

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 18
Council Chambers, City Hall

June 2, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through June 25, 2020. Effective 12:01 a.m. on June 1, 2020, and continuing until 11:59 p.m. on June 17, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: limit the number of participants present in any indoor venue by 50% of its normal operating capacity and ensure at least six feet of physical distance between each group or individual attending alone are followed. The City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of **4** minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 16 on May 19, 2020 as presented.
2. Approve the appointment of Lori Creech to the position of Equipment Operator – Landfill effective May 11, 2020.
3. Approve the appointment of Jeff Kropf to the position of Equipment Operator – Street Cleaning Department effective May 26, 2020.
4. Approve a two-year lease agreement with A&A Storage, LLC for the rental of a portion of Building No. 38 at 14478 Terminal Ave. at the Ottumwa Regional Airport.
5. Cigarette Permit Applications for: Elliot 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 Road), Smokin Hot, LLC (2604 N. Court, Suite A), Walgreens #1301 (327 W. 4th St.), Yesway #1012 (2508 N. Court St.), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second St.), Yesway #1030 (1317 E. Mary St.).
6. Beer and/or liquor applications for: Front Runners, 837 Church St.; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, 332 E. Main St.; Champion Bowl, 2601 Roemer Ave.; with outdoor service area; Owl's Nest LLC, 116 S. Court; Applebee's, 1303 Vaughn Dr.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on procedures and facility access during COVID-19.
2. Proposed reopening of the Beach Ottumwa
3. "First 100 Days" Report
4. Oath of Office – Chief of Police

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Approve grant application to the Bureau of Justice Assistance to participate in the 2020 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.

2. Approve Agreement and Consent to Lien for Water Service Costs for part of the 200 block of E. Main Street in connection with the Ottumwa Main Street (Downtown Streetscape) Project.

RECOMMENDATION: Authorize the Mayor to sign the Agreement and Consent to Lien for one property (231 E. Main) in the 200 block of East Main Street.

3. Bid review and contract award for the garage demolition and fire debris clean up at 517 S. Ward St.

RECOMMENDATION: Accept bid and award contract for garage demolition and fire debris clean up at 517 S. Ward St. to Dan Laursen of Ottumwa, Iowa, for the sum of \$3,600.

4. Bid report to reject bids received on the Final Clarifier Sandblasting, Priming and Painting 2020 Project.

RECOMMENDATION: Reject bids received.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on Ordinance No. 3174-2020, amending Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa, regarding Sewer Fees and Charges, City of Ottumwa, Wapello County, Iowa.

A. Open the public hearing.

B. Close the public hearing.

C. Ordinance No. 3174-2020, amending the Municipal Code of the City of Ottumwa, Iowa by repealing Section 31-14 entitled "Fees and Charges, Costs" in its entirety and enacting a new Section 31-14 in lieu thereof.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3174-2020.

H. RESOLUTIONS:

1. Resolution No. 118-2020, approving Change Order No. 2 and accepting the work as final and complete for the Bridge View Center PCC Precast Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 118-2020.

2. Resolution No. 124-2020, adopting City of Ottumwa Policy to be in full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and to designate a Title VI Coordinator.

RECOMMENDATION: Pass and adopt Resolution No. 124-2020.

3. Resolution No. 126-2020, award the contract for the 2020 Asphalt Street Repair Program to Norris Asphalt Paving Co., LC of Ottumwa, Iowa, in the amount of \$1,070,520.

RECOMMENDATION: Pass and adopt Resolution No. 126-2020.

4. Resolution No. 127-2020, award the contract for the 2020 Chip and Seal Program to Manatts Readymix of Ottumwa, Iowa, in the amount of \$64,303.34.

RECOMMENDATION: Pass and adopt Resolution No. 127-2020.

5. Resolution No. 128-2020, award the contract for the 2020 Sanitary Utility Access Program to DC Concrete & Construction of Douds, Iowa, in the amount of \$53,300.

RECOMMENDATION: Pass and adopt Resolution No. 128-2020.

6. Resolution No. 129-2020, award the contract for 2020 Sidewalk Drop & Detectible Warning Installation Program to DC Concrete & Construction of Douds, Iowa, in the amount of \$202,375.

RECOMMENDATION: Pass and adopt Resolution No. 129-2020.

7. Resolution No. 130-2020, award the contract for the 2020 HMA, PCC Street Crack Repair Program to Wolverine Specialties, LLC of Jackson, Michigan, in the amount of \$22,200.

RECOMMENDATION: Pass and adopt Resolution No. 130-2020.

8. Resolution No. 132-2020, approving Change Order No. 1 for the 2020 Roofing Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 132-2020.

9. Resolution No. 133-2020, approve the adoption of the revised City of Ottumwa Personnel Policies and Procedures.

RECOMMENDATION: Pass and adopt Resolution No. 133-2020.

10. Resolution No. 134-2020, recommendation to transfer \$7,654.25 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19 for the outstanding payables listing from 4/22/20-5/28/20.

RECOMMENDATION: Pass and adopt Resolution No. 134-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 5/29/2020 TIME: 8:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/2/2020

**Please Note – Effective June 1, 2020, mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions set forth in the State Public Health Disaster Emergency. We must limit the number of participants present within the indoor venue by 50% of normal capacity and ensure at least six feet of physical distance between each group or individual attending the event are followed.

*** FAX MULTI TX REPORT ***

JOB NO. 1975
DEPT. ID 4717
PGS. 5
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



FAX COVER SHEET

City of Ottumwa

DATE: 5/29/2020 TIME: 8:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/2/2020

**Please Note – Effective June 1, 2020, mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions set forth in the State Public Health Disaster Emergency. We must limit the number of participants present within the indoor venue by 50% of normal capacity and ensure at least six feet of physical distance between each group or individual attending the event are followed.

*** TX REPORT ***

JOB NO. 1975
DEPT. ID 4717
ST. TIME 05/29 07:53
SHEETS 5
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



FAX COVER SHEET

City of Ottumwa

DATE: 5/29/2020 TIME: 8:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #18 to be held on 6/2/2020
**Please Note – Effective June 1, 2020, mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions set forth in the State Public Health Disaster Emergency. We must limit the number of participants present within the indoor venue by 50% of normal capacity and ensure at least six feet of physical distance between each group or individual attending the event are followed.

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 19, 2020
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through May 27, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and reqs of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast mtgs of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call 641-683-4581 to address the Council. During the mtg, Staff will reserve a minimum of 4 mins for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

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

Meyers moved, seconded by Roe to approve the following consent agenda items Mins. from Special Mtg. No. 13 on April 28, 2020, Special Mtg. No. 14 on April 29, 2020 and Reg. Mtg. No. 15 on May 5, 2020 as presented; Ack. of April financial rpt. and payment of bills as submitted by the Finance Dept.; Consider Accepting the 2020 Coronavirus Emergency Supplemental Funding Grant from the Bureau of Justice Assistance in the amount of \$41,882; Res. No. 92-2020, approving the City's Wellness Program – Healthy Choice\$ Services Agt. to be provided by ORHC, term to end on May 23, 2021; Res. No. 115-2020, authorizing the budgeted trf for FY 2020 Debt Pymts, Bond Fees and Debt Balance Adj.; Res. No. 122-2020, setting June 2, 2020 as a date of a public hearing on the Rev Sewer fees and charges as presented in Ord. No. 3174-2020; Beer and/or liquor app for: Kariden Wine Company 620 Church St.; Parkview Plaza/Hotel Ottumwa, 107 E. Second St. temp. outdoor service area in correlation with their Sidewalk Café Permit; all applications pending final inspections. All ayes.

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

City Admin. Rath provided an update on procedures and facility access during COVID-19. Wish to echo thank-you's to staff, public safety, teachers, parents – everyone who has worked through this situation. As we look to move forward, as a city, county, state and nation, we have to weigh our options and gauge if it is beneficial to open, in addition to keeping staff and the public safe. We currently have a Test Iowa site at the Beach; I encourage everyone to go to the website and take the assessment. Cont. to reach out to medical professionals should you feel ill. Ask for cont. grace for all businesses in our community that are making the decision to either reopen or remain closed to keep their employees safe. Be socially responsible and conscious of your environment.

PW Dir. Seals provided a progress update on US 63 South IDOT Project. The IDOT has a fairly aggressive schedule and plan to open back up mid-November. We have been fielding numerous questions on this project even though it is IDOT.

Mayor Lazio inquired if there was anyone that wished to address an item on the agenda. There were none.

Dalbey moved, seconded by Roe to approve the app. for a Sidewalk Café Permit for Hotel Ottumwa, 107 E. Second beginning May 20, 2020 through July 18, 2020; with the option for an extension. Planner Simonson stated the new Ord. allows the City Admin. to approve, but we wanted to share with council that this is the first one approved since the revised Ord. and will help expand the applicant's amount of seating due to the response of COVID-19 restrictions. Hotel Ottumwa will need to purchase outdoor furniture to utilize for the café if they wish to extend services past July 18, 2020. All ayes.

Meyers moved, seconded by Stevens to approve mult. agts. and consent to lien for water service costs for part of the 200 block of East Main in connection with the Ottumwa Main St. Project (Downtown Streetscape) and authorize the Mayor to sign the Agts. and Consent to Lien for two properties. All ayes.

This was the time, place and date set for a public hearing regarding the proposed conveyance of City owned property located at 310 E. Main, Ottumwa, IA, to Christner Properties, LLC. No objections were recvd. Roe moved, seconded by Meyers to close the public hearing. All ayes.

Roe moved, seconded by Stevens that Res. No. 54-2020, accepting the Purchase and Dev. Agt. and approving the sale of real estate located at 310 E. Main, Ottumwa, IA, to Christner Properties, LLC, be passed and adopted. Vote taken: Ayes: Roe, Stevens, Meyers, Berg. Nays: Dalbey. Motion passed.

This was the time, place and date set for a public hearing on the sale of a City owned vacant lot located at 310 N. Moore, in the City of Ottumwa, Wapello County, IA. Dir. of Hlth., Insp & Planning Flanagan reported mult. petitions recvd for this vacant lot so it went to bid; to which only one was recvd from Ed Black. No objections were recvd. Meyers moved, seconded by Dalbey to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 80-2020, accepting the bid and approving the sale of 310 N. Moore to Ed Black for the sum of \$675, be passed and adopted. Vote taken: Ayes: Dalbey, Stevens, Meyers, Berg. Nays: Roe. Motion passed.

This was the time, place and date set for a public hearing on the sale of a City owned vacant lot located at 119 N. Ward, in the City of Ottumwa, Wapello County, IA. Dir. of Hlth., Insp & Planning Flanagan reported multiple petitions recvd for this vacant lot so it went to bid; to which two were recvd. No objections were recvd. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 82-2020, accepting the bid and approving the sale of 119 N. Ward to Michael & April Shilkus for the sum of \$525, be passed and adopted. Councilman Stevens requests for all council members to take a look at this property. It is a large buildable lot, but across the st. is a mess which makes this lot less desirable for purchase to build upon. The orig. petition submitted by Michael & April Shilkus states they want to use the lot for green space. Dir. of Hlth., Insp & Planning Flanagan stated staff recommends disposing of vacant lot to Michael & April Shilkus, but it's within council's power to deny this item. Vote taken: Ayes: Dalbey. Nays: Roe, Stevens, Meyers, Berg. Motion failed.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 Catch Basin Replacement Program. PW Dir. Seals reported this is one of our annual projects. No objections were recvd. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 113-2020, approving the plans, specifications, form of contract and est. cost for the 2020 Catch Basin Replacement Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the proposal to enter into a Dev. Agt. with Highlands Development I, LLC. Dir. of Hlth., Insp & Planning Flanagan reported this will be located in the old Target bldg. The project will be an overall investment of approx. \$8 Million. The TIF rebatement for this development is set not to exceed \$3.8 Million over the course of the 20-yr agt. The est. TIF exposure for the City is \$2.6-\$2.8 Million in overall rebate. The developer is looking at a two phase approach to the project with work in the first phase to be completed by the end of 2020. No objections were recvd. Meyers moved, seconded by Roe to close the public hearing. All ayes.

Meyers moved, seconded by Stevens that Res. No. 119-2020, approving and authorizing execution of a Dev. Agt. by and between the City of Ottumwa and Highlands Development I, LLC, be passed and adopted. All ayes.

Roe moved, seconded by Dalbey that Res. No. 110-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, IA, totaling \$67,251.56, be passed and adopted. Dir. of Hlth., Insp & Planning Flanagan reported this includes nuisance abatement costs for five properties (422 S. Ferry, 1010 E. Fourth, 902 S. Hancock, 1006 Tuttle, 204 S. Van Buren). All ayes.

Meyers moved, seconded by Berg that Res. No. 111-2020, Budget Amendment for FY 20-21 to add an addtl 2 ½ Ton Dump Truck to the Street Dept., be passed and adopted. All ayes.

Roe moved, seconded by Dalbey that Res. No. 112-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 Asphalt St. Repair Program, be passed and adopted. This change order decreases the contract sum by \$743,478.66. New contract sum \$381,577.34. All ayes.

