



CITY OF
OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 26
Council Chambers, City Hall

October 3, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 24 on September 12, 2023 and Regular Meeting No. 25 on September 19, 2023 as presented.
2. Acknowledge May 2023 and June 2023 financial statements and payment of bills as submitted by the Finance Department.
3. Recommend re-appointment of Sandi Tiegs to the Public Safety Advisory Committee, term to expire 10/1/2026 and appointment of Newell Palen to the Airport Advisory Board, term to expire 10/1/2026 due to a vacancy.
4. Civil Service Eligibility Lists for September 27, 2023: Firefighter Entrance, Public Information Officer Entrance.
5. Resolution No. 153-2023, approving the contract, bonds and certificate of insurance for the 2023 City Hall Renovations Rebid Project.
6. Cigarette Permit Applications for: US Smoke Shop No. 1 (610 Church Street), US Smoke Shop No. 2 (508 N. Hancock).
7. Beer and/or liquor applications for: US Smoke Shop No. 1, 610 Church Street; US Smoke Shop No. 2, 508 N. Hancock; American Gothic Performing Arts, temporary outdoor service area on October 14, 2023; Potros Garcia, 2804 N. Court; Ross Tobacco Shop, LLC, 129 East 2nd Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

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

1. Purchase of John Deere 1570 Mower for Parks Department.

RECOMMENDATION: Accept the bid for a John Deere 1570 Mower from Sinclair John Deere of Ottumwa in the amount of \$34,685.34.

2. Draft a letter of approval to DNR for the burning of structure by the Ottumwa Fire Department.

RECOMMENDATION: Council approval for letter to DNR that allows Ottumwa Fire Department to burn structure located at 11653 Dahlonga Road and authorize the Mayor to sign the letter.

3. Consideration of contracting Johnson Moving and Storage to assist with the temporary relocation of City Hall due to pending construction.

RECOMMENDATION: Approve contracting with Johnson Moving and Storage to assist with temporary relocation.

1. RESOLUTIONS:

1. Resolution No. 118-2023, approving a Professional Services Agreement between the City of Ottumwa and Garden & Associates, Ltd. for the Milner Street (Portafield to Hand) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 118-2023.

2. Resolution No. 145-2023, approving an employee Telecommuting Policy.

RECOMMENDATION: Pass and adopt Resolution No. 145-2023.

3. Resolution No. 151-2023, awarding the contract and approving the contract, bond, and certificate of insurance for Asphalt Street Repair Program 2023.

RECOMMENDATION: Pass and adopt Resolution No. 151-2023.

4. Resolution No. 152-2023, awarding the contract and approving the contract, bond and certificate of insurance for HMA, PCC Street Crack Repair Program 2023.

RECOMMENDATION: Pass and adopt Resolution No. 152-2023.

5. Resolution No. 156-2023, approving updates to the Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 156-2023.

6. Resolution No. 157-2023, approving the Second Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates for the City Hall Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 157-2023.

7. Resolution No. 158-2023, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the Lake Road Culverts Project.

RECOMMENDATION: Pass and adopt Resolution No. 158-2023.

8. Resolution No. 159-2023, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 159-2023.

9. Resolution No. 160-2023, removing Special Assessments applied to 312 East Alta Vista from Resolution No. 41-2023.

RECOMMENDATION: Pass and adopt Resolution No. 160-2023.

10. Resolution No. 161-2023, fixing date for a meeting on the Authorization of a Loan Agreement and the Issuance of not to Exceed \$550,000 General Obligation Capital Loan Notes of the City of Ottumwa, State of Iowa (for General Corporate Purposes), and providing for publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 161-2023.

11. Resolution No. 162-2023, authorizing the purchase of used equipment from Integrity Golf Group, LLC, for Golf Course Operations at Cedar Creek Golf Course.

RECOMMENDATION: Pass and adopt Resolution No. 162-2023.

12. Resolution No. 163-2023, adopting an Amended Development Agreement between the City of Ottumwa and the Ottumwa Legacy Foundation for Capitol Lofts Downtown Housing Project and adopting a Procurement Policy for the Capitol Lofts Downtown Housing Project.

RECOMMENDATION: Pass and adopt Resolution No. 163-2023.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



| CITY OF |

O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 9/29/2023 TIME: 12:30 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #26 to be held on
10/03/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3851

DEPT. ID 4717

PGS. 4

TX INCOMPLETE -----

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KTVO

Ottumwa Waterworks

Ottumwa Courier

Tom FM



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*** TX REPORT ***

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MEMO: Tentative Agenda for the Regular City Council Meeting #26 to be held on
10/03/2023 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

SPECIAL WORK SESSION NO. 24
Room 108, City Hall

September 12, 2023
5:30 O'Clock P.M.

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

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

Pope moved, seconded by Galloway to approve agenda as presented. Motion carried 3-2. Absent: McAntire, Roe.

Mayor Johnson gave the floor to City Admin. Rath to discuss Cedar Creek Golf Course.

Rath rec'd notice from Greg Wilson on 8/16/2023; his intentions to not renew five yr. agt. (between Integrity Golf Group LLC and City of Ottumwa), that ends Dec. 31, 2023. City has right of first refusal to purchase any current inventory at Cedar Creek Golf Course. Est. value of all equipment \$540,000. Decision must be made by Sept. 15, 2023 if we want any inventory followed by agt. in place by Oct. 1, 2023.

Options for Council: release an RFP to find replacement to operate golf course; sell the course to a private party to operate the course as they wish; sell the land for other development (not necessarily as golf course); City staff take over operations (we currently do not have staff to accommodate this option).

Items included in inventory: golf carts, lawn mowers, battery chargers, refreshment stands/coolers, office desks, irrigation system that was replaced last year. (everything needed to operate a golf course).

Galloway feels it would be beneficial to purchase equipment from Mr. Wilson and to keep a public course available in Ottumwa. Both Pope and Hull agree.

Individuals from the audience shared their thoughts: Laurie Fountain, Shamus Brown, Jeff, Jerry Dier, Doug Techel, Kevin Kelly. All wish to see the golf course continue operations as is.

Galloway stated she wants the City to be able to provide the same level of service at the golf course; hopeful Mr. Wilson and his crew can assist in finding the next operator and look at financials to try and retain as much useful equipment as possible. Also want to keep in mind that depending upon cost something else may not be financed in the future.

Items requiring legislative action will be placed before Council at a later date.

There being no further discussion, Galloway moved, seconded by Pope that the mtg. adjourn. Motion carried 3-2. Absent: McAntire, Roe.

Adjournment was at 5:56 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 9/21/2023.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 25
Council Chambers, City Hall

September 19, 2023
5:30 O'Clock P.M.

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

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

Galloway moved, seconded by Roe to approve the consent agenda items: Mins. from Regular Mtg. No. 23 on Sept. 5, 2023 as presented; Recommend Appointment of Cindy Kurtz Hopkins to Ottumwa Housing Auth., term to expire 11/11/2024 due to a vacancy; Beer and/or liquor applications for: W. Second & McPherson BP, 1049 W. Second; Alpine Inn, 1804 Albia Rd. with osa; Bubba-Q's, 1110 N. Quincy Ave.; Mimi's Taqueria, 707 Church St., with osa; Warehouse Barbeque, 2818 N. Court, with osa; all applications pending final inspections. Motion carried 4-1. Absent: McAntire.

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

City Admin. Rath introduced Laura Carrell, Executive Dir. Meet Ottumwa to provide an update.

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

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for 2023 Greater Ottumwa Park Soccer Complex Project. Parks & Rec. Dir. Rathje reported est. cost \$2.7 Million with funding being provided by Ottumwa Legacy Foundation; project is part of Ottumwa Park Master Plan. No objections rec'd. Galloway moved, seconded by Pope to close public hearing. Motion carried 4-1. Absent: McAntire.

Roe moved, seconded by Hull that Res. No. 144-2023, approving plans, specs., form of contract and est. cost for 2023 Greater Ottumwa Park Soccer Complex Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and Est. cost for Asbestos Abatement - City Hall, Ottumwa, IA Project. Interim PW Dir/City Engineer Burgmeier reported asbestos containing drywall and tile throughout City Hall and insulation around the boiler, pipework and within air ducts, that must be removed before existing heating and cooling systems can be replaced and renovations can begin. Bids will be opened Oct. 4, 2023; presented to council Oct. 17, 2023 and started Oct. 23, 2023. City staff will be relocated to the Depot Bldg. during this time. No objections rec'd. Roe moved, seconded by Galloway to close public hearing. Motion carried 4-1. Absent: McAntire.

Pope moved, seconded by Roe that Res. No. 146-2023, approving plans, specs., form of contract and Est. cost for Asbestos Abatement - City Hall, Ottumwa, IA Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway that Res. No. 107-2023, approving Change Order No. 1 and accepting work as final and complete and approving final pay request for Troeger Parking Lot Project, be passed and adopted. CO#1 increases contract by \$44,480.49; new contract sum \$653,339.74. Motion carried 4-1. Absent: McAntire.

Roe moved, seconded by Galloway that Res. No. 135-2023, awarding Contract for City Hall Renovations Rebid Project to RG Construction in the amt. \$3,782,232, be passed and adopted. Burgmeier reported this project will replace the existing heating and cooling system in City Hall and redesign the first floor to better accommodate the public and employees. The current boiler was manufactured in 1956 and has required numerous repairs over the yrs. Rath reported source of funds for project will come from 2022 Bond (\$700,000), ARPA Yr 1 (\$809,000), ARPA Yr 2 (\$1,321,788), General Fund (\$290,669) and Franchise Fee (\$660,775). Some positions that were budgeted for, may not be filled to help cover extended costs (planner, bldg. maintenance, engineering). Motion carried 4-1. Absent: McAntire.

Roe moved, seconded by Hull that Res. No. 138-2023, auth. Mayor to sign Letter of Engagement with Bergan KDV, Ltd. for Audit Services for City of Ottumwa for FY23, be passed and adopted. Finance Dir. Nisar reported Bergan KDV will begin audit in Dec. 2023. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Roe that Res. No. 143-2023, authorizing Leadership training for City Leaders, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway that Res. No. 147-2023, approving purchase of equipment and services from Howden, Inc. for WPCF Aeration System Improvements Project and auth. Mayor to sign agt., be passed and adopted. Burgmeier reported contract is \$227,921; with \$323,977 remaining in the budget for further procurement and construction improvements. Motion carried 4-1. Absent: McAntire.

Roe moved, seconded by Pope that Res. No. 148-2023, Adopting 2023 *Downtown Strategic Vision* Report, be passed and adopted. Comm. Dev. Dir. Simonson provided information. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Pope that Res. No. 150-2023, approving purchase of Half-Ton 4WD Pickup and a 1 Ton Pickup with dump flatbed and snowplow for WPCF, for total price \$126,985, be passed and adopted. Motion carried 4-1. Absent: McAntire.

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

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

Adjournment was at 7:06 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 9/30/2023.

Item No. B.-2.

City of Ottumwa				
Statement of Changes in Cash Balance				
May-23				
		BEG. PERIOD	CASH	CASH
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS
TOTALS FOR FUND 001	GENERAL OPER	311,453.41	6,170,232.44	2,569,660.97
TOTALS FOR FUND 002	PARKING RAMP	54,290.16	1,368.00	245.85
TOTALS FOR FUND 003	GENERAL-ARPA	3,081,458.10		
TOTALS FOR FUND 005	Franchise Fe		291,022.25	
TOTALS FOR FUND 110	ROAD USE TAX	5,206,334.99	2,265,409.32	294,491.24
TOTALS FOR FUND 112	EMPLOYEE BEN	6,420,369.60	233,708.58	5,001,316.00
TOTALS FOR FUND 119	EMERGENCY FU	177,050.76	8,525.70	188,312.00
TOTALS FOR FUND 121	SALES TAX 1%	9,344,917.71	460,399.87	4,500,200.00
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	(23,927.47)	27,219.87	200.00
TOTALS FOR FUND 126	AIRPORT TIF	282,782.73	26,331.36	213,975.00
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	160,074.74		126,570.75
TOTALS FOR FUND 129	RISK MANAGEM	1,950.42	566,253.77	37,285.04
TOTALS FOR FUND 131	AIRPORT FUND	189,936.60	271,037.32	112,138.42
TOTALS FOR FUND 133	LIBRARY FUND	(114,003.38)	443,850.96	63,927.53
TOTALS FOR FUND 135	CEMETERY FUN	(169,197.11)	249,454.06	40,223.55
TOTALS FOR FUND 137	HAZ-MAT FUND	141,273.33	2,300.00	8,914.32
TOTALS FOR FUND 141	2023 UPPER S	(284.79)		141,494.72
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	2,112,764.63	247,080.00	145,657.24
TOTALS FOR FUND 162	SSMID DISTRI	77,994.94	1,551.54	
TOTALS FOR FUND 167	FIRE BEQUEST	11,532.30		
TOTALS FOR FUND 169	START UP/DON	(165.20)		
TOTALS FOR FUND 171	RETIREE HEAL	(1,698.17)		
TOTALS FOR FUND 173	LIBRARY BEQU	79,367.23	12,541.82	9,140.23
TOTALS FOR FUND 174	COMMUNITY DE	418,653.15		200,000.00
TOTALS FOR FUND 175	POLICE BEQUE	173,783.13	240.00	1,041.57
TOTALS FOR FUND 176	Reimb Grants	(24,205.27)		

TOTALS FOR FUND	177	HISTORIC PRE	26,446.09		
TOTALS FOR FUND	200	DEBT SERVICE	3,298,776.30	1,293,576.51	5,735,393.24
TOTALS FOR FUND	301	STREET PROJE	1,494,469.94	610,567.38	17,015.83
TOTALS FOR FUND	303	AIRPORT PROJ	358,702.56	49,918.91	
TOTALS FOR FUND	307	SIDEWALK & C	124,486.80		283.28
TOTALS FOR FUND	309	PARK PROJECT	1,136,716.64		1,020.00
TOTALS FOR FUND	311	LEVEE PROJEC	(162,626.91)		5,537.60
TOTALS FOR FUND	313	EVENT CENTER	1,226,991.66		181,009.88
TOTALS FOR FUND	315	SEWER CONSTR	2,524,979.29	1,000,000.00	490,793.26
TOTALS FOR FUND	320	WEST END FLO			
TOTALS FOR FUND	501	CEMETERY MEM	2,713.29		200.00
TOTALS FOR FUND	503	CEMETERY PER	405.00	220.00	4,405.00
TOTALS FOR FUND	610	SEWER UTILIT	3,809,062.64	1,080,019.99	1,414,201.95
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	4,102,274.00	500,000.00	
TOTALS FOR FUND	670	LANDFILL FUN	1,439,794.47	219,616.49	300,545.12
TOTALS FOR FUND	671	LANDFILL RES	1,191,555.00	50,000.00	
TOTALS FOR FUND	673	RECYCLING	620,592.45	23,829.85	35,790.54
TOTALS FOR FUND	690	TRANSIT FUND	633,539.68		1,161.68
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	(307,949.19)	207,165.00	3,006.51
TOTALS FOR FUND	750	GOLF COURSE	40,748.62	5,000.00	
TOTALS FOR FUND	810	POOLED INVES	(47,712,769.31)	20,671.25	
TOTALS FOR FUND	820	PAYROLL CLEA	434,682.59	409,124.94	412,803.72
TOTALS FOR FUND	840	EQUIPMENT PU	1,606,576.16		45,251.94
TOTALS FOR FUND	860	GROUP HEALTH	6,039,824.97	315,092.15	287,440.20
TOTALS FOR FUND	861	POST 65 RETI	225,329.95	185,712.44	24,167.48
TOTALS FOR FUND	862	DENTAL INSUR	59,523.17	7,781.00	9,438.55
TOTALS FOR FUND	863	LIFE INSURAN	41,671.68	4,345.65	4,352.40
		TOTALS	11,705,872.46	17,261,168.42	22,628,612.61

City of Ottumwa
Vendor Payment Report
May-23

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00323	ACCESS SYSTEMS	217692	5/3/2023	114.95	OFFICE SUPPLIES
00679	ADVANTAGE ADMINISTRATORS	217752	5/12/2023	208.00	OTHER PROF SERV
00690	AFLAC	217753	5/12/2023	2,039.52	AFLAC DEDUCTION PAYABLE
00778	AGRI LAND FS, INC.	217813	5/19/2023	185.26	VHCL-FUEL
00800	AHLERS & COONEY P.C.	217693	5/3/2023	16,343.01	LEGAL FEES
01700	ALLIANT ENERGY/IPL	217754	5/12/2023	70,865.30	ELECTRIC
02074	JOSEFINA ALVARADO	217814	5/19/2023	50.00	REFUNDS
02080	ALTORFER INC.	217815	5/19/2023	2,664.73	VHCL MTCE SUPPLIES
05368	AREA 15 REGIONAL PLANNING	217694	5/3/2023	694.72	CONTRACTUAL SERVICES
05681	ATLANTIC BOTTLING COMPANY	217879	5/26/2023	1,284.38	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	217816	5/19/2023	130.00	RAMP MAINT & REPAIR
05860	AUTOZONE INC	217817	5/19/2023	846.25	VHCL MTCE SUPPLIES
05862	AVFUEL CORP	217880	5/26/2023	59,163.54	AVIATION FUEL
05873	AVESIS THIRD PARTY	217756	5/12/2023	2,613.59	AVESIS PAYABLE
06301	STEVEN BACON	217757	5/12/2023	1,200.00	CONTRACTUAL SERVICES
06481	BAILEY OFFICE OUTFITTERS	217758	5/12/2023	1,390.14	OFFICE SUPPLIES
07226	TARA BATTERSON	217881	5/26/2023	50.00	REFUNDS
07695	ROBERT BEGHTOL	217695	5/3/2023	180.00	SUSTENANCE SUPPLIES
09352	BLACKSTONE PUBLISHING	217882	5/26/2023	50.00	LIBRARY MAT-GRUBB ESTATE
09360	BLACK'S TIRE COMPANY LLC	217883	5/26/2023	55.00	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	217818	5/19/2023	250.00	DUES & MEMBERSHIPS
09692	BOMGAARS SUPPLY	217884	5/26/2023	274.21	OPERATING SUPPLIES
11495	BRIDGE CITY TRUCK REPAIR	217885	5/26/2023	779.87	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	217820	5/19/2023	161,556.44	REFUSE HAULING
11506	BRIDGE VIEW CENTER	217697	5/3/2023	2,347.89	TRAINING
12500	BUB'S TREE CARE	217759	5/12/2023	6,950.00	TREE TRIMMING
14317	CAPITAL ONE	217699	5/3/2023	1,253.58	OPERATING SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	217700	5/3/2023	3,909.91	STREET MAINT SUPPLIES
15788	CATERPILLAR GLOBAL SERVIC	217761	5/12/2023	2,735.40	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	217888	5/26/2023	326.54	MISCELLANEOUS
16402	CENTURYLINK	217823	5/19/2023	1,643.23	TELEPHONE/IT
16403	CENTURYLINK	217763	5/12/2023	6.55	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	217703	5/3/2023	59,648.29	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	217704	5/3/2023	405.00	CASH INVESTED PASSBK SVNG
17945	CIVICPLUS	217824	5/19/2023	5,440.90	PREPAID EXPENSE
18373	THE CLEAN SWEEP	217889	5/26/2023	529.95	OPERATING SUPPLIES
18502	CLUB SENTRY SOFTWARE	217825	5/19/2023	32.95	TECHNOLOGY SERVICES
18980	CHILD SUPPORT SERVICES	217890	5/26/2023	5,816.10	CHILD SUPPORT PAYABLE
19642	JEFF COMEGYS	217891	5/26/2023	50.00	REFUNDS
21816	CREATIVE PRODUCT SOURCING	217705	5/3/2023	235.18	OPERATING SUPPLIES
21842	CRESCENT ELECTRIC SUP CO	217706	5/3/2023	24,810.00	STREET MAINT SUPPLIES
22277	CURTIS ARCHITECTURE	217707	5/3/2023	2,250.00	CONTRACTUAL SERVICES
22473	DMACC	217708	5/3/2023	140.00	TRAINING
22479	D P PLUMBING PLUS	217892	5/26/2023	1,100.00	CONTRACTUAL SERVICES

24330	DERANS TOWING SERVICE	217709	5/3/2023	70.00	STATE TOWING/STORAGE FEES
24928	DINGES FIRE COMPANY	217826	5/19/2023	347.79	HEAVY MOTORIZED EQUIP
25394	DRISH CONSTRUCTION, INC.	217765	5/12/2023	174,703.10	MISCELLANEOUS
25593	DXP ENTERPRISES, INC.	217710	5/3/2023	430.89	VHCL MTCE SUPPLIES
26050	EARL MAY SEED & NURSERY	217893	5/26/2023	184.94	GROUPS MAINT & REPAIR
26640	ECOSYSTEMS INC	217828	5/19/2023	17,850.00	CONTRACTUAL SERVICES
27010	CONSOLIDATED ELECTRICAL	217712	5/3/2023	3,568.27	OPERATING SUPPLIES
27280	ELLIOTT OIL COMPANY	217895	5/26/2023	17,558.33	VHCL-FUEL
27552	EMPOWER RETIREMENT	217896	5/26/2023	500.00	HARTFORD DEF COMP PAYABLE
27789	ENVIRONMENTAL EDGE	217897	5/26/2023	7,000.00	CONTRACTUAL SERVICES
27795	ENVISIONWARE, INC.	217713	5/3/2023	737.15	CONTRACTUAL SERVICES
27823	ERHARDT, CLAYTON	217714	5/3/2023	360.00	RENTS & LEASES
27833	SATENA ESECHU	217898	5/26/2023	100.00	REFUNDS
28208	EUROFINS ENVIRONMENT	217767	5/12/2023	2,332.60	OPERATING SUPPLIES
28619	EZ-LINER	217768	5/12/2023	741.70	VHCL MTCE SUPPLIES
28880	SOUTHEAST IOWA UNION	217900	5/26/2023	200.50	LIBRARY MAT-GRUBB ESTATE
29090	FAMILY ANIMAL CARE	217830	5/19/2023	1,208.10	OTHER PROF SERV
29300	FASTENAL COMPANY	217901	5/26/2023	183.29	OPERATING SUPPLIES
29597	MARIA FERNANDEZ	217831	5/19/2023	100.00	REFUNDS
31369	HANS FRISCHEISEN	217902	5/26/2023	25.00	LIBRARY MAT-GRUBB ESTATE
31439A	SHIRLEY FULLER	217832	5/19/2023	1,008.00	MERCHANDISE - RESALE
31459	GRP & ASSOCIATES	217769	5/12/2023	52.00	HAZARDOUS WASTE DISPOSAL
31797	GARDEN & ASSOCIATES LTD	217770	5/12/2023	1,054.31	OTHER PROF SERV
33010	GOODWIN TUCKER GROUP	217771	5/12/2023	2,244.77	BLDG MAINT & REPAIR
33648	GREATER OTTUMWA PARTNERS	217716	5/3/2023	10,000.00	CONTRACTUAL SERVICES
33653	GREGG YOUNG AUTOMOTIVE	217772	5/12/2023	546.10	VHCL MTCE SUPPLIES
34052	BERT GURNEY & ASSOCIATES,	217718	5/3/2023	6,631.44	OTHER CAPITAL EQUIP
34332	HDR ENGINEERING, INC.	217833	5/19/2023	18,550.28	CAPITAL IMPROVEMENTS
34659	HAINES AUTO SUPPLY, INC.	217719	5/3/2023	49.28	VHCL MTCE SUPPLIES
35421	DAVID HARRIS	217903	5/26/2023	11,500.00	TRAINING
36074	HAWKEYE ENVIRONMENTAL	217720	5/3/2023	650.00	CONTRACTUAL SERVICES
36301	HEARTLAND AVIATION	217721	5/3/2023	1,035.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	217722	5/3/2023	6,280.00	OTHER PROF SERV
37476	HILL PRODUCTIONS & MEDIA	217773	5/12/2023	148.80	ADVERT/LEGAL PUBL
38171	CECILIA HOPWOOD	217834	5/19/2023	1,965.27	CONTRACTUAL SERVICES
38195	HOPKINS & HUBBNER PC	217904	5/26/2023	10,969.94	LEGAL FEES
38944	ROGER HOWELL	217905	5/26/2023	100.00	REFUNDS
39174	HUPP TOYOTALIFT	217835	5/19/2023	684.78	VHCL MTCE SUPPLIES
39185	HUMANA INSURANCE CO	217906	5/26/2023	23,957.64	MEDICARE PREMIUMS
39438	HY-VEE ACCOUNTS RECEIVABL	217836	5/19/2023	94.77	SUSTENANCE SUPPLIES
40125	IDALS	217774	5/12/2023	15.00	TRAINING
41505A	IMWCA	217724	5/3/2023	6,862.86	POLICE W/C 411 CLAIMS
41536	IREAD	217907	5/26/2023	790.38	PROGRAM SUPPLIES
41600	IDEAL READY MIX	217908	5/26/2023	16,042.27	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	217776	5/12/2023	148.00	BUILDING MAINTENANCE REPA
42090	INFOMAX OFF SYSTEMS INC	217726	5/3/2023	1,428.87	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	217777	5/12/2023	3,257.53	LIBRARY MAT-GRUBB ESTATE
43265	INTERSTATE BATTERY	217778	5/12/2023	246.90	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	217909	5/26/2023	1,613.57	OPERATING SUPPLIES
43465	IOWA COMMUNITIES ASSURANC	217910	5/26/2023	3,040.14	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	217911	5/26/2023	5,234.96	STREET MAINT SUPPLIES
43525	IOWA DEPT NATURAL RESOURC	217912	5/26/2023	28,336.57	IDNR SOLID WASTE FEES

43790	IOWA HEART CENTER	217780	5/12/2023	335.00	HEART & LUNG EXAM
45044	JEO CONSULTING GROUP, INC	217728	5/3/2023	7,305.00	MISCELLANEOUS
45057	J & J MOWING	217781	5/12/2023	23,857.45	WEED MOWING
45616	JERRY'S TREE SERVICE	217782	5/12/2023	2,860.00	TREE TRIMMING
45974	JOHN DEERE FINANCIAL	217839	5/19/2023	151.69	OPERATING SUPPLIES
49042	KIRKHAM MICHAEL	217914	5/26/2023	1,230.00	OTHER PROF SERV
49804D	KRONOS, A UKG COMPANY	217840	5/19/2023	5,766.29	CONTRACTUAL SERVICES
50309	KUT KWICK CORPORATION	217841	5/19/2023	157.98	VHCL MTCE SUPPLIES
50620	LANGMAN CONSTRUCTION, INC	217783	5/12/2023	486,764.44	UTILITY SYSTEM
51968	LIBERTY TIRE	217842	5/19/2023	2,301.33	TIRE DISPOSAL
52086	LIED PUBLIC LIBRARY	217730	5/3/2023	18.95	MISCELLANEOUS
52735	LOGAN CONTRACTORS SUPPLY	217915	5/26/2023	228.42	VHCL MTCE SUPPLIES
52990	LOKTRONICS SECURITY CORP	217916	5/26/2023	40.00	OPERATING SUPPLIES
53691	MACQUEEN EQUIPMENT	217784	5/12/2023	457.56	VHCL MTCE SUPPLIES
54057	MAHASKA COMMUNICATION GR	217917	5/26/2023	50.00	TECHNOLOGY SERVICES
54390	MANATT'S INC	217843	5/19/2023	7,633.58	STREET MAINT SUPPLIES
55307	MAST OVERHEAD DOORS INC	217918	5/26/2023	368.28	GROUPS MAINT & REPAIR
56090	CODY MCCOY	217919	5/26/2023	164.95	SUSTENANCE SUPPLIES
56656	MCKEE CONSTRUCTION AND	217786	5/12/2023	38,450.00	CONTRACTUAL SERVICES
56665	MCKIM TRACTOR SERVICE LLC	217920	5/26/2023	288.37	VHCL MTCE SUPPLIES
57385	MENARDS	217789	5/12/2023	2,157.28	TOOLS & SMALL EQUIP
57387	MED-TECH RESOURCE LLC	217921	5/26/2023	386.67	MISCELLANEOUS
57400	MERCY MEDICAL CENTER	217790	5/12/2023	336.00	HEART & LUNG EXAM
57518	SYMETRA LIFE INSURANCE CO	217791	5/12/2023	4,352.40	GROUP LIFE PREMIUMS
58499	MID-AM TEXTILES INC	217792	5/12/2023	84.00	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	217733	5/3/2023	3,328.91	NATURAL GAS
59301	MIDWEST AUTO GLASS & TIRE	217845	5/19/2023	115.00	VHCL MTCE SUPPLIES
59324	MIDSTATES PRECAST	217922	5/26/2023	3,446.56	OPERATING SUPPLIES
59382	MIDWEST TAPE	217794	5/12/2023	98.21	LIBRARY MAT-GRUBB ESTATE
59386	MIDWEST UNDERGROUND	217923	5/26/2023	194.95	VHCL MTCE SUPPLIES
60299	MISSIONSQUARE	217924	5/26/2023	2,430.76	ICMA DEF COMP PAYABLE
61702	MOSE LEVY COMPANY INC	217925	5/26/2023	666.68	VHCL MTCE SUPPLIES
61785	MOTION INDUSTRIES	217846	5/19/2023	900.47	OPERATING SUPPLIES
62629	WILL MUNLEY	217847	5/19/2023	178.39	TRAINING
66001	NORRIS ASPHALT PAVING INC	217848	5/19/2023	2,849.40	STREET MAINT SUPPLIES
66078	NORTHERN TOOL & EQUIPMENT	217734	5/3/2023	39.99	OPERATING SUPPLIES
66561	OFFICIAL PEST CONTROL	217735	5/3/2023	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	217850	5/19/2023	1,474.86	VHCL MTCE SUPPLIES
67107	ON TARGET AMMUNITION	217736	5/3/2023	2,569.69	TOOLS & SMALL EQUIP
68238	OTTUMWA HEALTH GROUP LLC	217797	5/12/2023	969.00	EMPLOYEE PHYSICALS/TESTS
68240	OTTUMWA GLASS COMPANY	217926	5/26/2023	475.98	BUILDING MAINTENANCE REPA
68560	OTTUMWA PRINTING, INC.	217852	5/19/2023	1,505.00	OFFICE SUPPLIES
68576	OTTUMWA RADIO	217927	5/26/2023	2,668.08	EMPLOYEE RECRUITMENT
69040	OTTUMWA WATER AND HYDRO	217737	5/3/2023	12,082.73	OPERATING SUPPLIES
69439	P&M MOWING, LLC	217853	5/19/2023	20,000.00	Facade Grants
69495	PANTHER UNIFORMS INC	217798	5/12/2023	44.00	OPERATING SUPPLIES
69688	DIXIE L PARKER	217738	5/3/2023	1,600.00	JANITORIAL
71163	PERDUE, MICHELE	217739	5/3/2023	2,500.00	CONTRACTUAL SERVICES
71272	MICHAEL AND AMY PERRY	217799	5/12/2023	35.00	REFUNDS
71490	PETTY CASH THE BEACH	217854	5/19/2023	400.00	IMPREST CASH
72238	PURCHASE POWER	217855	5/19/2023	1,500.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	217856	5/19/2023	71.32	OPERATING SUPPLIES

