



# QUOTATION

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

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

www.electrump.com

QUOTE NUMBER: 0156685  
 QUOTE DATE: 4/16 2024  
 EXPIRE DATE: 5/16 2024  
 SALESPERSON: CHAD SPARKS  
 CUSTOMER NO: 6830641  
 QUOTED BY: CAC  
 RPR: FLYGT 3202, SN: 131

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

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

CONFIRM TO:  
 JOHN 563-379-7483

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

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B. ORIGIN	TERMS Net 30 Days
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ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
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PUMP LABOR SEWAGE/SUBMERSIBLE

LEAD TIMES ARE CURRENTLY 3-5 WEEKS ARO, SUBJECT TO  
 FACTORY CHANGE

THIS QUOTE DOES NOT INCLUDE FREIGHT AND INSTALLATION

THANK YOU, CINDY CRUISE  
 ccruise@electricpump.com  
 CC: CHAD SPARKS 515-707-1929

*John Hoff*  
 5-7-24

**\*\*\* 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 \*\*\***

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

Please note that we are no longer offering a thirty(30) day validity date.  
 Due to the current volatility in the materials market, pricing and ship  
 dates are subject to confirmation at time of order.

Net Order:	13,675.60
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>13,675.60</b>



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2004 USA

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

www.electrump.com

QUOTE NUMBER: 0156948  
QUOTE DATE: 5/7/2024  
EXPIRE DATE: 6/7/2024

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

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

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

CONFIRM TO:  
JOHN LLOYD

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

CUSTOMER P.O. JOHN LLOYD	SHIP VIA BESTWAY	F.O.B. ORIGIN	TERMS Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR REPLACING EXISTING FLYGT 3202.095-1380002 WITH NEW:						
0032020950051	EACH	1.00	0.00	0.00	65,627.00	65,627.00
NP616-12 45/460.3 50' FM FLS+FV						

ESTIMATED LEAD TIME IS 12 TO 14 WEEKS ARO, SUBJECT TO FACTORY CHANGE.

THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT, INSTALLATION OR START UP.

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

[jfrohwein@electricpump.com](mailto:jfrohwein@electricpump.com)

THANK YOU, JOYCE FROHWEIN

**\*\*\* 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 \*\*\***

**All return goods must have written approval from Electric Pump, before returning.**

**Credit will not be issued without written approval : if applicable there will be a Restock Fee.**

Please note that we are no longer offering a thirty(30) day validity date.

Due to the current volatility in the materials market, pricing and ship dates are subject to confirmation at time of order.

Net Order:	65,627.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>65,627.00</b>

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

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

Council Meeting of: May 21, 2024

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

  
City Administrator Approval

AGENDA TITLE: **Resolution #122-2024 - Approve the City's Wellness Program - Healthy Choices Services Agreement**

\*\*\*\*\*

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

RECOMMENDATION: **Pass and adopt resolution #122-2024 - Authorizing the Mayor to sign contract with Ottumwa Regional Health Center**

DISCUSSION: **See attached**

Source of Funds: **N/A**

Budgeted Item:  Budget Amendment Needed:

Healthy Choices is the City's Basic Wellness Program to help catch potentially serious illnesses and help employees make lifestyle changes that could ultimately reduce future health claims.

The Employee Health Fund will pay the cost of the program for all employees and their spouses. The costs for this program and the contract has gone up \$5 per person from last year. This is the first increase in cost in at least 10 years.

The estimated costs to the City is as follows:

\*Employees and Spouses - 75 @\$75.00 each = \$5,625

\*Flu Shots - 150@\$25 each = \$3,750 (Will be done in FY25)

This program is charged to account 860-6-665-6412 and confirmed with Finance that funds are available to cover these costs.

Participation by year

2023 - 47

2022 - 54

2021 - 50

2020 - 53

2019 - 56

We surveyed staff in 2022 after the program to identify what we could do better or offer to get more participation. The overwhelming feeling is that the employees would like to continue this program. We are working with our Public Information Officer in getting the word out to our employees about it.

Steps:

1) Employee / Spouse will complete a Health Risk Assessment prior to Wellness Lab Screen.

2) An individual employee / spouse assessment and lab results will be reviewed with the nurse.

Goals for the next year will be established if applicable.

3) After the assessments are completed, the corporate summary will be analyzed and returned with recommendations.



**RESOLUTION NO. 122-2024**

**RESOLUTION APPROVING HEALTHY CHOICES  
2024 WELLNESS PROGRAM AGREEMENT WITH  
THE OTTUMWA REGIONAL HEALTH CENTER**

**WHEREAS**, the City of Ottumwa, Iowa desires to approve a Healthy Choices 2024 Wellness Program Agreement with the Ottumwa Regional Health Center to provide wellness testing and guidance to all employees and their spouses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ottumwa, Iowa, that the proposed Healthy Choices Agreement between the City of Ottumwa, Iowa and the Ottumwa Regional Health Center is hereby approved.

That Mayor Richard W. Johnson is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of May, 2024.

CITY OF OTTUMWA, IOWA

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

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



City of Ottumwa May 2024 – May 2025

### **Comprehensive Intervention Based Wellness Package B**

- Blood Chemistry Profile (22 different tests)
- Resting Blood Pressure and Heart Rate
- Body Mass Index (Height and Weight)
- Body Composition Analysis
- Health Risk Assessment (Online)
- Personal One-on-One Consultation (Initial)

**Total Package Cost: \$75.00 per employee**

#### **Reports Included:**

- Individual report to employee
- Group aggregate annual report to employer

### **Optional Services – (inquire for pricing options)**

- Vaccination (Flu Shots \$25.00) Yes later in the year \_\_\_\_\_
- Prostate Specific Antigen (PSA) Test \$38.00 Yes at the expense of employee \_\_\_\_\_
- CBC Blood Test \$25.00 Yes at the expense of the employee \_\_\_\_\_
- A1C test \$20.00 at the expense of employee \_\_\_\_\_

**Please contact Tomi Shull Health Promotions at (641) 684 – 2664 for more information.**



**Ottumwa Regional Health Center**

**Health Promotions**

**1001 Pennsylvania Avenue**

**Ottumwa, Iowa 52501**

**(641) 684-2664**

**EXTENSION AMENDMENT TO  
HEALTHY CHOICES SERVICES AGREEMENT**

This Amendment to the Health Choices Agreement (the "Amendment") is made and entered into this 14<sup>th</sup> day of May, 2024, by **RCHP – Ottumwa, LLC d/b/a Ottumwa Regional Health Center**, (the "Hospital") and the **City of Ottumwa** (the "Employer").

**RECITALS:**

WHEREAS, the parties entered into that certain Agreement dated May 24, 2017 and which was subsequently amended on June 19, 2018, July 2, 2019 and May 19, 2020, May 14, 2021, May 23, 2022, May 23, 2023 and May 23, 2024 (collectively the "Agreement"), the parties now desire to amend the Agreement under the same terms and conditions for an additional time period as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term: The parties agree to extend the term of this Agreement for an additional 1- year period to end of May 14, 2025, unless terminated sooner in accordance with the terms of the Agreement
2. Remaining Terms: All other terms, conditions and provisions of the Agreement shall remain in full force and effect and are otherwise ratified and affirmed by the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

**HOSPITAL:** RCHP – Ottumwa, LLC  
d/b/a Ottumwa Regional Health Center

By: Wayne Davis

Name: Wayne Davis

Title: Director Physician Services

**EMPLOYER:** City of Ottumwa

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY NUMBER	BUSINESS LOCATION NAME	BUSINESS LOCATION ADDRESS	CITY STATE ZIP	TYPE OF SALES	OWNERSHIP TYPE	LEGAL OWNER NAME	LEGAL OWNER MAILING ADDRESS	CITY STATE ZIP
2135-2025	Casey's General Store #2208	1603 W. Second	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2136-2025	Casey's General Store #1886	504 W. Mary	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2137-2025	Casey's General Store #1678	346 Richmond Ave.	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2138-2025	Casey's General Store #7	1001 E. Main	Ottumwa, IA 52501	Over-the-counter	Corporation	Casey's Marketing Company	1 SE Convenience Blvd	Ankeny, IA 50021
2160-2025	BP	1340 Albia Road	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2161-2025	BP	1301 N. Court	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2162-2025	BP	1147 N. Jefferson	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2163-2025	BP	720 Richmond	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2164-2025	BP	1049 W. Second	Ottumwa, IA 52501	Over-the-counter	Corporation	Elliott Oil Company	P.O. Box 473	Ottumwa, IA 52501
2187-2025	Fareway Stores, Inc. #648	1325 Albia Rd.	Ottumwa, IA 52501	Over-the-counter	Corporation	Fareway Stores, Inc.	P.O. Box 70	Boone, IA 50036
2203-2025	Smokin Hot	2604 N. Court, Suite A.	Ottumwa, IA 52501	Over-the-counter	LLC	Smokin Hot LLC	2604 N. Court, Suite A	Ottumwa, IA 52501
2228-2025	Yesway #1012	2508 N. Court St.	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2229-2025	Yesway #1013	534 Church St.	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2230-2025	Yesway #1014	502 W. Second	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2231-2025	Yesway #1030	1317 E. Mary	Ottumwa, IA 52501	Over-the-counter	LLC	BW Gas & Convenience Retail	2301 Eagle Parkway, Suite 100	Fort Worth, TX 76177
2239-2025	Walgreens #1301	327 W. Fourth St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Walgreen Co.	P.O. Box 901	Deerfield, IL 60015
2243-2025	Dollar General #7179	721 N. Quincy Ave.	Ottumwa, IA 52501	Over-the-counter	Corporation	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
2245-2025	Dollar General #2898	921 E. Main St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Dolgencorp, LLC	Attn: Licensing, 100 Mission Ridge	Goodlettsville, TN 37072
2250-2025	Smokin' Joe's Tobacco and Liquor Outlet #5	115 Albia Rd.	Ottumwa, IA 52501	Over-the-counter	Corporation	The Outlet, Inc.	1916 N. Sturdevant St.	Davenport, IA 52804
2251-2025	Walmart #1285	1940 Venture Dr.	Ottumwa, IA 52501	Over-the-counter	Corporation	Walmart Inc.	702 SW 8th St, MS#0500	Bentonville, AR 72716-0500
2252-2025	Fine Liquor & Tobacco	821 B Albia Rd.	Ottumwa, IA 52501	Over-the-counter	LLC	3 Star Food, LLC	821 B Albia Rd.	Ottumwa, IA 52501
2253-2025	Iowa Liquor & Tobacco	1021 E. Main St.	Ottumwa, IA 52501	Over-the-counter	LLC	All Star Food, LLC	1021 E. Main St.	Ottumwa, IA 52501
2256-2025	Hy-Vee Food Store #1	1025 N. Quincy	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2257-2025	Hy-Vee Fast & Fresh #1	1027 N. Quincy	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2259-2025	Hy-Vee Fast & Fresh #2	2457 N. Court St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2260-2025	Hy-Vee Drugstore	1140 N. Jefferson St.	Ottumwa, IA 52501	Over-the-counter	Corporation	Hy-Vee, Inc.	5820 Westown Parkway	West Des Moines, IA 50266
2341-2025	MAD Ave Quik Shop	405 S. Madison Ave.	Ottumwa, IA 52501	Over-the-counter	LLC	MAD JuSTus LLC	233 W. Alta Vista Ave.	Ottumwa, IA 52501
2342-2025	Murphy USA #6945	1939 Venture Dr.	Ottumwa, IA 52501	Over-the-counter	Corporation	Murphy Oil USA, Inc.	Attn: Permits, P.O. Box 7300	El Dorado, AR 71731
4144-2025	Ross Tobacco Shop LLC	129 E. Second St.	Ottumwa, IA 52501	Over-the-counter	LLC	Ramzy Abdel-Gadir	2101 Forrest Ave	Des Moines, IA 50311
5384-2025	Pink Clouds Smoke Shop	313 N. Madison	Ottumwa, IA 52501	Over-the-counter	LLC	Ya Allah Madad LLC / Abdul Khaliq	1400 6th St. SW	Cedar Rapids, IA 52404
5475-2025	US Smoke Shop No. 1	610 Church St.	Ottumwa, IA 52501	Over-the-counter	LLC	Iowa 2011, LLC	2000 Wiley Blvd. SW Ste. 106	Cedar Rapids, IA 52404
5476-2025	US Smoke Shop No. 2	508 N. Hancock	Ottumwa, IA 52501	Over-the-counter	LLC	Iowa 36, LLC	2000 Wiley Blvd. SW Ste. 106	Cedar Rapids, IA 52404