Dalbey moved, seconded by Berg that Res. No. 114-2020, approving Change Order No. 5, in the amount of \$5,123.05 for the Main St. (Downtown Streetscape) Recon. Project, be passed and adopted. Change Order No. 5 decreases the contract sum by \$5,123.05. New contract sum \$5,145,443.33. All ayes.

Roe moved, seconded by Dalbey that Res. No. 116-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Beach Reno. Ph. 4, RFP 7X Wood Fence Repairs Project, be passed and adopted. Change Order No. 1 increases the contract sum by \$1,100. New contract sum \$5,660. All ayes.

Roe moved, seconded by Dalbey that Res. No. 117-2020, accepting the work as final and complete and approving the final pay request for Ph. 4 - Beach Reno.; Slide Structure Repainting Project, be passed and adopted. Mongan Painting Comp. has completed the referenced work according to plans and specs. And this authorizes final pymt and release of all retainages. All ayes.

Meyers moved, seconded by Berg that Res. No. 121-2020, rec to trnsfr \$115,880.93 to the BridgeView Center for delinq. payables due to lost rev. related to COVID-19, be passed and adopted. Finance Dir. Mulder reported outstanding payable listed through 4/22/2020 was \$174,406.98 with \$31,790.05 to be paid by the YMCA for the youth food program. VenuWorks has agreed to a discount of \$26,736 for the variable costs invoices for a total of \$115,880.93 to be paid to vendors. These expenses will be paid using an internal loan, not to reduce the Gen. Fund balance. Vote taken: Ayes: Stevens, Meyers, Berg. Nays: Dalbey, Roe. Motion passed.

Roe moved, seconded by Berg that Res. No. 123-2020, revising Policy No. 20-2018, Sewer Charges and Fees, adjusting how the credits are established for homeowners with a swimming pool and est. Revised

Policy No. 20-2018 effective July 1, 2020, be passed and adopted. Finance Dir. Mulder and PW Dir. Seals reported staff that did all of the legwork for this process is retiring in July and will not be replaced. Many depts. are involved with this extensive process so it is time consuming. Citizens wishing to still receive an annual credit for filling their swimming pools will need to get in touch with OWW to get an irrigation meter installed by a local plumber and to also cover all costs associated with the install. All ayes.

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

Adjournment was at 6:34 P.M.

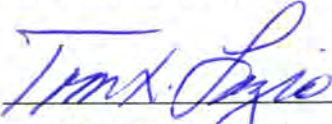
ATTEST:



Christina Reinhard

Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

CITY OF OTTUMWA
STAFF SUMMARY

2020 MAY 18 AM 11:30
CITY OF OTTUMWA

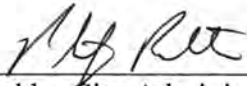
Council Meeting of: June 2, 2020

ITEM NO.
Joni Keith
Prepared By



Landfill
Department

Kevin Flanagan
Department Head


Approved by City Administrator Philip Rath

AGENDA TITLE: Approve the appointment of Lori Creech to the position of Equipment Operator – Ottumwa Landfill effective May 11, 2020.

PURPOSE: Approve the appointment of Lori Creech to the position of Equipment Operator – Landfill effective May 11, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: The Solid Waste Commission voted to add a Landfill Operator position effective immediately. This position was bid out pursuant to the Teamsters Public Works Collective Bargaining Agreement. Lori Creech was the successful bidder. She transferred on May 11, 2020 and wants to remain in that position. She will be paid at the Equipment Operator rate of \$21.97 until she becomes certified as a Landfill Operator. At that time, her wage will increase to \$22.30 per hour.

FILED
2020 MAY 26 AM 9:39
CITY OF OTTUMWA

CITY OF OTTUMWA
STAFF SUMMARY

Council Meeting of: June 2, 2020

ITEM NO.
Joni Keith

Joni Keith

Prepared By

Larry Seals

Larry Seals

Department Head

Public Works – Street Cleaning
Department

Philip Rath

Philip Rath

Approved by City Administrator

AGENDA TITLE: Approve the appointment of Jeff Kropf to the position of Equipment Operator – Street Cleaning Department effective May 26, 2020.

PURPOSE: Approve the appointment of Jeff Kropf to the position of Equipment Operator – Street Cleaning Department effective May 26, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Jeff Kropf would fill the position of Equipment Operator in the Street Cleaning Department that was vacated by the transfer of Lori Creech to the Landfill Department in May. This position will become effective May 26, 2020 and salary will remain the same at \$21.97 per hour. This is a Civil Service, Bargaining Unit position.

CITY OF OTTUMWA

STAFF SUMMARY

2020 MAY 15 PM 4:32

CITY OF OTTUMWA

Council Meeting of: June 2, 2020

ITEM NO. _____

Joni Keith

Prepared By

Administration

Department

Philip Rath

Department Head

AGENDA TITLE: Approve a two-year lease agreement with A & A Storage, LLC for the rental of a portion of Building #38 at 14478 Terminal Avenue at the Ottumwa Regional Airport.

PURPOSE: Approve the Lease Agreement.

RECOMMENDATION: Approve and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: A & A Storage, LLC has been leasing approximately 6,000 square feet of Building 38, located at 14478 Terminal Avenue at the Ottumwa Regional Airport for the storage of pallets used in conjunction with the Keurig/Dr. Pepper bottling plant at the airport. A & A would like to extend that lease and double the space it is leasing to 12,000 square feet. This is a 2-year lease with a 1-year extension. The rent is \$800 per month beginning June 1, 2020. Attached is a copy of the proposed Lease Agreement.

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 1st day of June, 2020 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and A & A Storage, LLC, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent approximately 12,000 square feet of Building #38, located at 14478 Terminal Avenue, at the OTTUMWA REGIONAL AIRPORT. Building #38 is an approximate 19,000 square foot building and LESSEE will be sharing this building with at least one other lessee. Attached is a copy of a diagram of the building layout of Building #38.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit: Approximately 12,000 square feet of Building #38, located at the Ottumwa Regional Airport.

B. That LESSEE will use the leased premises to store new wooden pallets, and shall be used by the LESSEE for that purpose, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from

erecting or permitting to be erected, any building or other structure at the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

F. This Lease is subject to a reciprocal easement to the roadway between Building #38 and Building #37, known as 14504 Terminal, Ottumwa, Iowa.

ARTICLE II – TERM

A. LESSEE shall have and hold all the privileges herein described on a month-to-month basis beginning June 1, 2020, and ending no later than May 31, 2022. This Lease Agreement terminates a prior lease Agreement for 6,000 square feet with LESSEE that was to end no later than August 31, 2020.

B. LESSEE is granted the option to renew this lease at the end of the initial term for One (1) additional year on the same terms and conditions set forth herein..

C. Each party has the right to terminate said Lease Agreement with a 30-day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$800.00 (Eight Hundred Dollars) per month for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fee shall be rounded to the next highest dollar increment.

ARTICLE IV – TERMINATION OF LEASE

A. **TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS.** This lease shall terminate upon the expiration of the lease term, or upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. **BANKRUPTCY OR INSOLVENCY OF LESSEE.** In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its

option, immediately terminate this lease and reenter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Acceptance of keys, advertising and re-renting by the LESSOR upon the Tenant's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises, if such damage is caused by the negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises. LESSOR shall not be required to make the repairs to the building nor decorate the premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option and after thirty (30) days written notice of its intention to do so, may complete said repairs; the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing, which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the LESSOR except for those FDA approved substances reasonably related to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1). LESSOR shall defend, hold harmless and indemnify LESSEE from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage, caused by the act, neglect, fault or omission of LESSOR or its agents, predecessors, servants, employees, or invitees, resulting from the creation, utilization, storage, or disposal of any material or substance.

(3) These indemnifications are intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI – RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII – INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Ottumwa Regional Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain liability insurance from a responsible insurance company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$100,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any personal property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – NON-DISCRIMINATION

A. The LESSEE for itself and successors in interest and assigns as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose of which a Department of Transportation program activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

B. The LESSEE for itself and its successors in interest assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin or other basis of illegal discrimination shall be excluded for participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.

(2) That in the construction of any improvement on, over or under such land, no personnel shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination based upon race, color, national origin or other basis of illegal discrimination.

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

C. LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI- ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company with which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII – NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
c/o Philip Rath, City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Matt Allsup
P.O. Box 2237
Fairfield, IA 52556

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII – GENERAL CONDITIONS

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the

parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

C. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

D. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XIV – SAVINGS CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

6-2, -2020
Date

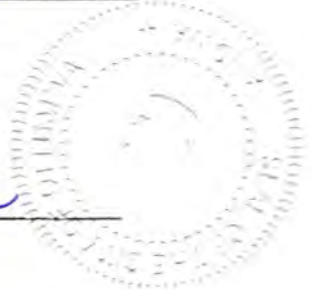
Tom X. Lazio
Tom X. Lazio
Mayor, City of Ottumwa

ATTEST:
Christina Reinhard
Christina Reinhard
City Clerk

A & A STORAGE LLC

6-2-2020
Date

By Matt Allsup
Matt Allsup, Its Manager





OTTUMWA POLICE DEPARTMENT
Chief of Police Oath of Office

I, Chad Farrington do solemnly swear, that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all duties of Chief of Police for the City of Ottumwa, Wapello County and the State of Iowa, as now or hereafter required by law.

Signature, Chief Chad Farrington

ADMINISTERED BY:

Tom Lazio, Mayor City of Ottumwa

6-2-20

Witness: Tom McAndrew, Chief of Police

Public Notary, Lt. Jason Bell, Ottumwa Police Department

FILED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 2, 2020

Police
Department

Mary Lou Donaldson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of grant application to the Bureau of Justice Assistance to participate in the 2020 Bulletproof Vest Partnership Program.

Public hearing required if this box is checked.

The receipt of Publication for each month, containing proof of publication, should be submitted to the Staff Secretary. If the Proof of Publication is not attached, the item will not be printed 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 of five to ten vests per year depending on the need. This grant will cover purchases made between April 1, 2020 and August, 31, 2022.

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:

Budgeted Item: Budget Amendment Needed:

reimbursement process is conducted over the Internet. The application will request twelve (12) vests in the amount of \$11,868.00 for a possible reimbursement of \$5,934.00.



1. Agency Profile

2. Application

2.1 Application Profile

2.2 Manage Application

2.3 Review Application

2.4 Mandatory Wear Policy

2.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: OTTUMWA CITY, IA

LOGOUT

REVIEW 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

Participant	OTTUMWA CITY
Fiscal Year	2020
Number of Agencies Applied	1
Total Number of Officers for Application	41
Number of Officers	41

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

on Approved Applications

APPLICATION PROFILE

Fiscal Year 2020

Vest Replacement Cycle ⓘ 5

Number of Officers 41

Number of Stolen or Damaged Emergency Replacement Needs ⓘ 0

Number of Officer Turnover 0

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
OTTUMWA CITY	12	\$11,868.00		Created Update Details
Grand Totals:	12	\$11,868.00		

PROCEED TO SUBMIT APPLICATION

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED

2020 MAY 28 AM 10:01

CITY OF OTTUMWA

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Larry Seals

Department Head

Engineering
Department

PLY RIT

City Administrator Approval

AGENDA TITLE: Approving Agreement and Consent to Lien for Water Service Costs for part of the 200 block of E. Main Street in connection with the Ottumwa Main Street Project (Downtown Streetscape).

**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: Authorize the Mayor to sign the attached Agreement and Consent to Lien for Water Service Costs for part of the 200 block of East Main Street.

DISCUSSION: The Downtown Street Scape project included new water main and water services to the stop box which is located in the sidewalk. From the water stop box to the building's water meter is the responsibility of the property owner for new services added as needed. Additional agreements for the remaining buildings will be brought before council as they are fully executed.

City staff has worked with each property owner directly to determine if new service or increased volume is needed based on current and future development plans they have for their property. Properties that have already replaced water services or installed fire service will be reconnected at the stop box as part of the project.

We are using a forced account method which tracks time and material or actual cost. The attached agreements are a formal way for payment between the property owner and the City.

231 E. Main

Source of Funds: LOST

Budgeted Item:

Budget Amendment Needed:

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 2 day of June, 2020, by and between Ottumwa Regional Legacy Foundation, Inc., (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 231 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Ottumwa Regional Legacy Foundation, Inc.

ATTEST:



Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

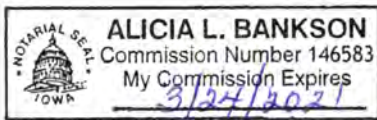
On this 2nd day of June, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, 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.

Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 18th day of May, 2020, before me, Steven J. Dust personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



FILED
2020 MAY 28 AM 10:55
CITY CLERK
OTTUMWA, ILL.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 2, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Review bids and award the contract for the garage demolition and fire debris clean up at 517 S. Ward Street

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

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

RECOMMENDATION: Accept the best bid from Dan Laursen in the amount of \$3,600.00 for the above described work at 517 S. Ward Street

DISCUSSION: The placarded house at 517 S. Ward Street was part of training burn by the Fire Department this spring. After the training burn, the resulting fire debris and the garage remained to be removed. Bids for the demolition of a garage and clean up of the fire debris from the house were accepted until 2:00 P.M. May 27, 2020. Three bids were received. The City had some problems with the lowest bidder 5 years ago and he was banned from bidding City contracts for a year. In addition there have been fairly current problems with the low bidder placing a derelict mobile home on City property without permission.

As the difference between the lowest bid and the next lowest bid was \$190, and the City has not had problems with the next lowest bidder, staff recommends Dan Laursen be awarded the contract. City Code Section 2-234 (f) allows the City Council in determining the "best quotation or best bid," consideration shall be given where, applicable to price, service, delivery time, maintenance, warranties, quality of the product or service and past performance of the person submitting the quote or bid.

517 S. Ward Street		
Bidder	Project Bid	
Tim Wright	\$3,490.00	
Dan Laursen	\$3,600.00	
Daniel Fane	\$5,000.00	
Dan Laursen is the best bidder based upon		
past experience with Tim Wright		



[CITY OF]
OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL
AND DISPOSAL FOR 517 S. WARD STREET

BID FORM

Address	Project Bid
517 S.Ward	### \$ 3,600 ⁰⁰ / ₀₀ ###
	\$ 3,600 ⁰⁰ / ₀₀

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

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

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

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

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


Signature

DAN LAURSON
Printed Name

Siomozell Dr.
Address

641-799-3818
Telephone Number

BTUman Iowa 52501
City, State, Zip

May 27th - 2020.
Date

DAN LAURSON @ yahoo.com
E-mail Address

FILED

CITY OF OTTUMWA

2020 MAY 28 AM 10: 01

Staff Summary

**** ACTION ITEM ****

CITY CLERK
OTTUMWA, IA

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Darryl Seals
Department Head

Engineering
Department

Ally Pitt

City Administrator Approval

AGENDA TITLE: Bid report to reject bids received on Final Clarifier Sandblasting, Priming and Painting 2020 Project.

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

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

RECOMMENDATION: Reject bids received on Final Clarifier Sandblasting, Priming and Painting 2020 Project.

DISCUSSION: The work prescribed entails the appropriate preparation and repainting of all the support steel for the bridge and scrapper truss along with preparation and coating of the perimeter effluent trough of the north final clarifier. An alternate bid with equivalent scope of work was taken for the south final clarifier. Five (5) sets of plans were either sent out or downloaded from the City website, and two (2) bid were received. The bids were significantly higher than the engineer's opinion of cost of \$76,000.00. Staff is recommending rejection of the two bids and rebidding the project with a revised scope of work and start date.

Plan holders list and bid tab attached.

**WPCF – Final Clarifier Sandblasting, Priming and Painting 2020
Bid Tabulation
April 29, 2020 2:00 PM**

Company Name	Base Bid	Add Alternate #1	Add Alternate #2
Allen Blasting and Coating, Inc.	\$104,632.83	\$63,734.88	\$38,897.95
Mongan Painting Company, Inc.	\$142,620.00	\$135,312.00	\$7,308.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED April 29, 2020 AT 2:00 PM.
Dwight L. Dohlman, P.E.

Item No. G.-1.

FILED


City of Ottumwa
Staff Summary
2020 MAY 28 AM 10:00
OTTUMWA, IA

Council Meeting of: June 2, 2020

Item No. 3174-2020

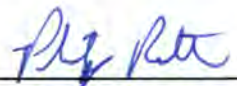
Kala Mulder

Prepared By



Department Head

Finance & Public Works
Department



City Administrator

Agenda Title: Public Hearing on the Intent to Amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa relative to Sewer Fees and Charges.

.....

Purpose: To allow public input on the intent to amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa relative to sewer fees and charges.

Recommendation:

- Open Public Hearing.
- Call for written and oral objections.
- Close public hearing.
- Consider objections and determine whether to proceed with additional action or defer action.
- Pass the first consideration of the ordinance.

Discussion: The new rates will become effective July 1, 2020 and will be used to fund operations of the plant, debt service and capital projects.

ORDINANCE NO. 3174-2020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY REPEALING SECTION 31-14 ENTITLED "FEES AND CHARGES, COSTS" IN ITS ENTIRETY AND ENACTING A NEW SECTION 31-14 IN LIEU THEREOF:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

Section 1. The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing Section 31-14 in its entirety and enacting the following in lieu thereof:

Section 31-14. Fees and charges, costs.

(a) (1) The user charge system shall generate adequate annual revenues to pay costs of annual operating and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by Ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the treatment works shall be established by this section.

(2) That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in subsection (b), shall be deposited in a separate non-lapsing fund known as the operation, maintenance, and replacement fund and will be kept in two primary accounts as follows:

a. An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of the treatment works (operation and maintenance account).

b. An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (replacement account). Deposits in the replacement account shall be made at least annually from the operation, maintenance and replacement revenue in the amount of \$500,000.00 annually.

(3) Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance

and replacement. The user charge rate(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year in which the monies were borrowed.

(b) (1) Each user shall pay for the services provided by the City based on the users portion of the treatment works as determined by water meter(s) acceptable to the City.

(2) For residential, industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collections system, the user charge for the contributor maybe based on a wastewater meter(s) or separate water meter(s) installed and maintained by the contributor's expense, and in a matter acceptable to the city.

(3) Effective July 1, 2020, the base charge per month shall be \$15.65 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$5.15/100 cubic feet (CF).

Effective July 1, 2021, the base charge per month shall be \$16.90 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$5.55/100 cubic feet (CF).

Effective July 1, 2022, the base charge per month shall be \$18.25 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$6.00/100 cubic feet (CF).

Effective July 1, 2020, the commodity charge for American Bottling Company will be \$6.45 per 100 cubic feet (CF).

Effective July 1, 2021, the commodity charge for American Bottling Company will be \$6.95 per 100 cubic feet (CF).

Effective July 1, 2022, the commodity charge for American Bottling Company will be \$7.50 per 100 cubic feet (CF).

(4) Effective January 1, 2012 for those contributors who contribute wastewater, the strength of which is greater than normal domestic wastewater, as defined in Chapter 31, Sewers and Sewage Disposal, Section 31-2, general sewer use requirements, 300 mg/l BOD and 300 mg/l TSS, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement will be for the following effective dates:

Effective July 1, 2020, \$0.319 per pound BOD and \$0.354 per pound TSS.

Effective July 1, 2021, \$0.345 per pound BOD and \$0.382 per pound TSS

Effective July 1, 2022, \$0.373 per pound BOD and \$0.413 per pound TSS

a. In the event the city's National Pollutant Discharge Elimination System (NPDES) permit for the water pollution control facility is modified to include more stringent standards which result in increased costs the city staff reserves the right to modify and adjust the surcharge for operation and maintenance including replacement to cover the increase in costs. City staff includes the City Administrator, Director of Finance, Public Works Director, Engineering Department, Wastewater Superintendent or others as directed by city council.

(5) Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user who discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the Public Works Director and the Director of Finance.

(6) The user charge rates established in this article apply to all users within the city limits of the City's treatment works. Each contributor whose property or sources of wastewater lies outside of the city limits shall pay to the city, through its collection agent, the sewer charge, at his office at the time payment for city water is made. If city water is not used, the contributor shall pay the City Clerk monthly for statements received from the Finance Department. The rates for contributors outside the City limits shall be 25 percent higher than the rate contributors within the City pay on commodity charge only. City reserves the right to negotiate through written contract with commercial users to adjust base charge and commodity charge as needed.

(7) Private water supplies. The rates set forth above shall apply in all cases where privately produced water supplies are discharged into the sanitary sewer system. It shall be the duty of every person responsible for the production of such private water supply to report forthwith to the Superintendent of the Wastewater Treatment Plant and to cooperate with the Superintendent to the Wastewater Treatment Plan in the determination of the quantity and character of the waste originating from each such respective private water supply. The Superintendent shall designate, in such special cases, any necessary means of measurements of such private water supply and resulting wastewater flow shall be installed by and at the expense of, the contributor upon written order of the Superintendent of the Wastewater Treatment Plant.

For residential customers with no method to monitor wastewater flow, the Finance Department will bill them for the average residential consumption as provided by Ottumwa Water and Hydro, which at the date of this subparagraph (December 20, 2011) is five units (500 cubic feet) of water. However, if there is any evidence of abuse of this non-metered charge, the Superintendent may reasonably request a wastewater flow meter to be installed. Said meter shall be installed by said residential customer.

(8) Sewer hookup charge. If the property to be connected to a public sewer has not been assessed for any part of the cost of construction of the public sewer, or has been assessed as an unimproved lot, the owner shall pay a special connection charge to the City for the use of the public sewers before the permit is issued. The amount of the fee shall be an equitable portion of the cost of the public sewers in relation to the benefits received by the property, based upon service area or lot dimensions, and shall be determined by the City Engineer or Public Works Director, subject to approval, modification, or revocation by the City Council at its next regular meeting. For lots not specifically assessed, the hookup fee shall be \$500 for non-residential property and \$250 for residential property.

(9) Other fees and charges. Significant industrial users will pay an application fee and an annual renewal fee as set by City resolution. Fees for laboratory tests and waste hauler dumping will also be set by City resolution.

(c) (1) All users shall be billed monthly. All sewer users shall be subject to the same rules of delinquency and suspension of service as provided in the rules of the Board of Water Works Trustees, with reference to water service. In addition to such rules of delinquency and suspension of service, the City shall have a lien upon the property served by such sanitary utility for all delinquent rate or service charges in accordance I.C. A. 384.84. The City Clerk shall certify to the County Treasurer, for taxation purposes and the establishing of such property lien, all delinquent charges, rates or service payments. For the purpose of such certification and for no other purpose, service charges shall be considered delinquent when the same are shown and appear unpaid for a period of six months following their due date on the books carrying rate of service charges.

Where the contributor is an operator of a private water supply, failure to pay service charges shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

(2) Cost of collecting, accounting for sewer charges. The actual costs of collection and accounting for all sewer rentals or charges, including reasonable compensation to the collection agent, the maintenance of all books and records, the employment of all help, the cost of all books, records, materials and supplies, the obtaining and maintaining of all office and storage space and all other costs and expenses reasonably necessary in connection therewith or incidental thereto shall be a part of the cost of operating the Wastewater Treatment Works. Such cost shall be paid from the operation and maintenance account to the collection agent upon his certificates certifying to the amount thereof.

(3) Central collection and sampling of concentrated sewage. Any contributor of wastewater sewage shall, upon the request of the Public Works Director, provide a central collection point from his plant or property or a satisfactory opening in the lateral sewer before the wastewater reaches the sewer main where representative samples of wastewater may be taken by the Superintendent or his agent for analysis.

The Superintendent of the Wastewater Treatment Plant, when he deems it necessary shall take representative samples of wastewater for analysis. The average of the samples taken during a billing period shall establish the basis for the surcharge. The Superintendent shall certify to the collection agent the names of contributors whose wastewater service charge is subject to the surcharge and the period to which the surcharge applies.

(4) Collecting of sewer service charges in conjunction with water rentals. Ottumwa Water & Hydro shall bill all contributors for the sums of money that are due the City for sewer service under the terms of this section and shall collect all such charges at the same time, place and in conjunction with the water rentals.

(5) Compensation of Ottumwa Water & Hydro for collecting. For services as collection agent, the Waterworks shall receive reasonable compensation as agreed upon by the Board of the Waterworks Trustees and the City Council. Ottumwa Water and Hydro to provide monthly summary including: total users including residential, commercial, industrial usage, revenue received and accounts uncollected.

(6) Ottumwa Water & Hydro to give bond. For the faithful performance of required duties pertaining to the collection of wastewater funds, the Ottumwa Water & Hydro shall give a fidelity bond sufficiently covering each employee or officer charged with the collection of the sewer rental.

(7) The City will review the user charge system annually and based upon City Staff calculations revise by ordinance user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

a. The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works.

b. The user charge system shall take precedence over any terms or condition of agreements which are inconsistent with the requirements of Paragraph 587 IAC 92.10(2) "b" and 40 CFR 35.2140 dated February 17, 1984.

Section 2. All Ordinances or parts of Ordinances or provisions in the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa in conflict herewith are repealed.

Section 3. This Ordinance shall be effective July 1, 2020 upon their passage, adoption, and approved by the City Council and publication as required by law.

Section 4. When these ordinances are in effect, it shall automatically supplement, amend, and become part of the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa without further resolution of the City Council.

Passed on its first consideration on the 2nd day of June, 2020.

Passed on its second consideration on the _____ day of _____, 2020.

Final passage and adoption the _____ day of _____, 2020.