72972	KEVIN POPE JR	217929	5/26/2023	2,500.00	CONTRACTUAL SERVICES
73420	PRAIRIE AG SUPPLY INC	217857	5/19/2023	193.60	TOOLS & SMALL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	217800	5/12/2023	3,608.79	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	217801	5/12/2023	2,740.00	JANITORIAL
74626	QUALITY SERVICES CORP	217740	5/3/2023	572.47	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	217741	5/3/2023	44,979.15	AUTOMOTIVE EQUIPMENT
76296	CHRISTINA REINHARD	217860	5/19/2023	96.02	TRAVEL & CONFERENCE
76328	RENAISSANCE RESTORATION	217742	5/3/2023	3,695.00	BLDG MAINT & REPAIR
76580	JOSHUA REYNOLDS	217861	5/19/2023	324.61	TRAINING
76989	RICHWELL CARPET CENTER	217862	5/19/2023	496.00	OPERATING SUPPLIES
77180	RICHARD LEVI RITZ	217743	5/3/2023	197.79	SUSTENANCE SUPPLIES
77203	RG CONSTRUCTION, LLC	217930	5/26/2023	140,800.00	CONTRACTUAL SERVICES
77466	ROCHESTER ARMORED CAR	217931	5/26/2023	454.65	OTHER PROF SERV
77524	KATELYN RODRIGUEZ	217863	5/19/2023	50.00	REFUNDS
78105	ROYAL PORTABLE TOILETS	217864	5/19/2023	220.32	OPERATING SUPPLIES
78279	S & L ALL SEASON	217802	5/12/2023	1,089.92	TOOLS & SMALL EQUIP
78293	SCS ENGINEERS	217865	5/19/2023	4,133.20	ENGINEERING
78718	SANDRY FIRE SUPPLY LLC	217866	5/19/2023	412.25	EQUIP REPAIR
79204	CHRIS SCHARK	217932	5/26/2023	130.01	SUSTENANCE SUPPLIES
79358	SCHUMACHER ELEVATOR CO	217867	5/19/2023	521.06	BLDG MAINT & REPAIR
82136	SINCLAIR NAPA	217803	5/12/2023	1,068.71	VHCL MTCE SUPPLIES
82963	SMITH MILLS SCHROCK	217745	5/3/2023	962.00	Legal Fees
83880	SOUTHERN IOWA DIESEL, INC	217746	5/3/2023	388.43	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	217804	5/12/2023	79.29	ELECTRIC
84944	STAMS GREENHOUSE	217868	5/19/2023	7,880.00	MERCHANDISE - RESALE
86196	THE STITCH DOCTOR	217747	5/3/2023	84.00	SUSTENANCE SUPPLIES
86254	STORM WATER SUPPLY, LLC	217869	5/19/2023	324.00	STREET MAINT SUPPLIES
86970	SUPREME STAFFING INC	217871	5/19/2023	34,760.68	CONTRACT EMPLOYEES
87994	CYRUS TEAGUE	217872	5/19/2023	50.00	REFUNDS
88000	TEAMSTER LOCAL UNION 238	217934	5/26/2023	1,538.56	POLICE UNION DUES PAYABLE
89072	TORRES CONSTRUCTION	217805	5/12/2023	1,200.00	CONTRACTUAL SERVICES
89545	TRI-TECH FORENSICS, INC	217748	5/3/2023	460.60	TOOLS & SMALL EQUIP
90851	UNITED SEEDS INC	217749	5/3/2023	815.00	GROUPS MAINT & REPAIR
92555	THE VAN METER COMPANY	217806	5/12/2023	1,726.95	OPERATING SUPPLIES
92668	VEOLIA WATER TECHNOLOGIES	217935	5/26/2023	1,494.37	OPERATING SUPPLIES
94720	WAPELLO COUNTY SHERIFF	217873	5/19/2023	2,976.00	OTHER SMALL CAPITAL
95000	WAPELLO COUNTY UNITED WAY	217936	5/26/2023	14.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	217807	5/12/2023	39.24	WATER
95368	WAYNE'S TIRE	217750	5/3/2023	599.72	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	217808	5/12/2023	296,880.59	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	217809	5/12/2023	2,505.00	BUILDINGS
97306	WINDSTREAM ENTERPRISE	217810	5/12/2023	2,776.79	TELEPHONE/IT
97320	WINGER COMPANIES	217811	5/12/2023	6,115.96	OPERATING SUPPLIES
97334	WINN CORP	217812	5/12/2023	15,588.78	STREET MAINT SUPPLIES
97351	SANDRA WIRFS	217875	5/19/2023	50.00	REFUNDS
97577	WOODRIVER ENERGY LLC	217876	5/19/2023	5,131.18	NATURAL GAS
98602	JUANITA ZAVALA	217877	5/19/2023	50.00	REFUNDS
ACH	ADVANTAGE ADMINISTRATORS		5/1/2023	2,238.09	Payroll
ACH	Nationwide		5/2/2023	1,490.00	Payroll
ACH	BankCard/Merch		5/2/2023	1,154.74	CC Fees & Misc
ACH	IA Dept of Rev		5/4/2023	2,991.90	Sales Tax
ACH	CC Payment		5/8/2023	56,442.16	CC Payment

ACH	Municipal Fire & Co	5/8/2023	125,162.28	Fire & Police Retirement
ACH	UKG	5/10/2023	382,461.18	Payroll
ACH	IPERS	5/10/2023	75,912.36	Retirement
ACH	ADVANTAGE ADMINISTRATORS	5/15/2023	2,238.09	Payroll
ACH	Nationwide	5/16/2023	1,490.00	Payroll
ACH	UKG	5/24/2023	398,580.31	Payroll
ACH	UMB	5/30/2023	5,737,393.24	Bond Payable and Fees
ACH	ADVANTAGE ADMINISTRATORS	5/30/2023	2,199.63	Payroll
ACH	Nationwide	5/30/2023	1,490.00	Payroll
	TOTAL		8,867,325.76	

City of Ottumwa				
Statement of Changes in Cash Balance				
Jun-23				
		BEG. PERIOD	CASH	CASH
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS
TOTALS FOR FUND 001	GENERAL OPER	3,912,024.88	990,126.73	1,458,654.15
TOTALS FOR FUND 002	PARKING RAMP	55,412.31	952.40	1,079.66
TOTALS FOR FUND 003	GENERAL-ARPA	3,081,458.10		
TOTALS FOR FUND 005	Franchise Fe	291,022.25		
TOTALS FOR FUND 110	ROAD USE TAX	7,177,253.07	430,986.37	320,925.69
TOTALS FOR FUND 112	EMPLOYEE BEN	1,652,762.18	108,527.17	
TOTALS FOR FUND 119	EMERGENCY FU	(2,735.54)	3,250.73	
TOTALS FOR FUND 121	SALES TAX 1%	5,305,117.58	382,944.19	
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	3,092.40	15,444.36	1,067.50
TOTALS FOR FUND 126	AIRPORT TIF	95,139.09	3,843.04	
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	33,503.99		
TOTALS FOR FUND 129	RISK MANAGEM	530,919.15	16,084.92	45,494.13
TOTALS FOR FUND 131	AIRPORT FUND	348,835.50	63,950.61	51,531.97
TOTALS FOR FUND 133	LIBRARY FUND	265,920.05	26,432.43	62,887.90
TOTALS FOR FUND 135	CEMETERY FUN	40,033.40	9,845.80	39,355.60
TOTALS FOR FUND 137	HAZ-MAT FUND	134,659.01	11,335.28	12,314.71
TOTALS FOR FUND 141	2023 UPPER S	(141,779.51)	167,200.00	260,771.52
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	2,214,187.39	207,572.00	30,788.95
TOTALS FOR FUND 162	SSMID DISTRI	79,546.48	2,245.95	5,000.00
TOTALS FOR FUND 167	FIRE BEQUEST	11,532.30	1,297.03	
TOTALS FOR FUND 169	START UP/DON	(165.20)		
TOTALS FOR FUND 171	RETIREE HEAL	(1,698.17)	1.25	
TOTALS FOR FUND 173	LIBRARY BEQU	82,768.82	2,419.51	9,403.38
TOTALS FOR FUND 174	COMMUNITY DE	218,653.15	31,059.45	12,380.00
TOTALS FOR FUND 175	POLICE BEQUE	172,981.56	14,817.34	10,265.18
TOTALS FOR FUND 176	Reimb Grants	(24,205.27)		

TOTALS FOR FUND	177	HISTORIC PRE	26,446.09		
TOTALS FOR FUND	200	DEBT SERVICE	(1,143,040.43)	53,802.26	3,200.00
TOTALS FOR FUND	301	STREET PROJE	2,088,021.49	608,166.90	684,018.87
TOTALS FOR FUND	303	AIRPORT PROJ	408,621.47	3,136.14	
TOTALS FOR FUND	307	SIDEWALK & C	124,203.52	2,078.24	
TOTALS FOR FUND	309	PARK PROJECT	1,135,696.64	70,321.19	127,656.61
TOTALS FOR FUND	311	LEVEE PROJEC	(168,164.51)		9,085.18
TOTALS FOR FUND	313	EVENT CENTER	1,045,981.78		314,268.28
TOTALS FOR FUND	315	SEWER CONSTR	3,034,186.03		332,250.80
TOTALS FOR FUND	320	WEST END FLO			
TOTALS FOR FUND	501	CEMETERY MEM	2,513.29		
TOTALS FOR FUND	503	CEMETERY PER	(3,780.00)	35.00	220.00
TOTALS FOR FUND	610	SEWER UTILIT	3,474,880.68	817,745.13	784,434.30
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	4,602,274.00		
TOTALS FOR FUND	670	LANDFILL FUN	1,358,865.84	245,155.21	88,203.08
TOTALS FOR FUND	671	LANDFILL RES	1,241,555.00		
TOTALS FOR FUND	673	RECYCLING	608,631.76	14,117.01	170,740.84
TOTALS FOR FUND	690	TRANSIT FUND	632,378.00		107.18
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	(103,790.70)	127,657.64	116,687.31
TOTALS FOR FUND	750	GOLF COURSE	45,748.62		
TOTALS FOR FUND	810	POOLED INVES	(47,692,098.06)	9,076.72	705,051.73
TOTALS FOR FUND	820	PAYROLL CLEA	431,003.81	412,639.43	409,775.31
TOTALS FOR FUND	840	EQUIPMENT PU	1,561,324.22		185,715.46
TOTALS FOR FUND	860	GROUP HEALTH	6,067,476.92	379,537.36	134,761.64
TOTALS FOR FUND	861	POST 65 RETI	386,874.91	13,028.55	28,572.66
TOTALS FOR FUND	862	DENTAL INSUR	57,865.62	8,508.06	8,097.31
TOTALS FOR FUND	863	LIFE INSURAN	41,664.93	4,705.25	
		TOTALS	6,338,428.27	5,260,046.65	6,424,766.90

City of Ottumwa
Vendor Payment Report
Jun-23

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00690	AFLAC	218002	6/9/2023	2,092.72	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	218199	6/30/2023	31,483.18	LEGAL FEES
01700	ALLIANT ENERGY/IPL	218003	6/9/2023	76,677.12	ELECTRIC
02075	DR ALTFILLISCH	217940	6/2/2023	42.00	EMPLOYEE PHYSICALS/TESTS
02080	ALTORFER INC.	218089	6/23/2023	10,955.79	VHCL MTCE SUPPLIES
02469	CRYSTAL AMAYA	218090	6/23/2023	100.00	REFUNDS
02592	AMERICAN BOTTLING COMPANY	218201	6/30/2023	420.92	CONCESSION - RESALE
02661	AMERICAN HOME FINDING	217941	6/2/2023	50.00	
03639	AMERICAN TRUCK HISTORICAL	218091	6/23/2023	100.00	REFUNDS
05681	ATLANTIC BOTTLING COMPANY	218093	6/23/2023	3,263.98	CONCESSION - RESALE
05694	AUTOMATIC SYSTEMS CO.	218094	6/23/2023	1,907.50	OTHER MAINT & REPAIR
05700	ATOMIC TERMITE & PEST	218005	6/9/2023	195.00	OPERATING SUPPLIES
05860	AUTOZONE INC	218080	6/13/2023	192.48	VHCL MTCE SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	218006	6/9/2023	125.11	OFFICE SUPPLIES
07019	BRADLEY T BARNES	218007	6/9/2023	558.50	OTHER PROF SERV
07884	BELLA VISTA REAL ESTATE L	218095	6/23/2023	5,000.00	Reimb Grant Expenditures
09352	BLACKSTONE PUBLISHING	218203	6/30/2023	139.99	LIBRARY MATERIALS
09360	BLACK'S TIRE COMPANY LLC	217942	6/2/2023	922.36	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	218081	6/13/2023	235.22	PROGRAM SUPPLIES
09692	BOMGAARS SUPPLY	218097	6/23/2023	312.96	BLDG MAINT & REPAIR
11496	BRIDGE CITY SANITATION LL	218082	6/13/2023	159,401.21	REFUSE HAULING
11506	BRIDGE VIEW CENTER	218008	6/9/2023	96,245.80	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	218083	6/13/2023	11,500.00	TREE TRIMMING
13592	CDNE, INC.	217945	6/2/2023	375.00	PROGRAM SUPPLIES
14236	GREG CANTRELL	218100	6/23/2023	180.00	SUSTENANCE SUPPLIES
14243	ASHLEY CAPETILLO	218101	6/23/2023	50.00	REFUNDS
14317	CAPITAL ONE	217946	6/2/2023	812.94	OPERATING SUPPLIES
14318A	CAPITAL CITY EQUIPMENT CO	217947	6/2/2023	203.38	VHCL MTCE SUPPLIES
15000	CARQUEST AUTO	218010	6/9/2023	368.67	VHCL MTCE SUPPLIES
15600	CARROLL DISTRIBUTING	218011	6/9/2023	2,177.56	TOOLS & SMALL EQUIP
15788	CATERPILLAR GLOBAL SERVIC	217948	6/2/2023	4,455.60	VHCL MTCE SUPPLIES
15794	TRUDY CAVINESS	218205	6/30/2023	50.00	REFUNDS
16300	CENTRAL IOWA FASTENERS	218102	6/23/2023	1,091.85	MISCELLANEOUS
16402	CENTURYLINK	218104	6/23/2023	1,643.23	TELEPHONE/IT
16403	CENTURYLINK	218105	6/23/2023	6.55	TELEPHONE/IT
16456	CHARTER MACHINE COMPANY	217950	6/2/2023	790.50	OPERATING SUPPLIES
17500	CHRISTNER CONTRACTING INC	218106	6/23/2023	882.00	OPERATING SUPPLIES
17825	CITY OF OTTUMWA, CEMETERY	217951	6/2/2023	220.00	CASH INVESTED PASSBK SVNG
17945	CIVICPLUS	218014	6/9/2023	935.00	OTHER PROF SERV
18347	PATRICIA CLARK	218107	6/23/2023	2,380.00	Reimb Grant Expenditures
18386	CLERK, US DISTRICT COURT	218015	6/9/2023	9,100.00	OTHER SMALL CAPITAL
18502	CLUB SENTRY SOFTWARE	217952	6/2/2023	32.95	TECHNOLOGY SERVICES
18829	CODJOE, BARB	218016	6/9/2023	142.14	TRAVEL & CONFERENCE
18980	CHILD SUPPORT SERVICES	218108	6/23/2023	5,054.58	CHILD SUPPORT PAYABLE

20327	CONCRETE POLYFIX	218207	6/30/2023	9,950.00	BLDG MAINT & REPAIR
21256	GUADALUPE CORTEZ	218208	6/30/2023	200.00	REFUNDS
21421	TRAVIS COURTNEY	218109	6/23/2023	180.00	SUSTENANCE SUPPLIES
21669	DEREK CRAFF	218209	6/30/2023	154.99	SUSTENANCE SUPPLIES
21823	CREDIT BUREAU SERVICES	218110	6/23/2023	42.00	POLICE SERVICE FEES
22277	CURTIS ARCHITECTURE	218111	6/23/2023	7,500.00	CONTRACTUAL SERVICES
22281	JANE CURTIS	218112	6/23/2023	50.00	REFUNDS
22606	RANDY DANIELS	218113	6/23/2023	151.24	SUSTENANCE SUPPLIES
24151	DENTONS DAVIS BROWN PC	218114	6/23/2023	16,507.07	CONTRACTUAL SERVICES
24375	DESIGN WORKSHOP, INC	218115	6/23/2023	14,400.00	COMPREHENSIVE PLAN
24840	DIAMOND MOWERS INC	218210	6/30/2023	600.67	VHCL MTCE SUPPLIES
24928	DINGES FIRE COMPANY	218211	6/30/2023	2,912.04	TOOLS & SMALL EQUIP
25394	DRISH CONSTRUCTION, INC.	217953	6/2/2023	309,153.14	MISCELLANEOUS
25587	DURHAM SCHOOL SERVICES	217954	6/2/2023	505.12	OPERATING SUPPLIES
25593	DXP ENTERPRISES, INC.	218212	6/30/2023	559.94	VHCL MTCE SUPPLIES
26050	EARL MAY SEED & NURSERY	218213	6/30/2023	23.98	GROUNDS MAINT & REPAIR
26640	ECOSYSTEMS INC	218214	6/30/2023	4,650.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	218018	6/9/2023	10,493.60	OTHER CAPITAL EQUIP
27010	CONSOLIDATED ELECTRICAL	218019	6/9/2023	4,948.91	STREET MAINT SUPPLIES
27246	ELKS LODGE	218217	6/30/2023	100.00	REFUNDS
27271	CHAD ELLIOTT	218117	6/23/2023	500.00	PROGRAM SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	218119	6/23/2023	28,652.92	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	218218	6/30/2023	30,812.14	VHCL-FUEL
27552	EMPOWER RETIREMENT	218121	6/23/2023	500.00	HARTFORD DEF COMP PAYABLE
27784	ENVIRONMENTAL PRODUCTS &	218122	6/23/2023	236.26	OPERATING SUPPLIES
27787	ENVIRONMENTAL RESOURCES	217955	6/2/2023	2,183.62	LAB SUPPLIES
27819	STEVE ERWIN	218219	6/30/2023	149.78	SUSTENANCE SUPPLIES
27823	ERHARDT, CLAYTON	217956	6/2/2023	1,405.00	RENTS & LEASES
28208	EUROFINS ENVIRONMENT	217957	6/2/2023	2,666.98	LAB SUPPLIES
29090	FAMILY ANIMAL CARE	218123	6/23/2023	490.00	OTHER PROF SERV
29829	FIDELITY SECURITY LIFE	218220	6/30/2023	5,272.51	AVESIS PAYABLE
31034	FOUR OAKS	218125	6/23/2023	50.00	REFUNDS
31302A	FRASE COMPANY LUMBER	218126	6/23/2023	375.00	OPERATING SUPPLIES
31454	GPM ENVIRONMENTAL	218221	6/30/2023	1,856.94	OPERATING SUPPLIES
31459	GRP & ASSOCIATES	218222	6/30/2023	149.00	HAZARDOUS WASTE DISPOSAL
31677	GALLAGHER	218223	6/30/2023	28,750.00	CONTRACTUAL SERVICES
31682A	GALLS, LLC	218127	6/23/2023	7,917.45	OTHER SMALL CAPITAL
32642	GEORGIA EXPO MANUFAC CORP	218224	6/30/2023	6,494.52	BLDG MAINT & REPAIR
32643	GEOTECH SAND & STONE, INC	217959	6/2/2023	89.10	STREET MAINT SUPPLIES
33192	GOVRED TECHNOLOGY, INC	218128	6/23/2023	30,573.00	TECHNOLOGY SERVICES
33653	GREGG YOUNG AUTOMOTIVE	218225	6/30/2023	397.36	VHCL MTCE SUPPLIES
34332	HDR ENGINEERING, INC.	218022	6/9/2023	9,166.12	CAPITAL IMPROVEMENTS
34966	HARDY DIAGNOSTICS	218129	6/23/2023	166.83	LAB SUPPLIES
36074	HAWKEYE ENVIRONMENTAL	218130	6/23/2023	300.00	CONTRACTUAL SERVICES
36301	HEARTLAND AVIATION	217960	6/2/2023	500.00	RENTS & LEASES
36302	HEARTLAND HUMANE SOCIETY	218085	6/13/2023	10,950.00	OTHER PROF SERV
36850	HELMUTH REPAIR, INC.	218023	6/9/2023	195.05	OPERATING SUPPLIES
36874	RANDY HEMM	218226	6/30/2023	165.84	SUSTENANCE SUPPLIES
37287	HIMAR HERNANDEZ	218227	6/30/2023	50.00	REFUNDS
37350	HERRMANN'S LAWN CARE	218131	6/23/2023	81.00	MISCELLANEOUS
37476	HILL PRODUCTIONS & MEDIA	218132	6/23/2023	74.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	218024	6/9/2023	1,780.00	GROUNDS MAINT & REPAIR

37579	CLAYTON HIXSON	218133	6/23/2023	20.00	REFUNDS
37640	JEFFREY HOFFMAN	218134	6/23/2023	180.00	SUSTENANCE SUPPLIES
38192	BRUCE HOPKINS	218228	6/30/2023	63.04	DUES & MEMBERSHIPS
38195	HOPKINS & HUBBNER PC	218229	6/30/2023	4,025.00	LEGAL FEES
38255	HORIZON MEDICAL PRODUCTS	217961	6/2/2023	10,900.00	TOOLS & SMALL EQUIP
38785	DON HOUK	218135	6/23/2023	99.17	SUSTENANCE SUPPLIES
39185	HUMANA INSURANCE CO	218136	6/23/2023	23,957.64	MEDICARE PREMIUMS
39438	HY-VEE ACCOUNTS RECEIVABL	218086	6/13/2023	372.57	OPERATING SUPPLIES
40127	ID AMERICA	218230	6/30/2023	317.34	OFFICE SUPPLIES
40260	IOWA DEPT/PUBLIC SAFETY	218025	6/9/2023	9,234.00	TECHNOLOGY SERVICES
41505A	IMWCA	218026	6/9/2023	39,173.77	WORKMENS COMPENSATION
41600	IDEAL READY MIX	218027	6/9/2023	14,615.63	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	217963	6/2/2023	148.00	MISC CONTRACT WORK
42090	INFOMAX OFF SYSTEMS INC	218232	6/30/2023	3,583.22	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	218233	6/30/2023	6,144.10	LIBRARY MATERIALS
43265	INTERSTATE BATTERY	218028	6/9/2023	129.95	VHCL MTCE SUPPLIES
43388	IOWA CIVIL CONTRACTING,IN	218139	6/23/2023	7,928.12	STREET MAINT
43506	IOWA DEPT TRANSPORTATION	218234	6/30/2023	16,811.12	STREET MAINT SUPPLIES
43514	IOWA DEPT NATURAL RESOURC	218141	6/23/2023	175.00	MISCELLANEOUS
43519	IOWA DEPT NATURAL RESOURC	218030	6/9/2023	60.00	DUES & MEMBERSHIPS
43547	IOWA DIVISION OF LABOR	218142	6/23/2023	270.00	PERMITS
43880A	IA LAW ENFORCEMENT ACADEM	218031	6/9/2023	9,175.00	TRAINING
43902	IOWA LEAGUE OF CITIES	218032	6/9/2023	30.00	DUES & MEMBERSHIPS
43999	IOWA ONE CALL	218236	6/30/2023	547.20	TELEPHONE/IT
45057	J & J MOWING	217968	6/2/2023	31,395.00	
45518	JEFFERSON COUNTY QUARRY	218145	6/23/2023	7,003.73	STREET MAINT SUPPLIES
45616	JERRY'S TREE SERVICE	218034	6/9/2023	3,300.00	TREE TRIMMING
45974	JOHN DEERE FINANCIAL	218146	6/23/2023	1,180.08	OPERATING SUPPLIES
46694	JONES CONTRACTING CORP	217969	6/2/2023	668,275.94	CONTRACTUAL SERVICES
46704	HEATHER JONES	218238	6/30/2023	200.00	REFUNDS
47714	KAY PARK-REC CORP (AR)	218148	6/23/2023	343.00	OPERATING SUPPLIES
48003	BILL KEITH	218149	6/23/2023	124.28	SUSTENANCE SUPPLIES
48011	KATHERINE KELLNER	218035	6/9/2023	50.00	REFUNDS
48769	KEYSTONE LABORATORIES INC	218036	6/9/2023	739.00	LAB SUPPLIES
49050	KAROL KIRKPATRICK	218150	6/23/2023	172.00	MERCHANDISE - RESALE
49206	KLODT DOOR SERVICE LLC	217970	6/2/2023	349.50	OPERATING SUPPLIES
49500A	KNIGHTS OF COLUMBUS HALL	218239	6/30/2023	100.00	PROGRAM SUPPLIES
49675	JOSHUA KOBES	218151	6/23/2023	200.00	SUSTENANCE SUPPLIES
49687	KOHL WHOLESALE	218152	6/23/2023	24,445.42	CONCESSION - RESALE
49798	JEFF KROPF	217972	6/2/2023	40.00	SUSTENANCE SUPPLIES
49804D	KRONOS, A UKG COMPANY	218153	6/23/2023	6,000.09	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	218154	6/23/2023	220,767.74	UTILITY SYSTEM
51724	LEXIPOL, LLC	218155	6/23/2023	3,782.16	PREPAID EXPENSE
51968	LIBERTY TIRE	218241	6/30/2023	6,588.53	TIRE DISPOSAL
52986	DESTINY LONG	218156	6/23/2023	130.00	REFUNDS
52990	LOKTRONICS SECURITY CORP	218157	6/23/2023	3,542.81	OPERATING SUPPLIES
53691	MACQUEEN EQUIPMENT	217974	6/2/2023	383.50	VHCL MTCE SUPPLIES
53732	HECTOR MADUENO	218158	6/23/2023	5,000.00	Reimb Grant Expenditures
54057	MAHASKA COMMUNICATION GR	218159	6/23/2023	48.00	TECHNOLOGY SERVICES
54187	MAIN STREET OTTUMWA	218160	6/23/2023	5,000.00	CONTRACTUAL SERVICES
54390	MANATT'S INC	217975	6/2/2023	9,870.84	STREET MAINT SUPPLIES
54562	DVE MARKS JR	217976	6/2/2023	50.00	