received  
5.14.24 245

Item No. F.-1.

CITY OF OTTUMWA  
Staff Summary

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

Council Meeting of: May 21, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: RESOLUTION NO 120-2024 - INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$350,000  
GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 120-2024.

DISCUSSION:

Previously urban renewal bonds could be issued as general obligation. HF 718 changed the designation of these types of bonds that now must be issued under the General Obligation Urban Renewal designation. As such the \$350,000 budgeted to support grants and projects in the West Gate Urban Renewal Area must be issued separately from the larger GO issuance. Prior to action on the issuance of the bonds, a public hearing must be held.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

Not to Exceed \$350,000 General Obligation Urban Renewal Capital Loan Notes (ECP/UR-4)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 21, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$350,000 General Obligation Urban Renewal Capital Loan Notes, of the City of Ottumwa, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs, for essential corporate urban renewal purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$350,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at this place.



Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 120-2024

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$350,000 GENERAL OBLIGATION URBAN  
RENEWAL CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$350,000 General Obligation Urban Renewal Capital Loan Notes, for the essential corporate urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, as amended, including funding various Downtown Area Revitalization Grant Programs, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$350,000 General Obligation Urban Renewal Capital Loan Notes, for the foregoing essential corporate urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after

the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 21<sup>st</sup> day of May, 2024.

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: May 21, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 123-2024, a resolution accepting the bid and approving the sale of 535 Elma to Alma Perez for the sum of \$8,777.77

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

RECOMMENDATION: Pass and adopt Resolution No. 123-2024

DISCUSSION: The City accepted bids on this property until 2:00 PM May 9, 2024. Nine bids were submitted. Alma Perez submitted the best bid in the amount of \$8,777.77 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 123 - 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 535 ELMA TO AIMA PEREZ FOR THE SUM OF \$8,777.77

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as H BEAVERS SUB OF WMS 6TH ADD LOT 3 City of Ottumwa, Wapello County, Iowa, also known as 535 Elma and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the above mentioned property; and

WHEREAS, the City received Nine bids; and

WHEREAS, Alma Perez submitted the best bid in the amount of \$8,777.77; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Alma Perez, in the amount of \$8,777.77 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 21<sup>st</sup> day of May 2024.

City of Ottumwa, Iowa

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

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**535 ELMA**

<b>Bidder</b>	<b>Bid</b>
ariel Mills	\$2,000.00
blunt Investments	\$2,500.00
Julie Polson	\$3,010.00
Levi Kappel-gomez	\$3,500.00
Weston McKee	\$5,000.00
Wyatt Schlotter	\$5,000.00
Jesse Leon	\$5,501.00
Manny Martinez	\$6,300.00
Alma Perez	\$8,777.77

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: May 21, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 124-2024, a resolution accepting the bid and approving the sale of 508 S Moore to Manny Martinez for the sum of \$7,300.00

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

RECOMMENDATION: Pass and adopt Resolution No. 124-2024

DISCUSSION: The City accepted bids on this property until 2:00 PM May 9, 2024. Six bids were submitted. Manny Martinez submitted the best bid in the amount of \$7,300.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 124 - 2024

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 508 S MOORE TO MANNY MARTINEZ FOR THE SUM OF \$7,300.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as WILLIAMS 5TH ADD S 40' LOT 24 City of Ottumwa, Wapello County, Iowa, also known as 508 S MOORE and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the above mentioned property; and

WHEREAS, the City received Six bids; and

WHEREAS, Manny Martinez submitted the best bid in the amount of \$7,300.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Manny Martinez, in the amount of \$7,300.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 21<sup>st</sup> day of May 2024.

City of Ottumwa, Iowa

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

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



**508 S MOORE**

<b>Bidder</b>	<b>Bid</b>
<b>Julie Polson</b>	<b>\$2,010.00</b>
<b>Weston McKee</b>	<b>\$2,500.00</b>
<b>Blunt Investments</b>	<b>\$2,500.00</b>
<b>Jesse Leon</b>	<b>\$3,636.00</b>
<b>Ariel Mills</b>	<b>\$4,000.00</b>
<b>Manny Martinez</b>	<b>\$7,300.00</b>

**received**  
5-16-24 3:30p

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

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

Council Meeting of : May 21, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 127-2024: Resolution Approving and Authorizing the Conveyance of Certain Real Property to Twentyone Properties, LLC and Approving and Authorizing the Execution of a Related Purchase and Development Agreement

\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,  
Receive public comment,  
Close public hearing,  
Pass and adopt Resolution No. 127-2024.

DISCUSSION: Twentyone Properties, LLC, an entity for Kading Properties, is seeking Workforce Housing Tax Credits for an middle-density in-fill development project using City-owned vacant lots. The Council received a presentation about the proposed project at the meeting on May 7. This resolution approves a purchase agreement for up to 30 lots to be used for middle-density infill housing development.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

To provide the local incentive for this project, Staff is proposing to leverage the Build Ottumwa program to provide \$10,000 per unit. There would be no TIF incentive proposed for this project, although the developer would be able to take advantage of the Urban Revitalization Tax Abatement that is available to anyone in the City completing a qualified project. This incentive is subject to the annual appropriation of Build Ottumwa funds by the City Council.

Other terms for the purchase agreement include that the purchase is on condition of the Workforce Housing Tax Credit being approved and on condition of a due diligence period where Kading will undertake, at its expense, an acquisition study to determine the viability of each parcel and the type of development best suited to each parcel. Lots would be purchased from the City for \$125 per lot in three separate closings over 3 years. One change over what was previously discussed at the May 7 Council meeting is the cost of paying for abstracts. Updating or creating an abstract is generally a cost born by the Seller in a transaction. The City would pay all abstracting cost, rather than just the first \$500 which was originally the City's goal for the project. Kading has agreed that they will only ask the City to order abstracts for properties which clear their internal site study, so the City will not take on any cost for preparing abstracts that will not be used. Additionally, abstracts will be ordered in small batches when ready for closings, so the City will not have to order all 30 at once. In staff's view, the total benefit of the new development is worth taking on the abstracting costs.

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF OTTUMWA, IOWA**

May 21, 2024

5:30 P.M.

- Public hearing on the proposal to convey interests in real property to Twentyone Properties, L.L.C., pursuant to a proposed Purchase and Development Agreement
- Resolution approving and authorizing the conveyance of certain real property to Twentyone Properties, L.L.C. and approving and authorizing execution of a related Purchase and Development Agreement

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 21, 2024

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the proposal to convey interests in real property to Twentyone Properties, L.L.C. and to approve and authorize execution of a related Purchase and Development Agreement by and between the City of Ottumwa and Twentyone Properties, L.L.C., and that notice of the proposed action and public hearing had been published as required by the Iowa Code.

The Mayor then asked the Clerk whether any written objections or comments had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections/comments had been filed. The Mayor then called for oral objections and comments and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving objections and comments to be closed.

**(Attach here a summary of objections/comments received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO TWENTYONE PROPERTIES, L.L.C. AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE AND DEVELOPMENT AGREEMENT", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 127-2024

RESOLUTION APPROVING AND AUTHORIZING THE  
CONVEYANCE OF CERTAIN REAL PROPERTY TO  
TWENTYONE PROPERTIES, L.L.C. AND APPROVING AND  
AUTHORIZING EXECUTION OF A RELATED PURCHASE  
AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Ottumwa (the "City") has received a proposal from Twentyone Properties, L.L.C. (the "Buyer"), in the form of a proposed Purchase and Development Agreement (the "Agreement"), which Agreement proposes that the City would sell up to thirty (30) City-owned lots (the "Property") to Buyer for a purchase price of \$125 per lot and in consideration of Buyer's other obligations under the Agreement, which Property is legally described as follows:

1. 724 Norris
2. 1731 Mable
3. Wapello County Tax Parcel No. 7411000048020
4. 1726 Mable
5. Wapello County Tax Parcel No. 7411000059000
6. 1736 Mable
7. 1744 Mable
8. 1810 E Main
9. 2202 E Main
10. 2102 E Main
11. 1025 W Third
12. 621 S Sheridan
13. 610 Spring (and Parcel 007411170007000)
14. 512 Grant St.
15. 514 Grant St.
16. Wapello County Tax Parcel No. 7411170012000
17. Wapello County Tax Parcel No. 7411170013000
18. Wapello County Tax Parcel No. 7411170014000
19. Wapello County Tax Parcel No. 7411170015000
20. 201 S Van Buren
21. 507 N Wapello
22. 813 Lee
23. 817 Lee
24. 319 W Fifth
25. 1010 E Fourth
26. 315 N Ash
27. 204 S Van Buren
28. 435 N Jefferson
29. 222 Grand
30. 817 West

WHEREAS, the Agreement would require Buyer to construct workforce housing units on the lots purchased as the Property; and

WHEREAS, by Resolution adopted May 7, 2024, this Council set a public hearing on the proposed conveyance of up to thirty-four City-owned lots under the proposed Agreement for the City Council meeting on May 21, 2024, and subsequent to the May 7<sup>th</sup> Council meeting, the Agreement was revised to remove four of the originally identified lots and to change the Buyer to a different business entity related to the originally identified buyer; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapter 15A, taking into account any or all of the factors set forth in Chapter 15A, including that:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to convey the Property and to approve and authorize execution of the Agreement, and has considered the extent of any objections received from residents or property owners to said proposed action; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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



Section 1. That the Property described herein shall be conveyed by the City to Twentyone Properties, L.L.C. in exchange for \$125 per lot and in consideration of other obligations under the Agreement, pursuant to the terms and conditions of the Agreement.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including the execution of the necessary conveyance documents.

PASSED AND APPROVED this 21<sup>st</sup> day of May, 2024.

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02344482\10981-1053  
02352738\10981-1053

**PURCHASE AND DEVELOPMENT AGREEMENT  
WITH  
TWENTYONE PROPERTIES, L.L.C.**

This Purchase and Development Agreement (the “**Agreement**”) is entered into by and between the City of Ottumwa, Iowa, a municipality (the “**City**”) and Twentyone Properties, L.L.C., an Iowa limited liability company (the “**Developer**”), on or as of \_\_\_\_\_, 2024.

WHEREAS, the City has received a proposal from the Developer for the purchase and redevelopment of up to 30 lots owned by the City, as described on Exhibit A attached hereto (the “**Available Lots**”); and

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

**ARTICLE I. CONVEYANCE OF THE PROPERTY**

Section 1.1. Due Diligence - Available Lots.

a. Following the execution of the Agreement through August 19, 2024 (the “**Due Diligence Period**”), Developer may, at Developer’s expense, perform an acquisition study to determine the suitability of the Available Lots for Developer’s intended use, which study may include, but not be limited to, a physical inspection of the Available Lots by persons of Developer’s choice; Developer’s evaluation of the area of the Available Lots and availability to the Available Lots of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Developer’s evaluation of parking availability, traffic flow, and ingress and egress to and from the Available Lots; Developer’s evaluation of the zoning classification of the Available Lots; Developer’s inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Available Lots in any manner whatsoever; preparation, review, and approval of the Developer’s site and development plans for the Available Lots, if any, by all governing agencies and necessary third parties; and other aspects of the Available Lots pertaining to its use for Developer’s purposes.

b. During the Due Diligence Period, Developer shall notify the City, in writing, of the Available Lots that the Developer has elected to purchase under the terms and conditions set forth in this Agreement; furthermore, such notice shall identify the particular lots that the Developer seeks to acquire as of the first Closing Date (further described in Section 1.3). Following such written notice, the Available Lots that Developer has elected to purchase shall comprise and may be collectively referred to as the “**Property**.”

c. In the event Developer is not satisfied for any reason whatsoever with the results of its acquisition study of the Available Lots, then on or before the expiration of the Due Diligence Period, Developer may, in its sole discretion, terminate this Agreement by providing written notice to the City.

Section 1.2. Sale of Property. For the purchase price of \$125 per lot (the “**Purchase Price**”) and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Property, subject to easements and appurtenant servient estates, and any zoning and other ordinances and subject to a reversionary right held by the City in each lot included in the Property, which the City may exercise as described in Section 4.3. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Iowa Code Section 364.7. Developer shall pay the Purchase Price to the City by wire transfer, cashier’s check, or cash at the Closing (subject to prorations, reductions, and credits as provided below).

Section 1.3. Closing Dates; Conditions to Closing.

a. The transfer of the Property shall occur through three closings, each to occur on or before the following dates (each a “**Closing Date**”): (1) September 19, 2024; (2) September 19, 2025; and (3) September 18, 2026. On each Closing Date, subject to satisfaction of the conditions precedent described in Section 1.3(c), the City shall transfer title of approximately one-third of the lots included in the Property to Developer and Developer shall pay the Purchase Price for the lots transferred on that Closing Date, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder. Each transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the “**Deed**”) for the lots included in the Property being conveyed on the particular Closing Date (the “**Closing Lots**”) (which Deed shall reference the City’s reversionary rights), the filing of all title transfer documents, and the City’s receipt of all funds due as of the particular Closing Date from Developer under this Agreement (“**Closing**”). Possession of the Closing Lots shall be delivered to Developer on the respective Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City’s possession of such lots shall be made as of the respective Closing Date. All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

b. Developer shall confirm in writing to the City, at least 30 days prior to each Closing Date, which of the lots included in the Property that the Developer seeks to acquire as the “Closing Lots” for the next Closing Date. The written election notice delivered during the Due Diligence Period shall satisfy this written confirmation requirement for the lots to be transferred as of the first Closing Date.

c. As of each Closing Date, the parties’ obligations to complete each Closing shall be subject to the satisfaction of the following conditions:

- i. Developer is in compliance with all terms of this Agreement;
- ii. Developer has received incentives for development on the Closing Lots under the State of Iowa’s Workforce Housing Tax Credits Program; and
- iii. Developer is in compliance with the requirements of the State of Iowa’s

Workforce Housing Tax Credits Program with respect to any projects located within the City;

iv. The City has approved any applications for building permits/site plan approvals with respect to the Closing Lots, provided the applications were submitted by the Developer to the City at least ten (10) business days prior to the Closing Date;

v. The City Council or City's Board of Adjustment, as applicable, has approved any rezoning requests or variance applications with respect to the Closing Lots, provided the zoning requests were submitted by the Developer to the City at least twenty (20) business days prior to the Closing Date;

vi. Developer has received results of any environmental testing that Developer elects to complete on each Closing Lot and the results of such testing are satisfactory to Developer;

vii. Developer has determined to its satisfaction that the location and accessibility of sewer and water hookups and lines for each Closing Lot;

viii. Developer has determined to its satisfaction that there is access from public right-of-way to each Closing Lot; and

ix. An attorney of Developer's choosing has completed a review of title for the Closing Lots, consistent with Section 1.8 of this Agreement, and all title objections/requirements identified in the attorney's title opinion have been addressed.

Section 1.4. Closing Costs. At each Closing, each party agrees to pay the following costs, respectively:

a. The City agrees to pay:

- i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
- ii. The cost of providing an updated abstract for each of the Closing Lots, to be ordered by the City following the City's receipt of written notice from the Developer of the lots included in the Property that the Developer seeks to acquire as the "Closing Lots" for the next Closing Date.
- iii. Recording fees for the City proceedings showing City authorization of sale of the Closing Lots and for other documents recorded to address or cure title defects identified.
- iv. Transfer taxes, if applicable.

b. The Developer agrees to pay:

- i. The Purchase Price for the Closing Lots.

- ii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
- iii. Recording fees for the Deed.

Section 1.5. Real Estate Taxes; Special Assessments. The Developer acknowledges that the Seller is a tax-exempt government entity, and the Developer agrees that the Seller shall not be required to pay any real estate taxes or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Developer shall pay all subsequent special assessments.

Section 1.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.7. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.7.

Section 1.8. Abstract and Title. Promptly following the City's receipt of written notice from the Developer of the lots included in the Property that the Developer seeks to acquire as the "Closing Lots" for the next Closing Date (or, in the case of the first Closing Date, following the City's receipt of the written election notice delivered during the Due Diligence Period), the City will place an order for an abstract of title for each of the proposed Closing Lots. Each abstract will be delivered to an attorney of Developer's choosing for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this Agreement

by giving 10 calendar days written notice to the other party. The abstracts ordered for the Closing Lots for a particular Closing Date shall become the property of Developer upon completion of completion of all Closing obligations for the respective Closing Date, including but not limited to payment of all costs owed by Developer for the Closing.

Section 1.9. Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

## **ARTICLE II. REDEVELOPMENT OBLIGATIONS**

Section 2.1. Completion of Improvements. Developer shall undertake and complete the construction of improvements on the Property to renovate and/or redevelop the lots included in the Property for workforce housing (the "**Improvements**"), as further described on the attached Exhibit B. Developer shall complete the Improvements on or before the Termination Date. Developer shall have obtained or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully completed.

Section 2.2. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to completion of the Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.3. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Developer's obligations hereunder.

Section 2.4. Insurance. The Developer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property and Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 2.5. Liens on Property. Prior to the completion of the Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Improvements.

Section 2.6. Assignment. Prior to the completion of the Improvements (and issuance of a final certificate of occupancy for the same), Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer. If a transferee or assignee is approved as successor to Developer pursuant to this Section, then the successor entity or individual shall comply with all provisions of this Agreement and shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Improvements shall commence and be completed within the time limits set forth in Exhibit B; (b) the Improvements shall be constructed and completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Exhibit B; (c) the Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of constructing the Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property (and the Improvements, once constructed) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 2.9. Build Ottumwa Incentives. For and in consideration of the lot redevelopment obligations being undertaken by Developer pursuant to the terms and conditions of this Agreement, and specifically for the construction of workforce housing on the Property, the City agrees to provide a local match incentive for the Developer's project of up to \$340,000 (\$10,000 per constructed workforce housing unit) through the Build Ottumwa Program, subject to the following terms and conditions:

a. Within sixty (60) days after the issuance of a final certificate of occupancy for a workforce housing unit constructed on the Property by Developer in compliance with the terms of this Agreement and the requirements of the State of Iowa's Workforce Housing Tax Credits Program, the City shall provide Developer with a \$10,000 grant per qualifying housing unit.

b. Each grant shall be payable solely and only from City funds appropriated for the Build Ottumwa Program. Each grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section 2.9(b) is



intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future grant payments under this Agreement shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. Notwithstanding the provisions of this Section 2.9, the City shall have no obligation to make a grant payment to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of City funds to make the grant to Developer, as contemplated under this Agreement, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under applicable provisions of the Iowa Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer, and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. In the event that Developer is in default under this Agreement, and such default has not been cured or cannot reasonably be cured before the payment of the next grant, then the City shall have no obligation to make the grant payment, in addition to having the remedies set forth in Section 4.2.

### **ARTICLE III. RELEASE AND INDEMNIFICATION**

#### **Section 3.1. Release and Indemnification Covenants.**

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified Parties"), from covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property arising after Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Improvements or Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers,

agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article III shall survive the termination of this Agreement.

#### **ARTICLE IV. DEFAULT AND REMEDIES**

Section 4.1. Events of Default – Prior to Closing. Prior to Closing, the parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this Agreement, the Developer's sole and exclusive remedy will be to terminate this Agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the City.

b. If the Developer breaches, repudiates, or otherwise fails to timely perform this Agreement, the City's sole and exclusive remedy will be to terminate this Agreement by written notice to the Developer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the Developer.

Section 4.2. Events of Default – After Closing. After Closing, if (i) the Developer fails to cause the Improvements to be completed pursuant to the terms and conditions of this Agreement; (ii) the Property, or any portion thereof, is put up for tax sale by the County; (iii) mortgage foreclosure proceedings are initiated for the Property, or any portion thereof, or any improvements thereon; (iv) the Developer files any petition in bankruptcy or similar action; or (v) the Developer otherwise fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, then the City may deliver written notice to the Developer of such event of default. If Developer fails to cure said default within thirty (30) days after the written notice, then the City may (i) terminate this Agreement upon written notice to the Developer; (ii) demand payment of a default penalty of \$1,000 per lot previously purchased by Developer; (ii) seek to enforce any reversionary right it retains in the Property, as further described in Section 4.3; and/or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. Reversionary Right. As security for the Developer's completion of the required Improvements, the City shall hold a reversionary right in the Property until a final certificate of occupancy has been issued for the completed Improvements. If Developer defaults under this Agreement prior to completion of the required Improvements and issuance of a final certificate of occupancy for the Improvements, then following the 30-day cure period described in Section 4.2, the City may exercise its reversionary right by delivering written notice to the Developer of its intent to exercise the reversionary right and re-take title to the Property. Within thirty (30) days after the written notice, the Developer shall take all reasonable steps to ensure

the City acquires marketable legal title to the Property, including without limitation, the execution of a deed conveying the Property to the City and causing all liens that have attached to the Property since Closing to be released in full.

#### **ARTICLE V. MISCELLANEOUS**

Section 5.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the respective party at the address provided below, or to any other address as shall be furnished in writing by the respective party:

If to the City:

City of Ottumwa, Iowa  
105 E. Third St.  
Ottumwa, Iowa 52501

If to the Developer:

Twentyone Properties, L.L.C.  
7008 Madison Ave  
Urbandale, IA 50323

Section 5.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.4. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing. The terms of this Agreement shall survive Closing until the Termination Date.

Section 5.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after September 1, 2031 (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

(SEAL)

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Richard Johnson, Mayor

ATTEST:

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

TWENTYONE PROPERTIES, L.L.C.  
an Iowa limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

This record acknowledged before me on \_\_\_\_\_, 2024 by  
\_\_\_\_\_ as the \_\_\_\_\_ of Twentyone Properties, L.L.C.

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LOTS INCLUDED IN THE "PROPERTY"**

1. 724 Norris
2. 1731 Mable
3. Wapello County Tax Parcel No. 7411000048020
4. 1726 Mable
5. Wapello County Tax Parcel No. 7411000059000
6. 1736 Mable
7. 1744 Mable
8. 1810 E Main
9. 2202 E Main
10. 2102 E Main
11. 1025 W Third
12. 621 S Sheridan
13. 610 Spring (and Parcel 007411170007000)
14. 512 Grant St.
15. 514 Grant St.
16. Wapello County Tax Parcel No. 7411170012000
17. Wapello County Tax Parcel No. 7411170013000
18. Wapello County Tax Parcel No. 7411170014000
19. Wapello County Tax Parcel No. 7411170015000
20. 201 S Van Buren
21. 507 N Wapello
22. 813 Lee
23. 817 Lee
24. 319 W Fifth
25. 1010 E Fourth
26. 315 N Ash
27. 204 S Van Buren
28. 435 N Jefferson
29. 222 Grand
30. 817 West

**EXHIBIT B**  
**REQUIRED IMPROVEMENTS**

The required Improvements under this Agreement will consist of a variety of residential dwelling units, constructed as infill residential housing on the lots that Developer purchases under the terms and conditions of this Agreement. Single family units constructed as part of the Improvements will include at least 1,000 square feet and multifamily units constructed as part of the Improvements will include at least 800 square feet.

02343232\10981-1053

received  
5.16.24 1045

Item No. H.-1.

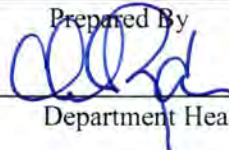
# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: May 21, 2024

Police  
Department

Lt. Mickey Hucks

Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Consideration of grant application to the Bureau of Justice Assistance to participate in the 2024 Bulletproof Vest Partnership Program.

\*\*\*\*\*

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

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

RECOMMENDATION: To authorize the submission of the grant over the Internet and authorize the Mayor or Chief of Police to sign any related documents as may be required.

DISCUSSION: Bulletproof vests have a life span of five years. As a result, the Department currently budgets for the purchase vests per year depending on the need. This grant will cover purchases made between April 1, 2024 and August 31, 2026. The Bureau of Justice Assistance has established the Bulletproof Vest Partnership Program in order to assist law enforcement agencies with purchasing bulletproof vests for their officers. The program will reimburse up to 50% of the cost of vests after they have been purchased. The actual percentage of reimbursement will be determined at a later date and will depend upon the number of total applications. The application and

Source of Funds: 001-1-110-6627

Budgeted Item:  Budget Amendment Needed: No



reimbursement process is conducted over the Internet. The application will request five (12) vests in the amount of \$14,676 for a possible reimbursement of \$7,338. The application must be submitted online by 6:00 p.m. (Eastern Time), June 10, 2024.



# REVIEW APPLICATION

## 1. Agency Profile

## 2. Application

2.1 Agency Profile

2.2 Manage Application

2.3 Review Application

2.4 Agency-Worn PPE

2.5 Submit Application

## 3. Payment

## 4. Status

## 5. Personal Information

## Help



Application Profile



Application



NIJ Approved Vests

Submit Application

Below is the current status of your application. To add more vests to your application or to make modifications to your application, use either the 'Update Details' link in the 'Application Status' column or step 'Manage Application' in the left hand menu bar.

### APPLICATION PROFILE

<b>Participant</b>	OTTUMWA CITY
<b>Fiscal Year</b>	2024
<b>Number of Agencies Applied</b>	1
<b>Total Number of Officers for Application</b>	40

**JUR: OTTUMWA CITY,  
IA**

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)

**Number of Officers on  
Approved Applications** 40

APPLICATION PROFILE

**Fiscal Year** 2024

**Vest Replacement Cycle**  
① 5

**Number of Officers** 40

**Number of Stolen or  
Damaged  
Emergency  
Replacement  
Needs** ① **Number of  
Officer  
Turnover** 0

**Number of  
Officer  
Turnover** 2

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
OTTUMWA CITY	12	\$14,676.00		Created <a href="#">Update Details</a>
Grand Totals:	12	\$14,676.00		

PROCEED TO SUBMIT APPLICATION

**received**  
5/16/24 1045

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

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

Council Meeting of : May 21, 2024

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution #117-2024 - Approve changes to Compensation Handbook

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

RECOMMENDATION: Pass and adopt resolution #117-2024

DISCUSSION:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Changes are as follows:

- 1) Added "FY24" to the heading on page 19
- 2) Added page 20 to reflect a 3.2% COLA increase as approved from FY25 budget.
- 3) Changed title of Beach Supervisor to Aquatic Facilities Manager on Appendix A - Classification Structure.
- 4) Added Aquatic Facilities Manager to Grade 7 list (Classification Framework) - this is a position that was budgeted for as a full-time supervisor at The Beach Ottumwa and approved from FY25 budget.

RESOLUTION NO. 117-2024

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

**WHEREAS**, the City of Ottumwa, Iowa had approved a Compensation Handbook on July 18, 2023, which incorporated a classification framework and wage structure as part of the document, and;

**WHEREAS**, staff for the City of Ottumwa updated the assigned grade for a newly titled position of Aquatic Facility Manager (previously Beach Supervisor with additional duties), and;

**WHEREAS**, staff for the City of Ottumwa updated the wage structure for FY25 based upon approved budgets, and;

**WHEREAS**, staff has reviewed the current classification and wage structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of May 22, 2024.

**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 22<sup>nd</sup> day of May, 2024.

CITY OF OTTUMWA, IOWA

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Richard W. Johnson, Mayor

ATTEST:

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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.

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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 midpoint to be at the 75<sup>th</sup> 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 75<sup>th</sup> percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure 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**

<b>Term</b>	<b>Definition</b>
<b>Position</b>	A position is the job held by one person. It is the set of duties assigned to an individual.
<b>Classification</b>	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
<b>Classification Specification</b>	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"> <li>• A description of the type and level of work;</li> <li>• 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;</li> <li>• 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).</li> </ul>
<b>Classification Series</b>	<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"> <li>• The volume of work;</li> <li>• The number or variety of specific assignments;</li> <li>• An employee's longevity in a current classification; or</li> <li>• A change in reporting relationships.</li> </ul>
<b>Classification Structure</b>	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
<b>Classification Titles</b>	<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>
<b>Position Description Questionnaire (PDQ)</b>	<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.

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### **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.

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### **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 Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 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	Airport Facilities 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	Janitor	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 Generalist	1
Human Resources	HR	Director of Human Resources	2
Library	Library	Library Assistant	1
Library	Library	Librarian	2
Library	Library	Reference Librarian	3
Library	Library	Youth Services Librarian	3
Library	Library	Library Manager	4
Library	Library	Library Director	5
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	Aquatic Facility Supervisor	5
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	6
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	Gatekeeper	1
Community Development	Recycling	Demanufacturing Technician	2
Community Development	Recycling	Recycling Coordinator	3

Job Family	Series Title	New Class Title	Series Level
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	Equipment Operator	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
Stand along	Stand alone	Public Information Officer	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
<b>MANAGEMENT (EXEMPT)</b>	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 Public Works – with PE License	15
			Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works – without PE license	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
			Police Lieutenant	12
			IT Manager	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.	Director of Parks & Recreation	12
			Deputy Fire Chief	11
Water Superintendent			11	

Occupational Group	Title	Level Definition	Position Title	Grade
<b>PROFESSIONAL (EXEMPT)</b>	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
			Police Sergeant	10
			Accountant	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.	Assistant Fire Chief	9
			Aviation Services Supervisor	9
			City Clerk	9
			Senior Electrician	9
			WPCF Maintenance Supervisor	8
	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 Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Landfill Supervisor	8
			Police Officer	8
			Maintenance Electrician	8
			Garage Supervisor	8

Occupational Group	Title	Level Definition	Position Title	Grade
<b>TECHNICAL/SPECIALIST (NON-EXEMPT)</b>	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
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Library Manager	7
			Recycling Coordinator	7
			<b>Aquatic Facilities Manager</b>	<b>7</b>
			HR Generalist	7
			Public Information Officer	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
Mechanic			6	

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	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.	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.	911 Communication Specialist	4
			Accounting Specialist	4
			De-manufacturing Technician	4
			Engineering Aide	4
			Maintenance Worker	4
			Reference Librarian	4
			Youth Services Librarian	4



Occupational Group	Title	Level Definition	Position Title	Grade
<b>SUPPORT (NON-EXEMPT)</b>	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.	Airport Facilities Technician	1
			Gatekeeper	1
			Grounds Worker	1
			Janitor	1
Lifeguard			1	
Parking Attendant			1	

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 Year	Step 9 3 Year	Step 10 3 Year	Step 11 3 Year	Step 12 3 Year	Step 13 3 Year
1	\$ 33,092.80	\$ 33,904.00	\$ 34,736.00	\$ 35,568.00	\$ 36,400.00	\$ 37,232.00	\$ 38,043.20	\$ 38,875.20	\$ 39,707.20	\$ 40,539.20	\$ 41,350.40	\$ 42,182.40	\$ 43,014.40
2	\$ 36,400.00	\$ 37,294.40	\$ 38,209.60	\$ 39,124.80	\$ 40,040.00	\$ 40,934.40	\$ 41,849.60	\$ 42,764.80	\$ 43,680.00	\$ 44,574.40	\$ 45,489.60	\$ 46,404.80	\$ 47,320.00
3	\$ 40,040.00	\$ 41,038.40	\$ 42,036.80	\$ 43,035.20	\$ 44,033.60	\$ 45,032.00	\$ 46,030.40	\$ 47,028.80	\$ 48,048.00	\$ 49,046.40	\$ 50,044.80	\$ 51,043.20	\$ 52,041.60
4	\$ 44,033.60	\$ 45,136.00	\$ 46,238.40	\$ 47,340.80	\$ 48,443.20	\$ 49,545.60	\$ 50,648.00	\$ 51,750.40	\$ 52,832.00	\$ 53,934.40	\$ 55,036.80	\$ 56,139.20	\$ 57,241.60
5	\$ 48,443.20	\$ 49,649.60	\$ 50,856.00	\$ 52,062.40	\$ 53,289.60	\$ 54,496.00	\$ 55,702.40	\$ 56,908.80	\$ 58,115.20	\$ 59,342.40	\$ 60,548.80	\$ 61,755.20	\$ 62,961.60
6	\$ 53,289.60	\$ 54,620.80	\$ 55,952.00	\$ 57,283.20	\$ 58,614.40	\$ 59,945.60	\$ 61,276.80	\$ 62,608.00	\$ 63,939.20	\$ 65,270.40	\$ 66,601.60	\$ 67,932.80	\$ 69,264.00
7	\$ 58,614.40	\$ 60,070.40	\$ 61,547.20	\$ 63,003.20	\$ 64,459.20	\$ 65,936.00	\$ 67,392.00	\$ 68,868.80	\$ 70,324.80	\$ 71,801.60	\$ 73,257.60	\$ 74,713.60	\$ 76,190.40
8	\$ 64,459.20	\$ 66,081.60	\$ 67,683.20	\$ 69,305.60	\$ 70,907.20	\$ 72,529.60	\$ 74,131.20	\$ 75,753.60	\$ 77,355.20	\$ 78,977.60	\$ 80,579.20	\$ 82,201.60	\$ 83,803.20
9	\$ 70,907.20	\$ 72,696.00	\$ 74,464.00	\$ 76,232.00	\$ 78,000.00	\$ 79,768.00	\$ 81,556.80	\$ 83,324.80	\$ 85,092.80	\$ 86,860.80	\$ 88,649.60	\$ 90,417.60	\$ 92,185.60
10	\$ 78,000.00	\$ 79,955.20	\$ 81,910.40	\$ 83,844.80	\$ 85,800.00	\$ 87,755.20	\$ 89,710.40	\$ 91,644.80	\$ 93,600.00	\$ 95,555.20	\$ 97,510.40	\$ 99,444.80	\$ 101,400.00
11	\$ 85,800.00	\$ 87,942.40	\$ 90,084.80	\$ 92,248.00	\$ 94,390.40	\$ 96,532.80	\$ 98,675.20	\$ 100,817.60	\$ 102,960.00	\$ 105,102.40	\$ 107,244.80	\$ 109,387.20	\$ 111,550.40
12	\$ 94,390.40	\$ 96,740.80	\$ 99,091.20	\$ 101,462.40	\$ 103,812.80	\$ 106,184.00	\$ 108,534.40	\$ 110,905.60	\$ 113,256.00	\$ 115,606.40	\$ 117,977.60	\$ 120,328.00	\$ 122,699.20
13	\$ 103,812.80	\$ 106,412.80	\$ 109,012.80	\$ 111,612.80	\$ 114,192.00	\$ 116,792.00	\$ 119,392.00	\$ 121,992.00	\$ 124,571.20	\$ 127,171.20	\$ 129,771.20	\$ 132,371.20	\$ 134,971.20
14	\$ 114,192.00	\$ 117,062.40	\$ 119,912.00	\$ 122,761.60	\$ 125,611.20	\$ 128,481.60	\$ 131,331.20	\$ 134,180.80	\$ 137,030.40	\$ 139,900.80	\$ 142,750.40	\$ 145,600.00	\$ 148,449.60
15	\$ 125,611.20	\$ 128,752.00	\$ 131,892.80	\$ 135,033.60	\$ 138,174.40	\$ 141,315.20	\$ 144,456.00	\$ 147,596.80	\$ 150,737.60	\$ 153,878.40	\$ 157,019.20	\$ 160,160.00	\$ 163,300.80
16	\$ 138,174.40	\$ 141,627.20	\$ 145,080.00	\$ 148,553.60	\$ 152,006.40	\$ 155,459.20	\$ 158,912.00	\$ 162,364.80	\$ 165,817.60	\$ 169,270.40	\$ 172,723.20	\$ 176,176.00	\$ 179,628.80
17	\$ 152,006.40	\$ 155,792.00	\$ 159,598.40	\$ 163,404.80	\$ 167,190.40	\$ 170,996.80	\$ 174,803.20	\$ 178,588.80	\$ 182,395.20	\$ 186,201.60	\$ 189,987.20	\$ 193,793.60	\$ 197,600.00
18	\$ 167,190.40	\$ 171,371.20	\$ 175,552.00	\$ 179,732.80	\$ 183,913.60	\$ 188,094.40	\$ 192,275.20	\$ 196,456.00	\$ 200,636.80	\$ 204,817.60	\$ 208,998.40	\$ 213,179.20	\$ 217,360.00

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

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

<b>Seasonal / Contracted Employees</b>	
<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>	
WPCF Contracted (with certifications)	\$20.00 per hour

3.2% COLA – Effective July 1, 2024

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 year	Step 9 3 year	Step 10 3 year	Step 11 3 year	Step 12 3 year	Step 13 3 year
1	\$ 34,151.77	\$ 34,988.93	\$ 35,847.55	\$ 36,706.18	\$ 37,564.80	\$ 38,423.42	\$ 39,260.58	\$ 40,119.21	\$ 40,977.83	\$ 41,836.45	\$ 42,673.61	\$ 43,532.24	\$ 44,390.86
2	\$ 37,564.80	\$ 38,487.82	\$ 39,432.31	\$ 40,376.79	\$ 41,321.28	\$ 42,244.30	\$ 43,188.79	\$ 44,133.27	\$ 45,077.76	\$ 46,000.78	\$ 46,945.27	\$ 47,889.75	\$ 48,834.24
3	\$ 41,321.28	\$ 42,351.63	\$ 43,381.98	\$ 44,412.33	\$ 45,442.68	\$ 46,473.02	\$ 47,503.37	\$ 48,533.72	\$ 49,585.54	\$ 50,615.88	\$ 51,646.23	\$ 52,676.58	\$ 53,706.93
4	\$ 45,442.68	\$ 46,580.35	\$ 47,718.03	\$ 48,855.71	\$ 49,993.38	\$ 51,131.06	\$ 52,268.74	\$ 53,406.41	\$ 54,522.62	\$ 55,660.30	\$ 56,797.98	\$ 57,935.65	\$ 59,073.33
5	\$ 49,993.38	\$ 51,238.39	\$ 52,483.39	\$ 53,728.40	\$ 54,994.87	\$ 56,239.87	\$ 57,484.88	\$ 58,729.88	\$ 59,974.89	\$ 61,241.36	\$ 62,486.36	\$ 63,731.37	\$ 64,976.37
6	\$ 54,994.87	\$ 56,368.67	\$ 57,742.46	\$ 59,116.26	\$ 60,490.06	\$ 61,863.86	\$ 63,237.66	\$ 64,611.46	\$ 65,985.25	\$ 67,359.05	\$ 68,732.85	\$ 70,106.65	\$ 71,480.45
7	\$ 60,490.06	\$ 61,992.65	\$ 63,516.71	\$ 65,019.30	\$ 66,521.89	\$ 68,045.95	\$ 69,548.54	\$ 71,072.60	\$ 72,575.19	\$ 74,099.25	\$ 75,601.84	\$ 77,104.44	\$ 78,628.49
8	\$ 66,521.89	\$ 68,196.21	\$ 69,849.06	\$ 71,523.38	\$ 73,176.23	\$ 74,850.55	\$ 76,503.40	\$ 78,177.72	\$ 79,830.57	\$ 81,504.88	\$ 83,157.73	\$ 84,832.05	\$ 86,484.90
9	\$ 73,176.23	\$ 75,022.27	\$ 76,846.85	\$ 78,671.42	\$ 80,496.00	\$ 82,320.58	\$ 84,166.62	\$ 85,991.19	\$ 87,815.77	\$ 89,640.35	\$ 91,486.39	\$ 93,310.96	\$ 95,135.54
10	\$ 80,496.00	\$ 82,513.77	\$ 84,531.53	\$ 86,527.83	\$ 88,545.60	\$ 90,563.37	\$ 92,581.13	\$ 94,577.43	\$ 96,595.20	\$ 98,612.97	\$ 100,630.73	\$ 102,627.03	\$ 104,644.80
11	\$ 88,545.60	\$ 90,756.56	\$ 92,967.51	\$ 95,199.94	\$ 97,410.89	\$ 99,621.85	\$ 101,832.81	\$ 104,043.76	\$ 106,254.72	\$ 108,465.68	\$ 110,676.63	\$ 112,887.59	\$ 115,120.01
12	\$ 97,410.89	\$ 99,836.51	\$ 102,262.12	\$ 104,709.20	\$ 107,134.81	\$ 109,581.89	\$ 112,007.50	\$ 114,454.58	\$ 116,880.19	\$ 119,305.80	\$ 121,752.88	\$ 124,178.50	\$ 126,625.57
13	\$ 107,134.81	\$ 109,818.01	\$ 112,501.21	\$ 115,184.41	\$ 117,846.14	\$ 120,529.34	\$ 123,212.54	\$ 125,895.74	\$ 128,557.48	\$ 131,240.68	\$ 133,923.88	\$ 136,607.08	\$ 139,290.28
14	\$ 117,846.14	\$ 120,808.40	\$ 123,749.18	\$ 126,689.97	\$ 129,630.76	\$ 132,593.01	\$ 135,533.80	\$ 138,474.59	\$ 141,415.37	\$ 144,377.63	\$ 147,318.41	\$ 150,259.20	\$ 153,199.99
15	\$ 129,630.76	\$ 132,872.06	\$ 136,113.37	\$ 139,354.68	\$ 142,595.98	\$ 145,837.29	\$ 149,078.59	\$ 152,319.90	\$ 155,561.20	\$ 158,802.51	\$ 162,043.81	\$ 165,285.12	\$ 168,526.43
16	\$ 142,595.98	\$ 146,159.27	\$ 149,722.56	\$ 153,307.32	\$ 156,870.60	\$ 160,433.89	\$ 163,997.18	\$ 167,560.47	\$ 171,123.76	\$ 174,687.05	\$ 178,250.34	\$ 181,813.63	\$ 185,376.92
17	\$ 156,870.60	\$ 160,777.34	\$ 164,705.55	\$ 168,633.75	\$ 172,540.49	\$ 176,468.70	\$ 180,396.90	\$ 184,303.64	\$ 188,231.85	\$ 192,160.05	\$ 196,066.79	\$ 199,995.00	\$ 203,923.20
18	\$ 172,540.49	\$ 176,855.08	\$ 181,169.66	\$ 185,484.25	\$ 189,798.84	\$ 194,113.42	\$ 198,428.01	\$ 202,742.59	\$ 207,057.18	\$ 211,371.76	\$ 215,686.35	\$ 220,000.93	\$ 224,315.52

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<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

**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

- 
- Less than 1 year
- 
- 
- 1-3 years
- 
- 
- 3-5 years
- 
- 
- 5-10 years
- 
- 
- 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:

<b>DO</b>	<p>List responsibilities that make up at least 5% of your time.</p> <p>Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.</p> <p>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.</p> <p>Follow the format of what, how and why – “I do this, by doing this, in order to...”</p> <p>Indicate how often you perform each duty in the “Frequency” column.</p> <p>Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. <i>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.</i></p>
<b>DON'T</b>	<p>Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.</p> <p>List specific tasks (e.g., complete weekly project status report).</p> <p>Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.</p> <p>Use acronyms.</p> <p>Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.</p>
<p><b>Example</b></p> <p><u>DON'T</u> WRITE “Prepares quality assurance reports”</p> <p><u>DO</u> 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.</p>	

Essential Duties (What you do and how you do it.)	Decisions Required	Frequency	% of Time
<b>EXAMPLES: (List actual essential duties below examples)</b>			
<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 <b>entry into your job?</b>	
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
<b>Climbing:</b> 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
<b>Balancing:</b> 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
<b>Stooping:</b> 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
<b>Kneeling:</b> Bending legs at knee to come to a rest on knee or knees.	Pull down menu options	Pull down menu options
<b>Crouching:</b> Bending the body downward and forward by bending leg and spine.	Pull down menu options	Pull down menu options
<b>Crawling:</b> Moving about on hands and knees or hands and feet.	Pull down menu options	Pull down menu options
<b>Reaching:</b> Extending hand(s) and arm(s) in any direction.	Pull down menu options	Pull down menu options
<b>Standing:</b> 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
<b>Walking:</b> Moving about on foot to accomplish tasks, particularly for long distances.	Pull down menu options	Pull down menu options
<b>Pushing:</b> 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
<b>Pulling:</b> 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
<b>Lifting:</b> 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
<b>Fingering:</b> 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
<b>Grasping:</b> Applying pressure to an object with the fingers or palm.	Pull down menu options	Pull down menu options
<b>Feeling:</b> 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
<b>Talking:</b> 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
<b>Hearing:</b> 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
<b>Seeing:</b> The ability to perceive the nature of objects by the eye.	Pull down menu options	Pull down menu options
<b>Repetitive Motions:</b> 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

Employee Name \_\_\_\_\_

Department \_\_\_\_\_ Current Position \_\_\_\_\_

Type of certification (please check one)

- Professional (general work in a profession)
- Operational / Product-specific

Name of Certification received \_\_\_\_\_

Description of how certification obtained is pertinent to the current position

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This certificate is used \_\_\_\_\_ times a \_\_\_\_\_

(daily/weekly/monthly/annually)

I understand that my pay will be adjusted \_\_\_\_\_ (step / grade) due to earning this certification. I understand that it is my responsibility to keep the certification current as necessary. If I let the certification lapse or expire, I understand that I will lose the pay adjustment mentioned above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HR Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator Signature

\_\_\_\_\_  
Date

*\*Please attach a copy of the certification received with this notice.*

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

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

Council Meeting of: May 21, 2024

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution #118-2024- Approve updates to Personnel Policy

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #118-2024

DISCUSSION: Changes are on the next page:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Updated all references of "him/her" to "they/them/their"

#### Article 5 – Civil Service

1) Updated that the HR Department keeps records and serves as the clerk of the commission.

#### Article 8 – Wages / Job Classifications

1) Changed Comp Time carry over to reset in January of each year rather than November.

#### Article 9 – Hours of Work

1) Added wording to match the collective bargaining agreements regarding lunches and breaks

#### Added Article 10 – Probationary Period (as outlined in conjunction with Civil Service Code)

1) All subsequent articles will change numbers

#### Article 11 – Benefits

##### 1) Holiday

a. changed that Police are granted holidays as of January 1st  
b. updated that those that work on a holiday receive an overtime rate of 1.75 for hours worked – this matches the collective bargaining agreements

##### 2) Sick

a. changed that dependent sick runs the calendar year  
b. Pay outs will be made the first payday after January 1st  
c. Casual sick – changed that casual sick is granted by calendar year

3) Incentive – changed that the reset period will be January 1 each year

4) Parental Leave – changed dependent sick time to calendar year

5) Funeral Leave – added "Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee." – matches collective bargaining agreements

#### Article 18 – Accident Review

1) Updated that all reports and investigations are completed by the HR Department and Department Head.

2) Updated the formatting to understand it better

#### Article 30 – Dress Code

1) Rearranged items – there were a number of paragraphs that were repeats of others.

RESOLUTION NO. 118-2024

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 Civil Service, Wages / Job Classifications, Hours of Work, Benefits, Accident Review and Dress Code as part of the document and;

**WHEREAS**, staff for the City of Ottumwa has reviewed the current policies regarding Civil Service, Wages / Job Classifications, Hours of Work, Benefits, Accident Review and Dress Code 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 for the City of Ottumwa has added a section outlining the probationary period as referenced in Iowa Civil Service Code, 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 May 22<sup>nd</sup>, 2024.

**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 22<sup>nd</sup> day of May, 2024.

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  
May 2024**

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## ARTICLE 1. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*For further information, please contact Human Resources.*

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

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

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

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

#### **Background Checks:**

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

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

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

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

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

Information will be reviewed to determine:

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

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

**Recalling or reinstating former employees**

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

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

**Recall from Layoff:**

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

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

**Reinstatement:**

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

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

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

**ARTICLE 5. CIVIL SERVICE**

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

The **HR Department** 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 **themselves** 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 **their** 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 **their** 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.

Due to a higher chance of conflicts of interest, employees in Administration, City Clerk, Finance, Human Resources and Information Technology (IT) departments are not permitted to have relatives working for the City of Ottumwa. These employment situations that existed prior to December 19, 2023 shall be grandfathered under the policy.

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 cohabitate together after they are both employed by the City, shall notify the City and, if one of them is in a supervisory position over the other, the employee in the supervisory capacity shall be discharged unless the other employee, within thirty (30) days of such marriage, resigns or transfers to a vacancy in another department for which he or she can qualify.

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

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

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

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

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

Employees on each payday will receive in addition to their check or direct deposit stub, a statement showing gross pay, deductions, and net pay. State and Federal taxes, as well as pension withholding required by Federal and Iowa law, will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation, such

as garnishments. Employees may elect to have additional City approved deductions taken from their pay only if they authorize the deductions in writing.

Employees who discover a mistake in their paycheck, should notify the Finance Department immediately. Employees are responsible for promptly reviewing each paystub to determine if there are any errors. In the case of mistake on the part of the Finance Department, the error will be remedied promptly. If the mistake was on the part of the employee, it will be corrected on the next paycheck. However, the employee is solely responsible for any monetary loss, and the City cannot be responsible for the loss or theft of money from an employee's account.

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

### *Employee Definitions*

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

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

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

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

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

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



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

### Overtime/Compensatory Time

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

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

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

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

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried past **January 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.

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.

Employees shall be allowed an unpaid one-half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour. The Department Head may allow for a longer lunch break with prior approval. Employees may be required to adjust their schedule in order to take the longer lunch. Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

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.

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.

### **ARTICLE 10. PROBATIONARY PERIOD**

All new employees will be subject to a probationary period upon starting their employment. The purpose of the probationary period is to allow both the employee and the City the opportunity to assess fit, performance, and overall suitability for the role.

Key points regarding the probationary period:

1. Duration: The probationary period will typically last for six months from the employee's start date unless specified by Iowa Code 400.
2. Performance Evaluation: During the probationary period, employees will undergo regular performance evaluations to provide feedback on their progress and performance.
3. Training and Support: Employees will be provided with necessary training, resources, and support to help them succeed in their role during the probationary period.
4. Termination: The City reserves the right to terminate employment at any time during the probationary period if performance or conduct is deemed unsatisfactory.
5. Confirmation: Successful completion of the probationary period does not guarantee continued employment. Confirmation of employment following the probationary period will be based on performance and business needs.

### **ARTICLE 11. 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.

An employee using any combination of accruals in excess of 90 consecutive days will not continue to accrue.

**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 in each fiscal year. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

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 their holiday shall be paid the holiday pay plus overtime rate of **one and three-quarters (1 ¾)** times their 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 their 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 **January** 1<sup>st</sup>. Holiday pay not used by **December** 31<sup>st</sup> shall be forfeited.
- Sergeants will receive 132 hours of holiday pay due to working 2184 hours per year.

**VACATION:**

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

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

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

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

Employees working 2080 hours annually

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

Employees working 2184 hours annually

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

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

Vacation requests shall be made in the following manner:

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

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

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

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

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

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

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

## **SICK:**

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. Sick pay is not, however, interchangeable with paid vacation or holidays. 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. Employees reporting off sick must do so prior to the start of the employee's work shift by contacting their direct supervisor.

- Sick pay does not include elective cosmetic procedures.
- No sick benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer (moonlighting)
- 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.

All regular full-time and part-time employees will accrue sick pay benefits. Eligible employees working 2080 hours annually shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period (2 days per month = 24 days per year) for continuous service starting on the date of hire unless provided for otherwise pursuant to a collective bargaining agreement. Employees working 2184 hours annually will earn 11.08 hours per pay period. 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.

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 calendar year (84 hours for employees working 2184 hours annually). This is also known as Dependent Sick.

On the first payday after January 1<sup>st</sup> of each year, each current employee shall be paid for 25% of accrued sick pay according to the following schedule:

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

- Employees in the Library department – hours in excess of 960, up to a maximum of forty-eight (48) hours and the employee’s sick pay accrual will be reduced to 960 hours.

The date used will be the pay period ending closest to **January 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 **January 1** of each year, each employee receives 8 hours casual time which must be used by the following **December 31st**. Casual time is deducted from employee’s accumulated sick pay. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

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

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

**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.



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 **January** 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 (84 for those working 2184 hours annually) dependent sick time (if available from accrued sick time) to use during that **calendar** 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.

Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.

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.

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

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

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

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

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

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

## **RETIREMENT PLANS:**

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

1. Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.
2. All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

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

*See Human Resources for further information.*

## **HEALTH AND LIFE INSURANCE:**

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

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

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

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

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

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

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

### **TELECOMMUTING:**

At the City of Ottumwa, we recognize the evolving landscape of work and the growing trend of telecommuting opportunities. Our telecommuting policy is designed to provide clear guidelines and support for employees who telecommute, ensuring their productivity, engagement, and overall well-being while promoting a healthy work-life balance.

All positions have been reviewed and classified if they are eligible for telecommuting. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the City of Ottumwa. Approval for telecommuting is at the sole discretion of the Department Head and City Administrator and can be discontinued at any time. Physical presence at the employee's designated work location is the general expectation for all employees.

*Please review the full Telecommuting Policy for further information.*

### **ARTICLE 12. 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 13. 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 14. 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.

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.

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 15. 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 16. 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 17. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The purpose of this Employee Assistance Program (EAP) policy is to provide our employees and their dependents with access to resources and support for addressing personal or work-related challenges that may affect their well-being, ability to perform their job effectively, and overall quality of life. We are committed to fostering a healthy and productive work environment. Our organization recognizes the importance of supporting employees' mental health and personal well-being. Therefore, we have established an Employee Assistance Program (EAP) to provide confidential, professional assistance to employees and their immediate family members. Our current EAP provider is CuraLink which can be reached at 1-888-881-LINC (5462).

The EAP ensures that all interactions and discussions between employees and EAP counselors remain strictly confidential, within legal limits. Information shared with the EAP will not be disclosed to supervisors, managers, or colleagues without the employee's written consent, unless required by law.

The EAP offers a wide range of support services, including but not limited to:

- a. Short-term counseling: Confidential counseling sessions with licensed professionals to address personal, family, or work-related concerns.
- b. Work-life balance assistance: Resources and guidance on managing stress, improving relationships, time management, and similar challenges.
- c. Referrals: Assistance in identifying appropriate resources and referrals for specialized needs, such as legal, financial, childcare, eldercare, or substance abuse services.
- d. Crisis intervention: Support for employees facing urgent and critical situations that may impact their well-being and ability to function at work.

All regular full-time and part-time employees, as well as family members in their home, are eligible to utilize the EAP services.

Employees can access EAP services by contacting the designated EAP provider's phone number or website. The EAP provider will arrange an initial appointment or assessment to identify the employee's needs and recommend appropriate resources.

The EAP services are provided at no cost to the employee or their immediate family members. Any additional services or treatments beyond the scope of the EAP may require the employee to seek coverage through their health insurance or other resources.

An employee may call directly for an EAP appointment or may be referred to 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. Consult with human resources, management or legal department to confirm the Formal Management Referral is appropriate
- b. Prior to meeting with the employee, contact the SupportLinc program at 1-888-881-5462 for a consultation with a Care Advocate to review the process and discuss expectations.
- c. The SupportLinc Care Advocate will provide the Referral Contact with a case number that the employee should reference when calling.
- d. The Care Advocate will send the Authorization for Disclosure of Records and Information (ROI) form. This form must be signed by the employee and a witness and returned to the Care Advocate.
- e. The employee should be instructed to contact SupportLinc, typically within 24 hours, and reference their case number.
- f. A Formal Referral Specialist (FRS) will be assigned to the case and will provide compliance updates to the Referral Contact at the agreed upon frequency and per the agreed upon method of communication. If the employee is compliant and completes all recommended services, a completion letter will be sent to the Referral Contact.
- g. If the employee is not compliant, the Referral Contact will also be notified.
- h. 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.
- i. 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.

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.

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 18. 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 **HR Department**. 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 **HR Department**.

The **HR Department** shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents. The **HR Department** shall have the right to require written reports from such persons as deemed 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 investigation. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

Before making a determination, the HR Department and Department Head will fully investigate each accident or near miss. The procedure for investigation will be established by the HR Department. 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 HR Department will work with the Department Head to determine any disciplinary action needed.

The Employee may appeal the disciplinary ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the 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.

The following will be classified as vehicle/equipment accidents for the purpose of review by the HR Department.

1. Property damage to a third party
2. Damage to City vehicle or City property
3. Bodily injury to a third party as a result of an accident
4. Bodily injury to employee

#### Definitions:

1. Unavoidable – an accident/incident which resulted in a finding of no-fault.
2. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
3. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
4. 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.
5. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
6. 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.

#### Accident Causes

Worker's Compensation accidents can usually be broken down generally into two causes:

1. an UNSAFE ACT - usually account for 85% of accidents
  - a. Making safety devices inoperable
  - b. Failure to use guards provided
  - c. Using defective equipment

- d. Servicing equipment in motion
  - e. Failure to use proper tools or equipment
  - f. Operating machinery at unsafe speed
  - g. Failure to use proper tools or equipment
  - h. Operating without authority
  - i. Lack of skill or knowledge
  - j. Unsafe loading or placing
  - k. Improper lifting, lowering or carrying
  - l. Taking unsafe position
  - m. Unnecessary haste
  - n. Influence of abusive substances
  - o. Physical limitation or mental attitude
  - p. Unaware of hazard
  - q. Unsafe act of another
2. an UNSAFE CONDITION – usually account for 15% of accidents
- a. Inadequate guards of protection
  - b. Defective tools or equipment
  - c. Unsafe condition of machine
  - d. Congested work area
  - e. Poor housekeeping
  - f. Unsafe floors, platforms, stairways
  - g. Improper material storage
  - h. Inadequate warning system
  - i. Fire or explosion hazards
  - j. Hazardous substances
  - k. Inadequate ventilation
  - l. Excessive noise
  - m. Inadequate illumination
  - n. Hazardous atmosphere: gases, dust
  - o. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

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 19. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS**

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

#### Process

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

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

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

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

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

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

#### Restricted Duty Assignments

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

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

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

## **ARTICLE 20. 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 21. 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 22. 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 Retirement 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 23. 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 24. 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 25. 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 26. 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 27. 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 **Human Resources Director** 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 28. 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 29. 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 30. DRESS CODE**

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.

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.

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 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, they 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.

#### CITY HALL EMPLOYEES: 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.

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.

#### CITY HALL EMPLOYEES: 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.

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.

#### COUNCIL MEETINGS: 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.

#### 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.

### **ARTICLE 31. 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 32. 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 33. 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 34. 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 35. SEPARATION FROM CITY SERVICE**

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

resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

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

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

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

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[Redacted]

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: May 21, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 121-2024 - A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW PER FINANCIAL INSTITUTION

\*\*\*\*\*

\*\*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: Adopt Resolution 121-2024 as required by Iowa Code Sec. 12C.2.

DISCUSSION:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

Per Iowa Code, cities are required to pass an annual resolution naming depositories and deposit maximums for each institution. Limits are designed to maximize return and liquidity while limiting potential risk of deposits. Local governments are limited to interest bearing accounts or approved investment trusts.

Generally, staff attempts to keep funds in local institutions in order to support local investment. In an effort to maximize return, several institutions with local branches, but not locally owned, have been added but a smaller deposit limit set. IPAIT has a large deposit limit to reflect current balance and to allow for short term gains. Rates for IPAIT are monitored on a weekly basis to insure that rates are at or above local CD rates.

Wells Fargo deposits are for the city's checking account. Normal balance is between \$7-9 million. Staff set the deposit limit at \$15 million to reflect the receipt of the 2024 bond issuance. Bond funds will be maintained in the checking account to limit investment returns. If debt issuances earn a greater rate of return than the interest being paid on the debt the city must refund purchasers of the bonds the difference. Checking accounts tend to earn lower rates than IPAIT and CDs.

It should be noted that deposit limits are not actual balances. Actual deposits in each institution will fluctuate but not exceed the limits set.

**RESOLUTION NO. 121-2024**

**A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES  
AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW  
PER FINANCIAL INSTITUTION**

**WHEREAS**, the Code of Iowa Section 12C.2 requires that the depository maximums for a public unit be approved by the governing board, now

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:**

**THAT,**

Wells Fargo Bank NA, \$15,000,000  
South Ottumwa Savings Bank, \$18,000,000  
Community First Credit Union, \$18,000,000  
Iowa Public Agency Investment Trust \$25,000,000  
Iowa State Bank & Trust Co. \$8,000,000  
US Bank, NA \$5,000,000  
River Community Credit Union \$5,000,000  
Meridian Credit Union \$5,000,000

be and are designated as depositories for city monies and city funds not to exceed the sums indicated above, per financial institution.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>ST</sup> day of May 2024.

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

Attest: \_\_\_\_\_  
Chris Reinhard, City Clerk



**received**  
5/16/24 330



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

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

Council Meeting of : May 21, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 125-2024: A Resolution Rescinding Resolution No. 115-2024

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 125-2024.

DISCUSSION: At the Council meeting on May 7, the Council approved a Resolution in Support of the Workforce Housing Tax Credit project with Kading Properties for middle-density infill development on vacant lots. That resolution used the entity Bloomfield Acres, LLC, however Kading is seeking the tax credit using the entity Twentyone Properties, LLC. This resolution rescinds the previous Resolution No. 115. The Council will next

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

consider a new Resolution of Support which lists the correct entity.

RESOLUTION NO. 125-2024

A RESOLUTION RESCINDING RESOLUTION NO. 115-2024

WHEREAS, Resolution No. 115-2024 was adopted by the City Council of the City of Ottumwa on May 7, 2024; and

WHEREAS, Resolution No. 115-2024 identified the incorrect entity for the application for Workforce Housing Tax Credits; and

WHEREAS, on May 21, 2024 the City Council will consider Resolution No. 126-2024 which will be a Resolution in Support of a Workforce Housing Development Project by Twentyone Properties, LLC.

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

Section 1: Resolution No. 115-2024 is rescinded.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**received**  
5-16-24 330

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

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

Council Meeting of : May 21, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 126-2024: Resolution in Support of a Workforce Housing Development Project by Twentyone Properties, LLC

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

RECOMMENDATION: Pass and adopt Resolution No. 115-2024.

DISCUSSION: At the Council meeting on May 7, the Council approved a Resolution in Support of the Workforce Housing Tax Credit project with Kading Properties for middle-density infill development on vacant lots. That resolution used the entity Bloomfield Acres, LLC, however Kading is seeking the tax credit using the entity Twentyone Properties, LLC. This resolution is the new Resolution of Support with the corrected entity.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

The only other change between this resolution and the previous resolution is that the Resolution 126-2024 clarifies developer obligations. Kading/Twentyone Properties will complete projects on the lots that clear due diligence and are sold, but that may not be all thirty lots. They may not ultimately purchase all 30 of these lots and in the future they may purchase other lots not included in the first purchase agreement.

Critical to financing this program is Kading's application for Workforce Housing Tax Credits from Iowa Economic Development Authority. The Workforce Housing Tax Credit program provides an incentive to develop market rate housing affordable to working Iowans. The program provides a credit for sales tax paid on construction costs as well as a state investment tax credit for 20% of the first \$150,000 invested in each unit. The 20% is available for small cities including Ottumwa, but in the largest counties in the state, the credit is capped at 10%. The total tax credit is capped at \$1,000,000. Each unit constructed under the program must be built for less than \$298,021 for single family homes and \$241,643 for multifamily units. The Workforce Housing Tax Credit requires local governments to participate with a minimum investment of at least \$1,000 per unit.

This in-fill project has been the kind of development Staff has pursued for a long time. The lots for this development are vacant lots the City has acquired, generally from demolishing derelict houses. An end goal of the derelict housing demolition program has been to redevelop these lots and bring them back on the tax rolls and bring new value and catalyze neighborhood improvement where the derelict properties once brought it down. Further, the proposal for medium density development fits with a goal set in the Ottumwa Housing Plan to incentive medium density in order to provide for new types of housing units, housing choice and to improve value and make projects viable.

To provide the local incentive for this project, Staff is proposing to leverage the Build Ottumwa program to provide \$10,000 per unit. There would be no TIF incentive proposed for this project, although the developer would be able to take advantage of the Urban Revitalization Tax Abatement that is available to anyone in the City completing a qualified project. This incentive is subject to the annual appropriation of Build Ottumwa funds by the City Council.

RESOLUTION NO. 126-2024

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING  
DEVELOPMENT PROJECT BY TWENTYONE PROPERTIES,  
L.L.C.

WHEREAS, Twentyone Properties, L.L.C. (the “Developer”) has offered to buy 30 underutilized lots that are owned by the City of Ottumwa, Iowa (the “City”), and proposes to use the lots to construct workforce housing (the “Project”); and

WHEREAS, the Developer intends to apply for Workforce Housing Tax Credits from the State of Iowa for the Project; and

WHEREAS, the City is supportive of the Project and willing to provide a local match for the Project through the Build Ottumwa Program, as further described in this Resolution.

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

Section 1: That the City proposes to support the Project by providing a local match grant of \$10,000 per unit through the Build Ottumwa Program, contingent on the satisfaction of the conditions set forth in Section 2.

Section 2: That the City’s local match funding for the Project shall be subject to and conditioned on all of the following:

1. The Developer being approved to receive Workforce Housing Tax Credits for the Project and remaining eligible for the tax credit incentives.
2. The Developer and City entering into the purchase agreement for the sale of the 30 lots from the City to the Developer, and the Developer closing on the purchase of lots which clear due diligence.
3. The Developer constructing qualifying housing units on the lots.

Section 3: That the City Clerk, City Administrator, and Community Development Director are hereby authorized and directed to proceed with the preparation of the necessary documents in support of the Project, including but not limited to a purchase agreement for sale of the lots to Developer, and to take other actions consistent herewith, including providing documentation in support of Developer’s application for tax credits for the Project consistent with the terms set forth herein.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**received**  
5-17-24 910

Item No. I.-6.

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

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

Council Meeting of: May 21, 2024

Administration  
Department

Philip Rath  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution 128-2024 - A Resolution Approving a Memorandum of Understanding to Modify the Tentative Agreement Related to Collective Bargaining

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 128-2024

DISCUSSION: Earlier this year the City Council ratified the tentative agreement also ratified by the Teamsters Local #238 representing the employees covered under the Municipal Collective Bargaining Agreement (CBA). The approved revisions would commence on July 1, 2024. Following that ratification, there was increased interest in moving employees onto the Compensation Plan. This move required some additional revision to the language previously agreed to by both parties in addition to identifying a pay plan to address any larger pay adjustments. The attached Memorandum Of Understanding (MOU) between the City of Ottumwa and the Teamsters Local #238 (Muni) addresses these concerns.

Source of Funds: General Fund

Budgeted Item:  Budget Amendment Needed: No



**RESOLUTION NO. 128-2024**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
TO MODIFY THE TENTATIVE AGREEMENT RELATED  
TO COLLECTIVE BARGAINING**

**WHEREAS**, the City of Ottumwa, approved a tentative agreement related to negotiations for a successor Collective Bargaining Agreement set to commence on July 1, 2024 between the City of Ottumwa and employees in the Municipal Employees Union Teamsters Local #238; and

**WHEREAS**, the City of Ottumwa, desires to update the language and compensation related to this Agreement and the associated tentative agreement; and

**WHEREAS**, the City of Ottumwa has reviewed and revised said MOU and finds that approval of the policies, procedures, and compensation as revised would be in the best interest of the City and the employees of the City covered under this Agreement; and

**WHEREAS**, the members of the Municipal Employees Union Teamsters Local #238 held a vote on May 15, 2024 and successfully voted to ratify the language and terms of said MOU; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the attached Memorandum of Understanding associated with the Tentative Agreement and successor contract with an effective date of July 1, 2024 is hereby adopted and rescinds all others by and for the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of May, 2024.

CITY OF OTTUMWA, IOWA

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

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**MEMORANDUM OF UNDERSTANDING**

The City of Ottumwa, Iowa (the "City") and Teamsters Local #238 (the "Union") enter into this Memorandum of Understanding (the "MOU") to modify the Tentative Agreement that was reached on April 13, 2024. The parties agree and acknowledge that both the Union and the City Council have ratified the Tentative Agreement with the Union group referred to as "Muni." The parties agree to amend/modify the Tentative Agreement as follows:

1. Article 16 and Exhibit A (Wage Schedules) shall be removed from the Muni contract. The language in Article 16 shall be replaced with the following: *"Effective July 1, 2024, the employees covered by this Agreement shall follow the Classification & Compensation Administrative Guidelines contained in the City's Compensation Handbook. A copy of this document is maintained and updated in the City's personnel policies."*
  
2. The Union and City agree that all terms not specially addressed above of the Tentative Agreement shall remain in full force and effect for the collective bargaining agreements that commence on July 1, 2024.

**For the City:**

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

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

**For the Union:**

By: David L

Date: 5-16-24