CITY OF OTTUMWA, IOWA

By: _____
Tom X. Lazio, Mayor

_____ No action taken by Mayor
_____ Vetoed this _____ day of _____, 2020.

By: _____
Tom X. Lazio, Mayor

_____ Repassed and adopted over the veto the _____ day of _____, 2020.
_____ Veto affirmed this _____ day of _____, 2020 by failure of vote taken to repass.
_____ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

FILED
MAY 28 AM 10:01
CITY CLERK
OTTUMWA, IA

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

PLY Rott
City Administrator Approval

AGENDA TITLE: Resolution #118-2020. Approving Change Order #2 and Accepting the Work as Final and Complete for Bridge View Center PCC Precast Repair Project.

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #118-2020.

DISCUSSION: The City Council approved the contract in the amount of \$153,450.00 to Merit Construction Services, Inc. of Farmington, Minnesota on September 17, 2019. This project entailed repair of cracked exterior precast concrete panels and application of a clear water repellent.

Change Order #1 consisted of a voluntary deduct that was approved by Council at the same date as the contract reward reducing the contract amount (\$23,450.00) to meet funding availability. Change Order #2 consists of a deduct of \$6,500.00 as a negotiated settlement to conclude the project.

The contractor has completed the above referenced work and staff recommends the City Council accept the project.

Contract Summary is as follows

Original Contract Amount	\$153,450.00
Change Order #1	(\$23,450.00)
Prior Contract Amount	\$130,000.00
Change Order #2	(\$6,500.00)
Final Contract Amount	\$123,500.00

Funding: CIP Bonds: \$130,000.00

RESOLUTION #118-2020

A RESOLUTION APPROVING CHANGE ORDER #2 AND ACCEPTING THE WORK AS
FINAL AND COMPLETE FOR THE BRIDGE VIEW CENTER
PCC PRECAST REPAIR PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on September 17, 2019 with Merit Construction Services of Farmington, Minnesota for the above referenced project; and


WHEREAS, Change Order #1 decreased the contract amount by \$23, 450.00; and

WHEREAS, Change Order #2 decreases the contract amount by \$6,500.00 as a negotiated settlement to conclude the project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Bridge View Center PCC Precast Repair Project is hereby accepted as complete.


APPROVED, PASSED, AND ADOPTED, this 2nd day of June 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: Bridge View Center PCC Precast Repair To Contractor: Merit Constuction Service

Change Order Number: 2

The Contract is changed as follows:
Contract Reduction

DATE
<u>-\$6,500.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
Total: (\$6,500.00)

Base bid amount \$153,450.00

NEW PROJECT TOTAL \$123,500.00

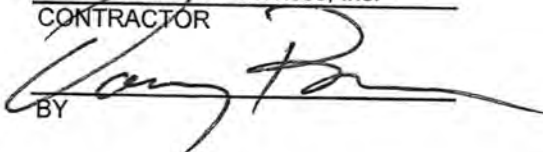
NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$153,450.00</u>
Net change by previously authorized Change Orders	<u>(\$23,450.00)</u>
The Contract Sum prior to this change order	<u>\$130,000.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$6,500.00)</u>
The new Contract Sum including this change order	<u>\$123,500.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the dare of this Change Order is <u>in accordance with contract documents.</u>	


ENGINEER/
DIRECTOR OF PUBLIC WORKS

11 MAY 2020
DATE

Merit Constuction Services, Inc.
CONTRACTOR

BY 

May 6, 2020
DATE
President.
TITLE

2020 MAY 20 AM 9:53

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: June 2, 2020

ITEM NO. _____

Joni Keith
Prepared By

Philip Rath
Department Head

Administration
Department

AGENDA TITLE: Resolution #124-2020 adopting City of Ottumwa Policy to be in full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and to designate a Title VI Coordinator.

PURPOSE: Approve a City Policy in compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and designate a Title VI Coordinator.

RECOMMENDATION: Pass and adopt Resolution #124-2020 City Policy regarding Title VI.

DISCUSSION: The Iowa Department of Transportation requires that the City of Ottumwa adopt a Title VI Discrimination Policy and sign a Title VI Non-Discrimination Agreement with the State of Iowa to receive Federal Aide Dollars. In addition, the State requires the City appoint a Title VI Coordinator to take discrimination complaints. This policy is required to also be stated in all contract documents that involve any State or Federal funds. It is recommended that the City Attorney be appointed as the Coordinator. The attached Notice will be placed on the City's website along with the complete Policy. It is necessary that the Mayor is authorized to sign the Agreement with the Iowa Department of Transportation confirming the City's policy. This policy has to be reviewed and approved every 5 years. Attached hereto are the required documents.

CITY of OTTUMWA
Title VI Notice to the Public

The **CITY of OTTUMWA** hereby gives public notice that it is the policy of the **CITY of OTTUMWA** to assure full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulation provide that no person shall on the ground of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds, whether schools, colleges, government entities, or private employers, must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

We are also concerned about the impacts of our programs, projects and activities on low income and minority populations (“Environmental Justice”) under Title VI. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact:

Title VI Coordinator Joni Keith or City of Ottumwa 641-683-0625	Civil Rights Coordinator – Iowa DOT Office of Employee Services – Civil Rights 800-262-0003 or 515-262-1921
---	---

YOU SHOULD CONTACT THE ABOVE INDIVIDUAL OR IOWA DOT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION OCCURRED, OR IF THERE HAS BEEN A CONTINUING COURSE OF CONDUCT, NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION WAS DISCONTINUED. CONTACT THE CIVIL RIGHTS COORDINATOR TO GET MORE INFORMATION ON THE IOWA DOT’S TITLE VI PROGRAM.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

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

General Assurances

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

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

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

Specific Assurances

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

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

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

“The CITY of OTTUMWA, IA _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

CITY of OTTUMWA, IA

(Name of Recipient)

by

Tom X. Lopez Mayor
(Signature of Authorized Official)

DATED June 2, 2020

APPENDIX A

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

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

APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

RESOLUTION No. 124-2020

**A RESOLUTION APPROVING AND ADOPTING THE CITY'S
TITLE VI COMPLIANCE POLICY.**

WHEREAS, the City's proposed Title VI Policy shall prohibit discriminatory practices in compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires the City to sign a Title VI Non-Discrimination Agreement with said Agency; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires the City to approve a specific Policy and Agree to certain Assurances; and

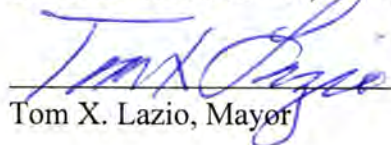
WHEREAS, the Iowa Department of Transportation (IDOT) requests the City designate a Title VI Coordinator to review and assist in the processing of complaints.

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

That the City's Title VI Policy is hereby adopted by the Ottumwa City Council. The Mayor is authorized to sign the City's Title VI Policy, to sign the Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT) and the Title VI Assurances. As required by the IDOT, the City Council designates the City Attorney to be the City's Title VI Coordinator.


Approved, Passed and Adopted this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



CITY OF OTTUMWA

Staff Summary
2020 JUN -3 AM 8:33
CITY CLERK
OTTUMWA, IA
** ACTION ITEM **

Council Meeting of: June 2, 2020

Alicia Bankson
Prepared By

Engineering
Department

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #126-2020. Awarding the contract for the Asphalt Street Repair Program 2020.

**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 #126-2020.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff have reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Streets scheduled for overlays:

- Silverwood Lane from Johnson to McKinley
- Silverwood Drive off of Silverwood Lane
- Silverwood Drive Cul-de-sac off of McKinley
- Asphalt sections of Richmond Ave. from Church Street to Ferry Street

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. One (1) bid was received. The low bidder is Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,153,799.45 (this includes a base bid total of \$1,070,520.00 and an alternate bid total of \$83,279.45).

Bid Tab and Plan Holders List are attached.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #126-2020

A RESOLUTION AWARDING THE CONTRACT FOR THE
ASPHALT STREET REPAIR PROGRAM 2020

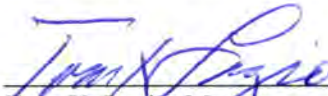
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,153,799.45 (this includes a base bid total of \$1,070,520.00 and an alternate bid total of \$83,279.45).


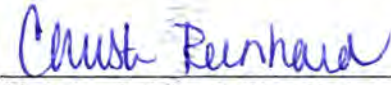
APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

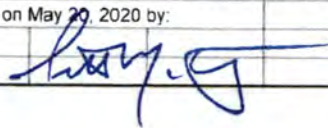



Christina Reinhard, City Clerk

2020 ASPHALT STREET REPAIR PROGRAM

Bid Tabulation

5/20/20

ITEM	DESCRIPTION	RANGE	UNIT	QTY	Engineers Estimate		Norris Asphalt	
					PRICE	EXTENSION	PRICE	EXTENSION
1	2303-0031500-HMA-Base Course (1,000,000ESAL)	100-250	TN	100	\$ 160.00	\$16,000.00	\$ 158.00	\$15,800.00
2	2303-0031500-HMA-Base Course (1,000,000ESAL)	250-500	TN	250	\$ 133.00	\$33,250.00	\$ 132.00	\$33,000.00
3	2303-0031500-HMA-Base Course (1,000,000ESAL)	500-750	TN	500	\$ 127.00	\$63,500.00	\$ 125.50	\$62,750.00
4	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-1000	TN	750	\$ 123.00	\$92,250.00	\$ 121.50	\$91,125.00
5	2303-0031500-HMA-Base Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 120.00	\$120,000.00	\$ 118.50	\$118,500.00
6	2303-0031500-HMA-Base Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 119.50	\$179,250.00	\$ 118.00	\$177,000.00
7	2303-0033500-HMA-Surface Course (1,000,000ESAL)	100-250	TN	100	\$ 160.50	\$16,050.00	\$ 158.50	\$15,850.00
8	2303-0033500-HMA-Surface Course (1,000,000ESAL)	250-500	TN	250	\$ 133.50	\$33,375.00	\$ 132.50	\$33,125.00
9	2303-0033500-HMA-Surface Course (1,000,000ESAL)	500-750	TN	500	\$ 127.50	\$63,750.00	\$ 126.00	\$63,000.00
10	2303-0033500-HMA-Surface Course (1,000,000ESAL)	750-1000	TN	750	\$ 123.50	\$92,625.00	\$ 122.00	\$91,500.00
11	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 120.50	\$120,500.00	\$ 119.00	\$119,000.00
12	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 120.00	\$180,000.00	\$ 118.50	\$177,750.00
13	2599-9999006-Tack Coat Emulsion	500-1500	GL	500	\$ 3.75	\$1,875.00	\$ 3.70	\$1,850.00
14	2121-7425022-Compacted Granular Shoulders, Type B	50-500	TN	50	\$ 37.00	\$1,850.00	\$ 36.50	\$1,825.00
15	2303 3400000-Manhole Adjustment (if needed)	1	EA	1	\$ 1,150.00	\$1,150.00	\$ 1,100.00	\$1,100.00
16	2318-1001210- Full Depth Reclamation (8" Depth)	4000-10000	SY	4000	\$ 7.00	\$28,000.00	\$ 6.80	\$27,200.00
17	2318-1001230- Mineral Stabilizing Agent, Fly Ash, Type C	217-541	TN	217	\$ 155.00	\$33,635.00	\$ 185.00	\$40,145.00
BASE BID TOTAL						\$1,077,060.00		\$1,070,520.00
ALTERNATE BID ITEM								
18	2212-5070310-HMA Full Depth Patch	50-500	SY	50	\$ 95.00	\$4,750.00	\$ 94.00	\$4,700.00
19	2212-5070310-PCC Full Depth Patch	50-500	SY	50	\$ 130.00	\$6,500.00	\$ 129.00	\$6,450.00
20	2214-5145150-HMA Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 30.00	\$1,500.00	\$ 29.60	\$1,480.00
21	2214-5145150-PCC Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 41.00	\$2,050.00	\$ 41.00	\$2,050.00
22	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 10.00	\$500.00	\$ 10.00	\$500.00
23	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	1001-4000	SY	1001	\$ 8.00	\$8,008.00	\$ 7.85	\$7,857.85
24	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 18.50	\$925.00	\$ 18.00	\$900.00
25	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth)-Mainline	1001-4000	SY	1001	\$ 12.50	\$12,512.50	\$ 12.35	\$12,362.35
26	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 15.25	\$762.50	\$ 15.00	\$750.00
27	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	1001-4000	SY	1001	\$ 12.25	\$12,262.25	\$ 12.00	\$12,012.00
28	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 23.75	\$1,187.50	\$ 23.50	\$1,175.00
29	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth)-Mainline	1001-4000	SY	1001	\$ 17.50	\$17,517.50	\$ 17.25	\$17,267.25
30	2511-67459000-Removal of Sidewalk	50-1000	SY	50	\$ 12.50	\$625.00	\$ 12.30	\$615.00
31	2511-7526004-Sidewalk PCC, 4 in.	50-500	SY	50	\$ 65.00	\$3,250.00	\$ 73.00	\$3,650.00
32	2511-7526006-Sidewalk PCC, 6 in.	50-500	SY	50	\$ 78.00	\$3,900.00	\$ 87.00	\$4,350.00
33	2511-7528100-Detectable Warnings for Curb Ramps	50-500	SF	50	\$ 60.00	\$3,000.00	\$ 60.00	\$3,000.00
34	2512-1725256-Curb and Gutter, PCC 2.5'	50-500	LF	50	\$ 47.50	\$2,375.00	\$ 47.00	\$2,350.00
35	2213-6745500-Removal of Curb and Gutter	50-500	LF	50	\$ 11.75	\$587.50	\$ 11.50	\$575.00
36	2528-8445113 - Flagger	1	EA	1	\$ 500.00	\$500.00	\$ 495.00	\$495.00
37	2528-8445115 - Pilot Car	1	EA	1	\$ 736.50	\$736.50	\$ 740.00	\$740.00
ALTERNATE BID TOTAL						\$83,449.25		\$83,279.45
TOTAL PROJECT BID						\$1,160,509.25		\$1,153,799.45
I hereby certify that this is a true tabulation of the bids received at								
2.00 P.M. on May 20, 2020 by:								
								

FILED

2020 MAY 28 AM 10: 01

CITY OF OTTUMWA, IA

CITY OF OTTUMWA

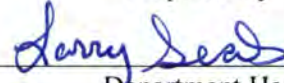
Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

Alicia Bankson

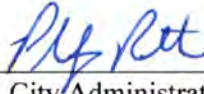
Prepared By



Department Head

Engineering

Department



City Administrator Approval

AGENDA TITLE: Resolution #127-2020. Awarding the contract for the Chip and Seal Program 2020.