55130	MARTIN'S FLAG COMPANY,LLC	218162	6/23/2023	344.56	MISCELLANEOUS
55537	HUNTER MCCARTY	218163	6/23/2023	50.00	REFUNDS
57379	MELLEN & ASSOCIATES INC	217977	6/2/2023	2,315.79	OPERATING SUPPLIES
57385	MENARDS	218041	6/9/2023	2,446.71	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	217978	6/2/2023	4,405.18	MEDICARE PREMIUMS
58500	MIDAMERICAN ENERGY CO	218043	6/9/2023	2,535.92	NATURAL GAS
58555	MID-IOWA SOLID WASTE	218244	6/30/2023	121,688.90	OTHER CAPITAL EQUIP
59200	MIDWEST ALARM SERVICES	218165	6/23/2023	4,257.42	BLDG MAINT & REPAIR
59382	MIDWEST TAPE	217980	6/2/2023	121.69	LIBRARY MAT-GRUBB ESTATE
59741	MIKAYLA OZ	218044	6/9/2023	400.00	PROGRAM SUPPLIES
60299	MISSIONSQUARE	218166	6/23/2023	2,430.76	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	218246	6/30/2023	176.50	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	218247	6/30/2023	7,037.35	TOOLS & SMALL EQUIP
62551	MUNDELL & ASSOCIATES	217981	6/2/2023	1,000.00	OTHER SMALL CAPITAL
62840	MURPHY TRACTOR & EQUIPMNT	218248	6/30/2023	307.46	VHCL MTCE SUPPLIES
63027	NALC	218249	6/30/2023	50.00	REFUNDS
63052	REBECCA NAVARRO	218168	6/23/2023	58.00	REFUNDS
64245	NATIONAL RECREATION AND	218169	6/23/2023	65.00	DUES & MEMBERSHIPS
64677A	NEAPOLITAN LABS LLC	217982	6/2/2023	1,250.00	CONTRACTUAL SERVICES
64998	NEW PIG CORPORATION	217983	6/2/2023	162.55	OPERATING SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	218250	6/30/2023	169.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	218251	6/30/2023	12,628.29	STREET MAINT SUPPLIES
66077	NORTHERN SAFETY COMPANY	218170	6/23/2023	55.44	OFFICE SUPPLIES
66476	NRS	217985	6/2/2023	5,932.47	TOOLS & SMALL EQUIP
66561	OFFICIAL PEST CONTROL	218172	6/23/2023	55.00	SUSTENANCE SUPPLIES
66641	O'HALLORAN INTERNATIONAL	218173	6/23/2023	171,457.00	OTHER CAPITAL EQUIP
67058	ONSITE SERVICE SOLUTIONS	218252	6/30/2023	1,725.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	218048	6/9/2023	1,098.22	VHCL MTCE SUPPLIES
68238	OTTUMWA HEALTH GROUP LLC	218253	6/30/2023	2,020.00	EMPLOYEE PHYSICALS/TEST
68240	OTTUMWA GLASS COMPANY	218174	6/23/2023	475.98	BUILDING MAINTENANCE REPA
68560	OTTUMWA PRINTING, INC.	218175	6/23/2023	535.00	OFFICE SUPPLIES
68575	OTTUMWA RADIATOR SHOP	218049	6/9/2023	75.00	VHCL MTCE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	218176	6/23/2023	12,017.74	BILLING FEES-WW
69040A	OTTUMWA WATER & HYDRO	218254	6/30/2023	63.46	WATER
69688	DIXIE L PARKER	217986	6/2/2023	1,600.00	JANITORIAL
71761	PHENOVA, INC.	218255	6/30/2023	514.90	LAB SUPPLIES
71971	TROY PILCHER	218177	6/23/2023	60.00	TRAINING
72032	PIPER SANDLER	217987	6/2/2023	1,000.00	
72238	PURCHASE POWER	218178	6/23/2023	400.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	218051	6/9/2023	96.79	OPERATING SUPPLIES
73420	PRAIRIE AG SUPPLY INC	218052	6/9/2023	306.60	TOOLS & SMALL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	218053	6/9/2023	203.16	INTEREST PAYMENT
73971	PROFESSIONAL JANITORIAL	218054	6/9/2023	2,870.00	JANITORIAL
74626	QUALITY SERVICES CORP	217988	6/2/2023	877.55	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	218055	6/9/2023	22,249.71	AUTOMOTIVE EQUIPMENT
75119	DELIA RAMIREZ	218056	6/9/2023	100.00	REFUNDS
75152	PHILIP RATH	218057	6/9/2023	439.11	TRAVEL & CONFERENCE
75902	RECREONICS CORPORATION	217990	6/2/2023	6,790.00	OPERATING SUPPLIES
75926	REDLINE PRESSURE WASHING	218180	6/23/2023	3,300.00	VHCL MTCE SUPPLIES
76291	REHRIG PACIFIC COMPANY	217991	6/2/2023	155.36	TRASH TAGS & STICKERS
77186	DOUG REED	218181	6/23/2023	900.00	GRANT
77203	RG CONSTRUCTION, LLC	218198	6/23/2023	144,717.10	CAPITAL IMPROVEMENTS

77206	JACKIE RIVERA	218058	6/9/2023	50.00	REFUNDS
77207	NATALIE RIVAS	218257	6/30/2023	50.00	REFUNDS
77307	BRETT ROBERTS	217992	6/2/2023	12.29	TRAVEL & CONFERENCE
77466	ROCHESTER ARMORED CAR	218183	6/23/2023	454.65	OTHER PROF SERV
77747	JOSE ROMERO	217993	6/2/2023	50.00	REFUNDS
77965	ROTARY CLUB OF OTTUMWA	218059	6/9/2023	310.00	DUES & MEMBERSHIPS
78105	ROYAL PORTABLE TOILETS	218184	6/23/2023	220.32	OPERATING SUPPLIES
78279	S & L ALL SEASON	218258	6/30/2023	417.82	VHCL MTCE SUPPLIES
78293	SCS ENGINEERS	218186	6/23/2023	2,411.64	ENGINEERING
78718	SANDRY FIRE SUPPLY LLC	217994	6/2/2023	3,045.40	SUSTENANCE SUPPLIES
79203	ROBERT SCHAFFNER	218060	6/9/2023	200.00	SUSTENANCE SUPPLIES
79298	SCHOLASTIC INC.	218187	6/23/2023	461.00	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	218188	6/23/2023	521.06	BUILDING MAINTENANCE REPA
80816	DEREK SHAW	217995	6/2/2023	19.08	TRAVEL & CONFERENCE
81429	AARON SHORT	218189	6/23/2023	174.90	SUSTENANCE SUPPLIES
82136	SINCLAIR NAPA	218191	6/23/2023	2,680.43	VHCL-FUEL
83145	SNYDER WATER	218061	6/9/2023	427.00	MISCELLANEOUS
83160	SOLENI	217996	6/2/2023	4,602.89	OPERATING SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	218088	6/13/2023	78.37	ELECTRIC
85291	SHANNON STATON	218259	6/30/2023	74.88	SUSTENANCE SUPPLIES
86196	THE STITCH DOCTOR	218062	6/9/2023	635.12	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	218064	6/9/2023	97,718.40	CONTRACTUAL SERVICES
87245	SWALLOW FABRIC STRUCTURES	218263	6/30/2023	185.00	OPERATING SUPPLIES
87466	SYN-TECH SYSTEMS, INC.	217997	6/2/2023	42.00	OFFICE/COMP. EQUIP MAINT.
87468	KEVIN SYLVESTER	218264	6/30/2023	165.84	SUSTENANCE SUPPLIES
88000	TEAMSTER LOCAL UNION 238	218192	6/23/2023	1,538.56	POLICE UNION DUES PAYABLE
88869	TIM HILDRETH CO. INC.	218065	6/9/2023	349.50	BLDG MAINT & REPAIR
89072	TORRES CONSTRUCTION	218066	6/9/2023	1,200.00	CONTRACTUAL SERVICES
89302	TRANSPARENT LANGUAGE INC	218067	6/9/2023	720.00	CONTRACTUAL SERVICES
89644	EAN TROESTER	218193	6/23/2023	100.00	REFUNDS
89986	TUBE PRO INC.	218068	6/9/2023	618.50	OPERATING SUPPLIES
90454	ULINE	218194	6/23/2023	653.52	OPERATING SUPPLIES
92555	THE VAN METER COMPANY	218069	6/9/2023	445.04	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	218265	6/30/2023	1,755.08	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	217999	6/2/2023	107,101.47	MISCELLANEOUS
92698	VETTER'S INC-CULLIGAN WAT	218000	6/2/2023	733.99	LAB SUPPLIES
94721	WAPELLO CO SHERIFF'S OFFI	218070	6/9/2023	3,313.86	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	218195	6/23/2023	14.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	218071	6/9/2023	39.24	WATER
95368	WAYNE'S TIRE	218072	6/9/2023	1,037.00	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	218074	6/9/2023	142,155.79	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	218075	6/9/2023	14,813.00	GROUP LIFE INSURANCE
97306	WINDSTREAM ENTERPRISE	218076	6/9/2023	1,838.32	TELEPHONE/IT
97320	WINGER COMPANIES	218077	6/9/2023	2,249.50	SUSTENANCE SUPPLIES
97332	WINN CORP	218271	6/30/2023	3,934.43	STREET MAINT SUPPLIES
97334	WINN CORP	218078	6/9/2023	3,976.46	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	218197	6/23/2023	3,911.50	NATURAL GAS
98320	YATES & YATES GLASS CO IN	218001	6/2/2023	4,991.00	OTHER SMALL CAPITAL
98527	JONATHAN YOUNG	218272	6/30/2023	12.00	OPERATING SUPPLIES
ACH	Bank Card/Merch		6/1/2023	566.24	CC Fees
ACH	COID		6/2/2023	1,860.97	Misc
ACH	IA Dept of Rev		6/2/2023	2,345.72	Sales Tax

ACH	IA Finance Auth		6/2/2023	516,401.25	SRF Payments
ACH	UKG		6/7/2023	398,780.99	Payroll
ACH	CC Charges		6/8/2023	74,322.16	CC Charges
ACH	Advantage Admin		6/12/2023	2,288.09	Payroll
ACH	Nationwide		6/13/2023	1,290.00	Payroll
ACH	IPERS		6/13/2023	73,164.53	IPERS
ACH	Municipla Fire & CO		6/20/2023	123,915.33	Retirement
ACH	UKG		6/21/2023	395,431.48	Payroll
ACH	Advantage Admin		6/26/2023	2,249.63	Payroll
ACH	UMB		6/27/2023	2,200.00	Bond Fees
ACH	Nationwide		6/27/2023	1,290.00	Payroll
	TOTAL			4,690,557.26	



October 3, 2023

TO: Ottumwa City Council Members
FROM: Richard W. Johnson, Mayor
SUBJECT: **APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend re-appointment to the Public Safety Advisory Committee, term to expire October 1, 2026.

Sandi Tiegs
224 N. Benton

Recommend appointment to the Airport Advisory Board, term to expire October 1, 2026, due to a vacancy.

Newell Palen
16 Woodshire Drive

Received 9-15-23

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Airport Advisory Board

Name: Newell Palen

Telephone: 641-777-7019

Email: (optional) NPalen@aol.com

Address: 16 Woodshire Dr.

ZIP: 52501

Business: Richwell Carpet & Cabinet Care

Telephone: 641-683-4084

Address: 545 N. Weller St.

ZIP: 52501

Date Available for Appointment 9/14/23

E-Mail: _____

Present occupation: Owner - Richwell Carpet & Cabinet Center 29 yrs.

Previous Employment: _____

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city). Bridgeview Center Inc. Board of Directors, United Way, St. Mary of the Visitation Finance Committee, Ottumwa Community Children's Playhouse

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

Personal:

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

Yes _____ No X

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

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

Yes X No

Bill Bishop (Brother-in-law) Police dispatcher

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

Yes No X

Richway Carpet & Cabinet Center sells products to the city of Ottumwa at times. I don't believe this advisory board has any say in those matters.

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

Yes X No

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? *Born in Ottumwa, Pilot since 2000 airplane owner based at KOTM since 2002.*
2. What do you see as the objectives and goals of the advisory body to which you seek appointment? *To grow the airport & services as an asset to the city of Ottumwa and community. Continue the positive direction the airport has taken the last few years.*
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
Bring the perspective of a customer of the airport. Provide input on services that would benefit the airport growing it's customer base and profitability.

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

Mumukshu Pahl
Signature

9/14/23
Date

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

WHEN COMPLETED MAIL ORIGINAL TO:

OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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

OTTUMWA CIVIL SERVICE COMMISSION

FIREFIGHTER – Entrance Eligibility List

1. Cody Pool
2. Dexter Ferdig

Certified September 27, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chair
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Public Information Officer – Entrance Eligibility List

1. Travis Lawrence
2. Mark Schafer
3. Chad Drury
4. Lauren McIntyre

Certified September 27, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chair
Ann Youngman
Amy Gardner

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****Council Meeting of: October 3, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier
Department Head

Ry RK
City Administrator Approval

AGENDA TITLE: Resolution #153-2023. Approving the contract, bond, and certificate of insurance for the City Hall Renovations Rebid Project.

☐

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

☐

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

RECOMMENDATION: Pass and adopt Resolution #153-2023.

DISCUSSION: This project will replace the existing heating and cooling system currently utilized in City Hall and redesign the first floor to better accommodate the public and our employees. The current boiler was manufactured in 1956, has been repaired numerous times, and is in need of replacement. The new HVAC system will include natural gas fueled hot water heating, VRF cooling with the ability for zone separation control, and the ability to introduce fresh air into the building as make up air.

The first floor remodeling will restore much of the original look and feel of the building. It will redefine the original public corridor which allows for flow and acoustical separation needed for professional development environments. The renovation will also address Code requirements for accessible means of egress by providing areas of refuge off of 2nd and 3rd floors for use in an emergency. For the rebid any work that wasn't necessary to remodel first floor or to install the new HVAC system was removed from the scope of work. The number of control zones were reduced and pipes rerouted to streamline construction. Bathroom remodels for 2nd and 3rd floors were taken out of the project.

These are the required bonds, certificate of insurance and signed contract with RG Construction of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 19, 2023 City Council Meeting in the amount of \$3,782,232.00.

Funding:

2022 Bond	\$ 700,000
ARPA Yr1	809,000
ARPA Yr2	1,321,788
General Fund	290,669
Franchise Fee	660,775
Total	\$3,782,232

Source of Funds: CIP, ARPA, General, Franchise Budgeted Item: Yes Budget Amendment Needed: Yes

RESOLUTION #153-2023

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF
INSURANCE FOR THE CITY HALL RENOVATIONS REBID PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to RG Construction of Ottumwa, Iowa in the amount of \$3,782,232.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with RG Construction of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 3, 2023**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **RG Construction LLC of Ottumwa, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"City Hall Renovations Rebid Project:"** prepared by Willett Hofmann & Associates, Inc., acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the Notice to Proceed and shall be completed by **December 24, 2024** or sooner, and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$3,782,232.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$500,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or

\$2,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the **four (4) years** warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.


CITY OF OTTUMWA, IOWA

By _____

Title Mayor

ATTEST:

Title City Clerk

 _____
Contractor

By  _____

Title Owner

Address _____

City, State, Zip _____

Client#: 25008

RGCONPC

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/21/2023

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

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

PRODUCER Holmes Murphy-Des Moines 2727 Grand Prairie Pkwy Property Casualty/Select-DM Waukee, IA 50263		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: corecertificaterequest@holmesmurphy.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Berkley Specialty Insurance Company		29580
		INSURER B : Cincinnati Insurance Company		10677
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED
RG Construction, LLC
RG Property, LLC
215 East 4th Street
Ottumwa, IA 52501

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

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

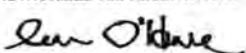
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CGL020254920	08/28/2023	08/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		EBA0664014	08/28/2023	08/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CX020255020	08/28/2023	08/28/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EWC0664015	08/28/2023	08/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Ottumwa City Hall Renovation - Ottumwa, IA

The City of Ottumwa is an Additional Insured to the General Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa 105 E Third St. Ottumwa, IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SECTION 00510

PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND

Bond Number

54256744

PRINCIPAL (Legal Name and Business Address)

R.G. Construction, Limited Liability Company, 215 East 4th Street,
Ottumwa, IA 52501

STATE OF INCORPORATION

Iowa

SURETY (Legal Name and Business Address)

United Fire & Casualty Company, P.O. Box 73909, Cedar Rapids, IA 52407

CONTRACT NO.

CONTRACT DATE

October 3rd, 2023

PENAL SUM OF BOND (Expressed in words and numerals)

Three Million, Seven Hundred Eighty-Two Thousand, Two Hundred Thirty-Two and 00/100 dollars (\$3,782,232.00)

KNOW ALL BY THESE PRESENTS:

That we, R.G. Construction, Limited Liability Company, as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
United Fire & Casualty Company, as SURETY are held and firmly bound unto ***the***
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
Three Million, Seven Hundred Eighty-Two Thousand, Two Hundred Thirty-Two and 00/100
dollars (\$ 3,782,232.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 3rd day of October, 2023, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **City Hall Renovations Rebid**

Project Location: **City of Ottumwa, Iowa**

The Work generally consists of:

This Project involves the remodeling of the existing Ottumwa City Hall building for the City of
Ottumwa, Ottumwa, Iowa. The work includes the removal and replacement of the existing HVAC and
electrical systems. ADA improvements including the exterior entrances, Restrooms on all floors and
the restoration of the original Public Lobby on the First Floor,

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND) Project No. _____

Witness our hands, in triplicate, this 3rd day of October, 2023.

Surety Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

R.G. Construction, Limited Liability Company

Contractor

By:

Signature

Title

SURETY:

United Fire & Casualty Company

Surety Company

By:

Signature Attorney-in-Fact Officer
Sara Huston, Attorney-in-Fact & IA
Resident Agent

Printed Name of Attorney-in-Fact Officer
Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



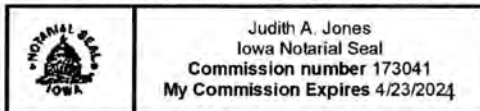
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 3rd day of October 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

Instructions on the reverse sideFor period (MM/DD/YYYY) 10 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: US Smoke Shop #2
Physical location address: 508 N Hancock St City: Attumwa ZIP: 52501
Mailing address: 2000 Wiley Blvd SW STE 106 City: CR State: IA ZIP: 52404
Business phone number: 319-229-4300

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Iowa 36 LLC
Mailing address: 2000 Wiley Blvd SW STE 106 City: CR State: IA ZIP: 52404
Phone number: 319-229-4300 Fax number: _____ Email: uptown286@a.hot

mail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☒ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): RASHAD KHAAN Name (please print): _____
Signature: [Signature] Signature: _____
Date: 9-14-23 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: 10/31/2023
- Fill in the permit number issued by the city/county: 5476
- Fill in the name of the city or county issuing the permit: Attumwa
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers
- All permits expire annually on June 30th
- A new application must be submitted every year
- All items must be completed
- A permit will not be issued until the application is properly completed and approved

Business Information

- Fill in the trade name/DBA of the business
- Fill in the physical location address, city, and ZIP
- Fill in the mailing address or PO Box, city, and ZIP
- Fill in the 10-digit telephone number of the business

Legal Ownership Information

- Check the legal ownership type of the business
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner

Retail Information

- Check the box for the type of sales at the business
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business
- Check the box that best describes the type of business establishment
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (tax.iowa.gov) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

To subscribe to receive updates by email, visit the Department's website (tax.iowa.gov) and click on "Subscribe to Updates."

Instructions on the reverse sideFor period (MM/DD/YYYY) 10 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: US SMOKE SHOP. #1
Physical location address: 610 Church St City: OTTUMWA ZIP: 52501
Mailing address: 2000 Wiley Blvd. SW STE 106 City: CR State: IA ZIP: 52404
Business phone number: 319-229-4300

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP IOWA 2011 LLC
Mailing address: 2000 Wiley Blvd. SW STE 106 City: CR State: IA ZIP: 52404
Phone number: 319-229-4300 Fax number: _____ Email: updown786.a@hotmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☒ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): RASHAD KHAN Name (please print): _____
Signature: [Signature] Signature: _____
Date: 9-14-23 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: 10/3/2023
- Fill in the permit number issued by the city/county: 5475
- Fill in the name of the city or county issuing the permit: OTTUMWA
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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- Fax: 515-281-7375

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- All items must be completed
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Business Information

- Fill in the trade name/DBA of the business
- Fill in the physical location address, city, and ZIP
- Fill in the mailing address or PO Box, city, and ZIP
- Fill in the 10-digit telephone number of the business

Legal Ownership Information

- Check the legal ownership type of the business
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner

Retail Information

- Check the box for the type of sales at the business
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business
- Check the box that best describes the type of business establishment
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (tax.iowa.gov) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

To subscribe to receive updates by email, visit the Department's website (tax.iowa.gov) and click on "Subscribe to Updates."

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 10/3/2023

Gene Rathje
Prepared By

Parks and Rec
Department

Gene Rathje
Department Head

Philip Rath
City Administrator Approval

AGENDA TITLE: Purchase of John Deere 1570 Mower For Parks Department

This Item is NOT a Public Hearing

RECOMMENDATION:

Approve the Purchase of a John Deere 1570 Mower from Sinclair John Deere of Ottumwa for \$34,685.34.

DISCUSSION:

The Parks Department has obtained a bid from Sinclair John Deere of Ottumwa for a John Deere 1570 front mount mower for \$34,685.34. The bid is attached. This mower will be purchased from the State of Iowa bid program. The new mower will replace mower #51, which will be sold at the next City of Ottumwa auction. The purchase of the new mower was approved by the City of Ottumwa fleet committee. An evaluation of mower #51 is attached.

Source of Funds:
Parks Operating Budget

Budgeted Item
Yes

Budget Amendment Needed: N/A

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

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sinclair Tractor
2808 W Burlington Ave
Fairfield, IA 52556
641-472-3868
sinclair@sinclairtractor.com

Quote Summary**Prepared For:**

City Of Ottumwa
IA

Delivering Dealer:

Sinclair Tractor
Dayton Cossolotto
2808 W Burlington Ave
Fairfield, IA 52556
Phone: 641-472-3868
daytonc@sinclairtractor.com

Quote ID: 29641285**Created On:** 19 September 2023**Last Modified On:** 19 September 2023**Expiration Date:** 26 September 2023**Equipment Summary**

JOHN DEERE 1570 TerrainCut™
Commercial Front Mower (Less
Mower Deck)

Contract: IA NASPO MA22136 (PG AN CG 22)**Price Effective Date:** September 18, 2023

Selling Price	Qty	Extended
\$ 29,750.41 X	1 =	\$ 29,750.41

JOHN DEERE 72 In. 7-Iron PRO
Commercial Side Discharge Mower
Deck

Contract: IA NASPO MA22136 (PG AN CG 22)**Price Effective Date:** September 18, 2023

\$ 4,934.93 X	1 =	\$ 4,934.93
---------------	-----	-------------

Equipment Total**\$ 34,685.34***** Includes Fees and Non-contract items****Quote Summary**

Equipment Total	\$ 34,685.34
-----------------	--------------

Trade In

SubTotal	\$ 34,685.34
----------	--------------

Est. Service	\$ 0.00
--------------	---------

Agreement Tax

Total	\$ 34,685.34
-------	--------------

Down Payment	(0.00)
--------------	--------

Rental Applied	(0.00)
----------------	--------

Salesperson : X _____**Accepted By :** X _____*Confidential*



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Sinclair Tractor
2808 W Burlington Ave
Fairfield, IA 52556
641-472-3868
sinclair@sinclairtractor.com

Balance Due

\$ 34,685.34

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 29641285

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sinclair Tractor
2808 W Burlington Ave
Fairfield, IA 52556
641-472-3868
sinclair@sinclairtractor.com

JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower

Hours:

Stock Number:

Contract: IA NASPO MA22136 (PG AN CG 22)

Selling Price *

Price Effective Date: September 18, 2023

\$ 29,750.41

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2439TC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 33,849.00	23.00	\$ 7,785.27	\$ 26,063.73	\$ 26,063.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ M Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 3,350.00	23.00	\$ 770.50	\$ 2,579.50	\$ 2,579.50
2012	Air Ride Suspension Seat with Armrests	1	\$ 334.00	23.00	\$ 76.82	\$ 257.18	\$ 257.18
Standard Options Total			\$ 3,684.00		\$ 847.32	\$ 2,836.68	\$ 2,836.68
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 400.00			\$ 400.00	\$ 400.00
	Customer Setup	1	\$ 450.00			\$ 450.00	\$ 450.00
			\$ 850.00			\$ 850.00	\$ 850.00
Suggested Price						\$ 29,750.41	
Total Selling Price			\$ 38,383.00		\$ 8,632.59	\$ 29,750.41	\$ 29,750.41

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck



JOHN DEERE

Selling Equipment

Quote Id: 29641285

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Sinclair Tractor
2808 W Burlington Ave
Fairfield, IA 52556
641-472-3868
sinclair@sinclairtractor.com

Equipment Notes:

Hours:

Stock Number:

Contract: IA NASPO MA22136 (PG AN CG 22)

Selling Price *

\$ 4,934.93

Price Effective Date: September 18, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034NTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 6,409.00	23.00	\$ 1,474.07	\$ 4,934.93	\$ 4,934.93
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 6,409.00		\$ 1,474.07	\$ 4,934.93	\$ 4,934.93



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Dayton Cossolotto

Sinclair Tractor
2808 W Burlington Ave
Fairfield, IA 52556

Tel: 641-472-3868

Fax: 641-472-9404

Email: daytonc@sinclairtractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

EQUIPMENT EVALUATION

Vehicle: 51 Year: 2017 Model & Type: JD Front Mower
Dept: 430 Mileage: _____ Hour Meter: 2,264
Park

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
Engine	Radiator leaks. Exit manifold is cracked. Runs ok.			x	\$ 2,000.00
Transmission	Seems ok.		x		
Transfer	N/A				
Rearend/Final Drives	Seems ok.		x		
Brakes	50%.		x		
Tires/Steering	All are showing wear.		x		
Body & Frame Suspension	Damage on body and mower deck. Deck wheels in desperate need of repair.			x	\$ 3,000.00
Miscellaneous (Interior/lights/windows)	N/A				
Hydraulic System	Deck moves up and down with no problems. No leaks.		x		
					\$ 5,000.00

2022	\$2,074.81
2021	\$3,342.50
2020	\$1,676.09
2019	\$ 795.31
2018	\$ 749.50

Checked by: 1047

Date: 11/14/2022

Approved: Yes No

Destination: _____

received

9.27.23 430pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 10/3/2023

Patrick Short
Prepared By

Fire
Department

Patrick Short
Department Head

Philip Rath
City Administrator Approval

AGENDA TITLE: Council approval for a letter to DNR that will allow the OFD to burn the structure at 11653 Dahlonaga Rd.

This Item is NOT a Public Hearing
RECOMMENDATION:

Draft a letter of approval to the DNR for the burning of this structure by the Ottumwa Fire Department.

DISCUSSION:

The Ottumwa Fire Department is requesting City Council approval to burn the demolished construction debris at 11653 Dahlonaga Rd. This property is owned by IHCC. IHCC allowed the OPD and the OFD to use this home for training purposes. The house was demolished and the debris is in and around the basement area. In order for us to burn the demolished debris, the Iowa DNR needs to have a letter of approval by the City Council to be able to burn the construction material. This letter is all that is left to finalize this project.

Source of Funds:
N/A

Budgeted Item:
No

Budget Amendment Needed: N/A

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



[CITY OF]
OTTUMWA

Attn. Tom Wuehr

Iowa DNR

The Iowa DNR has received all required documentation and has done an onsite inspection of the property at 11653 Dahlonga Road. They have stated that all that they need to release this property to be burned by The Ottumwa Fire Department is a letter from The Ottumwa City Council approving this action. The information that is being presented in this letter is to fulfill that last requirement. OPD, Wapello Rural Fire Department, and OFD used this house for training their personnel. Indian Hills Community College is the owner of this property. They granted us the ability to do this training. When the training was over, the house was supposed to be used for a training fire. This process to finalize this project has taken a very long time. The Ottumwa City Council's approval will allow this process to be concluded.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 10/3/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head

Philip Rath
City Administrator Approval

AGENDA TITLE: Consideration of contracting Johnson Moving and Storage to assist with the temporary relocation of City Hall due to pending construction

This Item is NOT a Public Hearing

RECOMMENDATION:

Approve contracting with Johnson Moving and Storage to assist with the temporary relocation

DISCUSSION:

Staff reached out to a number of local moving companies to identify those available and interested in completing moving everything from out of first floor of city hall and some furnishings and items from second and third floor to the temporary offices located at the Depot and another building in the city. Johnson Moving and Storage provided an estimate of \$17,775.00 to to move items within city hall and into other buildings in the city. They are available to assist with the move the third week of October - ahead of the asbestos abatement and project construction.