****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 #127-2020.

DISCUSSION: This project is for the application of a Chip & Seal Coat to existing HMA overlay streets in an attempt to extend their life expectancy. This process includes sealing and patching the existing pavement surface, applying a asphalt emulsion coat, and then topping with a pea gravel wearing course surface. In the late 90's, the product was applied to several streets throughout the City with great result. Examples include North Court, Church St, Chester Ave, Ward Street, and Willard Street.

We have selected an area in which the average HMA surface is 15 years old. By applying the seal coat, we should extend the useful life another 15 years. The streets that we have selected are as follows:

Quincy Ave: Harvey to Ingersoll
Ingersoll: Quincy to Webster
Webster: PCC to Prosser
Harvey: Webster to Milner

Ferry St: Harvey to Montagne Lane
Prosser St: Ferry to Lillian
Lillian St: Prosser to Harvey
Ransom St: Loomis to Dead End

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Two (2) bids were received. The low bidder is Manatts Readymix of Ottumwa, Iowa in the amount of \$64,303.34.

Bid Tab and Plan Holders List are attached.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #127-2020

A RESOLUTION AWARDDING THE CONTRACT FOR THE
CHIP AND SEAL PROGRAM 2020

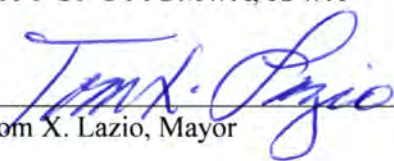
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Manatts Readmix of Ottumwa, Iowa in the amount of \$64,303.34.



APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

FILED

2020 MAY 28 AM 10:01

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Harry Seals
Department Head

Engineering
Department

Plz Rtt

City Administrator Approval

AGENDA TITLE: Resolution #128-2020. Awarding the contract for the Sanitary Utility Access Program 2020.

****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 #128-2020.

DISCUSSION: This project will place sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes will be placed at locations that have either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. Two (2) bids were received. The low bidder is DC Concrete & Construction of Douds, Iowa in the amount of \$53,300.00.

Bid Tab and Plan Holders List are attached.

RESOLUTION #128-2020

A RESOLUTION AWARDING THE CONTRACT FOR THE
SANITARY UTILITY ACCESS PROGRAM 2020

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete and Construction of Douds, Iowa in the amount of \$53,300.00.

APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor


ATTEST:



Christina Reinhard, City Clerk



2020 Sanitary Utility Access Program												
ITEM	DESCRIPTION	CONSTRUCTION ESTIMATE			DC Concrete & Construction			J&K Contracting LLC				
		UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION			
1	Replacement of Unsuitable Backfill material	CY	100	\$ 35.00	\$3,500.00	\$	30.00	\$	90.00	\$	\$9,000.00	
2	Manhole Sanitary Sewer Access (SW-303)	VF	31	\$ 725.00	\$22,475.00	\$	700.00	\$	1,352.00	\$	\$41,912.00	
3	Pavement Removal	SY	200	\$ 10.00	\$2,000.00	\$	13.00	\$	35.00	\$	\$7,000.00	
4	Full Depth Patch	SY	200	\$ 75.00	\$15,000.00	\$	80.00	\$	145.00	\$	\$29,000.00	
5	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$	2,000.00	\$	14,092.00	\$	\$14,092.00	
6	Concrete Base for Manhole Over Existing Sewer	EA	3	\$1,200.00	\$3,600.00	\$	2,000.00	\$	4,200.00	\$	\$12,600.00	
7	Concrete Base for Manhole Over Existing Brick Sewer	EA	1	\$1,800.00	\$1,800.00	\$	2,000.00	\$	15,124.00	\$	\$15,124.00	
		TOTAL			\$49,875.00			\$53,300.00			\$128,728.00	

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 5-22, 2020
 BY: 

FILED

2020 MAY 28 AM 10:01

CITY OF OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Larry Seal
Department Head

Engineering
Department

Phyllis Ritt

City Administrator Approval

AGENDA TITLE: Resolution #129-2020. Awarding the contract for Sidewalk Drop & Detectible Warning Installation Program 2020.

****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 #129-2020

DISCUSSION: This is the 9th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at \$1,280,000.00, and is budgeted for \$120,000 each year until complete.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. Two (2) bids were received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of \$202,375.00.

Bid Tab and Plan Holders List are attached.

RESOLUTION #129-2020

A RESOLUTION AWARDING THE CONTRACT FOR SIDEWALK DROP
& DETECTIBLE WARNING INSTALLATION PROGRAM 2020

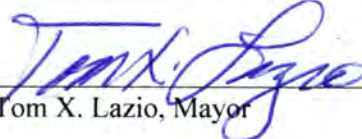
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete and Construction of Douds, Iowa in the amount of \$202,375.00.

APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



BID TABULATION FOR

Sidewalk Drop & Detectable Warning Installation Program 2020

DATE OF BID OPENING: 5/20/20

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			DC Concrete & Const.			TK Concrete Inc		
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
1	Pipe Culvert, 12" diameter	LF	40	\$ 78.00	\$3,120.00	\$ 75.00	\$3,000.00	\$ 65.00	\$2,600.00		
2	Curb and Gutter, PCC, 3.5' Maximum Width	LF	965	\$ 32.00	\$30,880.00	\$ 30.00	\$28,950.00	\$ 35.00	\$33,775.00		
3	Removal of Sidewalk, Shared Use Path, or Driveway	SY	950	\$ 21.00	\$19,950.00	\$ 20.00	\$19,000.00	\$ 15.00	\$14,250.00		
4	Sidewalk, P.C. Concrete, 6 inch	SY	950	\$ 78.75	\$74,812.50	\$ 75.00	\$71,250.00	\$ 85.00	\$80,750.00		
5	Detectable Warnings	SF	696	\$ 52.50	\$36,540.00	\$ 50.00	\$34,800.00	\$ 40.00	\$27,840.00		
6	Full Depth Patches	SY	50	\$ 94.50	\$4,725.00	\$ 90.00	\$4,500.00	\$ 100.00	\$5,000.00		
7	Pavement Removal	SY	50	\$ 23.00	\$1,150.00	\$ 22.00	\$1,100.00	\$ 25.00	\$1,250.00		
8	Curb and Gutter Removal	LF	965	\$ 36.75	\$35,463.75	\$ 35.00	\$33,775.00	\$ 15.00	\$14,475.00		
9	Traffic Control	LS	1	\$ 6,500.00	\$6,500.00	\$ 6,000.00	\$6,000.00	\$45,000.00	\$45,000.00		
TOTAL					\$213,141.25		\$202,375.00		\$224,940.00		

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON May 20, 2020

BY:



FILED

2020 MAY 28 AM 10:01

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Darry Seal
Department Head

Engineering
Department

PLY Rtt

City Administrator Approval

AGENDA TITLE: Resolution #130-2020. Awarding the contract for HMA, PCC Street Crack Repair Program 2020.

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 #130-2020

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

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on May 20, 2020 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Seven (7) bids were received. The low bidder is Wolverine Specialties, LLC of Jackson, Michigan, in the amount of \$22,200.00.

Bid Tab and Plan Holders List are attached.

RESOLUTION #130-2020

A RESOLUTION AWARDING THE CONTRACT FOR HMA, PCC STREET CRACK REPAIR
PROGRAM 2020

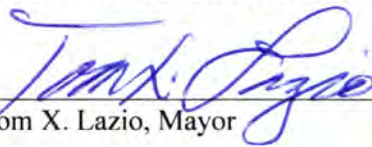
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Wolverine Specialists, LLC of Jackson, Michigan in the amount of \$22,200.00.


APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



PLAN HOLDERS LIST

Street Crack Seal Program 2020
 Ottumwa, Iowa 52501

Engineer's Estimate: \$50,000.00

Bids Received:

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Christy Construction PO Box 96 Ottumwa, IA 52501	(641) 684-6093	Picked Up 5/6/2020			
2	Kluesner Construction, Inc. 1007 1st Ave NW Farley, IA 52046 jmcdermott@kluesnerconstruction.com	(319) 480-1864	Emailed 5/6/2020			
3	Gee Asphalt Systems 4715 65th St SW Cedar Rapids, IA 52404 chavel@geeasphalt.com	(319) 533-2330	Emailed 5/6/2020			
4	Manatts Readymix 316 S Iowa Ave Ottumwa, IA 52501 randys@manatts.com	(641) 684-2071	Emailed 5/6/2020			
5	TK Concrete Inc 1608 Fifield Rd Pella, IA 50219 Billie@vermeergroup.com	(641) 628-4590	City Website 5/14/2020			
6	Midwest Coatings Company, Inc. 1425 280th St Modale, IA 51556 christy@midwest-coatings.com	(712) 645-2045	City Website 5/14/2020			
7	Wolverine Sealcoating LLC 3235 County Farm Rd Jackson MI 49201 Sales@wolverineseal.com	(517) 745-1390	City Website 5/14/2020			
	Master Builders 221 Park Street Des Moines, IA 50309 cadams@mbioline.com	800-362-2578 515-288-8718	Emailed 5/6/2020			

Item No. H.-8.

CITY OF OTTUMWA

Staff Summary

FILED
2020 MAY 28 AM 10:01
CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: June 2, 2020

Alicia Bankson

Prepared By

Darryl Seals

Department Head

Engineering
Department

Peggy Rott

City Administrator Approval

AGENDA TITLE: Resolution #132-2020. Approving Change Order No. 1 for 2020 Roofing Improvements Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #132-2020.

DISCUSSION: The City Council approved the contract in the amount of \$111,263.00 to Hawkeye Enterprise Roofing and Coating of Cincinnati, Iowa through Resolution #223-2019 on November 5, 2019. This project entails reroofing the WPCF Maintenance Roof, WPCF Airport Pump Station, and Fire Station #1 Dormitory Roof. Change Order #1 includes repairs to one 7-1/2 ton rooftop air conditioning condenser and replacement of one aged 10 ton rooftop air conditioning unit for Fire Station No. 1.

Change Order #1 increases the contract amount by \$6,380.00 for a new contract sum of \$117,643.00.

Contract Summary is as follows

Base Contract	\$111,263.00
Change Order #1	\$6,380.00
Revised Contract Amount	<u>\$117,643.00</u>

Contract Breakdown is as follows:

WPCF Maintenance Roof	\$45,700.00
WPCF Airport Pump Station	\$15,925.00
Fire Station No. 1 Dormitory	\$56,018.00
Total Contract Amount:	<u>\$117,643.00</u>

Source of Funds: Fire: \$99,000 CIP Funds Budgeted Item: X
WPCF: \$70,000 Operating Fund

Budget Amendment Needed: No

RESOLUTION #132-2020

A RESOLUTION APPROVING CHANGE ORDER #1
FOR THE 2020 ROOFING IMPROVEMENTS PROJECT

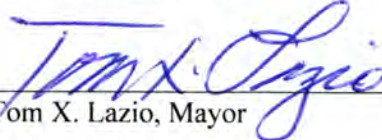
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Hawkeye Enterprise Roofing and Coating of Cincinnati, Iowa, Minnesota for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$6,380.00 resulting in a new contract sum of \$117,643.00.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: 2020 Roofing Improvements Project To Contractor: Hawkeye Roofing

Change Order Number: 1

DATE: May 26, 2020

The Contract is changed as follows:

Repair 7-1/2 ton rooftop AC condenser	<u>\$627.00</u>
Replace 10 ton rooftop AC condenser and coil	<u>\$5,753.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$6,380.00

Base bid amount \$111,263.00

NEW PROJECT TOTAL \$117,643.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$111,263.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$111,263.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$6,380.00</u>
The new Contract Sum including this change order	<u>\$117,643.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	




ENGINEER/
DIRECTOR OF PUBLIC WORKS

5-28-2020

DATE

Hawkeye Roofing

CONTRACTOR


BY

5-26-20

DATE
Owner

TITLE

Item No. H.-9.