Source of Funds:
N/A

Budgeted Item
No

Budget Amendment Needed: N/A

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 3, 2023

Engineering
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier
Department Head

Py Rt
City Administrator Approval

AGENDA TITLE: Resolution #118-2023. Approving a Professional Services Agreement between the City of Ottumwa and Garden & Associates for the Milner Street (Portafield to Hand) Reconstruction Project.

☐

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

☐

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

RECOMMENDATION: Pass and adopt Resolution #118-2023.

DISCUSSION: The Agreement provides for professional services in connection with design and bid phases and construction staking. Estimated costs include staking the S. Milner Street corridor only. If additional storm sewer is required for sewer separation, then that staking would be additional.

The project will include complete reconstruction of the roadway. The storm sewer system will be reconstructed and separated. The sanitary sewer system will be reconstructed or rehabilitated as determined through design.

Estimated Design Contract: \$60,000.00

Project Total Estimate: \$850,000.00

Source of Funds: Road Use

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION NO. 118-2023

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND GARDEN & ASSOCIATED, LTD,
FOR THE MILNER STREET (PORTAFIELD TO HAND) RECONSTRUCTION PROJECT

WHEREAS, This Agreement provides for the design and bid phase services including preliminary site survey for design purposes; and

WHEREAS, The consulting engineering services of Garden & Associates, Ltd, is estimated at \$60,000.00 as described in the agreement.

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

APPROVED, PASSED, AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Ottumwa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

South Milner Street Reconstruction – from Portafield Street to West Hand Avenue. Includes complete reconstruction of the roadway. Storm sewer system will be reconstructed and separated. Sanitary sewer system will be reconstructed or rehabilitated as determined through design.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

-Design and Bid Phase services

-Construction Staking – Estimated costs include staking the South Milner Street corridor only.

If additional storm sewer is required for sewer separation, then that staking would be additional.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

-Preliminary survey information as required.

-Construction phase services aside from construction staking

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates with an estimated cost of \$60,000. Current standard rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

CLIENT



FOR GARDEN & ASSOCIATES, LTD.

DATE

7/11/23

DATE

ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

Indemnification: The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

Applicability: These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

On-site Observation: In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

Time of Performance: Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

Opinion of Construction Cost: Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

Additional Services: Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.

GARDEN & ASSOCIATES, LTD.
2023 RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 169.00
Project Manager	\$ 163.00
Engineer 1	\$ 150.00
Engineer 2	\$ 137.00
Engineer 3	\$ 127.00
Engineer 4	\$ 116.00
Engineer 5	\$ 109.00
Surveyor 1	\$ 138.00
Surveyor 2	\$ 132.00
Surveyor 3	\$ 115.00
Technician 1	\$ 126.00
Technician 2	\$ 108.00
Technician 3	\$ 102.00
Technician 4	\$ 94.00
Technician 5	\$ 83.00
Technician 6	\$ 67.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.66
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 50.00
Robotic Total Station Equipment, Per Hour	\$ 50.00
ATV GPS Mapping, Per Hour	\$ 135.00
Laser Scanning, Per Hour	\$ 165.00
GIS, Mapping Equipment, Per Hour	\$ 12.00

OTHER REIMBURSABLE EXPENSES

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

- 1 Rate Schedule effective March 1, 2023 through February 28, 2024. The Rate Schedule shall be subject to change each March 1st of each year.



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 3, 2023

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #145-2023 - Approve employee Telecommuting Policy

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #145-2023

DISCUSSION: Please see attached

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

As our employment world continues to change, we need to be able to adapt to our changing workforce. One item that we have seen an increase in is requests to telecommute.

We realize not all positions are eligible to telecommute. We must be prepared though for those positions that would have that capability. We have worked with our leadership team to identify those positions that could be performed by telecommuting.

The attached telecommuting policy outlines the process and expectations of those employees that are able to telecommute. This includes checklists for home office setup, approval requests, and performance expectations.

Along with this policy, we will be including on our job descriptions if a position is eligible for telecommuting. In order to do so, we need to have a policy in place.

RESOLUTION NO. 145-2023

RESOLUTION APPROVE EMPLOYEE
TELECOMMUTING POLICY

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current Benefits as part of the document' and;

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

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

WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Telecommuting policy in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Telecommuting Policy as part of the Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Telecommuting policy are hereby adopted in their place with an effective date of October 3, 2023.

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

PASSED, ADOPTED and APPROVED this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

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

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

PURPOSE

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The City of Ottumwa considers telecommuting to be a viable, flexible work option when both the employee AND the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the City of Ottumwa. Approval for telecommuting is at the sole discretion of the Department Head and City Administrator and can be discontinued at any time. Physical presence at the employee's designated work location is the general expectation for all employees.

The purpose of our telecommuting policy is to:

- Foster flexibility: We acknowledge that telecommuting offers employees the opportunity to achieve a better work-life balance by reducing commuting time and allows employees to manage their time effectively, allowing them to be present for personal commitments and better recharge, leading to increased job satisfaction and overall happiness.
- Promote productivity: We believe that a flexible work environment can optimize productivity by empowering employees to work in a manner that suits their preferences and individual situations, leading to increased focus and efficiency.
- Attract and retain talent: By offering telecommuting options, we can attract a diverse and talented workforce, irrespective of geographical boundaries, boosting employee satisfaction and reducing turnover.
- Enable business continuity: Our telecommuting policy ensures that essential operations can continue uninterrupted during unforeseen events such as natural disasters, emergencies, or situations that require employees to work from home.
- Enhance collaboration and communication: We recognize that effective collaboration and communication are vital for a successful telecommuting environment. Our policy encourages the use of appropriate technology and tools to facilitate seamless connectivity among telecommuting teams.
- Establish clear expectations: Our policy sets forth guidelines for telecommuting, including working hours, communication expectations, deliverables, and accountability. By setting clear expectations, employees can understand what is required of them and contribute to the success of their teams and the organization.
- Uphold security and confidentiality: Our telecommuting policy emphasizes the importance of maintaining data security and confidentiality. Employees are expected to follow established security protocols and protect sensitive information to ensure the

integrity of our operations.

By establishing this telecommuting policy, we strive to create an inclusive, flexible, and productive work environment that supports our employees' well-being while embracing the advantages that telecommuting offers.

ELIGIBILITY

An employee may be allowed to telecommute if management decides the employee's duties are appropriate for offsite work and the employee meets all criteria for eligibility established by this policy.

Approval for participation is within management's authority and is not an employee entitlement. The operational needs, mission and goals and responsibilities of a particular department of the City, determine how often and to what extent telecommuting is approved.

Telecommuting may be voluntary or mandated and employees must meet City eligibility criteria to participate.

PROCEDURE

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

- The employee must fill out a Telecommuting Request Form and submit to their Department Head for review.
 - If this is mandated by the employer, the same form will be used.
- The Department Head will review the business need and make a determination within 21 days of receipt of the request.
 - If a telecommuting request is approved by the Department Head, the request will go to the City Administrator for final approval.
 - If a telecommuting request is denied, a written explanation will be provided to the employee.
 - If a telecommuting request is terminated or temporarily suspended, the Supervisor will provide a written explanation within five (5) business days of the decision as to the reason.
- Upon approval, the employee and Department Head will complete a Telecommuting Agreement. This agreement must be approved by the Department Head with final approval from the City Administrator. A copy of the agreement will be filed with the Human Resources Department.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time during this trial period at the request of either the telecommuter or the organization. Telecommuting arrangements may be modified, adjusted, terminated or temporarily suspended at any time following the initial trial period as deemed necessary by management or when requested by an employee and will be made on a case-by-case basis and based on business needs and/or employee performance.

Every effort will be made to provide 30 days' notice of any change in the telecommuting arrangement to accommodate scheduling, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability - The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities and key deliverables - The employee and manager will discuss the job responsibilities to determine if the job is appropriate for a telecommuting arrangement and how key deliverables will be measured
- Equipment needs, workspace design considerations and scheduling issues - The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications - The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee, Department Head and City Administrator agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and face-to-face meetings to discuss work progress and any problems as identified by either the manager or employee. At the end of the trial period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and may be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Telecommuting may be used to provide reasonable accommodation for employees who qualify for such accommodations, including those employees who have partially recovered from an injury/illness and who can perform work on a full- or part-time basis from a telework site.

EQUIPMENT

On a case-by-case basis, the City of Ottumwa will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software,

modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The City of Ottumwa accepts no responsibility for damage or repairs to employee-owned equipment.

The City of Ottumwa reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter shall sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

The City of Ottumwa will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

The employee will establish an appropriate and safe work environment. The City of Ottumwa assumes no responsibility for any operating costs associated with an employee using his or her personal residence as an alternative work site. This includes home maintenance, insurance, utilities, telephone lines, etc. The City of Ottumwa will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

The City of Ottumwa reserves the right to inspect the employee's home workspace, upon reasonable notice, to ensure that it is designed consistent with this policy. City of Ottumwa IT will have remote access to repair any IT issues.

SECURITY

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

**Please refer to our Cybersecurity Handbook for more information.*

SAFETY

Employees are expected to maintain their telecommuting workspace in a safe manner, free from safety hazards. The City of Ottumwa will provide each telecommuter with a safety checklist for the employee to ensure the designated off-site workspace is safe, ergonomically suitable and free from hazards.

Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

TIME WORKED

All employees will be required to punch in and out using the company's current HRIS. Upon completion of the Telecommuting Agreement, the employee's profile will be changed to allow for

mobile punching. Employees will be required to punch out during times they are not working. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

AD HOC ARRANGEMENTS

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. This also includes conferences / trainings an employee must attend for work.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

General Expectations

- Telecommuter employees are expected to be available and communicative during scheduled work hours.
- If an employee is unable to work from their location due to issues with internet or electrical outages, the employee can report to their respective city building, an alternate location which provides the necessary environment, or use leave time.
- The City of Ottumwa work rules and other policies continue to apply to offsite work locations. This includes reporting requirements for sick leave or other available leave.
- Consumption of alcohol during work hours is never acceptable.
- Employees should seek a quiet and distraction-free working space, to the extent possible.
- Employees are expected to maintain their workspace in a safe manner, free from safety hazards.
- Employees must satisfactorily complete all assigned work, consistent with the standards adopted for all other employees, and according to standards and guidelines in the employee's performance plan.
- Unless otherwise stated in the telecommuting agreement, the employee will ordinarily be expected to attend on-site events in their Department, as may be necessary to participate in meetings, training sessions and similar events.

Virtual Meetings

- While distractions are often unavoidable, try to keep them to a minimum. No music or television in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is encouraged.

- Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host.
- Smoking or vaping is not permitted during a video conference.
- Casual dress is acceptable; however, use discretion. No sleeveless tops, pajamas or other apparel that would not be appropriate to wear outside of your home.
- Avoid multi-tasking. Give your full attention to the meeting as if you were face to face.

While gentle reminders may be all that is necessary in some circumstances, egregious or continued violations of these expectations and/or other City of Ottumwa policies will result in disciplinary action and possible revocation of the telecommuting arrangement.

Employee Name	Employee ID
Job Title	
Department	
Name of Supervisor	
Reason for telecommuting request	
Telecommuting Location	

Work Schedule (*check one*)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--------	--------	---------	-----------	----------	--------	----------

Work Time (*start and stop*)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Request Start Date	Request End Date
Additional notes	

I am requesting authorization to telecommute as described in this form. I have read, understand and agree to comply with the City of Ottumwa's telecommuting policies. I understand that telecommuting privileges can be terminated at any time. My signature serves as proof that I agree to these terms and conditions.

Employee Signature

Date

Section 2 – To be filled out by the Department Head

I have reviewed the above request for telecommuting.

Request is: *(please check one and provide comments below)*

Approved	Denied	Modified
----------	--------	----------

The following equipment will be needed to allow employee to telecommute:

Equipment / Software	Have	Need	Budgeted (Y or N)

**Please review with IT to ensure that all equipment / software needed is available.*

Comments

If approved, please route to City Administrator. If denied, please review with employee.

Section 3 – *To be filled out by the City Administrator*Request is: *(please check one and provide comments below)*

Approved	Denied	Modified
----------	--------	----------

Comments

Reviewed with employee on: _____

City Administrator Signature_____
Date

Purpose and Scope

This document establishes the terms and conditions of the agreement between _____ and the City of Ottumwa to conduct telecommuting.

The City of Ottumwa reserves the right to deny or revoke telecommuting privileges at their own discretion.

Employee Information:

Name: _____

Job title: _____

Department: _____

Telecommuting start date: _____ End date:

Temporary work location: _____

Employee schedule: _____

Additional Comments:

The City of Ottumwa will provide the following equipment:

The employee will provide the following equipment:

Definitions

Telecommuting refers to an arrangement where the employee works from home or from another location away from the usual workplace. Depending on the details of the arrangement, telecommuting constitutes either a portion of the employee's work time or all of it.

Responsibilities

Position requirements and responsibilities will not change due to telecommuting. Employees face the same expectations in relation to professionalism, work output and customer service, regardless of where the work is being performed. The amount of time an employee is expected to work in a given week will not change, although the exact scheduling of allotted hours will be left up to the discretion of their direct supervisor(s). If an employee's physical presence is required at the City of Ottumwa's primary work location, they will be expected to report once given adequate notice.

Additionally, the employee agrees to abide by the following general rules:

- Be transparent about your availability and keep your calendar and availability status up to date, indicating when you are online or offline.
- Maintain strong communication by conducting regular check-ins with your manager and co-workers.
- Utilize your webcam and phone instead of email as often as possible.
- Request PTO when you intend to be away from your work.
- Set up a dedicated workspace that allows you the most focus as possible, and that is ergonomically sound and free of hazards.

Contact with Primary Location

The employee agrees to maintain regular contact with their supervisor(s). The supervisor(s) will act as the employee's primary contact at the City of Ottumwa. Both the employee and their supervisor(s) are expected to work together to keep each other informed of any developments that occur during the workday.

The employee must receive approval from their supervisor(s) to:

- Alter their defined work schedules.
- Move company equipment to a new location.
- Transfer primary off-site operations to a new location.

Equipment

The employee agrees that, on a case-by-case basis, the City of Ottumwa may determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each telecommuting arrangement. The human resource and IT departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the

employee, if deemed appropriate by the organization, will be maintained by the employee.

Additionally, the employee agrees to abide by the following general rules:

- All equipment purchased by the City of Ottumwa remains the property of the City of Ottumwa.
- Hardware is only to be modified or serviced by parties as approved by the City of Ottumwa.
- The employee must report to the City of Ottumwa any damage or modification to company-provided equipment as soon as possible.
- Software provided by the City of Ottumwa is to be used only for its intended purpose and should not be duplicated without consent.
- Any equipment provided by the City of Ottumwa for off-site use is intended for legitimate business use only.
- All hardware and software should be secured against unauthorized access.
- All equipment—including laptop and corresponding portable power supply, and voice devices such as a headset—is to be returned in a timely fashion should the employee cease telecommuting operations for any reason.

I have read, understand and agree to comply with all provisions of the Telecommuting Agreement. I understand that any violation of the terms of this agreement may result in disciplinary action up to and including termination. My signature serves as proof that I agree to the terms and conditions of this agreement.

Employee Signature

Date

Department Head Signature

Date

City Administrator Signature

Date

Job Title	Eligible	Job Title	Eligible
911 Communication Specialist	No	HR Generalist	Yes
911 Dispatch Supervisor	No	IT Manager	Yes
Accountant	Yes	IT Technician	Yes
Accounting Specialist	No	Landfill Supervisor	Yes
Administrative Clerk	No	Laboratory Chemist	No
Administrative Specialist	No	Laboratory Technician	No
Assistant Fire Chief	No	Librarian	No
Aviation Mechanic/Technician	No	Library Assistant	No
Aviation Services Supervisor	No	Library Clerk	No
Building Inspector	Yes	Library Manager	Yes
City Administrator	Yes	Library Director	Yes
City Clerk	Yes	Lifeguard	No
City Engineer	Yes	Maintenance Manager	Yes
Code Compliance Officer	Yes	Maintenance Technician	No
Custodian	No	Maintenance Worker	No
Customer Service Representative	No	Master Firefighter	No
Demanufacturing Technician	No	Mechanic	No
Deputy Fire Chief	Yes	Plant Operator	No
Design Tech	No	Planning and Zoning Coordinator	Yes
Director of Airport Operations	Yes	Police Chief	Yes
Director of Community Development	Yes	Police Investigator	Yes
Director of Finance	Yes	Police Lieutenant	Yes
Director of Human Resources	Yes	Police Officer	No
Director of Parks & Recreation	Yes	Police Sergeant	No
Director of Public Works	Yes	Pre-Treatment Coordinator	Yes
Electrician	No	Program Instructor	No
Engineering Aide	No	Program Supervisor	No
Engineering Assistant I	No	Public Works Superintendent	Yes
Engineering Supervisor	Yes	Recycling Coordinator	Yes
Equipment Operator	No	Reference Librarian	No
Facilities Technician	No	Senior Electrician	No
Fire Captain	No	Sewer Maintenance Supervisor	No
Fire Chief	Yes	Street Maintenance Supervisor	No
Firefighter	No	Traffic Maintenance Supervisor	No
Garage Supervisor	No	WPCF Maintenance Supervisor	No
Gatekeeper	No	WPCF Operations Supervisor	No
GIS Administrator	Yes	WPCF Superintendent	Yes
Grounds worker	No		

The employee will designate a workspace as the home office. This checklist will serve as a guide for the employee prior to telecommuting to ensure the designated off-site workspace is safe, ergonomically suitable and free from hazards. Employees and supervisors may add to this list as needed.

Employee Name	Employee ID
---------------	-------------

General	Yes	No
Workspace is away from noise, distractions, and is devoted to your work needs.		
Workspace accommodates workstation, equipment and related material		
Floors are clear of any obstacles. This may include toys, boxes, books, or loose or dangling cords.		
If your workspace requires you to go up or down flights of stairs, be careful not to carry too many items in your hands while on the stairs. One hand should be free at all times to hold onto the railing.		
File drawers are not top-heavy and do not open into walkways		
Temperature, ventilation and lighting are adequate		
Carpets are well secured to the floor and free of frayed or worn seams.		
Electrical Safety		
Telephone lines and electrical cords are secured under a desk or along the wall, and away from heat sources		
Ensure all electrical plugs, cords, panels and receptacles are in good condition and free of exposed conductors or broken insulation.		
Sufficient electrical outlets are accessible		
Ensure sufficient ventilation of electrical components		
Computer equipment is connected to a surge protector		
Electrical system is adequate for office equipment		
Extension cords and power strips are not daisy-chained and no permanent extension cord is in use		
Equipment is turned off when not in use		
Fire Safety		
Practice general fire safety - To avoid potential fires, make sure the following are present in or near your workspace:		
<ul style="list-style-type: none"> A working smoke detector - Check the batteries at least twice per year to see if they need replacing. 		
<ul style="list-style-type: none"> A functioning fire extinguisher: Make sure you are inspecting your fire extinguisher regularly and follow proper fire extinguisher usage. Fire extinguishers should be stored in a place that is easily accessible; inspect the physical state of the extinguisher for any dents, slits in the hose, and be sure the locking pin is intact; and check the pressure gauge to make sure the needle is in the green zone. 		
<ul style="list-style-type: none"> Have an evacuation plan in the event of a fire: You and everyone in your household should be aware of the evacuation plan to ensure 		

everyone's safety. This plan should include identifying an outside location away from the property where you would meet.		
Walkways, aisles and doorways are unobstructed		
Workspace is kept free of trash, clutter and flammable liquids		
All radiators and portable heaters are located away from flammable items		
Computer Work Station		
Choose the right space – An ideal workspace should have adequate lighting to avoid eye strain; an appropriate work surface, such as a desk or table; and is set apart from busy areas in the home to allow for optimal focus during work hours		
Choose the right chair - When seated, your knees should not be higher than your hips. This will help avoid lower back pain and reduce the pressure on your spine while seated. The chair should be adjustable and your feet should be on the floor or adequately supported by a footrest. Your back is adequately supported by a backrest.		
Files and data must be secure		

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****Council Meeting of: October 3, 2023Phillip Burgmeier

Prepared By

Engineering

Department

Phillip Burgmeier

Department Head

Pf RC
City Administrator Approval

AGENDA TITLE: Resolution #151-2023. Awarding the contract and approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2023.

☐

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

☐

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

RECOMMENDATION: Pass and adopt Resolution #151-2023.

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: N. Adams

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 September 20, 2023 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 \$1,476,006.50 (this includes a base bid total of \$1,375,572.50 and an alternate bid total of \$100,434.00).

These are the required bonds, certificate of insurance and signed contract with Norris Asphalt Paving Co., LC, of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk.

Bid Tab and Plan Holders List are attached.

Source of Funds: ESRP Fund

Budgeted Item: Yes

Budget Amendment Needed: No

Funding Source:

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

RESOLUTION #151-2023

A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE ASPHALT STREET REPAIR PROGRAM 2023

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

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,476,006.50 (this includes a base bid total of \$1,375,572.50 and an alternate bid total of \$100,434.00) based on total unit price and estimated quantities; and,

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

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

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 \$1,476,006.50 (this includes a base bid total of \$1,375,572.50 and an alternate bid total of \$100,434.00). The contract, bond and certificate of insurance with Norris Asphalt Paving Company of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

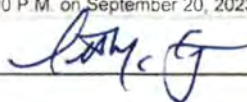
2023 ASPHALT STREET REPAIR PROGRAM

Bid Tabulation

Bid Opening: September 20, 2023

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	\$ 205.50	\$20,550.00	\$ 195.00	\$19,500.00
2	2303-0031500-HMA-Base Course (1,000,000ESAL)	250-500	TN	250	\$ 165.00	\$41,250.00	\$ 161.00	\$40,250.00
3	2303-0031500-HMA-Base Course (1,000,000ESAL)	500-750	TN	500	\$ 155.00	\$77,500.00	\$ 157.50	\$78,750.00
4	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-1000	TN	750	\$ 152.00	\$114,000.00	\$ 152.25	\$114,187.50
5	2303-0031500-HMA-Base Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 148.00	\$148,000.00	\$ 150.00	\$150,000.00
6	2303-0031500-HMA-Base Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 145.00	\$219,000.00	\$ 149.00	\$223,500.00
7	2303-0033500-HMA-Surface Course (1,000,000ESAL)	100-250	TN	100	\$ 211.00	\$21,100.00	\$ 200.00	\$20,000.00
8	2303-0033500-HMA-Surface Course (1,000,000ESAL)	250-500	TN	250	\$ 170.00	\$42,500.00	\$ 168.00	\$42,000.00
9	2303-0033500-HMA-Surface Course (1,000,000ESAL)	500-750	TN	500	\$ 162.00	\$81,000.00	\$ 158.50	\$79,250.00
10	2303-0033500-HMA-Surface Course (1,000,000ESAL)	750-1000	TN	750	\$ 155.00	\$116,250.00	\$ 153.30	\$114,975.00
11	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 152.00	\$152,000.00	\$ 151.25	\$151,250.00
12	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 150.00	\$225,000.00	\$ 150.00	\$225,000.00
13	2599-9999006-Tack Coat Emulsion	500-1500	GL	500	\$ 5.35	\$2,675.00	\$ 5.00	\$2,500.00
14	2121-7425022-Compacted Granular Shoulders, Type B	50-500	TN	50	\$ 50.00	\$2,500.00	\$ 46.50	\$2,325.00
15	2303-3400000-Manhole Adjustment (if needed)	1	EA	1	\$ 2,000.00	\$2,000.00	\$ 1,900.00	\$1,900.00
16	2318-1001210- Full Depth Reclamation (8" Depth)	4000-10000	SY	4000	\$ 12.00	\$48,000.00	\$ 11.00	\$44,000.00
17	2318-1001230- Mineral Stabilizing Agent, Fly Ash, Type-C	217-541	TN	217	\$ 310.00	\$67,270.00	\$ 305.00	\$66,185.00
BASE BID TOTAL						\$1,380,595.00		\$1,375,572.50
ALTERNATE BID ITEM								
18	2212-5070310-HMA Full Depth Patch	50-500	SY	50	\$ 95.00	\$4,750.00	\$ 85.00	\$4,250.00
19	2212-5070310-PCC Full Depth Patch	50-500	SY	50	\$ 200.00	\$10,000.00	\$ 185.00	\$8,250.00
20	2214-5145150-HMA Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 40.00	\$2,000.00	\$ 37.00	\$1,850.00
21	2214-5145150-PCC Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 55.00	\$2,750.00	\$ 52.50	\$2,625.00
22	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 15.00	\$750.00	\$ 12.50	\$625.00
23	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	1001-4000	SY	1001	\$ 12.00	\$12,012.00	\$ 9.50	\$9,509.50
24	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 21.00	\$1,050.00	\$ 20.00	\$1,000.00
25	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth)-Mainline	1001-4000	SY	1001	\$ 15.00	\$15,015.00	\$ 12.50	\$12,512.50
26	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 22.00	\$1,100.00	\$ 21.00	\$1,050.00
27	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	1001-4000	SY	1001	\$ 16.50	\$16,516.50	\$ 16.00	\$16,016.00
28	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 27.50	\$1,375.00	\$ 26.00	\$1,300.00
29	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth)-Mainline	1001-4000	SY	1001	\$ 22.00	\$22,022.00	\$ 21.00	\$21,021.00
30	2511-6745900-Removal of Sidewalk	50-1000	SY	50	\$ 19.00	\$950.00	\$ 15.00	\$750.00
31	2511-7526004-Sidewalk, PCC, 4 in.	50-500	SY	50	\$ 110.00	\$5,500.00	\$ 110.00	\$5,500.00
32	2511-7526006-Sidewalk, PCC, 6 in.	50-500	SY	50	\$ 125.50	\$6,325.00	\$ 130.00	\$6,500.00
33	2511-7528100-Detectable Warnings for Curb Ramps	50-500	SF	50	\$ 77.00	\$3,850.00	\$ 70.00	\$3,500.00
34	2512-1725256-Curb and Gutter, PCC 2.5'	50-500	LF	50	\$ 75.00	\$3,750.00	\$ 40.00	\$2,000.00
35	2213-6745500-Removal of Curb and Gutter	50-500	LF	50	\$ 16.00	\$800.00	\$ 15.00	\$750.00
36	2528-8445113 - Flagger	1	EA	1	\$ 600.00	\$600.00	\$ 575.00	\$575.00
37	2528-8445115 - Pilot Car	1	EA	1	\$ 900.00	\$900.00	\$ 850.00	\$850.00
ALTERNATE BID TOTAL						\$112,015.50		\$100,434.00
TOTAL PROJECT BID						\$1,492,610.50		\$1,476,006.50

I hereby certify that this is a true tabulation of the bids received at
2:00 P.M. on September 20, 2023 by:

 9-20-2023

PLAN HOLDERS LIST

Asphalt Street Repair Program 2022
Ottumwa, Iowa 52501

Engineer's Estimate

\$750,000.00

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	Norris Asphalt Paving Co 14242 Terminal Ave Ottumwa, IA 52501 stevel@norrisasphalt.com	641-682-3427	Emailed 9/7/2023			
2	Archstone Construction 946 SW Des Moines St Ankeny, IA 50023 jon@archstonecap.com	515-817-9968	City Website 9/12/2023			
3	InRoads Paving 4761 NE 20th Lane Des Moines, IA 50221 kevin@inroadspaving.com	515-644-2085	City Website 9/19/2023			
4	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	City Website 9/19/2023			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	e-mailed 9/7/2023			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	e-mailed 9/7/2023			

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **3rd day of October, 2023**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Norris Asphalt Paving Co., LC.** of Ottumwa, Iowa, the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Asphalt Street Repair Program 2023 - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **December 31, 2023** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of \$1,476,006.50 (this includes a base bid total of \$1,375,572.50 and an alternate bid total of \$100,434.00) payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$300,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or **\$1,000,000** combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By _____

Title _____ Mayor

ATTEST:

Title _____ City Clerk

Norris Asphalt Paving Co., LC

Contractor

By  _____

Title _____ Steven J. Leonard, Vice President

Address _____ PO Box 695

City, State, Zip _____ Ottumwa, IA 52501



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Heather Murad	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 712-274-8234	E-MAIL ADDRESS: Heather_murad@ajg.com	
INSURED Norris Asphalt Paving Co. LC P.O. Box 695 Ottumwa IA 52501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company		25658
	INSURER B: Travelers Casualty and Surety Company		19038
	INSURER C: Travelers Property Casualty Insurance Co		36161
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1129401981

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-8R94793A-PHX-21	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 300,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-8R945947-21-26-G	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8R981184-21-26	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8R953855-23-26-E	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Asphalt Street Repair Program 2023 - Ottumwa, Iowa; City of Ottumwa, IA listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa
105 E. Third St.
Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00510

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond Number

100042374

PRINCIPAL (Legal Name and Business Address)

Norris Asphalt Paving Co., LC
14242 Terminal Ave.
Ottumwa, IA 52501

STATE OF INCORPORATION

Iowa

SURETY (Legal Name and Business Address)

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

One Million Four-Hundred Seventy-Six Thousand Six Dollars and 50/100 \$1,476,006.50

KNOW ALL BY THESE PRESENTS:

That we, Norris Asphalt Paving Co., LC, as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
One Million Four-Hundred Seventy-Six Thousand Six Dollars and 50/100
dollars (\$ 1,476,006.50), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 22 day of September, 2023, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Asphalt Street Repair Program 2023Project Location: City of Ottumwa, Iowa

The Work generally consists of:

Furnish all labor, materials and equipment to construct the following: **Mill, patch and overlay certain
streets in Ottumwa. The first 10 loads of millings are to be delivered to the city yard on Gateway
Drive**

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____
(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 21st day of September, 2023.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Norris Asphalt Paving Co., LC
Contractor

By:


Signature Steven J. Leonard
Vice President
Title

Printed Name of Agent

Company Name

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

Company Address

By:


Signature Attorney-in-Fact Officer

City, State, Zip Code

E Marie Burmahl
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

M3 Surety LC
Company Name

PO Box 85
Company Address

Brooklyn, IA 52211
City, State, Zip Code

641-522-5032
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

E Marie Burmahl

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of September, 2023



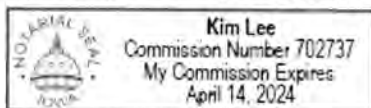
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of September, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September, 2023



William Warner Jr.
Secretary

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 3, 2023

Phillip Burgmeier

Prepared By

Engineering

Department

Phil Burgmeier
Department Head

Rp Rt
City Administrator Approval

AGENDA TITLE: Resolution #152-2023. Awarding the contract and approving the contract, bond, and certificate of insurance for the Street Crack Repair Program 2023.

☐

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

☐

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

RECOMMENDATION: Pass and adopt Resolution #152-2023.

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

The work to be completed is located at:

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

Source of Funds: ESPR Fund

Budgeted Item: Yes

Budget Amendment Needed: No

Bids were received and opened by the City of Ottumwa on September 20, 2023 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 Parking Lot Specialties, LLC of Carlisle, Iowa in the amount of \$46,800.00.

These are the required bonds, certificate of insurance and signed contract with Parking Lot Specialties, LLC of Carlisle, Iowa for the above referenced project and are now on file with the City Clerk.

Bid Tab and Plan Holders List are attached.

Funding Source:

2023 ESRP: \$50,000.00

RESOLUTION #152-2023

A RESOLUTION AWARDDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE STREET CRACK REPAIR PROGRAM 2023

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

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Parking Lot Specialties, LLC of Carlisle, Iowa in the amount of \$46,800.00; and,

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

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

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, Parking Lot Specialties, LLC, of Carlisle, Iowa in the amount of \$46,800.00. The contract, bond and certificate of insurance with Parking Lot Specialties, LLC, of Carlisle, Iowa, for the above referenced project are hereby approved.

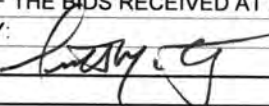
APPROVED, PASSED, AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

HMA, PCC Street Crack Repair Program 2023							
Bid Opening: September 20, 2023							
ITEM	DESCRIPTION	UNIT	QTY	Parking Lot Specialists		TK Concrete	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Crack & Joint Cleaning and Filling, Hot Pour (HMA&PCC Surf)	LF	36,000	\$ 1.30	\$46,800.00	\$2.45	\$88,200.00
	TOTAL				\$46,800.00		\$88,200.00
<div style="border: 1px solid black; padding: 5px;"> <p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON DATE OF BID OPENING BY:  9-20-2023</p> </div>							

PLAN HOLDERS LIST

Street Crack Repair Program 2023
Ottumwa, Iowa 52501

Engineer's Estimate

\$50,000.00

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	TK Concrete 1608 Fifield Road Pella, IA 50219 kirk@vermeergroup.com	641-891-4315	Emailed 9/7/2023			
2	Scodeller Construction Inc 51722 Grand River Ave Wixom, MI 48393 stover@scodeller.com	248-374-1102	City Website 9/9/2023			
3	Kluesner Construction 1007 1st Ave NW Farley IA 52046 office@kluesnerconstruction.com	319-480-1864	Emailed 9/6/2023			
4	Illowa Invesments PO Box 187 Blue Grass, IA 52726 randys@illowainc.com	563-381-1126	Emailed 9/11/2023			
5	Brothers Concrete 4000 Colfax Ave Des Moines, IA 50317 Jose@brothershomescorp.com	151-555-4530	City Website 9/17/2023			
6	Parking Lot Specialties LLC 3040 Gateway Drive Carlisle, IA 50047 jake@parkinglotspecialties.com	515-262-1155	City Website 9/18/2023			
7	Iowa Civil Contracting 1106 3rd St Victor, IA 52347 missyr@iowacivil.com	319-647-3561	City Website 9/19/2023			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	e-mailed 9/7/2023			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	e-mailed 9/7/2023			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Brenda Trogon PHONE (A/C, No, Ext): 515-237-0169 FAX (A/C, No): 515-237-0169 E-MAIL: Brenda.Trogon@assuredpartners.com ADDRESS: Brenda.Trogon@assuredpartners.com
INSURED Parking Lot Specialties LLC 3040 Gateway Drive Carlisle IA 50047	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company of South Carolina INSURER B : Selective Insurance Company of the Southeast INSURER C : INSURER D : INSURER E : INSURER F :
License# 1001000272 PARKLOT-01	NAIC # 19259 39926

COVERAGES

CERTIFICATE NUMBER: 2050816337

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S 2553341	4/15/2023	4/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 2553341	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		S 2553341	4/15/2023	4/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 9135900	4/15/2023	4/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Ottumwa
105 E Third Street
Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **3rd day of October, 2023**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Parking Lot Specialties, LLC of Carlisle, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"HMA, PCC Street Crack Repair Program 2023 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **November 15, 2023** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$46,800.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$300,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or

\$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By _____

Title _____ Mayor

ATTEST:

Title _____ City Clerk

Patrick Let Specialties
Contractor

By [Signature]

Title Manager

Address 3010 Gateway Drive

City, State, Zip Cocke, IA 50547

SECTION 00510

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number

100112070

PRINCIPAL (Legal Name and Business Address)

Parking Lot Specialties LLC
3040 Gateway Drive
Carlisle, IA 50047

STATE OF INCORPORATION

Iowa

SURETY (Legal Name and Business Address)

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

CONTRACT NO.

CONTRACT DATE

October 3, 2023

PENAL SUM OF BOND (Expressed in words and numerals)

Forty-Six Thousand Eight Hundred and 00/100 Dollars (\$46, 800.00)

KNOW ALL BY THESE PRESENTS:

That we, Parking Lot Specialties LLC, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and Merchants National Bonding, Inc., as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Forty-Six Thousand Eight Hundred and 00/100 Dollars (\$46,800.00) dollars (\$ 46,800.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 3rd day of October, 2023, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: HMA, PCC Street Crack Repair Program 2023 – Ottumwa, Iowa.

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

HMA, PCC Street Crack Repair Program 2023 – Ottumwa, Iowa.

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Project No. _____

Witness our hands, in triplicate, this 3rd day of October, 2023.

Surety Countersigned By:

PRINCIPAL:

Parking Lot Specialties LLC

Contractor

By: _____

Signature

Title

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Merchants National Bonding, Inc.

Surety Company

By: _____

Signature Attorney-in-Fact Officer

E A von Harz, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-244-0166

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022



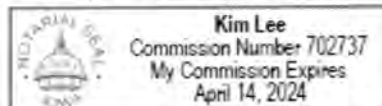
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of October, 2023.



William Warner Jr.
Secretary

revision

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 3, 2023

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #156-2023 - Approve updates to Personnel Policy

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

RECOMMENDATION: Pass and adopt resolution #156-2023

DISCUSSION: One change was made for this update

Article 10 - Benefits

Added two paragraphs referring to the new Telecommuting Policy and to refer to it for more information.

RESOLUTION NO. 156-2023

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current Benefits offered as part of the document and;

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of October 3, 2023.

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

PASSED, ADOPTED and APPROVED this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

Passed by resolution
JULY 19, 2020

Updated
September 2023

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ARTICLE 1. GENERAL PROVISIONS

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

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

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

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

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

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

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

Ottumwa citizens are our organization's most valuable assets. Every employee represents the City of Ottumwa to its citizens and the public as a whole. The way we do our jobs presents an

image of our entire organization. Citizens will judge all of us by how they are treated with each employee contact. Our first priority should be toward the citizens of our community. Nothing is more important than being courteous, friendly, helpful and prompt in the attention we give our community.

ARTICLE 2. EMPLOYMENT AT WILL

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

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

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

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

ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY

The Policy of the City of Ottumwa is to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, color, religion, creed, sex, age, veteran status, national origin, disability, sexual orientation, gender, citizenship status, familial status, political affiliation, genetic information or testing, gender identity or expression or any other legally protected status which may be protected by applicable federal or state law with respect to hiring, upgrading, transfers, recruitment advertising, recruitment, selection, placement, promotion, demotion, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. Other protected

groups include those who have been arrested but not convicted of a crime, individuals infected with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

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

For further information, please contact Human Resources.

ARTICLE 4. RECRUITING

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

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

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

Background Checks:

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

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

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

Use of Information Obtained in a Background Investigation:

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

Information will be reviewed to determine:

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

For additional information, please review our Background Check Policy.

Recalling or reinstating former employees

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

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

Recall from Layoff:

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

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

Reinstatement:

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

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

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

ARTICLE 5. CIVIL SERVICE

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

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

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

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

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

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

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

ARTICLE 6. RESIDENCY REQUIREMENTS

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

ARTICLE 7. NEPOTISM

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

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

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

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

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

ARTICLE 8. WAGES/JOB CLASSIFICATIONS

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

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

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

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

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

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

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

Employee Definitions

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

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

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

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

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

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

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

Overtime/Compensatory Time

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

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

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

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

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

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

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

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

ARTICLE 9. HOURS OF WORK

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

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

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

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

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

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

ARTICLE 10 - BENEFITS

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

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

HOLIDAYS:

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

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

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

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

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

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

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

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

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

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

VACATION:

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

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

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

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

Employees working 2080 hours annually

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

Employees working 2184 hours annually

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

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

Vacation requests shall be made in the following manner:

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

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

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

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

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

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

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

SICK:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employees shall at all times submit to examination by such medical examiner as may be designated by the city, when required by the appropriate department head or City Administrator. In cases of extended use of sick pay, the employee may be required to appear for a physical examination to determine whether FMLA or leave of absence is necessary.

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and

City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

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

INCENTIVE:

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

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

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

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

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

PARENTAL LEAVE:

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

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

Please review our Leave policy for more information.

FUNERAL LEAVE:

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

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

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

LONGEVITY PAY:

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

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

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

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

FLEX SPENDING PLAN & DEPENDENT CARE ASSISTANCE PROGRAM:

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

pay, but the employee will have access to a reimbursement account throughout the year to pay qualified expenses. This is on a calendar year basis.

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

See Human Resources for further information regarding this Plan.

RETIREMENT PLANS:

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

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

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

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

See Human Resources for further information.

HEALTH AND LIFE INSURANCE:

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical,

Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

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

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

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

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

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

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

TELECOMMUTING:

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

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

Please review the full Telecommuting Policy for further information.

ARTICLE 11. BENEFITS CONTINUATION - COBRA

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

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

ARTICLE 12. EMPLOYEE LEAVE POLICY

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

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

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

- For appearance in court, either as a member of the jury, or when required to appear as a witness in a criminal case. If the employee is required to appear as a witness in a civil case not involving the City or the employee is a Defendant in a criminal case, the employee will need to take accrued leave. When an employee appears in court pursuant to jury duty or as a result of a subpoena during regular working hours and receives full pay from the City, any jury or witness fees that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.
- For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose. All leave with pay except those related to sickness or injury must be applied for in advance.

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

ARTICLE 13. MILITARY LEAVE

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

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

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

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

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

ARTICLE 14. HARASSMENT POLICY

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

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

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

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

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual

- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

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

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

COMPLAINTS PROCEDURES:

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

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

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

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

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

ARTICLE 15. INTERNAL INVESTIGATIONS

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

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

ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

available should the employee change his/her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.

- g. All information pertaining to the employee's referral to the EAP and information provided by the EAP counselor to the supervisor should be accorded the same high standards of confidentiality as applied to other disciplinary procedures and personnel records.
- h. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.
- i. In all cases of formal supervisor requests, particularly those associated with job performance problems on the part of the employee), the EAP will provide follow up information to the supervisor. Only information related to the employee's cooperation with the EAP and ability to perform his/her duties will be released. This release of information may require written permission by the employee, under Federal or State law.

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

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

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

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

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

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

ARTICLE 17. ACCIDENT REVIEW

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

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

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

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

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

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

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

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

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

Procedures:

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

- c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
 - d. Avoidable/negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.
 - e. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
 - f. Negligence with intent – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.
3. Accident Causes
- a. Worker's Compensation accidents can usually be broken down generally into two causes:
 - i. an UNSAFE ACT - usually account for 85% of accidents
 - 1. Making safety devices inoperable
 - 2. Failure to use guards provided
 - 3. Using defective equipment
 - 4. Servicing equipment in motion
 - 5. Failure to use proper tools or equipment
 - 6. Operating machinery at unsafe speed
 - 7. Failure to use proper tools or equipment
 - 8. Operating without authority
 - 9. Lack of skill or knowledge
 - 10. Unsafe loading or placing
 - 11. Improper lifting, lowering or carrying
 - 12. Taking unsafe position
 - 13. Unnecessary haste
 - 14. Influence of abusive substances
 - 15. Physical limitation or mental attitude
 - 16. Unaware of hazard
 - 17. Unsafe act of another
 - ii. an UNSAFE CONDITION – usually account for 15% of accidents
 - 1. Inadequate guards of protection
 - 2. Defective tools or equipment
 - 3. Unsafe condition of machine
 - 4. Congested work area
 - 5. Poor housekeeping
 - 6. Unsafe floors, platforms, stairways
 - 7. Improper material storage
 - 8. Inadequate warning system
 - 9. Fire or explosion hazards

10. Hazardous substances
11. Inadequate ventilation
12. Excessive noise
13. Inadequate illumination
14. Hazardous atmosphere: gases, dust
15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

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

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

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

ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

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

Process

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

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

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

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

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

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

Restricted Duty Assignments

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

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

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

ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES

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

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see Article 18 for further information regarding Worker’s Compensation claims. Under the Iowa

Worker's Compensation law Chapter 85, the City is authorized to choose the medical care provided for employees who are injured on the job.

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

ARTICLE 20. FITNESS FOR DUTY

Fitness for Duty:

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

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

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

Procedures:

1. Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation, e.g., employee with the flu should stay home, and employees taking medications that advise against driving should not drive.
2. Employees at work or on-call must remain in a fit condition for the entire period.
3. Supervisors may refer employees for a fitness-for-duty evaluation as provided by these procedures.
4. Before a supervisor refers an employee for a fitness-for-duty evaluation, the Human Resources Manager must approve the evaluation unless the circumstances require immediate action. As an alternative to requiring an employee to submit to a fitness-for-duty evaluation, the supervisor may send the employee home with pay on an administrative leave pending a determination whether to require a fitness-for-duty evaluation.
5. Application of this policy is not intended as a substitute for other City policies or procedures related to performance. In addition, application of this policy is not a substitute for discipline. In any situation involving misconduct or violation of City policy, disciplinary action may be taken.
6. The City will pay the cost of fitness-for-duty evaluations and will pay the employee for time spent in the fitness-for-duty evaluation.
7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.

8. The City will make the final determination of an employee's fitness-for-duty status.
9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.
13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
15. Confidentiality/privacy
 - a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.
 - b. After an evaluation, information available to the employee's supervisor will be limited to:
 - i. Whether a person is fit to resume some or all of his or her job duties
 - ii. Whether a person is a direct threat to self or others
 - iii. Whether a person needs specific reasonable accommodations

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

Fitness-for-Duty Certification

Employee: _____

Department/Location: _____

Status: ___ Full time ___ Part time On leave since: _____

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

Signed: _____ Date: _____

(Information below to be completed by healthcare provider)

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

- ___ Full-time duties, no restrictions
- ___ Full-time duties, with the following restrictions (conditions and duration):
- ___ Part-time duties, no restrictions
- ___ Part-time duties, with the following restrictions (conditions and duration):

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

Name of healthcare provider: _____

Address: _____

Telephone: _____

Type of practice/ specialty: _____

Signed: _____ Date: _____

ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS

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

1. Official personnel files shall be kept at City Hall in the Human Resource office. As the City transitions to an electronic HRIS (UKG), these files may also be held within the system but maintained by Human Resources. The HRIS meets the requirements as established in sections 107 and 209 of the Employee Retirement Income Security Act of 1974, as amended (ERISA) pertaining to maintenance of records.
 - a. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any

- special training, class or degree program; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review.
- b. All medical information will be kept in a separate Medical file. This will include leave of absence requests, doctor's notes and results of medical exams required by the City.
 - c. All Confidential information will be kept in a separate confidential file. This will include background checks, employment / payroll verification.
 2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
 - a. If there are files that are electronic, the employee will be permitted to view those items through the current HRIS.
 3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
 4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
 5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.
 6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

ARTICLE 22. PERFORMANCE EVALUATIONS

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

1. The job performance of each employee will be evaluated by his\her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.
3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he\she has discussed it with his\her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

ARTICLE 23. ACCESS TO CITY ADMINISTRATOR

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

ARTICLE 24. CYBERSECURITY

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

to encourage the responsible and prudent use of this resource.

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

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

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII) Information Requirements Applicable to all Federal Awards (PII)
- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE

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

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

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

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State’s Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.
- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.
- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.
- Embezzlement – theft or misappropriation of funds, equipment or property placed in one’s trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.
- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.

- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.
- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.
- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver's license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.
- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.

- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

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

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

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

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
2. Pay – during the suspension the employee will receive no pay.
3. Return To Work – return to work after the suspension is at the sole discretion of the City.

Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

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

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

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

ARTICLE 26. GRIEVANCE PROCEDURE

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. Should an employee claim a grievance, it shall be processed in the following manner:

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

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

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

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

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

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

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

ARTICLE 27 – EMPLOYEE PRIVACY

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

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

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

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

ARTICLE 28 – VIOLENCE IN THE WORKPLACE

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

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

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

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

ARTICLE 29 – DRESS CODE

CITY HALL EMPLOYEES:

Business Attire Policy: Business Casual Dress Code:

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

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

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

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

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

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

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

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

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

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

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

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

Business Attire Policy: Casual Dress Code:

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

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

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

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

Council Meetings:

Business Attire Policy: Formal Dress Code:

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

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

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

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

OTHER NON-CITY HALL CITY EMPLOYEES:

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

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

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

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

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

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

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

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

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

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

appropriate attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

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

ARTICLE 30 – CONFLICTS OF INTEREST

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

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

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

ARTICLE 31 – SMOKING

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

ARTICLE 32 – SUBSTANCE ABUSE POLICY

GENERAL POLICY:

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

The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

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

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

SCOPE:

All employees.

TESTING:

Pre-Employment Testing:

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

Federally Required:

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

Reasonable Suspicion:

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

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

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

Post Accident:

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

GENERAL PROVISIONS:

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

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

Cocaine metabolite

Opiates (Includes heroin)

Phencyclidine (PCP)

Marijuana (THC) metabolite

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

Time for Testing:

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

Test Procedures:

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

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

9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

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

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

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

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

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

Prohibited Conduct:

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

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to*

and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.

Departmental Policies:

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

Off-Duty Loss of Driving Privileges:

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

ARTICLE 33. TRAVEL

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

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.
2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
 - a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
 - b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.

- c. Taxicab/Uber type fares will be reimbursed as appropriate.
 - d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.
3. The City will reimburse for meal expenses as follows:
- a. The meal allowance shall be up to \$8.00 for breakfast, \$12.00 for lunch and \$22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.
4. Also included as reimbursable costs are those incurred for registration and lodging.
- a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
 - b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
 - c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.
 - d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than \$50 will not be made.
 - e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.
5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.

ARTICLE 34. SEPARATION FROM CITY SERVICE

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

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

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

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****Council Meeting of: October 3, 2023Phillip Burgmeier

Prepared By

Engineering Department

Department

Phil Burgmeier

Department Head

Pp Rt
City Administrator Approval

AGENDA TITLE: Resolution #157-2023. Approving the Second Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates for the City Hall Improvements Project.

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

RECOMMENDATION: Pass and adopt Resolution 157-2023.

DISCUSSION: The City of Ottumwa entered into a Design Contract with Willett Hofmann & Associates on October 5, 2021 and an Amended Professional Services Agreement on May 15, 2023.

The Second Amendment to Professional Services Agreement will cover the construction phase of this project. It provides for site visits by the Architect and Mechanical Engineer, shop drawing reviews, and makes them available for virtual consultations and to answer RFI's.

The scope of services for this phase of the project will be as follows:

\$31,000	Willett Hofmann & Associates – Architectural
\$8,500	West Plains Engineering - MEP
\$39,500	Total 2 nd Amendment

The City would be responsible for asbestos removal by separate contract along with demo work to allow full bidding and viewing.

Base contract	\$275,750
Amendment	\$22,000
2 nd Amendment	\$39,500
New contract sum	\$337,250

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #157-2023

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE DESIGN
CONTRACT BETWEEN THE CITY OF OTTUMWA AND WILLETT HOFMANN &
ASSOCIATES FOR THE CITY HALL IMPROVEMENTS PROJECT

WHEREAS, An Agreement for Professional Services was entered into on October 5, 2021 between the City of Ottumwa and Willett Hofmann & Associates and an Amendment to Professional Services Agreement on May 16, 2023; and

WHEREAS, The Second Amendment to Professional Services Agreement will cover the construction phase of this project and will be needed to add additional professional services due to an extended timeline, additional site visits and more complicated design and detailing.

WHEREAS, The total proposed fees for the Second Amendment for professional services is \$39,500.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Second Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates is hereby approved and the Mayor is authorized to sign the Amendment.

APPROVED, PASSED, AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



Acquired by Willett, Hofmann & Associates

September 15, 2023

Phillip Burgmeier
City Engineer
105 3rd St E
Ottumwa, IA 52501

RE: Proposal for City Hall Remodeling – Additional fees

Dear Phillip:

As the City Hall remodeling project moves into the construction phase, our (Willett Hofmann & Associates & West Plains Engineers) original contract fee amount is close to being used up. A few of the reasons for this are as follows: 1) The project timeline has extended longer than anticipated. 2) Additional site visits were made during design. 3) The project design and detailing ended up being more complicated than anticipated. To perform the duties required for the construction phase of the project, we are asking for some additional fee. Below is a description of what these additional fees will cover.

SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc, (WHA) & West Plains Engineers (WPE) propose to provide Professional design services. The scope of services is listed below –

Construction Administration

1. Architectural
 - a. On site Pre-Construction Meeting
 - b. On site Field Visits (15)
 - c. Virtual Field Visits (15)
 - d. Shop Drawings & RFI's
 - e. On site Punch Walk
2. Mechanical, Electrical, Plumbing (MEP)
 - a. On site Field Visits
 - i. Mechanical (7)
 - ii. Electrical (3)
 - b. Virtual Field Visits (10)
 - c. Shop Drawings & RFI's
 - d. On Site Punch Walk

SERVICES NOT INCLUDED

1. Geotechnical site investigation including soil borings and geotechnical report.
2. Hazardous material evaluation and abatement
3. Civil Design
4. Details regarding construction means and methods.

FEE FOR PROFESSIONAL SERVICES:

WHA proposes to provide the Scope of Services for this Project for a fee itemized as follows:

\$31,000	WHA – Architectural
\$ 8,500	WPE – MEP
\$39,500	TOTAL

TERMS & CONDITIONS:

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

PROPOSAL ACCEPTED:

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By _____

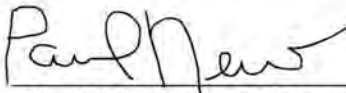
Name/Title _____

Date _____

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By  _____
Paul E Newman, AIA, PE, LEED AP
Architect



TERMS AND CONDITIONS – CITY OF OTTUMWA

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS – CITY OF OTTUMWA

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.


CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 3, 2023

Engineering Department
Department

Phillip Burgmeier
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #158-2023. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the Lake Road Culverts Project.

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

RECOMMENDATION: Pass and adopt Resolution #158-2023.

DISCUSSION: This projects consisted of removing 3 culverts (a 75 LF 48" CMP, a 75 LF 30" CMP, and a 105 LF 30" CMP); Installing 3 culverts (a 72 LF 54" CMP, a 75 LF 30" CMP, and a 110 LF 30" CMP, including apron sections); place revetment stone; and patch the road.

The culverts are being completed ahead of the Lake Road Reconstruction Project. They were let separately to give the backfill time to settle, and because this work typically performed by subcontractors.

Change Order #1 decreases the contract sum by \$2,214.40 for the reduction of quantity adjustments.

Rock-N-Load of Decorah, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

\$114,575.00	Original Contract Amount
\$ (2,214.40)	Change Order #1
\$112,360.60	New Contract Amount
\$ 99,603.22	Less Previous Payments
\$ 12,757.38	Final Amount Due

Estimated Cost: \$131,995.00.

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #158-2023

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE LAKE ROAD CULVERTS PROJECT

WHEREAS, The City Council of the City of Ottumwa, awarded a contract on February 7, 2023 to Rock-N-Load of Decorah, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$2,214.40. The total new contract sum is \$112,360.60. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Lake Road Culverts Project is hereby accepted as complete and authorization to make final payment to Rock-N-Load of Decorah, Iowa in the amount of \$12,757.38 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: Lake Road Culverts

To Contractor: Rock-N-Load

Change Order Number: 1

The Contract is changed as follows:
Adjustment of Qty. (See tab sheet)

	26-Sep-23
	<u>-\$2,214.40</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:	<u>(\$2,214.40)</u>

Base bid amount \$114,575.00

NEW PROJECT TOTAL \$112,360.60

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$114,575.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$114,575.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$2,214.40)</u>
The new Contract Sum including this change order	<u>\$112,360.60</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

DATE

Rock-N-Load
CONTRACTOR

BY 

9-27-23

DATE

PM
TITLE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Lake Road Culverts

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Rock-N-Load

PAY PERIOD: 26-Sep-23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$114,575.00
2. Net change by Change Orders	(\$2,214.40)
3. Contract Sum to Date (Line 1± Line 2)	\$112,360.60
4. Total Completed and Stored to Date	\$112,360.60
5. Retainage: 0 % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$112,360.60
7. Less Previous Payments	\$99,603.22
8. Current Payment Due	\$12,757.38

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

CONTRACTOR: Rock N. Load

DATE: 9-27-23

BY: [Signature]

TITLE: PM

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$12,757.38

DATE: _____

ENGINEER/DIRECTOR OF PUBLIC WORKS

Lake Road Culverts									
2									
9/26/2023									
ITEM	DESCRIPTION	Rock-N-Load			AS BUILT		QUANTITY	% OF	
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$0.00	100.00%
2	REMOVAL OF EXISTING 48" CMP PIPE CULVERT	LF	72	\$25.00	\$1,800.00	72	\$1,800.00	\$0.00	100.00%
3	REMOVAL OF EXISTING 30" CMP PIPE CULVERT	LF	180	\$25.00	\$4,500.00	180	\$4,500.00	\$0.00	100.00%
4	TRENCH COMPACTION TESTING	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$0.00	100.00%
5	PIPE CULVERT-54" CMP, 12 GA., ALUMINIZED	LF	65	\$300.00	\$19,500.00	65	\$19,500.00	\$0.00	100.00%
6	PIPE CULVERT-30" CMP, 14 GA., ALUMINIZED	LF	175	\$155.00	\$27,125.00	175	\$27,125.00	\$0.00	100.00%
7	PIPE APRON-54" CMP	EA	1	\$2,200.00	\$2,200.00	1	\$2,200.00	\$0.00	100.00%
8	PIPE APRON-30" CMP	EA	2	\$800.00	\$1,600.00	2	\$1,600.00	\$0.00	100.00%
9	FOOTING FOR 54" PIPE APRON	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	100.00%
10	PCC PAVEMENT	SY	250	\$90.00	\$22,500.00	240	\$21,600.00	(\$900.00)	96.00%
11	PAVEMENT REMOVAL	SY	250	\$10.00	\$2,500.00	240	\$2,400.00	(\$100.00)	96.00%
12	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	100.00%
13	SEEDING, FERTILIZING, AND MULCHING	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$0.00	100.00%
14	RIP RAP-CLASS D	TN	110	\$50.00	\$5,500.00	119.41	\$5,970.50	\$470.50	108.56%
15	MACADAM STONE	TN	30	\$50.00	\$1,500.00	30.27	\$1,513.50	\$13.50	100.90%
16	GRANULAR SUBBASE	TN	35	\$40.00	\$1,400.00	22.54	\$901.60	(\$498.40)	64.40%
17	EROSION CONTROL, SILT FENCE, INSTALLATION	LF	300	\$3.00	\$900.00	0	\$0.00	(\$900.00)	0.00%
18	EROSION CONTROL, SILT FENCE, REMOVAL	LF	300	\$1.00	\$300.00	0	\$0.00	(\$300.00)	0.00%
19	FENCING	LS	1	\$750.00	\$750.00	1	\$750.00	\$0.00	100.00%
20	MOBILIZATION	LS	1	\$9,500.00	\$9,500.00	1	\$9,500.00	\$0.00	100.00%
TOTAL					\$114,575.00				
ASBUILT TOTAL						\$112,360.60			
							(\$2,214.40)		

CITY OF OTTUMWA
Staff Summary



**** ACTION ITEM ****

Council Meeting of : Oct 3, 2023

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #159-2023 - Approve changes to Compensation Handbook

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #159-2023

DISCUSSION: Please see attached

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

Changes made:

- 1) Change "Water Superintendent" to "WPCF Superintendent". This better identifies the proper job title.
- 2) Change Accountant position from a grade 7 to a grade 10 based on information attached.
- 3) Change the Maintenance Electrician position from a grade 6 to a grade 8 based on information attached. *
- 4) Change the Senior Electrician position from a grade 7 to a grade 9 based on information attached. *
- 5) Change the Mechanic position from a grade 5 to a grade 6 based on information attached. *
- 6) Change Garage Supervisor from a grade 7 to a grade 8 based on information attached.
- 7) Changed the title of what was the Airport Line Technician to the Airport Facilities Technician.

*These positions are covered under a collective bargaining agreement. The salary would not be changed in FY24. We would need to negotiate that information during contract negotiation.

Other information attached:

HR received a request to review the Accounting Specialist role and where they are at on the wage structure. After review, the recommendation would be to keep the position assigned to a grade 4.

Part of the review of the Mechanic position required review of the Equipment Operator position as well. After review, the recommendation would be to keep the position assigned to a grade 5.

RESOLUTION NO. 159-2023

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

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

WHEREAS, staff for the City of Ottumwa received requests to review specific positions to ensure the correct placement on the framework the current structure

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of October 3, 2023.

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

PASSED, ADOPTED and APPROVED this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

PURPOSE OF THE COMPENSATION HANDBOOK

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

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

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

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

ELIGIBILITY

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

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

PURPOSE

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

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

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

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

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

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

Comparator/Peer Organizations

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

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

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

Pay Structure and Progression

The City will develop its pay structure using the 75th percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure and as prescribed by the City's Salary Administration Guidelines.

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

Total Compensation

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

PURPOSE

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

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

Classification & Compensation System Goals

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

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

The Classification and Compensation Program consists of three systems:

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

Each of these systems is described below.

Classification System

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

Definition of Terms in this Section

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

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

Classification Structure

New Positions

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

Requests for Reclassification

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

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

A job analysis will be performed if:

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

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

Job Evaluation System

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

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

Compensation System

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

Annual Increases and Salary Structure Adjustments

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

Note on Salary Structure Adjustments and Employee Increase Amount:

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

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

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

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

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

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

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

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

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

Promotional Increases

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

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

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

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

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

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

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

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

Discretionary Increases/Incentives

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

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

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

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

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

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

Leaves of Absence

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

Voluntary Reassignment

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

Involuntary Reassignment (Demotion)

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

Involuntary Transfer to a Lower Grade

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

Lateral Transfer

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

Reclassification/Regrade

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OTTUMWA
Position Description Questionnaire (PDQ)

I. BACKGROUND

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

Employee Name

Date Form Completed

Official Job Title

Department

Work Phone (if
applicable

☐ Less than 1 year

☐ 1-3 years

☐ 3-5 years

☐ 5-10 years

☐ 10+ years

Time in Current Position

E-mail

Immediate Supervisor

Immediate Supervisor Reports To

Name

Name

Title

Title

II. POSITION INFORMATION

1. POSITION SUMMARY

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

Example: Computer Support Technician

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

2. SUPERVISION AND ORGANIZATIONAL RELATIONSHIPS

a. Supervisory and Lead Worker/Working Supervisor Responsibilities

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

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

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

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

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

3. ESSENTIAL RESPONSIBILITIES

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

DO	<p>List responsibilities that make up at least 5% of your time.</p> <p>Use descriptive action verbs such as – prepares, calculates, operates, etc. to start each statement.</p> <p>Provide enough detail so that someone outside of the organization and not directly familiar with your job will have a clear understanding of what it is that you do.</p> <p>Follow the format of what, how and why – “I do this, by doing this, in order to...”</p> <p>Indicate how often you perform each duty in the “Frequency” column.</p> <p>Estimate how much of your time is spent on each task in the “Percent of Time” column. The total cannot exceed 100%. <i>Example: Sally conducts property value estimates 20% of the time, it may mean she spends one day out of five on that task, or that she spends around two hours each day. These need only be estimates so do not spend a great deal of time trying to come up with an exact percentage. The percentages of your essential duties should not exceed 100%, but should account for at least 80% of your time.</i></p>
DON'T	<p>Copy and paste language from your current job specification unless it is accurate and reflects current duties and responsibilities.</p> <p>List specific tasks (e.g., complete weekly project status report).</p> <p>Use phrases such as “assists with” or “participates in.” If you must use these phrases, provide specific details of what you assist with.</p> <p>Use acronyms.</p> <p>Spend a great deal of time trying to come up with an exact percentage in the “Percent of Time” column.</p>
Example	<p><u>DON'T</u> WRITE “Prepares quality assurance reports”</p> <p><u>DO</u> WRITE “Prepares quality assurance reports by summarizing client error reports in order to add to the knowledge- base and identify broader solutions 20% of the time”. This may mean the employee spends one day out of five on that task OR spends around two hours each day.</p>

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

4. REQUIRED KNOWLEDGE AND SKILLS

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

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

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

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

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

Knowledge and Skills

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

III. EDUCATION, EXPERIENCE, AND EQUIPMENT

1. EDUCATION

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

Position Requires

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

2. EXPERIENCE

Example:

Type of Experience: Professional-level engineer experience

Minimum Time Required: 2 years

Identify the minimum type and years of experience required for entry into your job?	
Type of Experience	Minimum Time Required
	years
	years

	years
--	-------

3. SPECIAL REQUIREMENTS

List any registrations, certifications or licenses that are required for entry into your position. Do not use acronyms.

If no certifications or licenses are required, just leave this section blank. Registration, Certification, or Licenses:

Example:

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

Example:

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

4. MACHINES, TOOLS AND EQUIPMENT

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

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

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

IV. DECISION MAKING AND JUDGMENTS

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

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

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

1.

2.

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

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

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

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

Coordinator provides instruction regarding procurement/purchasing processes)

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

V. PHYSICAL REQUIREMENTS

1. PHYSICAL FACTORS

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

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

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

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

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

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

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

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

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

2. WORKING CONDITIONS

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

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

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

☐ **Does Not Apply**

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

VI. ADDITIONAL COMMENTS

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

VII. EMPLOYEE, SUPERVISOR, AND DEPARTMENT DIRECTORS SIGNATURES

EMPLOYEE CERTIFICATION

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

Employee Signature:

Date:

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

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

Question No.	Comments
--------------	----------

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

SUPERVISOR AND DEPARTMENT DIRECTOR SIGNATURES

Please check the appropriate statement:

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

Supervisor Signature: _____

Date: _____

Department Director Signature: _____

Date: _____

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

Employee Signature: _____

Date: _____

Position Name:	
Department:	
Name of person Requesting analysis	

Reason for request (*please check one*)

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

Signature

Date

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

Reviewed by:	
Date completed:	
Action taken:	

Signature

Date

Employee Name _____

Department _____ Current Position _____

Type of certification (please check one)

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

Name of Certification received _____

Description of how certification obtained is pertinent to the current position

This certificate is used _____ times a _____

(daily/weekly/monthly/annually)

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

Employee Signature

Date

Department Head Signature

Date

HR Director Signature

Date

City Administrator Signature

Date

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

Date: 08/18/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for Accounting Specialist

In July 2023, one of our Accounting Specialists asked HR to review their proposed grade assignment for their salary. It was felt that their pay was too low for the responsibilities they have.

Comparable City Data

Below is the City comparable data from a compensation study that was completed by Marshalltown. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3

Community	Title	Minimum	Maximum	Overall Cost of Living Index
Bettendorf	Accounts Payable Clerk	\$46,994	\$67,724	88.5
Burlington	Accounting Clerk	\$44,970	\$49,691	68.7
Fort Dodge	Account Clerk	\$39,120	\$49,592	70.1
Mason City	Intermediate Accounting Clerk	\$41,912	\$53,872	70
Marshalltown	Accounting Clerk	\$42,009	\$51,459	72.9
Muscatine	Account Clerk	\$42,145	\$57,740	75.1
Wauke	Accounting Clerk	\$49,171	\$64,688	95.8
Average		\$43,760	\$56,395	

Private Industry does not have a lot of job openings for Accounting Clerks or Accounting Specialists. When searching Indeed or Glassdoor, many estimated salaries are around \$40,000. The few that I was able to find are:

- Service Legends – Des Moines, Iowa – Part Time Accounting Clerk - \$18-\$23 per hour
- LCS – Des Moines, Iowa – Accounting Assistant - \$40k - \$48k a year
- State of Iowa – Des Moines, Iowa – Accounting Technician 3 - \$44,533 - \$65,998 a year.

Gallagher Study

With the Gallagher study, it was recommended to change the job titles to Accounting Specialist. This will allow for greater search results when comparing salaries. Gallagher recommended the Accounting Specialist to be assigned to a grade 4. This is a salary range of \$44,033 - \$57,241.60 (\$21.17 - \$27.52 hourly).

- Keep in mind that step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

The Accounting Specialist position was not identified as a benchmark position so individual data was not obtained for this position.

Other Comparable Data

Department of Labor for wages in May 2022 for Accounting Clerks

Occupational Employment and Wage Statistics

OEWS Home	OEWS Publications +	OEWS Data +	OEWS Methods
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Occupational Employment and Wages, May 2022

43-3031 Bookkeeping, Accounting, and Auditing Clerks

Compute, classify, and record numerical data to keep financial records complete. Perform any combination of the following duties: obtain primary financial data for use in maintaining accounting records. May also check the accuracy of transactions recorded by other workers. Excludes "Payroll and Timekeeping Clerks" (43-3051).

[National estimates for Bookkeeping, Accounting, and Auditing Clerks](#)

[Industry profile for Bookkeeping, Accounting, and Auditing Clerks](#)

[Geographic profile for Bookkeeping, Accounting, and Auditing Clerks](#)

National estimates for Bookkeeping, Accounting, and Auditing Clerks:

Employment estimate and mean wage estimates for Bookkeeping, Accounting, and Auditing Clerks:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
1,550,750	0.7 %	\$ 22.81	\$ 47,440	0.2 %

Percentile wage estimates for Bookkeeping, Accounting, and Auditing Clerks:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$ 14.64	\$ 17.87	\$ 22.05	\$ 26.59	\$ 31.51
Annual Wage (2)	\$ 30,460	\$ 37,180	\$ 45,860	\$ 55,310	\$ 65,540

Digging down further into the local government industry, it shows the Accounting Clerks mean wage is \$48,790 as a national average.

Industry profile for Bookkeeping, Accounting, and Auditing Clerks:

Industries with the highest published employment and wages for Bookkeeping, Accounting, and Auditing Clerks are provided. For a list of all industries with employment in Bookkeeping, Accounting, and Auditing Clerks, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in Bookkeeping, Accounting, and Auditing Clerks:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	100,000	9.49	\$ 22.45	\$ 46,690
Management of Companies and Enterprises	80,700	3.01	\$ 23.54	\$ 48,960
Local Government, excluding schools and hospitals (OEWS Designation)	62,450	1.16	\$ 23.46	\$ 48,790
Real Estate	51,300	2.88	\$ 23.30	\$ 48,470
Building Equipment Contractors	40,890	1.74	\$ 23.58	\$ 49,050

Information from Salary.com – average of \$43,090 in Des Moines.



ZipRecruiter – average of \$49,920.



Robert Half – Des Moines, Iowa salaries

 Salary for Accounts Receivable Clerk (0-2 Years' Experience) in Des Moines, IA

\$41,000 - \$50,250



POSITION TITLE	25TH PERCENTILE	50TH PERCENTILE	75TH PERCENTILE
Accounts Payable Manager	\$65,250	\$75,000	\$90,500
Accounts Receivable Manager	\$65,000	\$72,500	\$90,000
Accounts Payable Specialist	\$45,250	\$50,500	\$55,250
Accounts Receivable Specialist	\$45,250	\$50,500	\$55,000
Accounts Payable Clerk (0-2 Years)	\$40,250	\$45,000	\$50,250
Billing Manager/Supervisor	\$48,500	\$60,000	\$75,750
Billing Coordinator/Specialist	\$34,500	\$39,250	\$49,000

Recommendation

The average starting salary for comparable cities is \$43,760. The Department of Labor shows an average across the nation of \$48,790. Once factoring in Ottumwa's cost of living index, our starting wages seem to be right in line. Based on this data, I would recommend leaving the Accounting Specialist as a Grade 4. There is not enough current comparable data to justify putting it at a higher pay grade.

Date: 08/18/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for Accountant

The City has been without a City Accountant since 05/27/2022. Once we had a Finance Director in place and had a better idea of the needs of the department, we posted the position on 05/08/2023. We have left the position open and posted since that time. We have had a total of 19 applicants for the position. As applications have come in, we have reviewed resumes and interviewed those that were qualified for the position. After four months of the position being posted and interviewing, we have received feedback that we believe warrants an increase in the grade.

Current Salary

The current salary for this position is assigned to a grade 7. This is a salary range of \$58,614.40 – \$76,190.40.

- Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

Comparable City Data

Below is the City comparable data from a compensation study that was completed by Marshalltown.

Community	Title	Minimum	Maximum	Overall Cost of Living Index
Bettendorf	Manager of Accounting	\$80,547	\$129,003	88.5
Burlington	Accounting Manager / City Treasurer	\$70,167	\$91,212	68.7
Fort Dodge	Assistant Finance Director	\$78,980	\$100,810	70.1
Mason City	Assistant Finance Director	\$75,483	\$97,053	70
Marshalltown	Accounting Manager	\$67,267	\$82,202	72.9
Muscatine	Accounting Supervisor	\$73,676	\$100,936	75.1
Waukeese	Accounting Manager	\$79,991	\$98,367	95.8
Average		\$75,159	\$99,940	

Reviewing this compared to the data that we received with our Gallagher study, it's noted that a couple cities increased their salary between our study and theirs.

Gallagher Study

Reviewing the information in the Gallagher study, we should have taken some comparable data out of the report.

Job Title	Survey Report Title	Survey Job Title	Market Base Salary 50 th (Median)	Market Base Salary 75 th
Accountant	ERI	Accounting Administrator	\$71,219	\$77,510
Accountant	ERI	Accountant General Ledger	\$45,074	\$48,191
Accountant	ERI	Accountant Certified Public	\$64,833	\$71,356
Accountant	ERI	Accountant	\$56,214	\$61,706
Accountant	CompData Benchmark Pro - Midwest - April, 2022	Accountant II (Senior)	\$73,423	\$83,138
Accountant	CompData Benchmark Pro - Midwest - April, 2022	Accountant II (Senior)	\$72,809	\$82,013
Accountant	CompData Benchmark Pro - National - April, 2022	Accountant II (Senior)	\$74,957	\$84,569
Accountant	CompData Benchmark Pro - National - April, 2022	Accountant II (Senior)	\$71,684	\$81,910
Accountant	CompData Not-For-Profit - July, 2022	Accountant II (Senior)	\$57,253	\$66,795
Accountant	Mercer Metro Benchmark - National All Data, 2022	Accounting - Experienced Professional (P2)	\$71,582	\$80,274
Average			\$65,905	\$73,746
Grey = Based on the low salary information, this seems to be an outlier. This should not be calculated for the average.				
Adjusted Average			\$71,501	\$80,110

Other Comparable Data

The Bureau of Labor Statistics identifies the mean average wage across the US for Accountants at \$86,740.

Occupational Employment and Wages, May 2022

13-2011 Accountants and Auditors

Examine, analyze, and interpret accounting records to prepare financial statements, give advice, or audit and evaluate statements prepared by others. Install or advise on systems of recording costs or other financial and budgetary data. Excludes "Tax Examiners and Collectors, and Revenue Agents" (13-2081).

[National estimates for Accountants and Auditors](#)

[Industry profile for Accountants and Auditors](#)

[Geographic profile for Accountants and Auditors](#)

National estimates for Accountants and Auditors:

Employment estimate and mean wage estimates for Accountants and Auditors:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
1,402,420	0.5 %	\$ 41.70	\$ 86,740	0.4 %

Percentile wage estimates for Accountants and Auditors:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$ 23.35	\$ 29.29	\$ 37.50	\$ 48.63	\$ 63.79
Annual Wage (2)	\$ 48,560	\$ 60,920	\$ 78,000	\$ 101,150	\$ 132,690

Digging down further, the mean wage in local government for Accountants is \$75,870.

Industry profile for Accountants and Auditors:

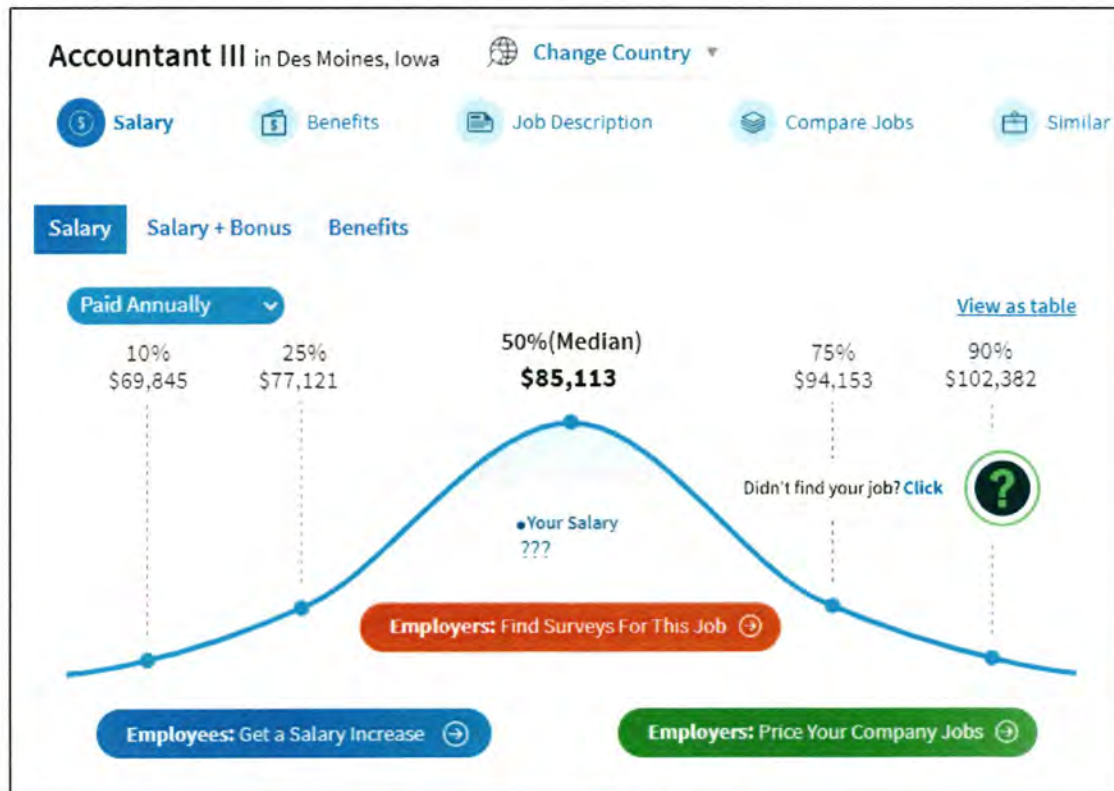
Industries with the highest published employment and wages for Accountants and Auditors are provided. For a list of all industries with employment in Accountants and Auditors, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in Accountants and Auditors:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	339,290	32.19	\$ 43.82	\$ 91,140
Management of Companies and Enterprises	105,620	3.94	\$ 42.20	\$ 87,780
Local Government, excluding schools and hospitals (OEWS Designation)	47,230	0.88	\$ 36.47	\$ 75,870
Real Estate	46,180	2.60	\$ 39.52	\$ 82,210
Management, Scientific, and Technical Consulting Services	43,060	2.45	\$ 43.26	\$ 89,980

We have been told that a local accounting firm hires Accountants right out of college with a degree an annual salary of \$80,000 per year.

Information from Salary.com – We chose an Accountant III as comparable. This is considered a Senior Accountant. This shows a median salary of \$85,113 in Des Moines, Iowa.



Robert Half Salary Guide – Des Moines, Iowa

POSITION TITLE	25TH PERCENTILE	50TH PERCENTILE	75TH PERCENTILE
Accountant, 5+ Years	\$73,750	\$91,750	\$105,750
Accountant, 1-3 Years	\$55,750	\$69,500	\$79,250
Product Controller, Manager	\$80,000	\$99,250	\$115,000
Product Controller, 3-5 Years	\$59,500	\$92,500	\$103,250
Product Controller, 1-3 Years	\$51,750	\$73,500	\$88,000
Financial Analyst – Financial Services	\$68,000	\$88,250	\$95,000

Recommendation

Taking all the local variables into account, the average starting salary for an accountant is \$82,117.

	Minimum	Maximum	Average
Comparable Cities	\$75,159	\$99,940	\$87,550
Gallagher Data	\$71,501	\$80,110	\$75,806
Salary.com			\$85,113
Local Business			\$80,000
Average with GEO data			\$82,117
BLS			\$86,740
BLS - Local Government			\$75,870
Average of all			\$81,846

Based on this data, I would recommend adjusting the Accountant to a grade 10. This would put the range at \$78,000 - \$101,400.

Financial Impact

We have a salary of \$69,222 budgeted for the Accountant. If we moved the position to a grade 10, the position would start at \$78,000. This is a difference of \$8,778.

Position	Additional Salary	IPERS	FICA	MEDI	Life Insurance	Workers Comp		Total
		9.44%	6.20%	1.45%	\$0.285	Rate	Amount	
Accountant	\$8,778	\$828.64	\$544.24	\$127.28	\$2.57	0.19%	\$16.68	\$10,297.40*

**Annual Total*

These additional funds would come from the General Fund (001).

Date: 09/20/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for City Electricians

In July 2024, both City Electricians requested HR to review their proposed grade assignment for their salary. After conversations with other Cities, they felt that their pay wasn't in line with where it should be.

Current Salary

The current collective bargaining agreement has their salaries as follows:

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

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

Master Electrician - \$28.50 - \$32.69 (\$59,280 - \$67,995.20)

Maintenance Electrician (Journeyman) - \$24.43 - \$28.04 (\$50,814.40 - \$58,323.20)

With the Gallagher study, the following was recommended for these job titles:

- Maintenance Electrician – Grade 6 - \$53,289 - \$69,264 with a midpoint of \$61,276
- Master Electrician – Grade 7 - \$58,614 - \$76,190 with a midpoint of \$67,392

Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

City Comparable

Below is the City comparable data from a compensation study that was completed by Marshalltown. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3

City	Title	Minimum	Maximum	Overall Cost of Living Index
Mason City	Electrician – Journeyman	\$62,400	\$66,560	70
Marshalltown	Maintenance / Electrician - Journeyman	\$59,113	\$71,032	72.9
Muscatine	Does not have			
Bettendorf	City Electrician - Journeyman	\$61,273	\$89,610	88.5
Burlington	WWTF Electrician	\$55,203	\$61,795	68.7
Fort Dodge	City Electrician - Master	\$70,428	\$97,073	70.1
Altoona	Maintenance Electrician	\$78,790.40	\$102,835.20	89.7
Clinton	Does not have			
Dubuque	Maintenance Electrician	\$45,406.40	\$51,355.20	82
Average		\$61,802	\$77,180	
Average Removing the Master Electrician		\$60,364	\$73,865	

**Fort Dodge just changed their salary after the compensation study was completed.*

Private Industry in our geographic area in Iowa advertise electricians at \$30-\$40 per hour (\$62,400 - \$83,200). In Davenport, John Deere is paying electricians \$32-\$47 per hour (\$66,560 - \$97,760).

Gallagher Study

The Gallagher study provided one published data source.

Job Title	Survey Report Title	Survey Job Title	Market Base Salary 50th (Median)	Market Base Salary 75th
Maintenance Electrician	ERI	Maintenance Electrician	\$47,445	\$51,602

Other Comparable Data

Department of Labor for wages in May 2022 for electricians – Based on the qualifications, we are assuming that these wages are for Maintenance Electricians (Journeyman).

Occupational Employment and Wage Statistics

Search Occupational Em [Go](#)

OEWS Home	OEWS Publications	OEWS Data	OEWS Methods	About OEWS	Contact OEWS
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Occupational Employment and Wages, May 2022

47-2111 Electricians

Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. Excludes "Security and Fire Alarm Systems Installers" (49-2098).

[National estimates for Electricians](#)
[Industry profile for Electricians](#)
[Geographic profile for Electricians](#)

National estimates for Electricians:

Employment estimate and mean wage estimates for Electricians:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
690,050	0.7 %	\$ 31.39	\$ 65,280	0.4 %

Percentile wage estimates for Electricians:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$ 18.00	\$ 22.69	\$ 28.96	\$ 37.60	\$ 49.18
Annual Wage (2)	\$ 37,440	\$ 47,200	\$ 60,240	\$ 78,210	\$ 102,300

Digging down further into the local government industry, it shows that electricians mean wage is \$77,100 as a national average.

Industry profile for Electricians:

Industries with the highest published employment and wages for Electricians are provided. For a list of all industries with employment in Electricians, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in Electricians:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Building Equipment Contractors	502,930	21.45	\$ 31.16	\$ 64,800
Employment Services	27,420	0.70	\$ 25.41	\$ 52,850
Local Government, excluding schools and hospitals (OEWS Designation)	14,530	0.27	\$ 37.07	\$ 77,100
Nonresidential Building Construction	13,840	1.70	\$ 31.81	\$ 66,160
Utility System Construction	9,200	1.65	\$ 32.18	\$ 66,930

ZipRecruiter – Average of \$68,640 in Iowa

Journeyman Electrician Salary in Iowa

Yearly Monthly Weekly **Hourly** Table View



Journeyman Electrician Salary in Iowa Comparison by Location

Nationwide
United States

\$33

Iowa
United States

\$33

Salary.com – Average salary of \$65,600 in Des Moines, Iowa

Electrician Journeyman in Des Moines, Iowa

 [Change Country](#) ▼



Salary



Benefits



Job Description



Compare Jobs



Similar Jobs

Salary

Salary + Bonus

Benefits

How To Become

Paid Annually ▼

[View as table](#)



Other Items to Note

From the Department of Inspections, Appeals & Licensing pertaining to journeyman electrician:

*Chapter 103 of the Iowa Code defines a **journeyman electrician** as, "A person having the necessary qualifications, training, experience, and technical knowledge to wire for or install electrical wiring, apparatus, and equipment and to supervise apprentice electricians and who is licensed by the board."*

The journeyman electrician has the experience and ability to perform the various stages of the electrical project, from the underground utilities to the finished product. They may supervise apprentices and unclassified throughout the project, and during the on-the-job training of most electrical apprentices.

From the same site pertaining to a master electrician:

*Chapter 103 of the Iowa Code defined a **master electrician** as, "A person having the necessary qualifications, training, experience, and technical knowledge to*

properly plan, lay out, and supervise the installation of electrical wiring, apparatus, and equipment for light, heat, power, and other purposes and who is licensed by the board ."

A master electrician is a person who has been a licensed journeyman for at least a year and has decided to take his or her career to the next level. They usually supervise several journeyman electricians on larger jobs and are responsible to assist in the design and layout the electrical system of the project. The master electrician may have the authority to apply for electrical permits and can normally only be with one electrical contracting company at any one time.

Iowa Code Chapter 661.502 reviews the different types of licensing that the State of Iowa requires.

- A journeyman electrician license requires completion of a state-certified apprenticeship program. To obtain the class A license, an electrician must pass the State of Iowa Electrical Journeyman examination with a score of 70 or higher and have completed four years of experience as an apprentice electrician
 - The cost of this license is \$75.
 - **Limitations:** Can supervise apprentice electricians. A Journeyman Class B cannot install electrical equipment or wiring without supervision. Must acquire Journeyman Class A license before working independently as an electrical contractor.
- A master electrician requires proof of credible evidence of having worked for a total of 16,000 hours of cumulative experience as a master electrician and completion of one year of experience as a licensed journeyman electrician. To obtain the class A license, an electrician must pass a supervised written examination for master electrician approved by the board with a score of 70 or higher.
 - The cost of this license is \$375.
 - **Increased Authority:** Can pull building permits and pass inspections.
 - **Limitations:** Can supervise several journeyman electricians on larger jobs and is responsible to assist in the design and layout of electrical system projects. Can normally work with only one electrical contracting company at one time.

Our employee in the Maintenance Electrician position hold a Journeyman Class A license. Our employee in the Senior Electrician position holds a Master Class A license.

- Both licenses do require the license holder to have 18 Continuing Education Unites to renew the license (every three years).

Recommendation

Based upon the specialty of the position and the licensing requirements and data above, I recommend the following:

- Move the Maintenance Electrician (Journeyman) position to a grade 8 in our new system. Grade 8 gives a current range of \$64,459 - \$83,803.20 with a midpoint of \$74,131.20.
 - Maintenance Electrician (Journeyman) – in position for 9 years
 - Grade 8 – step 8 = \$75,753.60
 - Currently at \$58,323 base and \$291.20 longevity = \$58,614.20
 - This would be an increase of \$17,139.40.
- Move the Senior Electrician position to a grade 9 in our new system. Grade 9 gives a current range of \$70,907.20 - \$92,185.60 with a midpoint of \$81,556.80.
 - Senior Electrician – in position for 5 years
 - Grade 9 – step 6 = \$81,556.80
 - Currently at \$67,995.20 base and \$291.20 longevity = \$68,286.40
 - This would be an increase of \$13,270.40.

**Neither of these would consider the COLA determined for FY25.*

	Minimum	Maximum	Average
Comparable Cities	\$60,364	\$73,865	\$67,115
Gallagher Data	\$39,933	\$43,723	\$41,828
Salary.com			\$65,600
Zip Recruiter			\$68,640
Average with GEO data			\$60,796
BLS			\$65,280
BLS - Local Government			\$77,100
Average of all			\$64,260

This would put both Electricians at a higher pay grade than the supervisor. Given the specialized training and licensing that is required, this would not be out of line as this is not required by the supervisor.

- The current supervisor has spoken with me about increasing their salary. He recommended this be looked at because they do a lot for the city and have worked at saving us money by not having to use subs to complete some of the work they do.

There should be a difference between the senior and the maintenance electrician since the maintenance electrician is a journeyman and would be learning from the senior. This would provide incentive to want to move into the senior role. If a maintenance electrician were able to get their master license, the Maintenance Electrician (Journeyman) would be eligible to move to the Senior Electrician position.

Financial Impact

Position	Additional Salary	IPERS	FICA	MEDI	Life Insurance	Workers Comp		Total
		9.44%	6.20%	1.45%	\$0.285	Rate	Amount	
Maintenance Electrician	\$17,139.40	\$1,617.96	\$1,062.64	\$248.52	\$5.13	2.68%	\$459.34	\$20,532.99*
Senior Electrician	\$13,270.40	\$1,252.73	\$822.76	\$192.42	\$3.99	2.68%	\$355.65	\$15,897.95*

**Annual Total*

These costs initially come out of the Road Use Tax Fund (110). The Electricians work on projects all over the City and their payroll is charged to the department for the project they are working on.

Date: 09/20/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for Equipment Operator

In September 2023, the Garage Supervisor requested HR to review the grade assignment for the Mechanic. The concern was that the pay was the same level as the Equipment Operator which requires different knowledge. The concern then would be to review the Garage Supervisor salary as well since they oversee the entire fleet for the City.

Since the Equipment Operator position was identified, I want to ensure to review that position to make sure it is coded correctly.

Current Salary

The current collective bargaining agreement has the salaries as follows:

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

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

**I have included the Landfill Operator in the comparison because with the new Compensation Handbook, the positions are combined.*

The Equipment Operator current salary is \$20.98 - \$23.79 (\$43,638.40 - \$49,483.20).

With the Gallagher study, the following was recommended:

- Equipment Operator - Grade 5 - \$48,443.20 - \$62,961.60 with a midpoint of \$55,702.40.

Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

There are no requirements other than a driver's license to start for this position.

Comparable City Data

Below is the City comparable data. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3.

Community	Title	Minimum	Maximum	Overall Cost of Living Index
Bettendorf	Light Equipment Operator (like our Utility Workers)	\$48,276.80	\$69,586.82	88.5
	Heavy Equipment Operator	\$52,565.55	\$76,876.80	
Burlington	Street / Sewer Maintenance Worker	\$53,331.20	\$59,384	68.7
Fort Dodge				70.1
Mason City	Heavy Equipment Operator	\$57,054.40	\$60,299.20	70
Marshalltown	Light Equipment Operator (like our Utility Workers)	\$49,129.60	\$58,718.40	72.9
	Heavy Equipment Operator	\$50,856	\$61,131	
Muscatine	Equipment Operator III	\$55,889.60	\$59,550.40	75.1
Average (without Light Equipment Operators)		\$53,939.35	\$63,448.28	

Gallagher Study

Reviewing the information from the Gallagher study, all items considered match our descriptions well.

Job Title	Survey Report Title	Survey Job Title	Market Base Salary 50 th (Median)	Market Base Salary 75 th
Equipment Operator	ERI	Laborer Construction	\$32,349	\$35,075
Equipment Operator	ERI	Equipment Operator Heavy	\$42,811	\$47,256
Equipment Operator	ERI	Equipment Operator Construction	\$44,017	\$48,082
Equipment Operator	CompData Benchmark Pro - Midwest - April, 2022	Equipment Operator - Light	\$39,472	\$52,460
Equipment Operator	CompData Benchmark Pro - Midwest - April, 2022	Equipment Operator - Light	\$43,358	\$52,460
Equipment Operator	CompData Not-For-Profit - July, 2022	Equipment Operator - Light	\$43,549	\$55,324
Equipment Operator	CompData Not-For-Profit - July, 2022	Equipment Operator - Light	\$42,229	\$52,380
Average			\$41,112	\$49,005

Other Comparable Data

The Bureau of Labor Statistics identifies the mean average wage across the US for Equipment Operators at \$46,360 for the broad categories in 2019. Aged to 2022 (when all other data from the Bureau of Labor Statistics is from) would be \$53,069.14.

There are two different categories that our positions could fall under.

Occupation code	Occupation title (click on the occupation title to view an occupational profile)	Group	Employment	Employment RSE	Percent of total employment	Median hourly wage	Mean hourly wage	Annual mean wage	Mean wage RSE
47-2070	Construction Equipment Operators	broad	61,450	1.0%	1.11%	\$20.71	\$22.29	\$46,360	0.5%
47-2071	Paving, Surfacing, and Tamping Equipment Operators	detail	7,450	2.7%	0.13%	\$19.56	\$22.23	\$46,230	2.6%
47-2073	Operating Engineers and Other Construction Equipment Operators	detail	53,990	1.1%	0.97%	\$20.85	\$22.29	\$46,370	0.5%

Paving, Surfaces and Tamping Equipment Operators – local government mean = \$46,230

Operating Engineers and Other Construction Equipment Operators – local government mean = \$46,370

Occupational Employment and Wages, May 2019

47-2071 Paving, Surfacing, and Tamping Equipment Operators

Operate equipment used for applying concrete, asphalt, or other materials to road beds, parking lots, or airport runways and taxiways or for tamping gravel, dirt, or other materials. Includes concrete and asphalt paving machine operators, form tampers, tamping machine operators, and stone spreader operators.

[National estimates for this occupation](#)

[Industry profile for this occupation](#)

[Geographic profile for this occupation](#)

National estimates for this occupation:

Employment estimate and mean wage estimates for this occupation:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
45,770	3.1 %	\$21.46	\$44,630	1.1 %

Percentile wage estimates for this occupation:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$13.40	\$15.98	\$19.29	\$24.74	\$33.50
Annual Wage (2)	\$27,870	\$33,240	\$40,130	\$51,460	\$69,680

Industry profile for this occupation:

Industries with the highest published employment and wages for this occupation are provided. For a list of all industries with employment in this occupation, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in this occupation:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Other Specialty Trade Contractors	16,930	2.39	\$20.98	\$43,630
Highway, Street, and Bridge Construction	14,300	4.06	\$21.66	\$45,050
Local Government, excluding schools and hospitals (OES Designation)	7,450	0.13	\$22.23	\$46,230
Foundation, Structure, and Building Exterior Contractors	1,430	0.15	\$20.82	\$43,300
Petroleum and Coal Products Manufacturing	890	0.79	\$24.72	\$51,410

Occupational Employment and Wages, May 2019

47-2073 Operating Engineers and Other Construction Equipment Operators

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. Excludes "Extraction Workers" (47-5000) and "Crane and Tower Operators" (53-7021).

[National estimates for this occupation](#)

[Industry profile for this occupation](#)

[Geographic profile for this occupation](#)

National estimates for this occupation:

Employment estimate and mean wage estimates for this occupation:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
405,750	0.8 %	\$26.06	\$54,210	0.4 %

Percentile wage estimates for this occupation:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$15.53	\$18.44	\$23.55	\$30.95	\$41.17
Annual Wage (2)	\$32,300	\$38,350	\$48,980	\$64,370	\$85,640

Industry profile for this occupation:

Industries with the highest published employment and wages for this occupation are provided. For a list of all industries with employment in this occupation, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in this occupation:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Other Specialty Trade Contractors	98,720	13.92	\$25.85	\$53,780
Utility System Construction	59,540	10.43	\$28.17	\$58,600
Local Government, excluding schools and hospitals (QES Designation)	53,990	0.97	\$22.29	\$46,370
Highway, Street, and Bridge Construction	49,990	14.21	\$29.39	\$61,130
Nonresidential Building Construction	17,280	2.07	\$29.67	\$61,710

Information from Salary.com – We chose an Equipment Operator III as comparable. This shows a median salary of \$47,400 in Des Moines, Iowa.

Construction Equipment Operator II in Des Moines, Iowa



Salary



Benefits



Job Description



Compare Jobs



Similar Jobs

Salary

Salary + Bonus

Benefits

Paid Annually

[View as table](#)


The **Construction Equipment Operator II** prepares equipment and conducts routine inspections prior to operation to ensure it is safe and in working condition. Operates heavy equipment or machinery, such as a tractor, bulldozer, backhoe, or excavator, for the purposes of construction, demolition, or excavation. Being a **Construction Equipment Operator II** may be responsible for scheduling minor repairs and conducting routine maintenance like cleaning and lubricating. Identifies and addresses potential hazards and adheres to all safety protocols and regulations. In addition, **Construction Equipment Operator II** requires a high school diploma. May Require State License. Typically reports to a supervisor. Being a **Construction Equipment Operator II** works under moderate supervision. Gaining or has attained full proficiency in a specific area of discipline. Working as a **Construction Equipment Operator II** typically requires 1-3 years of related experience, or may need 0 years of experience with additional specialized training and/or certification. (Copyright 2023 Salary.com)

ZipRecruiter Salary - \$47,840

Excavator Heavy Equipment Operator Salary in Iowa



Excavator Heavy Equipment Operator Salary in Iowa Comparison by Location

Nationwide United States	\$23
Iowa United States	\$23

Jobs advertised on Government Jobs:

\$54,704 - \$64,792 annually

Public Works Maintenance Worker I - Streets

Job Details

Apply

Print

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Salary	\$26.30 - \$31.15 Hourly	Location ⓘ	Johnston, IA
Job Type	Full-Time	Job Number	PW_2023_Maint1_061623
Department	Public Works	Opening Date	06/16/2023

Description

Benefits

DESCRIPTION:

Performs any combination of laboring, equipment operation, semi-skilled building and mechanical trades assignments involving the maintenance and repair of streets, premises and property of municipality and the provision of scheduled and emergency services within the Public Works Department.

EXAMPLES OF ESSENTIAL DUTIES:

Builds and sets forms for the pouring and finish of concrete for curbs, gutters and sidewalks, footings, catch basins, manholes, storm sewers; mixes, pours and spreads concrete, asphalt, gravel and other materials using hand and power tools.

Recommendation

Taking all the data that is included here, our average is \$50,568.

	Minimum	Maximum	Average
Comparable Cities	\$53,939	\$63,448	\$58,694
Gallagher Data	\$41,112	\$49,005	\$45,059
BLS			\$46,360
Paving, Surfacing Operators			\$46,230
Operating Engineers			\$46,370
Heavy Vehicle Mechanics			\$62,460
Salary.com			\$47,400
Zip Recruiter			\$47,840
Government Jobs			\$54,704
Average of all			\$50,568

Based on this data, I would recommend leaving the Equipment Operator position at a grade 5. There is not enough current comparable data to justify putting it at a higher pay grade.

Date: 09/20/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for Garage Supervisor

In September 2023, the Garage Supervisor requested HR to review the grade assignment for the Mechanic. The concern was that the pay was the same level as the Equipment Operator which requires different knowledge. The concern then would be to review the Garage Supervisor salary as well since they oversee the entire fleet for the City.

This document will be the review for Garage Supervisor.

Current Salary

The current Compensation Handbook identified the Garage Supervisor as a grade 7. This is a salary range of \$58,614.40 - \$76,190.40 with a midpoint of \$67,392.

Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

Comparable City Data

Below is the City comparable data from some of our comparable cities. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3.

Community	Title	Minimum	Maximum	Overall Cost of Living Index
Bettendorf	Fleet Supervisor	\$65,026	\$104,146	88.5
Burlington	Vehicle Maintenance Manager	\$63,539	\$82,602	68.7
Fort Dodge				70.1
Mason City	Street/Parks Supervisor – not comparable	\$74,380.80	\$95,638.40	70
Marshalltown	Does not have			72.9
Muscatine	Mechanic Supervisor	\$62,958.74	\$86,254.74	75.1
Urbandale	Fleet Supervisor	\$82,326	\$105,846	91.2
Sioux City	Fleet Supervisor	\$65,441.79	95,569.55	74.8
Average (not including Mason City)		\$67,858	\$94,884	
Average of comparable cities (Highlighted cities only)		\$63,248	\$84,428	

Gallagher Study

The Garage Supervisor position was not identified as a benchmark position so individual data was not obtained for this position.

Other Comparable Data

Most of the data that could be found are classified as a Fleet Supervisor.

The Bureau of Labor Statistics identifies the mean average wage across the US for First-Line Supervisors of Mechanics, Installers and Repairers is \$76,020. The local government average is similar at \$76,250.

Occupational Employment and Wages, May 2022

49-1011 First-Line Supervisors of Mechanics, Installers, and Repairers

Directly supervise and coordinate the activities of mechanics, installers, and repairers. May also advise customers on recommended services. Excludes team or work leaders.

[National estimates for First-Line Supervisors of Mechanics, Installers, and Repairers](#)

[Industry profile for First-Line Supervisors of Mechanics, Installers, and Repairers](#)

[Geographic profile for First-Line Supervisors of Mechanics, Installers, and Repairers](#)

National estimates for First-Line Supervisors of Mechanics, Installers, and Repairers:

Employment estimate and mean wage estimates for First-Line Supervisors of Mechanics, Installers, and Repairers:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
559,050	0.5 %	\$ 36.55	\$ 76,020	0.3 %

Percentile wage estimates for First-Line Supervisors of Mechanics, Installers, and Repairers:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$ 21.59	\$ 27.29	\$ 35.16	\$ 44.50	\$ 53.86
Annual Wage (2)	\$ 44,900	\$ 56,760	\$ 73,140	\$ 92,560	\$ 112,020

Industry profile for First-Line Supervisors of Mechanics, Installers, and Repairers:

Industries with the highest published employment and wages for First-Line Supervisors of Mechanics, Installers, and Repairers are provided. For a list of all industries with employment in First-Line Supervisors of Mechanics, Installers, and Repairers, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in First-Line Supervisors of Mechanics, Installers, and Repairers:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Real Estate	46,700	2.63	\$ 30.33	\$ 63,090
Automotive Repair and Maintenance	44,200	4.57	\$ 30.51	\$ 63,460
Building Equipment Contractors	38,540	1.64	\$ 37.97	\$ 78,970
Local Government, excluding schools and hospitals (OEWS Designation)	33,920	0.63	\$ 36.66	\$ 76,250
Automobile Dealers	29,770	2.38	\$ 40.13	\$ 83,480

Salary.com – average in US is \$54,673.

Fleet Supervisor Salary in the United States

[Search More Jobs](#)

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Don't find your job? Click [?](#)

How much does a Fleet Supervisor make in the United States? The average Fleet Supervisor salary in the United States is \$54,673 as of , but the salary range typically falls between \$46,171 and \$63,221. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Zip Recruiter

Fleet Supervisor Salary

Yearly Monthly Weekly **Hourly** Table View



Fleet Supervisor Salary Comparison by Location



Payscale – US Average of 65,332

United States Job Fleet Supervisor

Average Fleet Supervisor Salary

Pay

Job Details

Skills

Job Listings

Employers

How should I pay?

What am I worth?

Price a Job

Find market worth

\$65,332 / year

Avg Base Salary (USD)



The average salary for a Fleet Supervisor is \$65,332 in 2023

Base Salary

\$49k - \$84k

Bonus

\$2k - \$13k

Profit Sharing

\$1k - \$5k

Total Pay

\$45k - \$87k

Based on 157 salary profiles (last updated Aug 31 2023)

Is Average Fleet Supervisor Salary your job title? Find out what you should be paid

Use our tool to get a personalized report on your market worth. [What's this?](#)

Recommendation

Taking all the data that is included here, our average is \$68,086

	Minimum	Maximum	Average
Comparable Cities	\$63,248	\$84,428	\$73,838
Gallagher Data			
BLS			\$76,020
BLS - Local Government			\$76,250
Salary.com			\$54,673
Zip Recruiter			\$62,400
Payscale			\$65,332
Average of all			\$68,086

This would align with the starting salary for pay grade 8. Based on this data, I would recommend adjusting the Garage / Fleet Supervisor to a grade 8. This would put the range at \$64,459.20 - \$83,803.20.

Financial Impact

Additional Salary from budget	IPERS	FICA	MEDI	Life Insurance	Workers Comp		Total
	9.44%	6.20%	1.45%	\$0.29	Rate	Amount	
\$6,739.20	\$636.18	\$417.83	\$97.72	\$2.03	2.68%	\$180.61	\$8,073.57*

*Annual Total

These costs initially come out of the Road Use Tax Fund (110).

If this position would have been put at this salary on July 1 with all the rest of the positions, this employee's salary would have been a difference of \$10,171.20 from their current. They would have fallen under our practice of providing half the salary increase in FY24 and budgeting the rest in FY25.

- The employee did receive an increase of \$3,432 in FY24.
- With a \$10,171 difference, they would have received \$5,085.60 total for FY24.
- That leaves a balance of \$1,653.60 for FY24. I recommend increasing the base range by this amount on January 1, 2024 to keep with the same increases to other employees.
- The other \$5,085.60 increase would be budgeted for in FY25 along the same schedule as others.

Date: 09/20/2023

From: Barb Codjoe, Director of HR

To: City Administrator, Phil Rath

RE: Pay grade for Mechanic

In September 2023, the Garage Supervisor requested HR to review the grade assignment for the Mechanic. The concern was that the pay was the same level as the Equipment Operator which requires different knowledge. The concern then would be to review the Garage Supervisor salary as well since they oversee the entire fleet for the City.

This document will be the review for Mechanic. Separate documents will follow for the other positions.

Current Salary

The current collective bargaining agreement has the salaries as follows:

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

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

**I have included the Solid Waste Operating Mechanic in the comparison because with the new Compensation Handbook, the positions are combined.*

The Mechanic current salary is \$21.99 - \$24.96 (\$45,739.20 - \$51,916.80).

With the Gallagher study, the following was recommended:

- Mechanic – Grade 5 - \$48,443.20 - \$62,961.60 with a midpoint of \$55,702.40.

Step 1 in our chart is the 50th percentile and step 7 is the 75th percentile.

An item to note – we do require 2 years of Automotive Mechanic experience to start in this position.

Comparable City Data

Below is the City comparable data from a compensation study that was completed by Marshalltown. For comparison, the City of Ottumwa's Overall Cost of Living Index is 69.3.

Community	Title	Minimum	Maximum	Overall Cost of Living Index
Bettendorf	Mechanic	\$56,768	\$83,023.61	88.5
Burlington	Automotive Mechanic	\$55,182.40	\$61,568	68.7
Fort Dodge	Automotive Mechanic	\$51,967.31	\$66,007.82	70.1
Mason City	Mechanic	\$59,280	\$62,920	70
Marshalltown	Mechanic	\$50,856	\$61,131	72.9
Muscatine	Mechanic	\$55,702.40	\$59,550.40	75.1
Average		\$54,959	\$65,700	

Gallagher Study

Reviewing the information from the Gallagher study, all items considered match our descriptions well.

Job Title	Survey Report Title	Survey Job Title	Market Base Salary 50 th (Median)	Market Base Salary 75 th
Garage Mechanic	ERI	Mechanic Truck	\$41,811	\$45,639
Garage Mechanic	ERI	Mechanic Transmission	\$38,521	\$42,008
Garage Mechanic	ERI	Mechanic Automotive Equipment	\$37,381	\$40,763
Garage Mechanic	ERI	Mechanic Automotive	\$37,627	\$41,028
Garage Mechanic	ERI	Mechanic Automobile	\$39,154	\$42,700
Garage Mechanic	ERI	Mechanic	\$39,154	\$42,700
Garage Mechanic	Mercer Benchmark	Mechanic: Light Vehicle	\$45,880	\$51,222
Average			\$39,933	\$43,723

Other Comparable Data

The Bureau of Labor Statistics identifies the mean average wage across the US for Automotive Service Technicians at \$44,890.

49-3023 Automotive Service Technicians and Mechanics

Diagnose, adjust, repair, or overhaul automotive vehicles. Excludes "Automotive Body and Related Repairers" (49-3021), "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031), and "Electronic Equipment Installers and Repairers, Motor Vehicles" (49-2096).

[National estimates for this occupation](#)

[Industry profile for this occupation](#)

[Geographic profile for this occupation](#)

National estimates for this occupation:

Employment estimate and mean wage estimates for this occupation:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
655,330	0.7 %	\$21.58	\$44,890	0.3 %

Percentile wage estimates for this occupation:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$11.73	\$15.03	\$20.24	\$26.99	\$33.11
Annual Wage (2)	\$24,400	\$31,250	\$42,090	\$56,140	\$68,880

Digging down further, the mean wage in local government for Automotive Service Technicians is \$53,900.

Industry profile for this occupation:

Industries with the highest published employment and wages for this occupation are provided. For a list of all industries with employment in this occupation, see the [Create Customized Tables](#) function.

Industries with the highest levels of employment in this occupation:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage (2)
Automobile Dealers	245,320	18.93	\$22.97	\$47,770
Automotive Repair and Maintenance	235,350	25.02	\$20.25	\$42,110
Automotive Parts, Accessories, and Tire Stores	61,710	11.01	\$18.95	\$39,410
Gasoline Stations	15,840	1.70	\$19.75	\$41,090
Local Government, excluding schools and hospitals (OES Designation)	15,280	0.28	\$25.91	\$53,900

Looking at the broader categories (which may include a little more of what our mechanics do), the average mean wage is \$54,220 and \$62,460.

Occupation code	Occupation title (click on the occupation title to view an occupational profile)	Group	Employment	Employment RSE	Percent of total employment	Median hourly wage	Mean hourly wage	Annual mean wage	Mean wage RSE
49-3020	Automotive Technicians and Repairers	broad	16,100	0.8%	0.29%	\$24.52	\$26.07	\$54,220	1.1%
49-3040	Heavy Vehicle and Mobile Equipment Service Technicians and Mechanics	broad	10,070	2.4%	0.18%	\$28.84	\$30.03	\$62,460	2.0%

Salary.com – average in US is \$57,809.

Heavy Equipment Mechanic Salary in the United States
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[Didn't find your job? Click ?](#)

How much does a Heavy Equipment Mechanic make in the United States? The average Heavy Equipment Mechanic salary in the United States is **\$57,809** as of , but the salary range typically falls between **\$50,796** and **\$65,577**. Salary ranges can vary widely depending on many important factors, including education, certifications, additional skills, the number of years you have spent in your profession. With more online, real-time compensation data than any other website, Salary.com helps you determine your exact pay target.

Jobs with a similar salary range to Heavy Equipment Mechanic : [Computer Science Teacher](#), [Client Relationship Consultant](#), [Phr](#)

Zip Recruiter

Heavy Equipment Mechanic Salary in Iowa



Heavy Equipment Mechanic Salary in Iowa Comparison by Location



Jobs advertised on Government Jobs:

Mechanic for Davenport, Iowa; 2nd shift

\$54,308 to start; \$55,931 in 1 year

Mechanic

[Job Details](#)
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Salary ⓘ	\$54,308.80 Annually	Location ⓘ	Davenport, IA
Job Type	Full-Time	Job Number	1700
Department	Public Works	Division	Fleet Management
Opening Date	09/11/2023	Closing Date	9/25/2023 at 11:59 PM Central Time (US & Canada)
Union	Teamsters		

[Description](#)
[Benefits](#)
[Questions](#)

Definition

Under general supervision performs work of moderate difficulty as a skilled mechanic in the maintenance and repair of a variety of automotive and other specialized equipment; and performs related work as required.

Starting Pay | \$26.1093 per hour 6 months | \$26.50 per hour 1 year | 26.89 per hour

The hours for this position are Monday - Friday 2PM - 10PM.

The City will provide and pay for CDL training upon hire.

Recommendation

Taking all the data that is included here, our average is \$53,760.

	Minimum	Maximum	Average
Comparable Cities	\$54,959	\$65,700	\$60,330
Gallagher Data	\$39,933	\$43,723	\$41,828
Salary.com			\$57,809
Zip Recruiter			\$54,080
Average with GEO data			\$53,512
BLS			\$44,890
BLS - Local Government			\$53,900
Automotive Technicians and Repairers			\$54,220
Heavy Vehicle Mechanics			\$62,460
Government Jobs			\$54,308
Average of all			\$53,760

This would align with the starting salary for pay grade 6. Based on this data, I would recommend adjusting the Mechanic to a grade 6. This would put the range at \$53,289.60 - \$69,264.

Financial Impact

Position	Additional Salary	IPERS	FICA	MEDI	Life Insurance	Workers Comp		Total
		9.44%	6.20%	1.45%	\$0.29	Rate	Amount	
Mechanic	\$35,318.40	\$3,334.06	\$2,189.74	\$512.12	\$10.26	2.68%	\$946.53	\$42,311.11*

**Annual Total*

These costs initially come out of the Road Use Tax Fund (110).

We have a mechanic who is retiring at the end of 2023. We have posted the Auto Mechanic position twice for Civil Service testing. The first posting, 3 people applied; 1 showed to take the test and 0 applicants passed. The second posting we have had 5 people apply.



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 3, 2023

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 160-2023: A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 312 E ALTA VISTA ON RESOLUTION NO. 41-2023

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 160-2023

DISCUSSION: Resolution No. 41-2023 applied special assessments for 312 E Alta Vista for mowing and nuisance abatement. With fees, these assessments total \$3,150.00. This resolution would remove those special assessments.

There is a pending real estate transaction which would place the property on Alta Vista, the site of the former St. Joseph Hospital, into new ownership and allow a new developer to be selected for a project to follow.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION NO. 160-2023

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 312 E ALTA VISTA
ON RESOLUTION NO. 41-2023

WHEREAS, Resolution No. 41-2023, 2022 Assessed Mowing Fees Tract #9 included an assessment for delinquent mowing fess for 312 E Alta Vista in the amount of \$350 plus \$5.00 in administrative costs; and

WHEREAS, Resolution No. 41-2023, 2022 Assessed Clean Up Fees Tract #1 included an assessment for nuisance abatement for 312 E Alta Vista in the amount of \$3,150.00 plus \$5.00 in administrative costs; and

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

The special assessments for 312 E Alta Vista in the amount of \$3,510.00 including administration costs be removed from Resolution No. 41-2023.

Approved, passed and adopted this 3rd of October 2023.

CITY OF OTTUMWA, IOWA

BY _____
Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk



[CITY OF]
O T T U M W A

October 4, 2023

Wapello County Treasurer
Wapello County Courthouse
101 W. Fourth
Ottumwa, IA 52501

RE: Res. No. 160-2023 – Removing special assessments applied to 312 E Alta Vista
on Resolution No. 41-2023.

The assessments applied to:

RES NO.	TRACT NO.	ADDRESS	PROPERTY OWNER	LEGAL	AMOUNT	INTEREST	ADMIN	TOTAL
41-2023	Mowing 9	312 E ALTA VISTA	312 EAST ALTA VISTA, LLC	AUD SUB SE SEC18-72- 13 AL 11(339.6X641) AL 12(339.6X641) SE (ST JOSEPH HOSPITAL)	\$350	\$0	\$5	\$355
41-2023	Clean Up 1	312 E ALTA VISTA	312 EAST ALTA VISTA, LLC	AUD SUB SE SEC18-72- 13 AL 11(339.6X641) AL 12(339.6X641) SE (ST JOSEPH HOSPITAL)	\$3,150	\$0	\$5	\$3,155

Please remove the special assessments applied to this property through Resolution No. 41-2023

Please let me know should you require anything additional to complete this request.

Thank-you!

Sincerely,

Christina Reinhard
City Clerk
cc: Zach Simonson, Director of Community Development

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 10/3/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head

Philip Rath
City Administrator Approval

AGENDA TITLE: Resolution Fixing Date for a Meeting on the Authorization of a Loan Agreement and the Issuance of not to Exceed \$550,000 General Obligation Capital Loan Notes of the City of Ottumwa, State of Iowa (For General Corporate Purposes), and Providing for Publication of Notice Thereof

RECOMMENDATION:
Pass Resolution 161-2023 and set public hearing

DISCUSSION:
The city council has expressed an interest in pursuing the purchase of capital assets associated with operating Cedar Creek Golf Course from the current operator. The combined assets hold an estimated value exceeding \$500,000. Based upon this amount, staff is recommending a consideration of borrowing proceeds to be paid off over one to five years. This will depend partially upon the negotiation with the future operator. In order to have this option in the future, the city council is required to hold a public hearing related to the potential issuance.

Source of Funds:
N/A

Budgeted Item
No

Budget Amendment Needed: N/A

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

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

Not to Exceed \$550,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

October 3, 2023

The City Council of the City of Ottumwa, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at _____ M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 161-2023

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$550,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the

authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the 17th day of October, 2023, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$550,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay costs of the acquisition, improvement and equipping of the golf course and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$550,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: October 6, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR GENERAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 17th day of October, 2023, at 5:30 P.M., in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$550,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay costs of the acquisition, improvement and equipping of the golf course. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 3rd day of October, 2023.

Christina Reinhard
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of October, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING

(Not To Exceed \$550,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

CITY OF OTTUMWA

Staff Summary


**** ACTION ITEM ****

Council Meeting of: 10/3/2023

Philip Rath
Prepared By

Admin
Department

Philip Rath
Department Head


Philip Rath
City Administrator Approval

AGENDA TITLE: Resolution to Purchase Used Equipment from Integrity Golf Group, LLC for Golf Course Operations at Cedar Creek Golf Course

RECOMMENDATION:
Pass and adopt resolution 162-2023

DISCUSSION:
On September 12 the city council held and work session and expressed interest in continuing the future operation of the municipal course known as Cedar Creek Golf Course. This course has been under the operation of Integrity Golf Group, LLC, which has acquired a number of equipment and other assets necessary to properly operate a golf course. The owner has provided the city a right of first refusal to acquire the assets for the future operation of the course. The purchase price of the assets is \$519,895.33. The list of equipment for purchase is attached to the resolution for reference.

Source of Funds:
N/A

Budgeted Item
No

Budget Amendment Needed: N/A

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

RESOLUTION NO. 162-2023

RESOLUTION TO PURCHASE USED EQUIPMENT FROM INTEGRITY GOLF GROUP, LLC FOR GOLF COURSE OPERATIONS AT CEDAR CREEK GOLF COURSE

WHEREAS, on September 12, 2023 the City of Ottumwa, Iowa held a work session to consider the future operations of the Cedar Creek Golf Course; and

WHEREAS, the city council expressed interest in continuing to operate Cedar Creek as a public golf course; and

WHEREAS, part of this recommendation included an option to purchase the existing golf course equipment from Integrity Golf Group, LLC; and

WHEREAS, staff has examined the condition of the existing equipment and has negotiated a price to purchase this equipment; and

WHEREAS, Integrity Golf Group, LLC has agreed to accept this payment in lieu of the termination / expiration payment outlined in Section 12.07 of the Operating Agreement between the City of Ottumwa and Integrity Golf Group, LLC.

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

1. That staff is authorized to proceed with the purchase of the golf course equipment identified on the asset list attached hereto from Integrity Golf Group, LLC in the amount of \$519,895.33.

2. That the purchase is conditioned on and subject to the City completing all necessary proceedings to authorize the acquisition of the equipment and authorization of a bond or note sufficient to fund the purchase price of the equipment, including the holding of a public hearing or election, as required by law. The calling of an election, if required, and ultimate sale of any bond or note remains subject to future legislative approval.

APPROVED, PASSED AND ADOPTED, this 3rd day of October, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

		Maintenance Equip./Carts/Etc.					Condition:	Condition:	Condition:
							Poor	Avg.	Good
1		Neary bedknife grinder	280 A	96280306		\$ 6,400.00		X	
3		Cushman diesel truckster	80463	804630001684	535	\$ 3,500.00		X	
5		John Deere diesel greensmower	2500	TC2500D010288	6411	\$ 3,000.00		X	
6		John Deere frwy mower	3235		3285	\$ 6,500.00		X	
7	1994	Chevrolet truck (1994, needs clutch, tires,exhaust)	C1500	1GCDC14Z9RZ117642	217,711	\$ 2,400.00	X		
8		Water pump	SEB2PL	82394N		\$ 350.00		X	
10	2018	Brute power washer		1110055470414		\$ 150.00		X	
11	2019	Huskee push mower (wheels shot)	PH-XT650-3045	4631530358		\$ 25.00	X		
12		Anderson push spreader	AP2000			\$ 150.00		X	
13		Yamaha utility cart (green)	YTFI	JW6-F4236-10		\$ 3,650.00		X	
14	2018	Snap On power washer	870905	15451190V1		\$ 150.00			
15		Ferris 72" mower (parts only)	3200	2017491017		\$ 150.00	X		
16		Ferris 60" mower (no PTO clutch)	3100	2016400235		\$ 250.00	X		
17		Stihl blower	BG86-Z	4241-011-1710		\$ 125.00		X	
18		Stihl weed eater (3)	FS56RC	505779303		\$ 180.00		X	X
19		Stihl chain saw	MS251	1143-011-3074		\$ 110.00		X	
20		Poulan Wild Thing chain saw	P4018WT			\$ 100.00		X	
21		Efco chain saw	MT3500	EMAK5024010		\$ 80.00	X		
22		John Deere frwy mower	3225C	TC3225C020406	4462	\$ 4,500.00			
23		Jacobsen rough mower (reel 5 gang)	NA	NA		\$ 250.00	X		
24		Gandy Seeder	904040			\$ 1,495.00		X	
25		Husky Tiller (engine blown)	21A340131	10139K50005		\$ 50.00	X		
26		Range Servant 5 gang Range picker				\$ 4,600.00			X
27		(2) Schumacher battery chargers				\$ 80.00		X	
28		(3) Stanley trickle chargers				\$ 50.00		X	
29		Yamaha utility cart (Harris)				\$ 4,200.00		X	
30	2015	Yamaha Beverage Cart	JR3-041232			\$ 5,500.00			X
31	2020	Ferris 72" rough mower	IS3200Z	4000696844		\$ 11,500.00		X	
32	2020	Flyght water pump (broken)		TP111CLF 1EC60034-1 1P68		\$ 25.00	X		
33	2003	Yamaha golf cart fleet (14 carts)				\$ 42,000.00			X
34	2016	Yamaha golf cart fleet (45 carts)				\$ 202,500.00			X
35	2014	John Deere 2653 t-mower		1TC2653TEET080072		\$ 12,500.00			X
36	2002	Yamaha utility cart (landscaping cart)				\$ 4,750.00		X	
37	2021	Stihl chainsaw (1)				\$ 225.00		X	
38	2017	Jacobsen GreensKing IV Plus		AFBH-062306-05065		\$ 16,750.00			X
39	2002	John Deere diesel tractor/rough mower	4310	LV4310H132595	720	\$ 13,750.00			X

40	2018	EZ Go range picker cart w/ Cage			\$	7,850.00			X
41	2021	Denali Aire window AC unit			\$	225.00			X
42	2022	Harbor Freight floor jack			\$	150.00			X
43	2021	cup cutters			\$	350.00		X	
44	2022	Moisture meter from D&K (probe broke)			\$	125.00			X
45	2022	WoodBay 3900 Greens Roller w/trailer	GreensIron 3900		\$	15,500.00			X
46	2019	good used refridgerator (S. Brown)			\$	600.00			X
47	2022	Brinley aerator/seeder	AS2-40BH1-P	ASP03220380	\$	1,500.00		X	
48	2016	Office desk (greg)			\$	450.00			X
49	2009	J.Deere Greens Mower	2500 E Hybrid	TC25EHG030062	\$	12,500.00			X
50	2016	27 Jorgensen metal lockers @ \$289. ea.			\$	7,803.00			X
51	2023	5 Jorgensen metal lockers @ \$246.67 ea.			\$	1,233.33			X
53	22-'23	NUCO irrigation replacement pump (2022)			\$	21,400.00			X
54	2023	(5) newly built water cooler housing			\$	900.00			X
55	2023	(9) newly built Range ydg signage			\$	1,200.00			X
56	24-'28	NUCO irrigation replacement pump			\$	79,300.00			X
57	2010	Gray steel 4 drawer file cabinet			\$	250.00			X
58	2017	Office-standing 2 door cabinet			\$	250.00			X
59	2019	(12) Green large Range ball baskets			\$	24.00		X	
60	2020	Range Ball bin (wooden)			\$	300.00			X
61	2018	Wooden Club cleaner (2)			\$	250.00		X	
62	2004	(4) metal office 2 drawer file cabinets			\$	60.00			X
63	2023	(6,680) Range Balls			\$	4,692.00			X
64	2022	(1) DELL Office computer w/monitor			\$	1,700.00			X
65	2015	(2)Maint. Bldg computers w/monitors			\$	1,600.00		X	
66	2022	(1) Exterior mounted lights (practice greens)			\$	1,200.00			X
67	2015	(2) POS computers & monitors			\$	1,000.00			X
68	2023	Epson ET-4850 printer			\$	300.00			X
69	2020	Briggs Push Leaf Bower 800 Series			\$	1,000.00			X
70	2020	Atom Pro Bunker Edger			\$	650.00			X
71	2010	2 wheel trailer (3'x4')			\$	350.00		X	
72	2010	2 wheel cart trailer			\$	600.00		X	
73	2011	Jacobsen Greens King V			\$	750.00	X		
74	2021	Husqvarna Backpack Blower (150 BT)			\$	250.00			X
	2019	Stihl Pole Saw			\$	125.00			X
		misc. irrigation parts			\$	200.00		X	
		misc. cart signs			\$	100.00		X	
	2023	Pittsburgh 3 ton floor jack (1)			\$	250.00			X
		2-wheel cart (1)			\$	30.00		X	

[illegible]

F&B Equipment

2009	(2) TRUE 2-door beverage coolers				\$ 4,000.00
2008	(1) RAPIDS 2-door keg cooler				\$ 1,600.00
2021	Avantco Deli fridge				\$ 1,995.00
2016	Superior Deli fridge				\$ 1,400.00
2022	Insignia 21 ft reffridgerator/freezer				\$ 1,500.00
2021	Denali Aire window AC unit				\$ 200.00
2021	Manitowoc Ice bin				\$ 1,600.00
2016	Office desk (greg)				\$ 450.00
2023	Backyard Pro meat Slicer				\$ 321.00
2023	Dandy 9 cu. Ft. chest freezer				\$ 512.00
2003	Manitowoc Ice Machine and ice bin				\$ 1,300.00
2007	AutoFry fryer				\$ 1,600.00
2023	Backyard Pro meat Slicer				\$ 190.00
2019	Nacho Cheese dispenser				\$ 125.00
2022	Hot Dog roller				\$ 200.00
2020	Microwave				\$ 125.00
2021	Double toaster				\$ 40.00
2022	Jenn Aire outside grill				\$ 1,200.00
2010	(9) snack bar tables				\$ 900.00
2010	(28) padded snack bar chairs				\$ 300.00
2008	(2) padded wood chairs in snackbar				\$ 50.00
2015	padded wood loveseat bench				\$ 150.00
2010	glass cookie case in snackbar				\$ 50.00
2010	(2) large trash cans w/ open lids				\$ 50.00
2015	(2) 6 ft. folding tables				\$ 90.00
2017	(2) Soup crocks				\$ 100.00
2019	Panini press				\$ 50.00
2022	various glass plates & bowls				\$ 80.00
2016	(2) vacuum cleaners				\$ 150.00
2015	(2) stainless steel tables				\$ 230.00

\$ 20,048.00

499 847.33

\$ 519,895.33

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 3, 2023

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 163-2023: A RESOLUTION ADOPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE OTTUMWA LEGACY FOUNDATION FOR THE CAPITOL LOFTS DOWNTOWN HOUSING PROJECT AND ADOPTING A PROCUREMENT POLICY FOR THE CAPITOL LOFTS DOWNTOWN HOUSING PROJECT

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 163-2023

DISCUSSION: The City was awarded a \$300,000 grant for the Capitol Lofts project at 231 E Main. The building owner and developer, the Ottumwa Legacy Foundation, is currently underway with completing the project. In administering the grant, IEDA has requested two additional actions by the City. Resolution No. 207-2022 adopted the form development agreement provided by IEDA which referenced the Community Catalyst Grant rather

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

than the Downtown Housing Grant. This resolution updates the Development Agreement with Legacy Foundation to reference the Downtown Housing Grant.

It also adopts a procurement policy for the grant compliant with 2 CFR 200. The Legacy Foundation has already adopted a similar policy for purchases they make toward the project.

RESOLUTION NO. 163-2023

A RESOLUTION ADOPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE OTTUMWA LEGACY FOUNDATION FOR THE CAPITOL LOFTS DOWNTOWN HOUSING PROJECT AND ADOPTING A PROCUREMENT POLICY FOR THE CAPITOL LOFTS DOWNTOWN HOUSING PROJECT

WHEREAS, the City of Ottumwa was awarded a \$300,000 Downtown Housing Grant in support of the Capitol Lofts Project located at 231 E Main Street; and

WHEREAS, Resolution 207-2022 adopted a development agreement the property owner, the Ottumwa Legacy Foundation and contained a typo in referencing the Iowa Economic Development Authority grant program; and

WHEREAS, the Downtown Housing Program requires that the City adopt a procurement policy compliant with 2 CFR 200;

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

The amended development agreement with the Ottumwa Legacy Foundation for the Capitol Lofts Project at 231 E Main Street be adopted; and

That the Capitol Lofts Project Procurement Policy be adopted.

Approved, passed and adopted this 3rd of October 2023.

CITY OF OTTUMWA, IOWA

BY _____
Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk

DEVELOPMENT AGREEMENT

IEDA Award 22-ARPDH-045

This Development Agreement ("Agreement") made this day of September, 2023 by and between the CITY OF OTTUMWA, IOWA ("City") and OTTUMWA-LEGACY FOUNDATION ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Downtown Housing Grant for a proposed Project located at 231 E Main Street to be completed at property owned by Developer; and

WHEREAS, the Grant application was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of Award Letter from IEDA, June 14, 2022 and ends with the Project Completion Date set out in the grant, June 14, 2024.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes development of four residential units at 231 E Main Street as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** In addition to the Grant funding the parties agree that no additional financial commitments are part of this project, except those already executed between the City and the Developer.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

a Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Ottumwa.

b The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program.

c If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

d The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

11 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Ottumwa, Wapello County, Iowa, the day and year first stated.

City of Ottumwa

BY.

ATTEST.

Clerk

Ottumwa Legacy Foundation

BY.



City of Ottumwa, Iowa
Capital Lofts Procurement Policy
Procurement Policy

Definitions

- **2 CFR Part 200** - Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-federal entities.
 - Found here: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- **Conflict of interest** - a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- **Noncompetitive procurement** - Purchase of property, goods, and/or services, where a competitive method of procurement is not utilized. Noncompetitive procurement can only be awarded if one or more of the situations detailed under Section 4(C)(i) apply.
- **Procurement** - the act of obtaining or purchasing goods or services, typically for business purposes.

1. Introduction and Purpose.

In keeping with its commitment to maintain the highest standards of conduct and ethics, City of Ottumwa ("the City") has adopted this Procurement Policy (the "Policy") to ensure that goods and services purchased by the City are obtained in a cost-effective manner and in compliance with applicable federal and state laws.

The acquisition processes described in this Policy apply to all government-funded purchases made by the City's employees, directors, officers, or agents (together, "City Purchasers"). Purchases may also be subject to prior funding source approval and additional requirements imposed by grants or contracts. Program directors are responsible for reviewing any such additional requirements and ensuring that contractors and vendors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

2. Code of Conduct.

- A. City Purchasers shall not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict arises when:
 - i. The City Purchaser, any immediate family member (spouse, child, parent, parent-in-law, sibling, or sibling-in-law) partner, or an organization that employs, or is about to employ, any of the above has a direct or indirect financial or other interest in or will receive a tangible personal benefit from a firm or individual considered for the contract award.
 - ii. An "organizational conflict of interest" is created because of a relationship the City has with a parent, affiliate, or subsidiary organization that is involved in the transaction such that the City is or appears to be unable to be impartial in conducting a procurement action involving the related organization.

- B. City Purchasers shall not solicit or accept gifts, money, gratuities, favors, or anything of monetary value, except unsolicited items or services of nominal value (no greater than \$20) from vendors, prospective vendors, parties to subcontracts, or any other person or entity that receives, or may receive, compensation for providing goods or performing services for City.
- C. All City Purchasers shall review and comply with the City's procedures for disclosing, reviewing, and addressing actual and potential conflicts of interest.

3. *Procurement Requirements and Considerations.*

- A. Competition. All procurements shall be conducted in a manner that provides, to the maximum extent practical, full, and open competition. Procurements shall:
 - i. Avoid noncompetitive practices that may restrict or eliminate competition, including but not limited to:
 - a. Unreasonable qualification requirements.
 - b. Unnecessary experience and excessive bonding requirements.
 - c. Noncompetitive pricing practices between firms or affiliated companies.
 - d. Noncompetitive contracts to consultants on retainer contracts.
 - e. Organizational conflicts of interest.
 - f. Specifying "brand name" only instead of allowing "an equal" product.
 - g. Arbitrary actions.
 - ii. Not intentionally split a single purchase into two or more separate purchases to avoid dollar thresholds that require more formal procurement methods.
 - iii. Exclude contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for a proposal from competing for such procurement.
 - iv. Include in any prequalified list an adequate number of current, qualified vendors, firms, or products.
 - v. Not preclude potential bidders from qualifying during the solicitation period.
 - vi. Not use any geographic preferences (state, local or tribal) in the evaluation of bids or proposals, except where expressly mandated or encouraged by applicable federal statutes.
- B. Profit. For noncompetitive procurements (or when cost analysis is used), profit must be negotiated as a separate element of the procurement price.
 - i. To establish a fair and reasonable profit, consider: complexity of work performed, risk borne by contractor, contractor's investment, amount of subcontracting, quality of contractor's record and past performance, and industry profit rates in surrounding geographical area for similar work.

- ii. The City may not use either the cost plus a percentage of cost, or percentage of construction cost methods of contracting.
- C. Minority Owned, Women Owned, and Small Business Vendors. The City is committed to taking all necessary affirmative steps to assure that minority business, women's business enterprises and labor surplus area firms ("MWSB Vendors") are used whenever possible. Such steps include:
 - i. Placing qualified MWSB Vendors on solicitation lists;
 - ii. Soliciting MWSB Vendors whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWSB Vendors;
 - iv. Establishing delivery schedules, where requirement permits, which encourage participation by MWSB Vendors;
 - v. Using services and assistance, as appropriate, of such organizations as Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts used, to take affirmative steps listed in paragraphs (i) through (v) of this section.
- D. Minimum Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding the Simple Acquisition Threshold (\$250,000), the requirements for bonding shall, at a minimum, be as follows:
 - i. A bid guarantee from each bidder is equivalent to 5% of the bid price.
 - ii. A performance bond on the part of the contractor is for 100% of the contract price.
 - iii. A payment bond on the part of the contractor is for 100% of the contract price.
 - iv. All bonds required in this section are obtained from companies holding certificates of authority as acceptable sureties pursuant to the surety requirements for companies doing business with the United States (31 CFR Part 223).
- E. Solicitations. All solicitations shall incorporate a clear and accurate description of the technical requirements for products or services to be procured. Descriptions:
 - i. Must not contain features which unduly restrict competition.
 - ii. May include a statement of the qualitative nature of the material, product, or service to be procured.
 - iii. When necessary, must set forth minimum essential characteristics and standards necessary to satisfy its intended use.

- iv. Must avoid detailed product specifications if possible.
 - v. May use a "brand name or equivalent" description to define performance or other salient requirements when impractical or uneconomical to make a clear and accurate description of technical requirements. Specific named brand features required to be met must be clearly stated.
 - vi. Identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.
- F. Considerations. City Purchasers should consider taking the following actions when procuring goods and services:
- i. Conduct a lease vs. purchase analysis, when appropriate, including for property and large equipment.
 - ii. Consolidate or break out procurements to obtain a more economical purchase, if possible.
 - iii. Use value engineering clauses to offer reasonable opportunities for cost reductions in construction contracts for projects of sufficient size.
 - iv. Use time and materials contracts only if no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at their own risk. If such contract is negotiated and awarded, the City must assert a high degree of oversight to obtain reasonable assurance that contractor using efficient methods and effective cost controls.

4. *Procurement Methods.*

- A. All procurements. All procurements made under this policy shall:
- i. Be necessary, at a reasonable cost, documented, not prohibited by law or the applicable funding source, and made in accordance with this Policy.
 - ii. Avoid acquiring unnecessary or duplicative items.
 - iii. Engage responsible vendors who possess the ability to perform successfully under the terms and conditions of a proposed procurement. City Purchasers shall consider: vendor integrity and qualifications, public policy compliance, past performance record, financial and technical resources, key personnel, and other factors that will provide the best overall value and are deemed to serve the best interests of the City.
- B. Standard Methods. For transactions meeting the specifications set forth in Appendix 1, City Purchasers shall follow the applicable procurement method set forth therein.
- C. Exceptions to Standard Methods.

- i. **Noncompetitive Procurement.** Procurement by solicitation of a proposal from a single source may only be used if at least one of the following apply and is adequately documented:
 - a. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (refer to Appendix I);
 - b. Item is only available from a single source;
 - c. Public exigency or emergency will not permit any delay;
 - d. Federal awarding agency or pass-through expressly authorizes a noncompetitive procurement in response to a City request; or
 - e. After soliciting a number of sources, competition is determined inadequate.

5. **Procurement Procedures.** See Appendix 2 for City Procurement Procedures.

6. **Contract Provisions.** All City procurement contracts shall contain the applicable contract provisions contained in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity.

7. **Documentation.**

A. **Debarment.** The City shall either:

- i. Confirm and document that the vendor is not excluded from doing business with the federal government (see www.sam.gov/SAM/) before entering into a contract; or
- ii. Obtain a signed Debarment Certificate substantially in the form of Appendix 3.

B. **Lobbying Certificate.** The City shall obtain signed Lobbying Certificates substantially in the form of Appendix 4 for procurements > \$100,000.

C. **Records.** The City shall maintain records sufficient to detail history of each procurement transaction. These records must include, but are not limited to:

- i. A description and supporting documentation showing rationale for procurement method (e.g., cost estimates);
- ii. Selection of contract type;
- iii. Written price or rate quotations (such as catalog price, online price, email or written quote), if applicable;
- iv. Copies of advertisements, requests for proposals, bid sheets or bid proposal packets;
- v. Reasons for vendor selection or rejection, including relevant panel or committee records, rejection letters and award letter; and
- vi. The basis for the contract price.

8. **Compliance with this Policy.** Program directors shall maintain oversight to ensure that contractors and vendors perform in accordance with the terms, conditions, and specifications of contracts

or purchase orders. Violations of this policy may result in disciplinary action, up to and including termination.

Appendix 1

Standard Methods of Procurement

Recommend adding approval authority requirements for each threshold (i.e., Micro-purchases require approval from Project Manager, Small Purchase approved by Department Head, Sealed bids require committee approval, etc.)

Type	Threshold	Method
<i>Micro-purchase</i>	$\leq \$10,000$	<ul style="list-style-type: none"> - Price must be reasonable - Periodically distribute purchases equitably among qualified vendors
<i>Small Purchase</i>	$\$10,000.01 \leq \$250,000$	<ul style="list-style-type: none"> - Obtain written price or rate quotations from at least two qualified vendors - Example documentation: catalog price, online price, email, or written quote
<i>Sealed Bids</i>	$> \$250,000$	<p>Pre-Solicitation</p> <ul style="list-style-type: none"> - Conduct cost or price analysis <p>Solicitation</p> <ul style="list-style-type: none"> - Publicly advertise invitation for bids - Include specifications or information sufficient for bidders to respond - Provide adequate time to respond - Solicit a sufficient number of bids <p>Bid Review/Selection</p> <ul style="list-style-type: none"> - Open bids at time and place set forth in invite - Award to lowest responsive and responsible bidder - May reject bids for sound, documented reason - Award written, fixed price contract
<i>Competitive Proposals</i>	$> \$250,000$	<p>Pre-Solicitation</p> <ul style="list-style-type: none"> - Conduct cost or price analysis <p>Solicitation</p> <ul style="list-style-type: none"> - Publicly advertise request for proposals - Identify all evaluation factors and their relative importance - Solicit bids from at least two vendors <p>Proposal Review/Selection Committee as defined by Appendix 2</p> <ul style="list-style-type: none"> - Consider all proposals to maximum extent practical - Use written method to conduct technical evaluations of the proposals - Award contract to bidder with most advantageous proposal, considering price and other factors as defined by Appendix 5 rubric - Award fixed price or cost-reimbursement contract

Appendix 2
City Procurement Procedures

A. New Contract/Purchase Order

1. City Purchaser determines the applicable and appropriate procurement method.
 - a. If micro-purchase or small purchase methods are appropriate, conduct procurement as outlined in the Policy and retain appropriate documentation of quotes and vendor selection, etc. If prior approval is required for the purchase, refer to step 2.
 - b. If sealed or competitive bid methods are required, complete steps 2 through 5.
2. If funding source approval is required, work with CFO or designee to obtain. Depending on the procurement method used, City Purchaser completes Bid Form and submits to the President as part of the approval process.
3. City Purchaser, in consultation with accounting and legal departments as needed, formalizes the bid packet and submits it to the President to post to City [website] for prospective vendors to access after completing a short registration.
4. Depending on company thresholds or minimum requirements set for approval, City Purchaser either makes the procurement decision or presents all bid responses to the appropriate committee or personnel.
5. If a purchasing committee is involved, it makes a recommendation on awarding the bid to the CFO. Bid award is reviewed and a final decision made by the CFO.

Appendix 3

Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Appendix II of 2 CFR Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Name of Vendor, Contractor, or Subgrantee: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

Appendix 4

"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix 5
Example RFP Decision Rubric

Architectural Design Services		Category Weight	Weight
Category 1	Deliverables	20	
	Adequacy, clarity and completeness of response		10
	Project plan - technical approach to the project		10
Category 2	Price	30	
	Total proposal cost		25
	Additional cost factors		5
Category 3	Capacity	20	
	Number of employees dedicated to project		5
	Past performance on similar size projects		10
	Financial stability		5
Category 4	Company Expertise	30	
	Expertise level of project members		10
	Experience on related projects		10
	Has firm shown innovative designs on past projects		10
TOTAL		100	

Instructions:

Step 1: Add factors in the decision in column B

Make sure you copy formulas if you add rows.

Step 2: Change weights so that they add to 100 (see below cat weight column)

This forces you to understand how important these elements are to you relative to each other.

Step 3: Fill out areas with scores from 1-10

Note for negatives, reverse your thinking (so a high score on negative like risk means it's not risky).

Use category weight subtotals to help guide your weighting.

Note that as you do, the weighted averages are shown as subtotals and absolute totals along the bottom.

Resulting scores are shown at the bottom of each opinion.