CITY OF OTTUMWA

2020 MAY 28 AM STAFF SUMMARY

Council Meeting of: June 2, 2020

ITEM NO. _____

Joni Keith

Prepared By

Philip Rath

Department Head

Administration

Department

AGENDA TITLE: Resolution #133-2020 approves the adoption of the revised City of Ottumwa Personnel Policies and Procedures.

PURPOSE: Approve the revised City of Ottumwa Personnel Policies and Procedures.

RECOMMENDATION: Pass and Adopt Resolution #133-2020.

DISCUSSION: Pursuant to Sections 2-144 and 145, the City Code provides for the implementation of the City of Ottumwa Personnel Policies and Procedures for all city employees. Due to changes in Iowa Code Chapters 20 (Public Employment Relations) and 400 (Civil Service) that have occurred, there have been a number of sections in the Collective Bargaining Agreements which were required to be removed from the City's union contracts. Those items, such as retirement, health insurance and job postings would need to be placed in the new Personnel Policies. In addition, the new manual was updated regarding legal issues related to Family Medical Leave, social media policies, work related injuries, accident review procedures and other issues. Language clarifications were also made throughout the policy manual. The proposed new revised set of Personnel Policies and Procedures has been reviewed by the City Administrator and all Department Heads. This manual replaces the previous manual which was developed in May of 2006 and approved by the Ottumwa City Council. Attached hereto is the proposed City of Ottumwa Personnel Policies and Procedures, which will replace the May of 2006 manual in its entirety. The new manual will be effective July 1, 2020.

RESOLUTION NO. 133-2020
A RESOLUTION AMENDING AND SUBSTITUTING
THE CITY PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City of Ottumwa, Iowa, desires to approve new and revised personnel policies and procedures in accordance with the Municipal Code of the City of Ottumwa, Sections 2-144 and 2-145; and

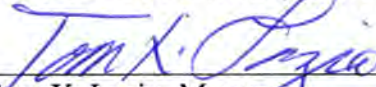
WHEREAS, The Personnel Policies and Procedures approved on April 4, 2006, by Resolution No. 78-2006, and any supplements thereafter are hereby null and void, and;

WHEREAS, the City of Ottumwa has reviewed and revised said Personnel Policies and Procedures 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, that the said Personnel Policies and Procedures, with an effective date of July 1, 2020 are hereby adopted by and for the City of Ottumwa, Iowa, and rescinding all others.

APPROVED, PASSED AND ADOPTED, this 2nd day of June, 2020.

CITY OF OTTUWMA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

JULY 1, 2020

Table of Contents:

1. General Provisions	3
2. Employment At-Will	4
3. Equal Employment Opportunity	5
4. Civil Service	6
5. Residency	7
6. Nepotism	7
7. Wages/Job Classifications	8
8. Hours of Work	9
9. Benefits	10
a. Holidays	10
b. Vacation	11
c. Sick Leave	12
d. Incentive Leave	14
e. Maternity/Paternity Leave	14
f. Funeral Leave	15
g. Longevity	15
h. FLEX Spending Plan	15
i. Retirement Plans	15
j. Health & Life Insurance	16
10. COBRA	16
11. Family Medical Leave	17
12. Family and Military Leave	22
13. Harassment	24
14. Internal Investigations	25
15. Administrative Leave	26
16. Military Leave	27
17. EAP	27
18. Accident Review	30
19. Work Comp & Restricted Duty Assignments	33
20. Employee Physicals & Medical Services	35
21. Fitness for Duty Exams	35
22. Personnel Files	38
23. Performance Evaluations	39
24. Access to City Administrator/Elected Officials	39
25. Internet & E-mail Usage	40
26. Social Media Policy	42
27. Cell Phone Policy	43
28. Disciplinary Policy & Procedures	46
29. Grievance Procedure	49
30. Employee Privacy/Confidentiality	50
31. Violence in the Workplace	51
32. Dress Code Policy	51
33. Conflicts of Interest	55
34. Smoking	55
35. Substance Abuse Policy	56
36. Travel	60
37. Seasonal Employees	62
38. Separation from City Service	63

SCOPE OF PERSONNEL POLICIES

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. No Policy book can anticipate every circumstance or question about policy.

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.

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.

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.

ARTICLE 4. CIVIL SERVICE

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

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

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

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

- a. Quits or retires;
- b. Discharge, and discharge is not reversed through grievance procedure;
- c. Fails to report to work at the end of a leave of absence;
- d. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
- e. Has 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. Employees, with civil service seniority in that classification, shall be given three (3) days' time in which to make application to fill the position. The employee with the best qualifications, as determined by the Department Head, will be assigned to fill the position. The employee has fourteen (14) days to disqualify him/herself and return to their former position if it is available. Employees may only exercise the self-disqualification once every two (2) years. The City has up to thirty (30) days to disqualify employees and return that employee to his/her former position if it is available.

ARTICLE 5. RESIDENCY REQUIREMENTS

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

ARTICLE 6. NEPOTISM

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

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

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

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

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

ARTICLE 7. WAGES/JOB CLASSIFICATIONS

Non-bargaining unit employees, excluding Department Heads, will be paid in accordance with the City's non-union pay plan adopted by the City Council on June 20, 1989 and effective July 1, 1989.

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

Copies of paychecks 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.

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. 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 from one calendar year to the next. A Department Head may reduce overtime for non-union covered non-exempt positions by allowing flex time during the week overtime is 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.

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 8. 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. All non-exempt employees are required to punch into the KRONOS System when reporting to duty and punch out of the KRONOS System when ending their shift. Employees are NOT allowed to work "off the clock." Employees who fail to properly punch in for work will be subject to disciplinary action, up to and including termination of employment.

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

Department Heads or designee may schedule overtime or extra shifts when it is necessary. Employees are not permitted to work overtime without the prior approval of their Supervisor or Department Head.

All non-exempt employees are required to complete an individual time record showing the daily hours worked.

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

ARTICLE 9 - 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.

HOLIDAYS:

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

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.

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

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

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. Seasonal and/or temporary employees will not accrue vacation leave benefits.

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. Employees increase will take effect on the first day of the pay period closest to the date of the actual increase. 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:

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

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 shall be turned into the Department Head or City Administrator. All vacation requests must be approved by the Department Head or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.

2. Vacation periods may be changed after they are approved only with the approval of the Department Head or designee or City Administrator.

Accrued vacation will be limited to an amount equal to 1 ½ times the employee's annual accrual rate at any point in time. Once that limit is met, the employee will begin to lose vacation accrual over the limit. It is the employee's responsibility to watch their accruals set out in their paystub to determine when the employee could lose vacation time if not used. An employee called in to work on a vacation day will receive pay of time and one half plus the vacation pay (double time and a half) or be paid time and one half and receive another day off later.

SICK LEAVE:

It is the policy of the City of Ottumwa to grant its employees paid sick leave to be used during times of incapacitation for work. Sick leave is not, however, interchangeable with paid vacation. The use of sick leave by any employee for non-medically related absences from work is considered to be sick leave abuse and subjects the employee to disciplinary action.

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

Any eligible employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive sick leave with pay, subject to the provisions of this policy. Sick leave does not include elective cosmetic procedures. If an employee is exposed to a contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick leave may be used. An illness or injury to spouse or minor child which requires the employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of eighty (80) hours per fiscal year. Employee doctor and dentist appointments may also be charged to sick leave when they cannot be scheduled outside the employee's regular work hours. Sick leave will only be allowed for the doctor's appointment and reasonable travel time to and from the doctor's office.

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

On the first payday after November 30th of each year, each current employee shall be paid for 25% of accrued sick leave in excess of 1920 hours, up to a maximum of forty-eight (48) hours and the employee's sick leave accrual will be reduced to 1920 hours. The date used will be the

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

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

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

Sick leave may be used for absence caused by sickness, injury, disability, or pregnancy. Sick leave will not be used for employees on vacation, holidays, or leave of absence. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation. Employees who have exhausted their sick leave may utilize vacation leave donated by another employee. Donations are voluntary and shall be turned in confidentially to the finance department for the benefit of the employee on sick leave.

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

The Department Head or City Administrator may require that the use of sick leave be supported by a doctor's statement if the employee 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.

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 sick leave, the employee may be required to appear for a physical examination to determine whether such sick leave 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 leave. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

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

INCENTIVE LEAVE:

Unless a collective bargaining agreement provides otherwise, personal leave in the amount of one hour shall be awarded for each pay period in which an employee is not absent from work due to the use of sick leave. 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 Personal Leave may be carried over each year. The reset period shall be the pay period ending closest to November 1, each year.

MATERNITY/PATERNITY LEAVE:

An individual on paternity or maternity leave may take up to 12 weeks of Family Medical Leave (FML). Family Medical Leave is unpaid leave, unless the individual has accumulated vacation and comp time that would cover all or a portion of it.

For paternity leave, the City's policy is to provide two weeks (10 work days) of paid sick leave for paternity leave. The employee may also take additional time off up to the 12 weeks. However, the employee would have to use vacation and/or comp time or it could be unpaid leave. The City is not required by state or federal law to provide any paid sick leave for paternity leave.

Note: At this time, the two weeks paternity leave (80 hours sick time used) does not count as dependent sick time, so if after using two weeks sick time for paternity leave, the baby or other dependent defined as spouse or child, becomes ill, the employee has an additional 80 hours dependent sick time available to use during that fiscal year.

An employee giving birth also gets up to the 12 weeks of FML, although the City provides up to six weeks of sick leave if the employee has that amount accumulated. An employee may take additional paid leave in the form of vacation or comp time if they have it or it would be unpaid leave to complete the remaining portion of the 12 weeks of FML. The employee, after taking the six weeks of maternity leave, could still have an additional two weeks (80 hours) of dependent sick leave for a spouse or child that is available in that fiscal year.

This policy is subject to revision based upon the needs of the City as well as State and Federal law.

FUNERAL LEAVE:

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

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

Regular part-time employees will be granted funeral leave on a pro-rated basis.

LONGEVITY PAY:

The City will pay full-time regular employees \$25.00 per month for each five years of continuous service.

FLEX SPENDING PLAN:

The City currently has a Flex Spending Plan being administered by Advantage Administrators. This plan 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. Employees are notified in November of each year for signup for the next calendar year. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. The IRS sets the maximum amount of money that can be placed in this plan annually. The sum of \$500 can be carried over into the next year and participants may have until January 31 of the next calendar year to submit claims. An employee must consider carefully how much is needed annually. Any amount over \$500 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 Human Resource Manager can furnish additional information in regard to the above retirement plans.

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.

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.

All full-time employees will receive life insurance equal to the employee's annual salary (base plus longevity).

ARTICLE 10. 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 11. FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act, effective August 5, 1993, as amended, the City of Ottumwa will grant job protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; *or*
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.
6. An immediate family member of a service person who suffers a "qualifying exigency" as a result of being on active duty or having been notified of an impending call to active duty may use up to 12 weeks of leave. Immediate family is defined as parent, son, daughter or spouse. "Qualifying exigency has been defined by regulations issued by the U.S. Department of Labor. Specific information regarding this leave is set out in Article 12.
7. A spouse, parent or child or the "next of kin" (nearest blood relative of the injured service member) may take up to 26 weeks of leave when caring for a covered service member. This is a member of the Armed Forces who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. This type of leave may be taken one time, not on an annual basis. It may be taken intermittently.

Married couples. In cases where a married couple is employed by the City, the two spouses together may take FMLA pursuant to Federal law.

Current practices will continue unless modified by the "Act". This act was not intended to bestow any additional benefits to employees.

DEFINITIONS:

A. "12-Month Period" - means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.

B. "Spouse" - does not include unmarried domestic partners. If both spouses work for the City of Ottumwa their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

C. "Child" - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

D. "Serious Health Condition" - for the purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice or residential medical care facility.

2. Any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a health care provider.

3. Continuous treatment by or under the supervision of health care provider for a chronic serious health condition which requires periodic visits for treatment, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity.

4. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective.

5. Any period of absence to receive multiple treatments from a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

6. Prenatal care and issues related to pregnancy.

E. "Continuing Treatment" - means:

1. Two or more visits to a health care provider; or

2. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or

3. A single visit to a health care provider that results in a regimen of continuing treatment; or
4. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

COVERAGE AND ELIGIBILITY

A. To be eligible for family/medical leave a full or part-time employee must:

1. Have worked for the City of Ottumwa for at least 12 months; and
2. Have worked at least 1,250 hours in the preceding 12 month period.

INTERMITTENT OR REDUCED LEAVE

Leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently with the employer's approval and must conclude within 12 months after the birth or placement.

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary." When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operation.

1. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

2. Employees needing intermittent/reduced schedule leave for foreseeable medical treatments must work with their employers to schedule the leave so as not to disrupt the City's operations, subject to the approval of the employee's health care provider. In such cases, the employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

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

C. For part-time employees and those who work variable hours, the family and medical leave, entitlement is calculated on a pro-rated basis. An employee's leave will be figured on the number of hours the employee is budgeted to work per year.

Example: If an employee worked is budgeted for 1040 hours per year, that employee would be entitled to one-half or 6 weeks of Family Medical Leave within a 12 month period.

SUBSTITUTION OF PAID VACATION AND SICK LEAVE TIME

A. An employee shall be required to use accumulated sick leave for him/herself, a spouse or dependent child. If the employee's sick leave is exhausted, the employee must request accrued accumulated leave which includes vacation pay, comp time and incentive leave. If an employee is granted leave for a parent, the employee is required to use accumulated leave (excluding sick leave) or unpaid leave.

B. When an employee has used the appropriate accrued paid vacation and/or sick leave for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

NOTICE OF REQUIREMENT

A. An employee is required to give 30 days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Human Resource Office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practical, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

B. If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.

MEDICAL CERTIFICATION

A. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form and return the certification to the Human Resource Office. Medical certification at the employee's expense must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.

B. The department head or city administrator may require a second or third opinion (at City's expense) and will require periodic reports on the employee's status and intent to return to work and a fitness-for-duty report to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employees medical records file in the Human Resource office.

EFFECT ON BENEFITS

- A. An employee granted a leave under this policy will continue to be covered under the City's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction or by direct payment to the City Clerk. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- C. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the company for the cost of the premiums paid by the company for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.
- D. If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
- E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the employer on behalf of that employee (also known as the employer contribution) during the period of leave.
- F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

JOB PROTECTION

- A. An eligible employee who takes Family Medical Leave is entitled to be restored to the same position as when the leave started, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If the employee's position would have

been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

FAMILY/MEDICAL LEAVE FORMS TO BE SUBMITTED BY THE EMPLOYEE TO THE EMPLOYER. These forms are available from the HR Department.

1. Request for Family/Medical Leave
2. Physician or Practitioner Certification - Family Member/Serious Health Condition; Employee Serious/Health Condition
3. Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During a Family/Medical Leave of Absence
4. Fitness for Duty to Return From Leave

ARTICLE 12. MILITARY FAMILY LEAVE

There are two types of Military Family Leave available.

1. Qualifying exigency leave. Employees meeting the eligibility requirements described above under Article 13 – Family Medical Leave, may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee’s spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

For Regular Armed Forces members, “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).

For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), “covered active duty or call to covered active duty status” means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

Qualifying exigencies may include:

- Short-notice deployment (seven or less calendar days)
- Attending certain military events and related activities
- Childcare or school activities
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered military member’s covered active duty status, and to address issues arising from death of military member)

- Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
- Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the company and the employee.

2. Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations **For a current member of the Armed Forces**, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

For a covered veteran, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

For leave taken for a qualifying exigency, an employee may elect or the employer may require substitution of paid personal, vacation, or family leave time for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.

For leave to care for a seriously injured or ill family member in the military, an employee may substitute paid personal, vacation, family leave, sick, or medical leave time for unpaid FMLA leave. The same rules apply as if the employee took leave for his or her own serious health condition. The employer will not provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave.

ARTICLE 13. 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 14. 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 15. LEAVES 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.

Any employee on paid leave shall continue to accrue leave benefits only until such time as paid leave is exhausted or until 90 consecutive calendar days have passed.

A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons. Leave must be approved by the appropriate Department Head and City Administrator. Subject to state and federal law, the employee shall receive no compensation, does not accrue seniority, vacation, sick leave or other benefits.

ARTICLE 16. MILITARY LEAVE

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

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

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

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

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

ARTICLE 17. EMPLOYEE ASSISTANCE PROGRAM (EAP)

It is the policy of the City of Ottumwa to make available for its employees and their dependents confidential counseling and guidance for problems such as alcohol and drug abuse,

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

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

- a. The basis of the referral should be a written account of the performance problem that is observed. The account should be as detailed as possible including the dates, times and descriptions of behaviors that have become a part of a pattern of deterioration or particular incidents that warrant supervisory action. This may not be possible in cases such as those involving use of alcohol or drugs on city property which require immediate attention.)
- b. The supervisor should meet with the employee with the problem to discuss the performance problem and communicate clearly the consequences of failure to resolve the problem. In this meeting, the supervisor should not speculate as to the cause of the performance problem nor engage in discussion with the employee concerning any personal problems. (Should a particularly unusual pattern develop, the supervisor may consult with the EAP counselor prior to his/her meeting with the employee).
- c. After the employee has been confronted with the performance problem, the supervisor must review the EAP with the employee, advise him/her of the availability of confidential professional assistance for any work-hampering personal problem and strongly encourage the employee to allow the supervisor to arrange an appointment with the EAP counselor. While the final decision to use the EAP shall be left up to the employee, the supervisor should emphasize the importance of the EAP.
- d. If the employee agrees to accept assistance, the supervisor should call the EAP counselor and arrange a meeting between the employee and the EAP counselor. The counselor will advise the supervisor of any further action which might be necessary.
- e. The supervisor should make available to the EAP counselor all information that is relevant to the performance problem of the employee prior to the arranged meeting. If necessary, the EAP counselor will request a conference with the supervisor to further discuss the situation.

- f. If the employee chooses not to accept assistance at this time, the supervisor should reinforce the expectation for improved performance and the consequences for failure to improve. The supervisor should also point out that the EAP will be available should the employee change his/her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.
- g. All information pertaining to the employee's referral to the EAP and information provided by the EAP counselor to the supervisor should be accorded the same high standards of confidentiality as applied to other disciplinary procedures and personnel records.
- h. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.
- i. In all cases of formal supervisor requests, particularly those associated with job performance problems on the part of the employee), the EAP will provide follow-up information to the supervisor. Only information related to the employee's cooperation with the EAP and ability to perform his/her duties will be released. This release of information may require written permission by the employee, under Federal or State law.

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

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

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

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and/or drug abuse treatment are expected

to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

An employee who must be absent from work because of counseling or treatment shall be returned to his/her regular position with full benefits and seniority afforded other employees with medical problems if the position has not been filled. The department head will require the returning employee to furnish a return to work release.

ARTICLE 18. ACCIDENT REVIEW

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

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

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

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

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

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

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

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

- a. Possession of valid license
- b. Driving experience with the City
- c. State driving record

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.
 - a. Property damage to a third party
 - b. Damage to City vehicle or City property
 - c. Bodily injury to a third party as a result of an accident
 - d. Bodily injury to employee
2. Definitions:
 - a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
 - b. Minor, but avoidable – the accident is one that poses minimum danger

- to life and property, a mistake.
- c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
- d. Avoidable/**negligence** – **the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.**
- e. Avoidable/**Carelessness** – **the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.**
- f. **Negligence with intent** – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.

3. Accident Causes:

Worker's Compensation accidents can usually be broken down generally into Two causes: an UNSAFE ACT or an UNSAFE CONDITION. Unsafe acts usually account for 85% of accidents, while the remaining 15% are caused by unsafe conditions. The following list offers prime examples of both:

UNSAFE ACT:

- Making safety devices inoperable
- Failure to use guards provided
- Using defective equipment
- Servicing equipment in motion
- Failure to use proper tools or equipment
- Operating machinery at unsafe speed
- Failure to use proper tools or equipment
- Operating without authority
- Lack of skill or knowledge
- Unsafe loading or placing
- Improper lifting, lowering or carrying
- Taking unsafe position
- Unnecessary haste
- Influence of abusive substances
- Physical limitation or mental attitude
- Unaware of hazard
- Unsafe act of another

UNSAFE CONDITION:

- Inadequate guards of protection

- Defective tools or equipment
- Unsafe condition of machine
- Congested work area
- Poor housekeeping
- Unsafe floors, platforms, stairways
- Improper material storage
- Inadequate warning system
- Fire or explosion hazards
- Hazardous substances
- Inadequate ventilation
- Excessive noise
- Inadequate illumination
- Hazardous atmosphere: gases, dust
- Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

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

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

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

ARTICLE 19. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

Employees who are injured on the job could be eligible for worker's compensation coverage. The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number on the card provided to each employee upon employment. Additional cards may be obtained from Human Resources. The cards are also posted in each department. This is the First Report of Injury. Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails

to report the injury, and potentially could result in a denial of work related injury benefits. The injured employee must as soon as possible call the "Company Nurse," report the injury and symptoms and follow the advice of the medical provider for treatment. The "Company Nurse" will direct the injured employee for treatment. If the injury is severe and the employee is unable to call, the employee should seek immediate treatment and the employee's immediate supervisor will make the report. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department. IMWCA is the City's Worker's Compensation administrator.

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

The purpose of this policy is to establish guidelines for retaining employees in restricted duty assignments when they are temporarily partially disabled as a result of work related injuries or illnesses. Employees who are temporarily partially disabled because of an occupational injury or illness and who are deemed capable of any work by the City's designated physician for work related injuries will be required to perform restricted duties as assigned. Employees who are eligible for leave under the Family Medical Leave Act (FMLA) may have the discretion to not be forced to return to work. However, eligibility for certain worker's compensation benefits for rejection of the modified or restricted duty assignment could be lost.

Procedures for restricted light duty:

1. Determination of medical eligibility for light duty assignment will be made by the City designated health care provider and where warranted in conjunction with the employee's personal physician.
2. Each injured employee will report to the Human Resource Department and perform restricted duty assignments as directed.
 - a. Employees will be first sent back to their own department when work is available.
 - b. If no light duty is available within the employee's own department, he/she may be assigned to any duties within the City.
 - c. Employees will not be assigned to any duties that they are not physically capable of performing.
 - d. Exceptions to the above policy may be approved by the City Administrator or his designated representative when it is in the best interest of the City to do so.
 - e. The Department Head in conjunction with the Human Resource Manager will determine the appropriate plan for returning to unrestricted job duties.

Exclusions

1. The City's designated health care provider has the authority to excuse an injured employee from any work activity.

2. The provisions of this policy are not applicable to employees temporarily rendered physically unfit to perform normal duties due to non-work related circumstances, nor shall such employees be allowed to work restricted duty.

Restricted leave will be periodically reviewed and will not normally exceed 90 calendar days. This policy does not imply entitlement to a permanently modified position.

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. 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

- 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.

- After an evaluation, information available to the employee's supervisor will be limited to:
 - Whether a person is fit to resume some or all of his or her job duties
 - Whether a person is a direct threat to self or others
 - 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. 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; requests for leaves of absence; 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. Medical information will be kept in a separate Medical file, including the results of medical exams required by the City.

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.

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. INTERNET AND E-MAIL USE

The use of electronic mail and the Internet is becoming increasingly 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.

The following procedures apply to all electronic media and services that are accessed on or from City premises; accessed using City Computer equipment or via City-paid access methods or facilities; and/or are used in a manner which identifies the individual user with the City.

All electronic systems, hardware, software, temporary or permanent files, electronic information created and/or received by an employee using e-mail, word processing, utility programs and any related systems or devices are the property of the City of Ottumwa. These include, but are not limited to, computers, tablets, network equipment, software, documents, databases, spreadsheets, calendar entries, appointments, tasks, and notes which reside in part or in whole on any city electronic system or equipment. Employees, elected officials, and others serving in an official capacity have no right or reasonable expectation of privacy in the use of E-Mail or Internet sites accessed. The City will refrain from accessing such information unless it is in compliance with the City's need for supervision, control, and efficiency in the workplace. Under Iowa Code Chapter 22, all of these media and associated services, e-mails, etc., are deemed potentially public records.

The City also reserves the right, in its discretion, to review any employee's electronic files and message usage to the extent necessary to ensure that electronic media services are being used in compliance with the law and with this and other City policies.

Only persons presently employed by or serving in an official capacity with the City are permitted to use computer resources owned, rented, leased or otherwise under the control of the City, with the exception of the computer resources offered to the public by the library. Use of the computer resources offered to the public by the library is controlled by the library's computer use policy.

Because computer viruses can destroy data without warning, installing computer hardware

and/or software on the City's computer systems or on City property is strictly prohibited unless expressly purchased and/or approved by the City for use and either installed by the City's IT Manager or under his/her supervision. All appropriate precautions must be taken to detect for a virus and, if necessary, to prevent its spread.

Since electronic communications are not secure from possible intentional or inadvertent misdirection and interception, sensitive information about personnel or municipal business should be sent utilizing other, and more secure, forms of communication.

Each employee, elected official, and others serving in an official capacity with the City who use any security measures must provide his/her supervisor and the IT Manager with a record of all his/her passwords and encryption keys, if any, including all log-in names and passwords to access the computer and any internet site accessed by the employee using City equipment or services, or from the City's premises. All records of passwords shall remain confidential. Employees should always log off their computer when it is left unattended. All users shall respect the integrity of other computers and computer systems and not interfere with or disrupt network users, services, programs, software, or equipment. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user.

No e-mail or other electronic communications may be sent which attempts to hide the identity of the sender as someone else or as being from another city or business.

Employees are encouraged to use E-Mail and the Internet to:

- Facilitate performance of job functions.
- Facilitate the communication of information in a timely manner.
- Coordinate meetings of individuals, locations, and city resources.
- Communicate with departments throughout the City.
- Communicate with outside organizations as required in order to perform job functions.
- Conduct research and obtain information.

Users of electronic mail shall inform and/or copy to their supervisor any e-mail containing information pertinent to the operation of their department or unit. The same guidelines for forwarding information to supervisors should be used for e-mail that are employed for written or telephonic communication.

Prohibited Uses of the Internet and E-Mail:

- Extensive personal use.
- For personal commercial use or profit.
- To access pornographic sites or material except as part of a criminal investigation and with the express permission of the department head.
- Illegal activities.
- Political activities or endorsements.
- To make or conduct threats, harassment, slander, or defamation.

- To knowingly access, view, or send obscene, vulgar, or offensive messages, materials, or images.

E-mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies, and others and may be subject to state law and City policy pertaining to record retention and destruction.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials except as permitted by the copyright owner.

Employees shall not play computer games during working hours with the exception of the Fire Department, where such activities are allowed after 5:00 p.m. and on weekends.

Electronic devices assigned to any employee, elected official, or other person serving in an official capacity with the City may be provided with a minimum amount of data/internet usage. Any amount of data/internet usage above the provided amount will be the direct responsibility of the employee, elected official, or other person serving in an official capacity with the City. An "Authorization to Deduct" form must be filled out prior to service being provided, and applicable fees will be deducted from the first payroll check of the month each month's service is rendered.

Any employee, elected official, or other person serving in an official capacity with the City who violates this policy or is found to be abusing the privilege of City facilitated access to electronic media or services will be subject to disciplinary action up to and including termination and/or may risk having the privilege of access and use of electronic media removed from him/her and possibly other employees.

ARTICLE 26. SOCIAL MEDIA POLICY

Social media provides a potentially valuable means of assisting the City and its staff in meeting community outreach, problem-solving, investigative, crime prevention, and related objectives. The City endorses the secure use of various social media outlets to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity.

Use of social media on City equipment during working time is permitted on a limited basis, if your use is for legitimate, pre-approved City business. Please discuss the nature of your anticipated social media use and the content of your message with your supervisor. Obtain approval prior to such use. Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

Due to the potential for issues such as invasion of privacy (employee and citizen/customer), sexual or other harassment (as defined in Articles 3 and 13 of this Manual), staff may not take, distribute, or post pictures, videos, or audio recordings while on working time unless approved by the supervisor. An exception to the rule concerning photographs and recordings of work areas would be to engage in activity protected by the National Labor Relations Act including, for example, taking photographs of health, safety and/or working conditions, work-related issues and protected concerted activities.

Be thoughtful in all your communications and dealings with others, including e-mail and social media. Never harass, threaten, libel or defame co-workers or citizens. In general, it is always wise to remember that what you say in social media can often be seen by anyone. Accordingly, harassing comments, obscenities or similar conduct that would violate City policies is discouraged in general and is never allowed while using City equipment or during your working time.

All employees are expected to know and follow this policy. Nothing in this policy is, however, intended to prevent employees from engaging in concerted activity protected by law. If you have any questions regarding this policy, please ask your supervisor or Human Resources before acting. Any violations of this policy are grounds for disciplinary action, up to and including termination of employment.

ARTICLE 27. CELL PHONE USAGE

Purpose:

This City policy outlines the use of personal cellular/wireless devices at work during the workday, and establishes a policy for the management and use of cellular telephones for City employees when needed as part of the employee's job duties.

Policy:

The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Heads will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Department Head to justify and budget for the cell phone allowance or a City-owned phone for designated supervisory employees. The allowance will also need to be approved by the City Administrator.

The City will supply a City-owned cellular telephone to some designated areas including the Public Works Department, Engineering Department, Parks Department and the Health Department.

Other than these defined areas, the City will not provide a City-owned cellular telephone to the employees designated by the Department Heads but rather will provide the employee a monthly allowance in their paycheck to offset the expense of a personal cellular telephone. The cellular telephone the employee uses will be his/her personal property. The employee will be responsible for the capital cost of the phone.

That employee may, at his or her own discretion and expense, add extra services, insurance or equipment features as desired.

Department Heads and other exempt employees who are issued either a City-owned cell phone or a cell phone allowance are required to carry these phones and are on call unless on authorized vacation. If a designated exempt employee chooses to turn the phone off on off-duty hours or chooses to not answer the phone, that individual may lose the City-owned cellular phone or the phone allowance and may face disciplinary action.

For specified positions other than management employees that either have a City-owned cellular telephone or a cell phone allowance, these employees are required to have the phone on at all times for City business while at work. Failure to answer the phone during off-duty times could result in the loss of the cell phone allowance or the City-owned phone.

Cell phone allowances shall range from \$20 per month to \$40 per month depending on the amount of work usage needed. The Department Head will determine the needed allowance as approved by the City Administrator. The employee receiving a cell phone allowance must retain an active cellular phone contract as long as the allowance remains in place. Because the cell phone is owned personally by the employee, the employee will be allowed to make and receive personal calls on said phone. However, personal calls shall not interfere with work.

A cellular telephone authorization form shall be completed by the employee and reviewed and signed by the Department Head and the City Administrator. The completed form shall then be forwarded to the Finance Director. The allowance will continue until the finance Director is notified in writing by the Department Head to discontinue the allowance or when the employee terminates employment with the City. A PA will also be completed authorizing the allowance in payroll.

It is the policy that the use of personal cellular/wireless devices shall be limited during the workday. Further, the city-owned telephone system is intended for business use only.

Procedures:

Excessive use of personal cellular or wireless devices during the workday can interfere with productivity and can be distracting to others and, therefore, employees shall not use personal cell phones routinely during the work day. Occasional calls from children, spouses and significant others are acceptable as long as they are short and not excessive. If circumstances requiring the use of personal cellular devices do arise, the employee should try to take the call away from their desk in a non-public space so the call does not disturb co-workers or the public.

Further, it is expected that all employees ensure their friends and family understand the policy and direct communication to coincide with non-paid time or scheduled breaks.

This does exempt those city employees who are authorized a cell phone allowance and who are using the cell phone for city business. Those individuals who are provided a cell phone at city expense must limit use of that phone for city business.

Failure to Comply:

While the policy will be implemented with a certain amount of flexibility, excessive use of cell phones will result in progressive disciplinary actions, including the potential loss of use of personal cell phones during work hours. Excessive use of city provided cell phones for personal use may also result in progressive disciplinary actions, including the loss of use of those phones.

Policy Receipt Verification:

I certify that I have received a copy of the City of Ottumwa’s Policy on the Use of Personal Cellular Devices in the Workplace and I have read and understand the content, requirements, and expectations of the Policy and I agree to abide by the policy guidelines. I understand that if at any time I have questions regarding the Policy, I will consult with my immediate supervisor.

I agree to observe and follow the acceptable use policy. I understand that failure to abide by the policy could result in the loss of cellular phone privileges and/or other disciplinary actions. I also acknowledge that there may be no expectation of privacy for the use of city-owned cell phones or personal cell phones with a provided allowance when used for city business.

Employee Name (Signature) Date Employee Name (Print) Department

CELL PHONE AUTHORIZATION REQUEST/CHANGE FORM

_____ New Application _____ Change in Enrollment

Employee Name: _____
Job Title: _____
Department: _____
Work Phone: _____
Cell Phone Number: _____
Cell Phone Provider: _____

Certification & Approvals:

I certify that the above allowance will be used toward expenses I incur for cellular phone usage and that I am responsible for the payment of any cost that exceeds the approved City allowance. I also understand that I am responsible for keeping my cellular phone service Allowance Request/Change Form to notify the City of changes to my cellular phone number or provider. I understand and intend to comply with the City’s Cellular Phone Policy and Procedure. I understand that the contract provisions of any communication service plan entered into by me are my personal responsibility.

Employee Signature: _____ Date: _____

Approved for Cell Phone Allowance of \$ _____ per month:

Approved by: _____ Date: _____
Department Head

Approved by: _____ Date: _____
City Administrator

Approved for City-owned Cell Phone

Approved by: _____ Date: _____
Department Head

Approved by: _____ Date: _____
City Administrator

ARTICLE 28. 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.

Leave of Absence is when an Employee requests and is granted the Leave of Absence for good and sufficient reasons and is in the best interest of the City. The Leave of Absence is requested and approved in advance for a specific time.

1. Employee granted the Leave of Absence for the specific time without pay.
2. Employee could request payment of accumulated leave, excluding sick leave, and if approved by City Administrator be paid for said leave.
3. Return to work if the approved leave states that the employee could return at the end of the Leave of Absence.

ARTICLE 29. GRIEVANCE PROCEDURE

1. **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.

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

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

Step one. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based or the grievance is waived. The immediate supervisor shall give a written

answer to the aggrieved employee within seven (7) working days after the grievance is presented to the supervisor.

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

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

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

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

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

ARTICLE 30 – 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 31 – 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. Therefore, no City employee is permitted to possess or carry firearms or other lethal weapons in City buildings, at City work sites or in City vehicles. Firearms and weapons are defined in Sections 702.7 and 724.1 of the Code of Iowa and include, but are not limited to, guns of any description, long knives, etc. This policy excludes firearms and weapons carried by law enforcement employees as required by their employment. An employee in violation of this policy will be subject to discipline up to and including termination of employment.

ARTICLE 32 – DRESS CODE

CITY HALL EMPLOYEES:

Business Attire Policy: Business Casual Dress Code:

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

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and shirt with corduroy pants, and a jacket, sweater, and skirt and leggings as part of a dressy ensemble and with a top that covers the rear end. Jeans, t-shirts, shorts, short skirts, tube tops, tank tops with shoulder strap width of 3 inches or less, and spaghetti straps (unless covered by a jacket), halter tops, low-cut blouses or sweaters, low cut shirts, blouses and sweaters, spandex or Lycra, clothing that is tight and suggestive, sweatpants, workout gym clothing, swim wear, and footwear such as flip flops are not appropriate for business casual attire. Open toed dress sandals for women are appropriate unless as directed by the Department Head due to the need to perform field inspections or work responsibilities outside of the office.

Be considerate and thoughtful regarding clothing that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn,

ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

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

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

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

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

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

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

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

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

comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

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

Business Attire Policy: Casual Dress Code:

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

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

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

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

Council Meetings:

Business Attire Policy: Formal Dress Code:

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

Business attire for men includes suits, dress shirts and dress pants that are typical of business formal attire at work. For women, business attire includes dress pants, dresses and skirts appropriate to a formal business attire environment.

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

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

OTHER NON-CITY HALL CITY EMPLOYEES:

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

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

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

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

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

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

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

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

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing

union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

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

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

ARTICLE 33 – 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 34 – 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 35 – 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:

A. 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.

B. 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:

A. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and

B. 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 36. 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:

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 37. SEASONAL EMPLOYEES

Seasonal employees are defined as those who work on a seasonal basis 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 them by State or Federal regulations.

Employees must maintain a valid Iowa driver's license if required for the position and be insurable under the City's liability insurance. These employees will report to work on time and obey all safety rules and regulations of the department and the personnel policies and procedures of the City which are available for review within each department.

ARTICLE 38. SEPARATION FROM CITY SERVICE

All employees voluntarily leaving employment with the City of Ottumwa must give at least two weeks written notice prior to the effective date. If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

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

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

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


FILED
2020 MAY 29 AM 10:33
CITY OF OTTUMWA
CITY STAFF SUMMARY

Council Meeting of: June 2, 2020

Item No. 134-2020

Kala Mulder

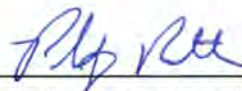
Prepared By



Department Head

Finance Department

Department



City Administrator Approval

Agenda Title: Resolution No. 134-2020, Recommendation to Transfer \$7,654.25 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.

.....
Recommendation: Pass and adopt Resolution 134-2020

Discussion: Outstanding payables listing from 4/22/20 – 5/28/20. The invoices totaled \$8,816.14, however BridgeView, Inc. has graciously offered to help with some of the capital invoices, reducing the amount to \$7,654.25 These expenses will be paid using an internal loan, not to reduce the General Fund fund balance.

RESOLUTION NO. 134-2020

A RESOLUTION TRANSFERRING TO BRIDGEVIEW CENTER IN THE AMOUNT OF \$7,654.25 FOR DELINQUENT PAYABLES DUE TO LOST REVENUE RELATED TO COVID-19.

WHEREAS, the City of Ottumwa, Iowa owns the BridgeView Center facility; and

WHEREAS, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf to the city;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa the payment be made to the BridgeView Center for \$7,654.25 to satisfy the City of Ottumwa's financial obligation.


BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a detailed written request for each month to cover costs associated with the Bridgeview Center; and

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

APPROVED, PASSED AND ADOPTED, this 2nd day of June 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk