



## Agenda

City Council Meeting  
20 Second Avenue SW, Oelwein  
6:00 PM

June 12, 2023  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Lynda Payne

**Council Members:** Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

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**Pledge of Allegiance**

**Call to Order**

**Roll Call**

**Additions or Deletions**

**Citizens Public Comments** - See Guidelines for Public Comments Below

**Consent Agenda**

- [1.](#) Consideration of a motion to approve the May 22, 2023 minutes.
- [2.](#) Consideration of a motion to approve the 2023-2024 Cigarette/Tobacco Perming Renewal for Dollar General #2328.
- [3.](#) Consideration of a motion approving the AECOM Invoice # 2000765110 in the amount of \$ 8,113.45 for the Airport Repavement Project.
- [4.](#) Consideration of a motion approving the Class 'C' Retail Alcohol License for Hacienda Del Rio.

**Resolutions**

- [5.](#) Consideration of a Resolution amending the Oelwein Personnel Policy Manual.
- [6.](#) Consideration of a resolution to approve Pay Application No. 2 in the amount of \$311,308.55 to Matt Construction, Inc for Plaza Park Improvements Project.
- [7.](#) Consideration of a Resolution approving Streets Improvements with Fayette County for Outer Road SS4A Project in the amount of \$33,650.
- [8.](#) Consideration of a Resolution to accept the 2022-2023 Airport Runway, Taxiway and Apron Pavement Rehabilitation Project.
- [9.](#) Consideration of a corrective resolution regarding the direction of the sale of the city's interest in 815 4th Ave SW, Oelwein, Fayette County, Iowa.

- [10.](#) Consideration of a Corrective Resolution regarding directing the sale of the City's Interest in 123 6th Ave NE, 145 2nd Ave NW, 149 2nd Ave NW, 202 4th Ave NW, 205 3rd Street NW, 206 4th Ave NW, 210 4th Ave NW, and 602 2nd Ave NE, Oelwein, Fayette County, Iowa.
- [11.](#) Consideration of a resolution directing the sale of the City's Interest in Parcel AD and AE (20 and 24 2nd Ave NW), Oelwein, Fayette County, Iowa.

#### **Motions**

- [12.](#) Consideration of a motion to seek bids on Reed Bed Expansion and EQ Basin Liner Replacement project.
- [13.](#) Consideration of a motion to set a public hearing on July 24, 2023 at 6:00 PM at Oelwein Council Chambers for the Reed Bed Expansion and EQ Basin Liner Replacement project.
- [14.](#) Consideration of a motion approving a Beer Mile Athletic Event for Ampersand Taproom on July 15, 2023.
- [15.](#) Consideration of a motion to approve Change Order No.3 for Plaza Park Improvement Project with Matt Construction Inc. in the amount for \$19,900 for sod.
- [16.](#) Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Development Committee's recommendation on the Italian Heritage Days \$600.00 Hotel/Motel Funding Request.
- [17.](#) Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Development Committee's recommendation on the Williams Center for the Arts \$1,500.00 Hotel/Motel Funding Request.

#### **Committee Reports**

- [18.](#) Report from Stewart on Airport Board Minutes.

#### **Council Updates**

#### **Mayor's Report**

#### **City Administrator's Report**

- [A.](#) City Administrator's Report.

#### **Executive Session**

2. Consideration of a motion to go into closed session in accordance of Iowa Code 21.5 Section 1 to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Consideration of a motion to return to regular session.

- [3.](#) Consideration of a resolution amending the City Administrator's contract.

#### **Adjournment**

- [iv.](#) Additional Information.

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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
May 22, 2023 - 6:00 PM

## Pledge of Allegiance

## Call to Order

Mayor DeVore called the meeting to order at 6:00 PM.

## Roll Call

**Present:** Stewart, Weber, Payne, Lenz, Garrigus, Seeders

**Also Present:** Mayor DeVore, City Administrator Mulfinger (excused himself 6:18 PM),  
City Clerk Rigdon

**Absent:** NA

## Additions or Deletions

A motion was made by Weber, seconded by Lenz to adopt the agenda as presented.

All aye. Motion carried.

1. Recognition by Oelwein City Council on the retirement of Vic Kane after 41 years of service to the City of Oelwein and the community.

Mayor DeVore presented a plaque and jacket to Vic Kane on his retirement after 41 years of service to the City of Oelwein and the community.

## Citizens Public Comments

County Supervisor Janell Bradley spoke about her concerns regarding the resolution creating dispatch for Oelwein. Bradley stated the resolution in her opinion has several false statements and the supervisors were still open for negotiations. Bradley was disappointed in the resolution as the city and county have worked together in many aspects of the community.

Seeders asked if the county was open to negotiate the rate. Bradley said the supervisors will not negotiate price.

Weber asked for specific details justifying why the supervisors went from \$25,000 to \$104,000. Bradley answered the county has had prices increase in all aspects of public safety.

Seeders asked why the provided list of city's questions have never been answered. Bradley stated the county was not interested in taxing for the price increases.

Bradley stated a committee was formed and provided a recommendation that Oelwein did not follow.

Weber asked again, why the city could not get answers to their questions. You've had 2 years to negotiate this. Bradley said she was not on the committee and was not the chair at the time.

Mulfinger informed Bradley that the county would benefit as a whole from dispatch improvements and placing that cost solely to Oelwein is not justifiable.

Fayette County Sheriff Martin (Marty) Fisher spoke about the fees and how they related to calls for service and tax valuations.

Mayor DeVore questioned how the calls for service were quantified and if 911 was taken out of those calls. He requested the breakdown and has not received it.

Weber questioned why the City of Oelwein was not receiving radios as part of the radio project. He also asked the Sherriff how much the radio project was over budget.

Fisher said he was told the Oelwein Fire Department Radios were only 4 years old and up-to-date and did not need replaced. Weber responded the radios are 10 years old.

### Consent Agenda

2. Consideration of a motion to approve the May 8, 2023 minutes.
3. Claims Resolution in the amount of \$985,770.09.
4. Consideration of a motion to approve the Class 'C' Alcohol License for Leo's Italian Restaurant.
5. Consideration of a motion to approve the Special Class C Retail Alcohol License for Oelwein Chamber and Area Development, Inc.
6. Consideration of a motion to approve 2023-2024 Cigarette/Tobacco Permit Renewals.
7. Consideration of a motion approving the AECOM Invoice # 2000754826 in the amount of \$ 7,778.25 for the Airport Repavement Project.

A motion was made by Seeders, seconded by Weber to approve the consent agenda.

All aye. Motion carried.

### Public Hearing

8. Public Hearing on the Status of Funded Activities for the City of Oelwein Public Facilities Project on May 22, 2023 at 6:00 PM at the Oelwein Council Chambers.

Mayor DeVore opened the public hearing.

Diana Johnson, Upper Explorer Regional Planning Commission, read the following regarding the Depot Park, formerly known as Plaza Park:

#### CITIZEN PARTICIPATION REQUIREMENTS

To comply with the participation requirements of Section 508 of the Housing and Community Development Act of 1987, local government applicants and recipients must do the following:

- 1) Conduct at least one public hearing on the status of funded activities. The hearing on the status of funded activities must include a review of:

(a) a general description of accomplishments to date:

The total project is approximately 54% complete. The previous plaza building has been demolished, along with removal of the asphalt, fencing and concrete planters. The contractor has also completed several items of the excavation work, installed sewer and water, and is working on pavement and landscaping improvements.

(b) a summary of expenditures to date:

The latest pay estimate is current through May 10, 2023, and indicates that Community Development Block Grant CV (CDBG-CV) reimbursable expenditures to date are at \$348,967.41 in terms of total project completed. This includes the expenditures of contractor work of \$328,226.64 and administrative expenditures of \$20,740.77. The total CDBG-CV expenditures requested-to-date is at 47%. Of the total



spent, grant funds received include \$213,048.76 and local match expenditures include \$135,918.65. There are still \$236,436 in grant funds available to draw down, which includes \$232,177 in repair needs and administration of \$4,259.23.

(c) a general description of remaining work:

Remaining work includes finishing some earthwork, installing electrical service and festoon lighting, pouring the pavement for walkways, seeding and fertilizing, planting trees and installing the shade structure and play features.

(d) a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries:

Since the CDBG end date was set for May 31, 2023, and the project is currently at 54% completed, the city has submitted a request to the Iowa Economic Development Authority (IEDA) for a one-year extension of the timeline of these COVID-19 funds. The city does not foresee any other changes in project scope, location, objections, or beneficiaries and expects all funds to be depleted and used before the new May 31, 2024, CDBG-CV deadline.

For more information on this project, feel free to contact Diana Johnson, Upper Explorerland Regional Planning Commission, 563-419-6104.

Mayor DeVore closed the public hearing.

9. Public Hearing amending the Fiscal Year 2022-2023 budget on May 22, 2023 at 6:00 PM at the Oelwein Council Chambers.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

### Ordinances

10. Consideration of an Ordinance amending Zoning Section 401.1 (Fencing Regulations), Section 202.2(4), and 203.2(4) (Setback Regulations). - Third and Final Reading.

A motion was made by Stewart, seconded by Weber to adopt Ordinance No. 1207.

Ayes: Stewart, Weber, Payne, Lenz, Garrigus, Seeders

Nays: NA

Motion carried.

### Resolutions

11. Consideration of a Resolution reestablishing the Oelwein Dispatch Center.

Mayor DeVore asked if council had any further questions and no one responded.

A motion was made by Stewart, seconded by Weber to adopt Resolution No. 5412-2023.

Ayes: Stewart, Weber, Payne, Lenz, Seeders

Nays: Garrigus

Motion carried.

- 12. Consideration of a Resolution amending the Fiscal Year 2022-2023 Budget.

A motion was made by Stewart, seconded by Seeders to adopt Resolution No. 5413-2023.

Ayes: Stewart, Weber, Payne, Lenz, Garrigus, Seeders

Nays: NA

Motion carried.

- 13. Consideration of a Corrective Resolution Regarding Directing the Sale of the City’s Interest 34 5th Ave SE, 418 7th Ave SE, And 219 Lincoln Dr. NE, Oelwein, Fayette County, Iowa.

A motion was made by Payne, seconded by Weber to adopt Resolution No. 5414-2023.

Ayes: Stewart, Weber, Payne, Lenz, Garrigus, Seeders

Nays: NA

Motion carried.

**Motions**

- 14. Consideration of a motion to pursue Iowa Thriving Community designation by the state of Iowa.

Diana Johnson, Upper Explorer Regional Planning Commission, explained this is not a grant but a designation that could lead to extra points for developers.

A motion was made by Seeders, seconded by Weber to approve the pursuit of an Iowa Thriving Community designation by the state of Iowa. All aye. Motion carried.

- 15. Consideration of a motion approving the grant writing services for the Thriving Community Designation Application from Upper Explorerland Regional Planning Commission in the amount of \$1,000.00.

A motion was made by Stewart, seconded by Garrigus to approve the grant writing services for the Thriving Community Designation Application from Upper Explorerland Regional Planning Commission in the amount of \$1,000.00. All aye. Motion carried.

- 16. Consideration of a motion to approve Pay Application No. 2 to Farhner Asphalt in the amount of \$40,024.59 for the Airport Repavement Project.

A motion was made by Stewart, seconded by Garrigus to approve Pay Application No. 2 to Farhner Asphalt in the amount of \$40,024.59 for the Airport Repavement Project.

All aye. Motion carried.

- 17. Consideration of a motion to approve Final Change Order No. 1 to Farhner Asphalt in the amount of -\$494.46 for the Airport Repavement Project.

A motion was made by Stewart, seconded by Seeders to approve Final Change Order No. 1 to Farhner Asphalt in the amount of -\$494.46 for the Airport Repavement Project.

All aye. Motion carried.

- 18. Consideration of a motion to award the Pool Backwash Drain Improvement bid to Bacon Concrete, LLC in the amount of \$173,173.33.

Bacon Concrete, LLC	Postville, Iowa	\$173,173.33
Shift Companies	Waterloo, Iowa	\$198,588.80
Blazek Corporation	Lawler, Iowa	\$285,169.25

Joshua Johnson, Parks Superintendent, reported the city received a \$126,750.00 grant from Northeast Iowa Charitable Foundation for pool upgrades.

A motion was made by Weber, seconded by Garrigus to award the Pool Backwash Drain Improvement bid to Bacon Concrete, LLC in the amount of \$173,173.33.

**Committee Reports**

- 19. Report from Payne on the Library Board Meeting minutes.  
For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>
- 20. Report from Garrigus on the Park and Recreation Commission minutes.  
For full minutes, please visit: <https://www.cityfoelwein.org/bc-parks/page/parks-and-recreation-4>

**Mayor's Report**

Mayor DeVore stated 27 South Frederick court date is May 24. Council is still waiting on an update from the City Attorney.

**Adjournment**

A motion was made by Weber, seconded by Lenz to adjourn the meeting at 6:44 PM.

All aye. Motion carried.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held May 22, 2023 and copy of said proceedings was furnished to the Register May 24, 2023.

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

## IMPORTANT REMITTANCE INFORMATION

**Please include the AECOM invoice number when sending payment**

**INVOICE NUMBER: 2000765110**  
**Invoice Date: 08-JUN-23**  
**Invoice Due Date: 08-JUL-23**  
**Amount Due: \$8,113.45 USD**  
**Project Number: 60684307**

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department  
[CashAppsRemittance@aecom.com](mailto:CashAppsRemittance@aecom.com)

Check Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 1178 Payscale Circle  
 Chicago, IL 60674

ACH Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 Bank of America  
 Account Number 5800937020  
 ABA Number 071000039

Wire Transfer Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 Bank of America  
 New York, NY 10001  
 Account Number 5800937020  
 ABA Number 026009593  
 SWIFT CODE BOFAUS3N



501 Sycamore Street, Suite 222, Waterloo, IA 50703  
 Tel: 319-232-6531  
 Fax: 319-232-0271

Federal Tax ID No. 95-2661922

**ATTN : DYLAN MULFINGER**  
**CITY OF OELWEIN**  
**20-2ND AVENUE S W**  
**OELWEIN, IA 50662**  
**United States**

**Invoice Date: 08-JUN-23**  
**Invoice Number: 2000765110**

**Payment Term: 30 DAYS**

*Please reference Invoice Number and Project Number with Remittance*

**Project Number : 60684307**  
**Bill Through Date : 06-MAY-23 - 02-JUN-23**  
**Project Manager: David Hughes**  
 Agreement Dated 04/25/2022

**Project Name : OLZ Pavement Rehab CRS**

<b>Labor Multiplier</b>							
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Raw Cost</u>	<u>Billed Amt</u>	
Bernhardt, Mary E	Project Support	12-MAY-23	1.00	36.84	36.85		
Bernhardt, Mary E	Project Support	19-MAY-23	1.00	36.84	36.85		
Droste, Jason J	CAD/GIS Operator	19-MAY-23	8.50	33.06	281.01		
Hughes, David B	Senior Professional	12-MAY-23	8.00	98.12	784.96		
Hughes, David B	Senior Professional	19-MAY-23	9.00	98.12	883.07		
Hughes, David B	Senior Professional	26-MAY-23	4.00	98.12	392.48		
Hughes, David B	Senior Professional	02-JUN-23	1.00	98.12	98.12		
Nop, Katherine (Katherine)	Professional	12-MAY-23	13.00	30.70	399.17		
<b>Total Labor Multiplier</b>			<b>45.50</b>		<b>2,912.51</b>	<b>2,912.51</b>	
<b>OverHead Markup</b>						<b>3,740.54</b>	
<b>Labor CPFF Total</b>						<b>6,653.05</b>	
<b>Unit Billing</b>							
<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>				<u>Billed Amt</u>	
Vehicle mileage charges	US ACM ZERO AP	11-MAY-23				97.60	
Vehicle mileage charges	US ACM ZERO AP	25-MAY-23				135.59	
<b>Total Unit Billing</b>						<b>233.19</b>	
<b>Reimbursable</b>							
<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>				<u>Billed Amt</u>
Mileage	Hughes, David B	18-MAY-23	EXP8969489				229.25
<b>Total Reimbursable</b>						<b>229.25</b>	
<b>Lump Sum</b>							
<u>Description</u>						<u>Billed Amt</u>	
Fixed Fee Labor						997.96	
<b>Total Lump Sum</b>						<b>997.96</b>	
<b>Project Total : OLZ Pavement Rehab CRS</b>						<b>8,113.45</b>	

**Invoice Summaries**

Total Current Amount :	8,113.45
Retention Amount :	0.00
Pre-Tax Amount :	8,113.45
Tax Amount :	0

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**Invoice Summaries**

Item 3.

**Total Invoice Amount :**

**8,113.45**

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**Billing Summaries**

**Billing Summary**

	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	8,113.45	37,422.90	45,536.35	52,500.00	6,963.65
Tax	0.00	0.00	0.00		
<b>Billing Total :</b>	<u>8,113.45</u>	<u>37,422.90</u>	<u>45,536.35</u>		



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HACIENDA DEL RIO, INC	HACIENDA DEL RIO	(515) 783-4014		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
101 South Frederick Avenue		Oelwein	Fayette	50662
MAILING ADDRESS	CITY	STATE	ZIP	
1930 S GILBERT ST PO BOX 387	IOWA CITY	Iowa	52244	

## Contact Person

NAME	PHONE	EMAIL
RICHARD ARTHUR	(319) 339-4200	richard@taxmex.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044614	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2023	June 30, 2024	

### SUB-PERMITS

Class C Retail Alcohol License



## PRIVILEGES

Outdoor Service

## Status of Business

## BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
SANJUANA RAMIREZ	Independence	Iowa	50644	PRESIDENT	100.00	Yes
Richard Arthur	Oelwein	Iowa	50662			
Richard Arthur	Solon	Iowa	52333			

## Insurance Company Information

## INSURANCE COMPANY

Illinois Casualty Co

## POLICY EFFECTIVE DATE

July 1, 2023

## POLICY EXPIRATION DATE

July 1, 2024

## DRAM CANCEL DATE

## OUTDOOR SERVICE EFFECTIVE DATE

## OUTDOOR SERVICE EXPIRATION DATE

## BOND EFFECTIVE DATE

## TEMP TRANSFER EFFECTIVE DATE

## TEMP TRANSFER EXPIRATION DATE



RESOLUTION NO. \_\_\_\_\_-2023

Resolution Amending the Oelwein Personnel Policy Manual

WHEREAS, the City Administrator has worked with council in several work sessions to determine the appropriate changes that are in the best interest of the organization and the community; and

WHEREAS, the following changes shall be made and effective July 1, 2023. Pool passes shall be effective for the 2024 pool season. Verbatim changes can be found in the manual.

- 1. Policy 2 Definitions
  - a. Added further explained below for spouse
  - b. Added common law marriage language
- 2. 7.14 Social Media Policy
  - a. Added TikTok for a social media site
- 3. 7.15 Discrimination, Harassment, and Retaliation
  - a. Update Section A paragraph three to reference 7.15, not 7.14c
- 4. 10.2 Resignations
  - a. Added language for when an employee resigns
  - b. Does not allow employees in poor standing
- 5. 12.2 Complaint Procedure
  - a. Removed City Attorney from complaint process
- 6. 13.1 City Observed Holidays
  - a. Adding Juneteenth, June 19, to the Holiday list for fulltime employees
  - b. Add language for part time employees at the city
- 7. 13.3 Holiday Pay Administration
  - a. Cleaned up the holiday pay process for new employees
- 8. 14.1 section B
  - a. Vacation will be changed to the following:

Proposed	Days	Hours
Service over one (1) year	5	40
Service over two (2) years	10	80
Service over five (5) years	15	120
Service over ten (10) years	20	160
Service over fifteen (15) years	25	200

- 9. 14.1 section B
  - a. Add bullet point to clarify employees on older contracts that receive one extra vacation day over years worked past 21 years.

- i. Union and Nonunion fulltime employees prior January 1, 1990 shall receive one year additional vacation day per year for each year worked over 21 years

10. 15.1 General Provisions

- a. Newly hired probationary employees will accrue sick leave the same as regular employees, but sick leave pay shall not be authorized for the first 120 days of employment, as stated above in Section 6.3(B).

11. 15.1 General Provisions

- a. Change shall to can in the first paragraph to read:
  - i. Illness or injury occurring while an employee is on vacation can not be changed to sick leave during the duration of the vacation period unless notification of the matter is received by the immediate Department Head as soon as possible and said sickness is substantiated by an approved health care provider's signed and dated certification.

12. 15.3 Notice Requirements

- a. Change Human Resource Coordinator to City Clerk

13. 16.4 Funeral/Bereavement Leave

- a. In case of death in the immediate family (other than a spouse, child or parent), a regular full-time employee shall be granted a leave of absence with pay for a period not to exceed three (3) workdays. In case of death of a spouse, child, or parent a regular full-time employee shall be granted a leave of absence with pay for a period not to exceed five (5) workdays. To be eligible for paid funeral leave an employee must have completed their probationary period. Employees may be required to submit proof of death and/or relationship

14. 16.5 Personal Day

- a. Clean up language on using personal days on or before July 1.

15. 18.1 Uniforms

- a. Provides uniforms to part time workers boots after a successful season
- b. Provides uniforms to guards who complete a season

16. 18.4 Education Allowances

- a. Employees reimburse the city for all failed certifications

17. 18.6 City Pool Pass

- a. The City Shall provide a pool pass for the employee and their respective family to full time employees after a successful probationary period. The pass shall also be provided to part time employees, volunteer fire fighters, and reserve police officers after a successful season or year of employment with the city.

18. 19.2 Overtime

- a. F clarify for actual hours worked

19. 19.3 Compensatory Time

- a. If additional hours over forty (40) hours per week are not true overtime hours worked, the hours must be paid out to the employee as straight time during that pay period and cannot be added to the employee's compensatory time bank.

20. 22.4 Drug and Alcohol Use/Abuse/Testing

- a. 6 C. Change Supervisor to City Clerk

21. 23.1 Employee Wellness Center Membership

- a. Changes to part time employee membership

- b. Added 24 access for employee from salary resolution
22. 24 Purchasing Policy
- a. Reference new policy

WHEREAS, these changes will help retain and recruit new employees to the organization; and

WHEREAS, council reviewed these changes in the spring of 2023 and provided direction to staff to incorporate them into the new personal manual; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa amends the Personnel Policy Manual.

Passed and approved this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13, 2023.

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



## **CITY OF OELWEIN**

### **PERSONNEL POLICY MANUAL**

ADOPTED 12/8/1986 (Resolution #3523)  
REVISED 9/28/1987 (Resolution #3548)  
REVISED 5/8/1989 (Council Motion)  
REVISED 4/8/1981 (Resolution #3642)  
REVISED 5/6/1996 (Resolution #3908)  
REVISED 3/24/2008 (Resolution #4504)  
REVISED 11/20/2012 (Resolution #4714)  
REVISED 3/11/2013 (Resolution #4731)  
REVISED 4/22/2013 (Resolution # 4735)  
REVISED 9/14/2015 (Resolution #4845)  
REVISED 6/24 /2019 (Resolution #5099-2019)

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## POLICY 1 -- GENERAL PROVISIONS

### 1.1 Purpose

This Personnel Policy Manual (“manual”) is provided for informational purposes only. The manual’s purpose is to establish a system of personnel administration based on merit principles and objective methods governing the recruitment, examination, hiring, appointment, promotion, transfer, layoff, removal, discipline, and welfare of City employees, as well as for other facets of City employment. The City retains the exclusive right to change, add to, eliminate or modify any policies in this manual at any time at its discretion with or without notice.

### 1.2 Coverage and Amendment of the Manual’s Policies

(A) The manual’s policies shall cover all employees in the classified service. In addition to these policies, commissioned and sworn personnel of the police and fire departments are regulated by State law and rules of the Civil Service Commission. Therefore, any rules or statutes adopted by the State of Iowa or the federal government, or rules of the Civil Service Commission, or any union or other contracts which conflict with these policies shall take precedence. This manual serves only as a guideline for personnel matters that ordinarily will be followed but is subject to change at any time.

(B) Personnel policies set by the Police Department, Fire Department, Utility Department or the Library Board take precedent over this manual.

(C) Any official, employee, or citizen who feels that these policies impose an unnecessary hardship on them or that the efficiency of the City can be improved by amendment to these policies may consult with their Department Head or the City Administrator.

(D) The manual’s policies may be amended by a resolution adopted at any regularly scheduled meeting of the City Council.

(E) This manual is not to be construed as an employment contract, express or implied, or as a promise that the employee will be employed for any specific period of time. Employees may resign their employment at any time and for any reason, and the City reserves the same right to terminate any individual’s employment at any time and for any reason. Nothing in this manual changes the at-will nature of an employee’s employment with the City.

### 1.3 Political Activity

(A) No person in the classified service, or seeking admission thereto, shall be appointed, promoted, demoted, removed, advanced, or limited on any basis or for any reason other than qualification, merit, fitness for the service or lack thereof. Any such action shall be taken wholly without favoritism or discrimination.

(B) No person shall use his/her City position to secure favorable treatment or privileges for either himself/herself or any other person.

(C) No employee of the City shall engage in any political activity while on duty nor shall an employee solicit any monetary contribution to the campaign funds of any political organization while on duty.

(D) No employee shall become a candidate for nomination to any elective office within the Oelwein City government without first obtaining a leave of absence. An employee becomes a candidate for a partisan elective office by the filing of petitions or by the action of a caucus or convention or by payment of a filing fee. When an employee is elected to any partisan position other than precinct committee positions, he/she shall at once resign from his/her position as a City employee.

(E) A City employee may become a candidate for public office within the Oelwein City government in a non-partisan election. In cases where the employee is a candidate for the position of Mayor or City Council person, he/she shall at once obtain a leave of absence. If an employee is elected to the position of Mayor or City Council person, he/she shall at once resign from his/her position as a City employee.

(F) City employees may not use City resources in order to campaign for office, including, but not limited to, City phones, computers, email, tablets, postage and the like.

(G) No City employee may distribute campaign stickers, posters or literature on City-owned property. Streets and sidewalks not adjacent to City-owned buildings are exempt from this provision.

(H) Nothing in this section shall be construed to prevent the exercise of the rights of City employees as citizens to express their opinions on matters of public concern and to cast their votes.

#### 1.4 Unlawful Acts Prohibited

(A) No person shall willfully or corruptly make any false statements, certificate mark, rating, or report in regard to any test, certification or appointment held or made under these policies; or in any manner commit or attempt to commit any fraud preventing the impartial execution of the City's personnel policies contained in this manual.

(B) No person seeking appointment to, or promotion in the City service shall directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with their test, appointment or promotion whether actual or proposed.

(C) No employee or other person shall defeat, deceive or obstruct any person in their right to examination, eligibility, certification or appointment under these policies, or furnish to any person any confidential information for the purpose of affecting the rights or prospects of any person seeking employment with the City.

#### 1.5 Equal Employment Opportunity/Non-discrimination

(A) The City shall promote and afford equal treatment and service to all citizens. It is the City's policy to afford equal opportunity to qualified individuals on the basis of their qualifications, interests and aptitude, and without unlawful regard to race, religion, creed, color, sex, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information, or any other characteristic protected by local, state or federal law. This policy applies to all terms, conditions and privileges of employment, including, but not limited

to, recruiting, hiring, training, testing, transfers, promotions, benefits and termination or demotion. The City shall operate within the principles of equal employment opportunity and affirmative action guidelines set forth in federal, state and local laws and regulations.

(B) The City will cooperate fully with all organizations and Commissions organized to promote fair practices and equal employment opportunity.

(C) Applicants and employees who have a mental or physical disability shall not be disqualified from the terms, conditions and privileges of employment, unless such disability effectively prevents the performance of essential functions required by the position and which are bona fide occupational qualifications that cannot be reasonably accommodated.

(D) If an applicant or employee believes that they are subject to discrimination, the individual should use the complaint procedure outlined in the City's policy below in Section 7.14(C).

## **POLICY 2 -- DEFINITIONS**

The following words and phrases when used in these policies have the following meaning, unless otherwise clearly indicated in context:

**CLASS:** A group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience, or skill and such other characteristics that the same title, tests of fitness, and range of compensation have been or may be applied to each position in the group.

**CLASS TITLE:** The official title used for all personnel and payroll processes. Working titles may be used for all other purposes.

**CLASSIFIED SERVICES:** All positions not specifically included in the exempt list of positions. A "classified position" is a position in the classified service.

**DEMOTION:** A change in the rank of an employee from a position in one class to a position in another class having a lower pay grade.

**ELIGIBLE:** This refers to a person who has made a passing score on any examination required under these policies and who is otherwise fully qualified for placement.

**EMERGENCY SERVICES PERSONNEL:** Police officers (including reserve), fire fighters (including volunteer), and persons providing Emergency Medical Services, as defined by Iowa Code Section 147A.1.

**EMPLOYEE:** Any person appointed to or hired for a position in the City services for which he/she receives compensation on a full-time or part-time basis.

**EXEMPT POSITION:** Any employee who, pursuant to the Fair Labor Standards Act, does not qualify for overtime and is "exempt" from its provisions.

**IMMEDIATE FAMILY:** This shall be construed to mean father, mother, spouse (defined below), son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, stepfather, stepmother, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, brothers, sisters, grandparents, grandparents-in-law, and grandchildren.

**NON-EXEMPT POSITION:** Any employee, who, pursuant to the Fair Labor Standards Act, qualifies for overtime pay.

**POSITION:** An office or employment requiring the services of an individual. May be either full-time, part-time or temporary, occupied or vacant.

**PROMOTION:** Any change in rank of an employee to a class having a higher pay grade.

**PROVISIONAL EMPLOYEE:** A temporary employee appointed to fill a position because no certified qualified applicants are available. Such appointment shall be valid only until candidates have been properly examined, certified, qualified and appointed. Under no circumstances shall a provisional appointment exceed six (6) months duration.

**RE-EMPLOYMENT LIST:** A list of former employees eligible for rehire. Employees laid off through a reduction in force shall be placed on this list for a period not to exceed one year. Other employees that have been terminated in good standing shall also be eligible for this list as the situation warrants.

**RESIDE:** Reside shall mean the dwelling or place of residence where an employee actually lives and from which the employee will normally depart to travel to his/her place of employment with the City.

**RESIDENCY/PLACE OF RESIDENCE:** That place which the employee declares his/her home for voting purposes or has declared as his/her homestead for state tax purposes. A home, dwelling or apartment owned or rented by an employee, but not actually occupied by an employee during his/her customary hours of sleep shall not be considered to be the employee's place of residence.

**RETIREE:** An employee who is eligible for retirement in accordance with the Social Security Act and/or the Iowa Public Employees' Retirement System (IPERS) as outlined in Chapter 97B of the Code of Iowa.

**VOLUNTARY RESIGNATION:** Any employee who leaves the City service and has fulfilled all obligations and met all criteria for this classification. Such an employee would have given two weeks' notice and left under favorable conditions.

**INVOLUNTARY RESIGNATION:** Any employee who fails to meet criteria established under these policies, including one that fails to give proper notice, is in debt to the City, or resigns in lieu of termination. Anyone fired shall leave "not in good standing".

**SENIORITY:** A status of higher standing and greater privilege attained by length of continuous employment. (See Section 20)

**SPOUSE:** Someone's spouse is the person to whom they are married (their partner in marriage), including a husband or a wife, considered in relation to their partner. Upon documentation with the City, "spouse" may include a common law spouse, where the employee and their partner meet the following criteria: (1) employee and their partner have an agreement that they are married, (2) employee and partner live together continuously as spouses for multiple years, (3) employee and partner present themselves publicly as a married couple, including but not limited to identifying the other person to third parties as their spouse (or husband or wife) and providing them the benefits of a spouse (sharing joint property, naming the other as a beneficiary on various legal documents, etc.).

**TERMINATION, INVOLUNTARY:** An employee discharged from the City's employ not of his/her own will.

**TRANSFER:** A movement of an employee from one position to another having a similar pay grade whether it is in the same class or a different class.

### **POLICY 3 -- ADMINISTRATION OF THE CLASSIFICATION PLAN**

#### **3.1 Classification of Positions**

All positions in the classified service shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities, and the same rate of compensation are applicable thereto.

#### **3.2 Preparation and Content of Class Specifications**

Class specifications shall be prepared by the City Administrator or his/her designee and approved by the City Administrator, defining the duties and responsibilities of all positions and the minimum entrance qualifications for successful performance. In addition to the specific qualifications as set forth in the class specifications, it shall be understood that all positions require as essential job functions: the ability to read, write, speak, and understand the English language and to follow written and oral instructions; ability to get along with others, thoroughness, accuracy, sobriety, integrity, loyalty, and orderly behavior.

#### **3.3 Allocation of New Positions**

The City Administrator shall study the duties and responsibilities of each new position as it is created and, on the basis of the City Administrator's study, allocate it to the appropriate class.

#### **3.4 Changes in Duties and Responsibilities**

Department Heads may propose to the City Administrator any significant change in the duties and responsibilities of a position reporting to them, including but not limited to the modification, addition or deletion of essential job duties. The City Administrator shall review and approve if the proposed changes are permanent and require reclassification.

#### **3.5 Class Titles and Codes**

(A) Each of the standard titles specified in this Classification Plan is used to identify a class of positions and shall be used also to identify each individual position of the class.

(B) The class titles are generally indicative of the work of the class and the level of its importance and responsibility.

(C) The Roman numerals affixed to titles in one subseries have no relation to those in titles of another subseries, and different titles with the same Roman numerals may properly be at different grade levels.

(D) The class title and/or code shall be used to designate positions or employees in all budget estimates, payrolls, personnel records, reports and other official records, and in internal correspondence or other communications relative to personnel administrative processing.

(E) For purposes of external relations, or other purposes not relating to personnel administration, any suitable organizational title, or other title now in common use, may be continued; provided that such title is not similar to, or may be confused with, any standard class title other than the one by which the position involved is officially designated.

### 3.6 Interpretation and Use of Class Specifications

(A) The class specifications are mainly descriptive and not restrictive, except as to the minimum qualification requirements specified therein. The inclusion of particular expressions of characteristics or examples of duties shall not exclude others of similar kinds and quality.

(B) Any employee may be required by competent authority to perform any of the duties described in the class specification, any other duties which are of similar kind and quality, and any duties of lower classes in the same occupational series or in other series which have similar characteristics.

(C) In determining the class to which a position should be allocated, each class specification shall be considered as a whole, giving consideration to the general characteristics, specific examples of duties, responsibilities, education and experience requirements, knowledge, skills, and abilities, and relationships with other classes.

(D) The qualification statements in each class specification establishes minimum requirements that must be met by any individual before he/she may be considered for appointment or promotion in the classified service. Common alternative combinations of education, training or experience, are specified in the class specifications. However, other combinations may be qualifying if deemed equivalent by the City Administrator.

## **POLICY 4 -- RECORDS AND REPORTS**

### 4.1 Personnel Forms

The City Administrator shall prescribe forms to be used and properly maintained by all persons handling such records. All personnel actions and status changes are to be reported to the Office of the City Administrator.

### 4.2 Leave Records

The City Clerk or his/her designee shall install and maintain a leave record showing for each City employee all leaves (paid and unpaid) earned, used and unused. Such records shall be the basis for any reports on leaves as the City Administrator may require.

### 4.3 Records on Personnel

(A) Except as otherwise provided in these policies or by Iowa law, all records on personnel pertaining to dates of employment, present and past job classifications and rates of pay shall be considered public records and may be inspected to verify employment upon application to the City Administrator during normal working hours. Any other requests for information relating to an employee's personnel records must be through the employee's signed written consent or a valid subpoena. The employee shall have the opportunity to be present when any other such information is revealed to anyone. All outside requests for employee records must be made in writing to the City Administrator.

(B) Records on personnel involving investigation correspondence and data related to the moral character and reputation of applicants for employment or employees of the City; files, statements, reports and other data in connection with and related to investigation of policy violations; and examination materials, questions, date and examination papers and records relating in any way to competitive exams and tests shall be held confidential and separate.

(C) Records on personnel involving confidential internal investigations, medical information, workers' compensation information or Family and Medical Leave Act information shall be held confidential and separate.

(D) An employee may review his/her personnel file during the normal working hours by appointment with reasonable advance notice. Said review shall occur in the presence of an individual appointed by the City to maintain the files. The City shall charge a reasonable fee for each page of a copy made by the City for the employee of an item contained in the employee's personnel file.

(E) Post-Employment Reference Check Inquiries: The City will respond to good faith reference check inquiries post-employment only with the former employee's dates of employment and titles held. A good faith reference check by a prospective employer is separate and distinct from an open records request made under Iowa Code §§ 22.7(11) and 22.15.

As an employee of the City, the employee should not under any circumstances respond to any requests for information regarding another employee unless it is part of the employee's assigned job responsibilities. If it is not, the employee shall forward the information request to his/her supervisor.

## **POLICY 5 -- APPLICATION, EXAMINATIONS, AND SELECTION**

### 5.1 Applications

(A) An application for employment must be filled out by all persons seeking City positions. Applications must be made on approved forms. Forms may be picked up at the City Clerk's office for all positions other than that of police officer and fire fighter. These shall be available at the Police and Fire Departments.

(B) Applications may require information concerning the applicant's background of training and experience, residence, physical fitness and other permissible information, including references, deemed pertinent by management.

Applications may be rejected if the applicant does not possess the minimum qualifications for the position, if the applicant cannot perform the essential functions of the position with or without reasonable accommodation, or if the applicant has made any false statement of any material fact or attempted to practice any deception or fraud in the application.

(C) The Immigration Reform and Control Act of 1986 requires the City to verify and document both the identity and employment eligibility of all persons hired after November 6, 1986. Before commencing work, employees (or re-hired employees who have not been employed by the City for three (3) years) shall complete an I-9 form and attest they are eligible for employment. The City shall examine two (2) documents presented by employees or re-hired employees establishing identity and employment eligibility. Documents which may be provided are driver's license, social security card, birth certificate or an Immigration and Naturalization "green card."

(D) Applicants for the Police and Fire Department positions must meet all requirements as established by the Civil Service Commission. Persons desiring to apply for positions on either of these departments must be citizens of the United States. Completed applications for examination must be supported by three letters of good character signed by persons familiar with the applicant and who meet other requirements as set forth by the Civil Service Commission. (See Section 21.)

## 5.2 Examinations

(A) Examinations may not be required except where specifically stated by these policies.

(B) Exams may be given to fairly test the abilities and aptitudes of candidates for the duties to be performed.

(C) Examinations may include written, oral, physical, psychological, or performance tests.

(D) Announcements of all forthcoming exams shall be published in a local paper at least two (2) weeks in advance of the test date for Police and Fire Departments.

(E) Candidates for positions on the Police and Fire Departments must take and pass all tests as established by the Civil Service Commission as follows:

(1) Examinations for original entrance into either of these departments shall be conducted on an open-competitive basis.

(2) Applicants will be required to submit to a physical examination by the City's designated health care provider. Applicants must be able to satisfy the established physical requirements with or without reasonable accommodation.

(3) All applicants for the position of police officer or fire fighter must have successfully completed a minimum of thirty (30) semester hours (45 quarter hours) of college level education or must have three (3) years of job-related experience.

## 5.3 Selection

(A) Candidates for Fire and Police positions who qualify for employment will be placed on an eligible list in the rank of the grades assigned to them by test. Ratings shall follow procedures as specified by the Civil Service Commission.

Eligible lists will be retained for a period of one (1) year from the date of posting.

(B) Selection for non-competitive exam position will be based upon merit, experience, and training. All candidates for a position will be rated fairly with the best qualified individuals gaining employment.

## 5.4 Disqualification

An applicant may be refused examination or may later be disqualified from City employment if:

(A) They are found lacking in any of the established preliminary requirements for the service for which he/she applies.



- (B) They are physically unable to perform the essential functions of the position to which he/she seeks appointment.
- (C) They are addicted to the habitual use of narcotics or intoxicating beverages.
- (D) They have been dismissed from any employment for a good cause.
- (E) They have attempted to practice any deception or fraud in their application.
- (F) Their character and employment references are found to be unsatisfactory.

#### 5.5 Nepotism

- (A) In order to avoid favoritism or the appearance of favoritism, no full or part time employee shall be employed, promoted, or transferred when as a result he/she would be directly supervising or directly supervised by a member of his/her immediate family (spouse, child, stepchild, parent, stepparent, sibling, grandparent or grandchild or in-laws). This section shall not apply to seasonal employees or volunteers, such as Fire or Police Reserves.
- (B) If two employees within the same department marry or otherwise obtain a relationship, whereby they become members of each other's immediate family, one of the employees shall be transferred to another department, if possible, without loss of pay or other benefits. Or, an alternate reporting structure may be created, if possible.
- (C) Chapter 71 of the Iowa Code shall apply when appropriate.
- (D) An exception may occur through competitive examination for original appointment or promotion.

#### 5.6 Veteran's Preference

Military experience may be a factor in the hiring or appointment decision, as provided by Iowa's Veteran's Preference law. (Iowa Code Chapter 35C)

### **POLICY 6 -- PROBATIONARY PERIOD AND PERFORMANCE EVALUATION**

#### 6.1 Nature, Duration and Purpose of Probationary Period

The Probationary period is regarded as an integral part of the employment process and is used for evaluating an employee's work, for securing the most effective adjustment of the new employee to the position and for rejecting any employee whose performance does not meet the required standards.

The first one hundred twenty (120) days of service in a position to which an employee has been employed, appointed, re-employed or reinstated under the provisions of these policies shall constitute a probationary period. The probationary period may be extended as determined by the Department Head and upon prior written notice to the probationary employee.

Provisional and temporary service in the position immediately prior to the appointment to the position without an interruption shall be counted toward the probationary period.

## 6.2 Evaluations

The functions of the employee performance evaluation are: to provide probationary employees with timely reports of their progress and to allow opportunity for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities; to provide an ongoing performance record which may be part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement; and to cause current job descriptions to be formulated and/or maintained.

Employees on probationary employment status shall be evaluated at the midpoint of such status and two weeks prior to the end of the probationary employment period, at which time the employee shall be advised of his/her status (regular or terminated).

Thereafter, all personnel shall be evaluated at least once a year. Department Heads may choose to evaluate employees more often.

When the Department Head has completed the form, they shall arrange for a conference. During the conference, the employee and Department Head will discuss each portion of the form and the relationship between the employee's performance of the job and the description of the job itself. The employee and Department Head shall strive to reach a consensus on each section and shall jointly complete the conference report. If there is a disagreement, or consensus is not achieved, the Department Head's comments shall take priority and the employee may, if he/she wishes, use an "Employee Remarks" section to respond. The Department Head signs the completed form and sends it to the City Administrator for review upon request. It is then returned to the Department Head who then allows the employee to read the completed form and sign it. The signed employee performance evaluation conference report is placed in the personnel file and will remain filed for the length of time required by law or policy.

## 6.3 Conditions and Benefits of Probationary Employees

(A) Probationary employees may be terminated at any time during the probationary period for any reason without an appeal process.

(B) Newly hired probationary employees will accrue vacation and sick leave the same as regular employees, but paid vacation shall not be authorized during the first year of employment and sick leave pay shall not be authorized for the first 120 days of employment.

(C) During a probationary period, no employee shall be granted any leave of absence without pay unless approved by his/her Department Head. Persons entering military service while still on their probationary period shall be granted leave in accordance with state and federal law, pursuant to Policy 16, Military Leave. However, upon return to City employment they must finish the remainder of their probationary period.

## POLICY 7 -- EMPLOYEE CONDUCT AND RELATIONS

### 7.1 Unauthorized Absences

(A) No employee may take time off from work without informing his/her Department Head or the Department Head's designated representative within two (2) hours of the start of the workday. Unauthorized absences will be grounds for disciplinary action. Any employee who takes three (3) consecutive days off work without notice to and/or approval from his/her Department Head or the Department Head's designated representative shall be terminated. Said employee shall not leave in good standing and shall not be reinstated.

(B) An employee who has been disciplined due to unauthorized absences and who considers themselves aggrieved may file an appeal in accordance with Section 12, Appeals and Complaints.

### 7.2 Hours of Work

(A) Work schedules, including starting times and ending times, shall be set by each Department Head with approval of the City Administration.

(B) The City and its Department Heads upon approval of the City Administrator shall set the hours of work determined to best provide the service to be rendered to the public. The hours scheduled shall not be construed as a guarantee of hours or days of work scheduled.

(1) The standard workday shall be the normal eight (8) hours a day duration for all full-time employees other than Police and Fire Department personnel. The normal work week for full-time employees shall consist of a forty (40) hour week. Working more than forty (40) hours per week when an employee is not exempt from the Fair Labor Standards Act will be considered overtime. Employees shall not accrue overtime without prior authorization from their Department Head.

(2) It is understood and agreed that the determination of the work schedules for all employees may be changed by the City, from time to time, to meet the City's requirements. It is also understood and agreed that the City shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the City.

(3) It is understood and agreed that while the City may have to modify work schedules to adequately staff each shift and to serve the public, the City agrees to give the affected employee(s) as much notice as possible of a change in the employees' schedule of hours to be worked.

(C) Questions involving hours of work or break periods (see Section 7.4 below) shall be determined by each Department Head with the approval of the City Administrator. The City Administrator retains final authority. Requests to change or alter hours shall follow Section 12.

### 7.3 Late Arrival

(A) Any employee who is late for work shall not be paid for the time absent from work at the discretion of his/her Department Head.

(B) Persistent violators of this Section shall be subject to further disciplinary action, up to and including termination.

#### 7.4 Break Periods

(A) Department Heads determine the amount and frequency of break periods within their department. However, all full-time employees shall be authorized one 15-minute paid break at a mutually convenient time.

(B) All full-time employees are permitted a 30-minute unpaid lunch break. Lunch break times will be determined by the Department Head and may fluctuate depending on circumstances.

#### (C) Worksite Breastfeeding/Expression Policy

- (1) Employees shall be provided a place to breastfeed or express their milk. An employee room is provided as a private and sanitary place for breastfeeding employees to feed their baby or express their milk during work hours. This room provides an electrical outlet and nearby access to running water. Employees may use their private office for breastfeeding or milk expression if they prefer. In facilities where there is not a designated "private room," accommodations will be made. Employees should ask the City Clerk or their immediate supervisor for more information about accommodations.
- (2) A refrigerator will be made available for safe storage of expressed breast milk. Employees may use their own cooler packs to store expressed breast milk or may store milk in a designated refrigerator/freezer. Employees should provide their own containers, clearly labeled with name and date. Employees using the refrigerator are responsible for keeping it clean.
- (3) Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression. The time may exceed the position's time allotted for lunch and breaks. For time above and beyond the position's lunch and breaks, a discussion must take place with the employee's supervisor/department head. Reasonable break time for breastfeeding will be provided for up to one (1) year, per pregnancy or longer for special circumstances.
- (4) Given the importance of breastfeeding to the infant and the mother, the City and its employees should provide an atmosphere of support.

#### 7.5 Residence

(A) Emergency services personnel shall reside within a 15-minute radius of their primary place of work. Failure to maintain this residency within the limit shall result in termination of employment.

(B) Any new full-time emergency service personnel shall have ninety (90) days after successful completion of the required probationary period to move within this residency requirement.

(C) Exceptions may be granted upon formal approval by the City Council on a case-by-case basis.

## 7.6 Change of Address

All employees must provide their Department Head with current addresses and phone numbers. Department Heads will provide the City Clerk with the current information.

## 7.7 Personal Business During Working Hours

Employees shall confine personal business to off-duty hours. However, exceptions are permitted when there is a bona fide emergency or a matter of urgency/time sensitivity.

## 7.8 Americans With Disabilities Act, As Amended

(A) If an applicant or employee has or believes he/she has a disability as defined by the Americans With Disabilities Act, as amended ("ADAAA"), and the disability requires a reasonable accommodation for the applicant or employee to perform his/her essential job functions, the applicant or employee should promptly notify the City with that information.

(B) In compliance with the ADAAA, the City will engage in the interactive process with qualified applicants or employees with disabilities to determine if a reasonable accommodation exists that will permit the applicant or employee to perform his/her essential job functions.

(C) Department Heads may request an employee to submit to a mental or physical examination by a City-approved health care provider when there is objective evidence that an employee's condition is a direct threat to the employee's own safety, the safety of the employee's coworkers or the safety of the public in accordance with the ADAAA.

(D) The examination shall be at the City's expense.

(E) Any mental or physical examination information shall be retained in a separate, confidential medical file for the employee.

(F) Such an exam shall be only for the purpose of ascertaining the employee's condition relative to his/her continued City employment.

## 7.9 Outside Employment

(A) The work of the City shall have precedence over all other occupational interests for full-time employees.

(B) No employee may perform any outside work which is, or can be interpreted to be, inconsistent with his/her City work or is detrimental to the best interests of the City. Such determination of detrimental work shall require a formal decision by the City Administrator.

(C) All employees engaged in permanent or ongoing outside employment of more than twenty (20) hours per week must provide their Department Head with the name of the employer, a work schedule and a description of the work performed.

(D) Employees may not engage in outside employment activities while on duty nor may City property be used for non-City business.

(E) Employees injured while working at their outside employment shall be ineligible for the accrual of vacation and sick leave during the duration of time absent from City employment due to the outside employment injury.

#### 7.10 Pecuniary Interests/Conflicts of Interest

(A) No employee of the City shall have a financial interest of over \$1,500 unless he/she is the low bidder, either directly or indirectly, in any contract or business with the City, except on behalf of the City in an official capacity. Special circumstances may warrant specific approval of the City Council. (Also, Iowa Code Section 362.5.)

(B) Employees have an obligation to conduct business in a way that avoids actual or potential conflicts of interest. Activities that are inconsistent, incompatible or in conflict with City employment include, but are not limited to, using city time, facilities, equipment, supplies or influence to give the employee or his/her immediate family members an advantage or pecuniary benefit that is not available to other members of the general public; activities that involve the receipt of or promise of or acceptance of money or other consideration by the employee or his/her immediate family for the performance of an act that the person would be required or expected to perform as part of his/her regular City duties; activities where a City employee directly or indirectly controls, inspects, reviews, audits or enforces the responsibility of his/her City duties over his/her immediate family members or an organization that employs or intends to employ the employee's immediate family member or in which the City employee has a financial or other interest.

(C) Employees should disclose the existence of any relationship with outside persons or entities when City employees have influence over transactions with those outside persons or entities.

(D) Failure to abide by this policy can result in disciplinary action, up to and including termination of employment.

#### 7.11 Gift Policy

In conjunction with the adoption of Iowa Code Chapter 68B, the following policy has been adopted by the Oelwein City Council:

A public official, public employee or candidate, or that person's immediate family member shall not, directly or indirectly accept or receive any gift or series of gifts from a restricted donor. A public official, public employee, candidate, or the person's immediate family member shall not solicit any gift or series of gifts from a restricted donor at any time.

(A) "Gift" shall mean anything of value exceeding \$2.99 in any given day, if the donor is in any of the following categories:

- (1) Is doing or seeking to do business of any kind with the donee's agency.
- (2) Is engaged in activities which are regulated or controlled by the donee's agency.
- (3) Has interests which may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the donee's official duty.

(4) Is a lobbyist with respect to matters within the donee's jurisdiction.

(B) However, "gift" does not mean any of the following:

- (1) Campaign contributions.
- (2) Informational material relevant to a public servant's official functions, such as books, pamphlets, reports, documents, or periodicals, and registration fees or tuition not including travel or lodging, for not more than three days at seminars or other public meetings conducted in this state, at which the public servant receives information relevant to the public servant's official functions. Information or participation received under the execution of this paragraph may be applied to satisfy a continuing education requirement of the donee's regulated occupation or profession if the donee pays all registration costs.
- (3) Anything received from a person related within the fourth degree by kinship or marriage unless the donor is acting as an agent or intermediary for another person not so related.
- (4) An inheritance.
- (5) Anything available to or distributed to the public generally without regard to official status of the recipient.
- (6) Plaques or items of negligible resale value given as recognition for public services.

The provisions of the Iowa Gift Act (Iowa Code Section 68B.21, et seq.) be adopted as applicable. That is City of Oelwein officials, employees and family members shall accept no gift of value exceeding \$2.99.

#### 7.12 Employee Dress Code/Personal Appearance

All apparel shall be selected with common sense and appropriate for the task. Apparel shall be task-oriented and appropriate to the circumstances of the situation, i.e., field inspections, off-site or on-site meetings/classes, professional conferences, etc.

Office employees are expected to follow a business casual type of dress code. When jeans are allowed to be worn, they are not to be ripped, tattered or worn out. Apparel such as spaghetti straps, low cut tops or shirts, or clothing with large graphics or logos are not considered business casual attire. Office clothing and footwear shall be clean and adequately maintained (free of holes, tears and rips).

Field employees' clothing and footwear should be appropriate for the task and weather conditions. Footwear shall be adequately maintained (free of holes, tears and rips). All employees are expected to consider safety as a top priority in their dress code. Field employees' clothing should not display large graphics or logos. Employees shall follow all state and federal regulations regarding hair, facial hair, clothing and jewelry requirements where applicable.

All employees: hair (facial or other) shall be neat and tidy and shall not present a health or safety hazard depending on the employee's particular job functions.

All employees: body piercings, including ear lobe gauges/plugs (other than two earrings worn in each ear), should not be visible or must be removed or covered if deemed inappropriate by the department head. No jewelry should cause a safety hazard (i.e., items that can be pulled or caught on objects or in machinery or equipment). Tattoos must be kept covered if deemed inappropriate by the department head.

Department Heads are responsible for enforcing the guidelines in their department and will have the authority to make judgment calls for inappropriate dress. Compliance with the intent of this policy shall be determined by a reasonable person standard. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violation of this policy may be cause for disciplinary action, up to and including termination of employment.

An employee seeking a religious or health-related accommodation to this policy should speak with their Department Head or the City Administrator.

#### 7.13 Electronic Communication Systems/Personal Use Policy

(A) Purpose: To better serve the City's citizens and give the City's workforce the best tools to do their jobs, the City continues to adopt and make use of new means of communication and information exchange. This means that many City employees have access to one or more forms of electronic communications systems, including, but not limited to computers,<sup>1</sup> computer files, e-mail, telephones, cellular or "cell" phones, pagers, voice mail, fax machines, external electronic bulletin boards, wire services, media services, on-line services, applications including social media such as Facebook, the Internet, and the World Wide Web (hereafter "electronic communication systems").

The City encourages the use of electronic communication systems because it is an efficient and effective way to facilitate and support City business and to stay abreast of the latest information relevant to the City and its customers. The City's electronic communication systems are the City's property and there shall be no expectation of privacy regarding their use. This includes use of personal devices over the City's electronic communications systems.

The purpose of this policy is to express the City's philosophy and set forth general guidelines governing the use of electronic communications systems. By adopting this policy, it is the City's intent to ensure the electronic communication systems are used to their maximum potential for City purposes and not used in a way that is disruptive, offensive to others, or contrary to the best interests of the City.

(B) Applicability: This policy applies to all City departments, offices, boards, commissions, committees, City employees and contracted and consulting resources.

This policy applies to all electronic communication systems that are:

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<sup>1</sup> Desktop, laptop, tablet or other hand held devices and external hard drives.



- (1) Accessed on or from City premises or City systems (i.e., wireless internet systems, server systems, etc.);
- (2) Accessed using City owned or paid-for electronic communications systems; or
- (3) Used in a manner that identifies the individual as acting for or on behalf of the City; or in any way identifies the City.

(C) Policy: It is the policy of the City to follow this set of procedures for the use of electronic communication systems.

If any electronic device provided by the City is lost or stolen, employees must report the loss or theft to their immediate supervisor who will report the loss or theft to the City Administrator. If the immediate supervisor cannot be contacted, employees should make every reasonable effort to immediately contact the City Administrator.

As City-owned electronic devices are decommissioned or replaced, employees shall turn them in, including all accessories, attachments and cases, to their immediate supervisor, who will forward them to the City Administrator.

Malfunctioning electronic devices shall be reported to the immediate supervisor for reporting to the City Administrator.

Department Heads or their designees are responsible for notifying the City Administrator for discontinuing, canceling or changing electronic devices or services when an individual employee voluntarily or involuntarily terminates his/her employment with the City or if some other change is made which discontinues an employee's use of an electronic device.

Employees shall surrender all electronic devices upon termination to their immediate supervisor. If an employee fails to surrender an electronic device assigned to them by the City upon termination of his/her employment, the fair market value of the City-owned electronic device will be withheld from the employee's final paycheck pursuant to Iowa Code § 91A.5. See Acknowledgment form for express authorization for this withholding.

#### (D) Reimbursement for Personal Electronic Devices Used for City Purposes

The City, through the City Administrator may provide a reimbursement for personal cell phones or other electronic devices in lieu of providing a cell phone or other electronic devices to conduct City business. The above policy applies regarding proper use of personal cell phones or other electronic devices when used for City business and where the City reimburses employees for said devices.

By using a personal electronic device for City business, employees are acknowledging that the records and information contained on the personal electronic device or in the billing for the personal electronic device may be public records pursuant to Iowa Code Chapter 22.

#### (E) Access and Authority

Each Department Head shall determine which employees in their department shall have access to the various media, applications, and services, based on business practices and necessity and which shall have authority to communicate on behalf of the City with approval of the City Administrator/Mayor.

Electronic information created and/or communicated by an employee using the City's electronic communication systems may be monitored, intercepted, accessed or preserved by the City for any purpose including, but not limited to: cost analysis; resource allocation; optimum technical management of information resources; and detecting use which is in violation of City policies or may constitute illegal activity. Employees shall have no expectation of privacy using the City's electronic communication systems, including in situations where an employee is using a personal device over a City electronic communication system. Disclosure of electronic information will not be made except when necessary to enforce a policy, as permitted or required under the law, or for other legitimate business purposes.

Any such monitoring, intercepting and accessing shall observe any and all confidentiality regulations under federal and state laws.

City-owned electronic communications systems may be removed from City premises solely for City work-related purposes pursuant to prior authorization from the immediate supervisor.

Most of the City's computing facilities automatically check for viruses before files and data which are transferred into the system from external sources are run or otherwise accessed. On computers where virus scanning takes place automatically, the virus scanning software must not be disabled, modified, uninstalled or otherwise inactivated. If an employee is uncertain as to whether the workstation the employee is using is capable of detecting viruses automatically, or the employee is unsure whether the data has been adequately checked for viruses, the employee should contact the City Administrator.

#### (F) Prohibited Communications/Uses

The City's electronic communications systems and the employee's personal electronic communications systems being used during working time shall not be used for knowingly transmitting, retrieving or storing any communication that is:

- (1) Personal business on City time (e.g., sports pools, games, shopping, correspondence, supplemental employment or other non-City-related items), except as otherwise allowed (see Personal Use section);
- (2) Discriminatory or harassing;
- (3) Derogatory to any individual or group;
- (4) Obscene as defined in case law and under Iowa criminal law;
- (5) Defamatory or threatening;
- (6) Using another individual's account or identity without explicit authorization;
- (7) Attempting to test, circumvent, or defeat security or auditing systems without prior authorization;
- (8) Accessing, retrieving or reading any e-mail messages sent to other individuals without prior authorization from the City Administrator;
- (9) Permitting any unauthorized individual to access the City's e-mail system;
- (10) Engaged in for any illegal purpose or one contrary to the City's policies or best interests;
- (11) Sent in an attempt to hide the identity of the sender or represent the sender as someone else; and
- (12) Likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by the City Administrator, employees are prohibited from engaging in, or attempting to engage in:

- (1) Monitoring or intercepting the files or electronic communications of other employees or third parties;
- (2) Hacking or obtaining access to systems or accounts they are not authorized to use;
- (3) Using other people's logins or passwords; and
- (4) Breaching, testing or monitoring computer or network security measures.

City employees shall not download or transfer software unless authorized by the immediate supervisor. Employees must understand that the unauthorized use or independent installation of non-standard software or data may cause computers and networks to function erratically or improperly, or cause data loss. Users must never install downloaded software to networked storage devices without the assistance and approval of the immediate supervisor.

Body Worn Video (BWV) and other audio/visual recording devices shall only be used in conjunction with performance of official, authorized, sanctioned and assigned job duties. See applicable department standard operating procedures.

Activation of recording devices such as microphones, cameras and video to record communications with any other person outside of departmental standard operating procedures while at work or on City business is prohibited where such activity violates another employee's or another person's rights to protect their confidential personnel or medical information or where the information would otherwise qualify as a confidential record under Iowa Code Chapter 22.

#### (G) Acceptable Communications/Uses

Except as otherwise provided, electronic communication systems are provided by the City for employee business use during City time. Limited, occasional, or incidental use of electronic communications systems (sending or receiving) for personal non-business purposes is permitted as set forth below:

- (1) Personal use is limited to breaks, lunch or immediately before/after work;
- (2) Personal use must be brief and must not interfere with the productivity of the employee or co-workers;
- (3) Personal use shall not involve any prohibited activity (see Prohibited Communications/Use section above);
- (4) Personal use does not consume system resources or storage capacity on an ongoing basis;
- (5) Personal use does not involve large file transfers or otherwise deplete system resources available for business purposes;
- (6) The City's phone numbers and email address **shall not** be listed in any publication or electronic communication that will result in personal incoming phone calls, text messages or other forms of electronic communications.
- (7) Non-City personnel are not authorized to use the City's electronic communication systems except in an emergency.

- (8) Anyone obtaining electronic access to other organizations', businesses', companies', municipalities' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.
- (9) Anyone receiving an electronic communication in error shall notify the sender immediately. The communication may be privileged, confidential and/or exempt from disclosure under applicable law. Such privilege and confidentiality shall be respected.

#### (H) Confidential Information

All employees are expected and required to protect the City's confidential information. Employees shall not transmit or forward confidential information to outside individuals or companies without the permission of their immediate supervisor and the City Administrator.

The City also requires its employees to use e-mail in a way that respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material - for example, software, database files, documentation, or articles - using the e-mail system.

#### (I) Policy Violations

Employees who abuse the privilege of City-facilitated access to electronic media or services risk having the privilege removed for themselves and possibly other employees, are subject to disciplinary action up to and including termination and may be subject to civil liability and criminal prosecution.

### 7.14 Social Media Policy

#### (A) Definitions

- (1) Posting: any writing, image, video, download, audio file, and hyperlink to other websites, or media which is downloaded, referenced, inserted or placed upon any City social media site.
- (2) Social media or site: includes, but is not limited to, electronic communication through which users create online communities to share information, ideas, personal messages, photographs, videos and other content. Examples of the types of social networking sites covered by this policy include, but are not limited to: blogs, LinkedIn, Facebook, Google+, Twitter, YouTube, Instagram, Pinterest, Snapchat, Tik Tok, YikYak, photo and video sharing sites, micro-blogging, podcasts, wikis, news sites, as well as viewable comments posted on Internet sites. This policy is not meant to address only certain forms of social media, but rather social media in general as advances in technology will occur and new tools will emerge that are also expected to be used in accordance with this policy.

All City employees are always expected to use City electronic communications systems in a responsible, professional, ethical and lawful manner. This includes the use of all social media on electronic communications systems. Employees should be aware that all content, including social media, on these devices, including those personal devices accessing a City electronic communications system, is not private and the City could access any information saved to, accessed by, created on, transmitted on, downloaded

to, exchanged over or discussed on these devices, including social media, at any time. Consequently, employees have no reasonable expectation of privacy when engaging in these activities and employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone.

In addition, employees are expected to follow all other City policies regarding their use of social media. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment.

(B) Procedures: The procedures for using social media are presented in two categories: (1) City-sponsored sites used to provide citizens with official, accurate and unbiased information, and (2) procedures governing employees' conduct while on social media sites.

(1) City-Sponsored Sites:

- a. The City's social media are limited public forums. The sites are not an editorial page or blog for visitors, and they are subject to the commenting restrictions listed below in this policy. The City does not intend by its social media sites to create or allow the creation of an unlimited public forum for the public to post comments of any kind.
- b. The establishment and use by any City department of City social media sites are subject to approval by the City Administrator. At the time such site is approved, the City Administrator must determine who will be responsible for developing this site, including establishing an administrative profile, designating who will have authority for speaking on behalf of the City, and who will keep the site up to date, including answering questions in a timely manner.
- c. City social media accounts will only become affiliated with (i.e., "like," "follow," etc.) another social media page if it is related to official City business, services and events. The City Administrator shall have the final determination if another social media page is related to official City business, services and events.
- d. Wherever possible, City social media sites should link back to the official City websites (including but not limited to [www.cityofoelwein.org](http://www.cityofoelwein.org); [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us); <https://oelweinparks.org/>; and [www.oelweinpolice.org](http://www.oelweinpolice.org)) for forms, documents, online services and other information necessary to conduct business with the City.
- e. The City Administrator or his/her designee will monitor the City's social media accounts to ensure that the social media sites further the City's policies, interests and goals.
- f. The City's social media sites may be considered public records under Iowa Public Records laws. If requested, the City may be compelled to disclose public records to third party requestors. The City in its sole discretion shall determine whether postings on its social media websites are public records and whether exemptions from disclosure apply.
- g. Inappropriate uses:
  - (i) Comments containing any of the following inappropriate forms of content will not be allowed on the City's social media sites and are subject to removal by the City;

- (ii) Comments unrelated to the original topic;
  - (iii) Comments that are obscene, vulgar, or profane;
  - (iv) Content that promotes, fosters or perpetuates discrimination of any protected class under local, state or federal law;
  - (v) Defamatory or personal attacks;
  - (vi) Threats to any person or organization;
  - (vii) Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - (viii) Solicitation of commerce, including, but not limited to, advertising of any business or product for sale;
  - (ix) Conduct in violation of any federal, state or local law;
  - (x) Encouragement of illegal activity;
  - (xi) Information that may tend to compromise the safety or security of the public or public systems; or
  - (xii) Content that violates a legal ownership interest, such as a copyright.
- h. Remedies with respect to City owned sites:
- (i) Comments that are threatening in nature will be forwarded as appropriate to law enforcement.
  - (ii) The City reserves the right to restrict or remove any content that is deemed in violation of City policy, including this policy, or applicable law. Any content removed based on these guidelines must be retained by the City Administrator or his/her designee for a minimum of 90 days, including the time, date and identity of the poster when available.
  - (iii) Comments posted by the public on the City's social media site express the opinions of the commentators or posters. Such comments do not necessarily reflect the opinions or policies of the City, and the publication of such comments does not imply endorsement or agreement by the City.
  - (iv) The City is not responsible for and has no control over the accuracy, subject matter, content, information or graphics when viewing links attached to its social media sites. The City also does not endorse any organizations sponsoring linked websites or the views or products they offer.
  - (v) The City is not liable for the content of postings by individuals employed by the City, or third parties not affiliated with the City on any City social media sites.
  - (vi) The City reserves the right to deny access to its social media site for any individual who violates the City's policies or the law, at any time and without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable local, state or federal law.
  - (vii) The City's websites at [www.cityofoelwein.org](http://www.cityofoelwein.org); [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us); and [www.oelweinpolice.org](http://www.oelweinpolice.org) will serve as the City's predominant Internet presences.
  - (viii) Employees representing the City via social media accounts must conduct themselves at all times as representatives of the City and must identify themselves as representatives of the City when doing so. Employees who fail to identify themselves and/or conduct themselves in an appropriate manner

(pursuant to this policy) shall be subject to disciplinary action, up to and including termination of employment.

(2) Employees' Personal Use of Social Media:

- a. Employees should limit their use of social media during working hours or on equipment provided by the City unless such use is work-related or authorized by a supervisor. Employees shall not use City-provided e-mail addresses to register on social networks, blogs or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity where prohibited by law.
- b. Employees may not, unless expressly authorized in writing by the City Administrator, make statements on behalf of the City on the employee's social media accounts. If an employee wishes to make a work-related statement on his/her social media, the employee should consider including a disclaimer indicating that the opinions are the employee's personal opinions and not the opinion of the City.
- c. Employees shall not use City-provided e-mail accounts to sign up for or access social media unless expressly authorized to do so by the employee's immediate supervisor.
- d. Employees shall have no expectation of privacy if they access their social media using City e-mail, City networks, City servers, City devices and/or any other City resources when accessing social media.
- e. Employees shall not post, transmit or otherwise disseminate any information to which they have access as a result of their employment with the City unless expressly authorized by their immediate supervisor or the City Administrator. In addition, employees are expected to respect the privacy of their co-workers and citizens and must take steps to protect the privacy and confidentiality of others.
- f. Employees are not to use the City's intellectual property, such as trademarks, logos, letterhead, etc., when posting on social media or in any other actions, unless expressly authorized in writing by the City Administrator. This includes posting pictures of the employee or others wearing City uniforms or other apparel bearing the City's name or logo.
- g. Employees are not allowed to use photographs or other depictions related to City business, including, as discussed in Paragraph 2.F. above, unless expressly authorized in writing by the City Administrator. This includes, but is not limited to, posting, transmitting and/or disseminating any photographs or videos of City training, activities or work-related assignments.
- h. Employees shall not post material that is abusive, obscene, libelous, threatening, profane or otherwise inappropriate about the City, its employees or its citizens.
- i. Employees shall not post material that may be construed to be discriminatory, harassing or retaliatory under local, state or federal law about the City, its employees or its citizens.

- j. Nothing in this policy is intended to infringe upon any employee's legitimate First Amendment rights and employees are free to express themselves as private citizens on social media sites. The intent of this policy is to prevent employees from engaging in unlawful speech, improperly impairing the working relationships of the City, impeding the performance of City duties and/or negatively affecting the public perception of the City. As public employees, employees are cautioned that speech made pursuant to an employee's official duties is not protected speech under the First Amendment and may form the basis for disciplinary action, up to and including termination of employment.

### (C) Policy Violations

Employees who violate the City's social media policy are subject to disciplinary action, up to and including termination of employment and may be subject to civil liability and criminal prosecution.

## 7.15 Discrimination, Harassment, and Retaliation

### (A) Purpose and Policy.

The City is dedicated to equal employment and advancement opportunities. It is the City's policy to hire and promote qualified individuals on the basis of their qualifications, interest and aptitude, and without unlawful regard to race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information or any other characteristic protected by local, state or federal law. This policy applies to all terms, conditions and privileges of employment, including, but not limited to, recruiting, hiring, training, transfers, promotions and benefits.

It is the policy of the City to maintain a work environment free of unlawful discrimination and harassment based upon race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information or any other characteristic protected by law. The City will not tolerate retaliation against any employee who, in good faith, reports discrimination or harassment, or who, in good faith, participates in an investigation regarding discrimination or harassment.

To ensure this policy is strictly adhered to, City employees who believe they are subject to discrimination, harassment or retaliation should use the complaint procedure outlined below in 7.15(C). Furthermore, the City will take immediate disciplinary action up to and including termination of employment against any employee who engages in unlawful discrimination, harassment or retaliation. In the event a non-employee subjects an employee to discrimination or harassment in the workplace, the City will take immediate steps to prevent further discrimination or harassment.

### (B) Definitions.

Discrimination is defined as: Unfair or unequal treatment of an individual or a group in the workplace based upon their race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information or any other characteristic protected by law.



Harassment is defined as: Intimidation, insult, or other hostile or offensive acts towards an individual or a group in the workplace by an employee or non-employee based upon their race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information or any other characteristic protected by law.

Sexual harassment is defined as:

- (1) The threat or insinuation by one employee or group of employees, either explicitly or implicitly, that the refusal to submit to sexual advances will adversely affect employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development; and
- (2) The subjecting of an employee, by any other person (employee or non-employee), to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical so as to create an intimidating, hostile or offensive working environment.
- (3) Sexual harassment is a form of illegal discrimination on the basis of sex and can include a variety of behaviors such as, but not limited to, the following examples:
  - (a) Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions or threats;
  - (b) Nonverbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings or gestures;
  - (c) Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact or assault; and
  - (d) Threats or demands to submit to sexual requests in order to keep the employee's job or receive some job-related benefit.

Retaliation is defined as: Punishing an employee by demoting the employee, terminating the employee or changing the employee's work conditions in a material way because the employee made a good faith report of discrimination or harassment or because the employee participated, in good faith, in an investigation into discrimination or harassment.

#### (C) Complaint Procedure for Claims of Discrimination, Harassment and Retaliation.

Any employee who feels he/she is being subjected to unlawful discrimination, harassment and/or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- (1) Employee's supervisor.
- (2) City Administrator.

The employee should be prepared to provide the following information:

- (1) Employee's name, department and position title.

- (2) Name of the person or persons committing the unlawful conduct.
- (3) Date(s) and approximate time(s) of the unlawful conduct.
- (4) The specific nature of the unlawful conduct, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against him/her as a result of the harassment.
- (5) Witnesses to the unlawful conduct, if any.
- (6) Whether the employee has previously reported such unlawful conduct and, if so, when and to whom.

After receiving a complaint about unlawful discrimination, harassment and/or retaliation, the person receiving the complaint shall document the complaint in writing. The employee shall sign the written complaint, attesting to the accuracy and truthfulness of the incident. All information disclosed in the complaint procedure will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

(D) Investigation of Discrimination, Harassment and Retaliation Complaints.

It is the City Administrator's responsibility to coordinate the investigation of unlawful discrimination, harassment and/or retaliation complaints. If the City Administrator is the subject of the complaint, the Mayor shall coordinate the investigation. The following procedures shall apply to the investigation of such complaints:

- (1) The person to whom the complaint is made shall immediately present it in writing to the City Administrator.
- (2) The City Administrator shall name an impartial investigator, who shall promptly begin the investigation.
- (3) The investigator shall meet with the complainant and the respondent, as well as any witnesses who may assist in the investigation.
- (4) The investigator shall notify the respondent of the allegations against him/her unless immediate notification would jeopardize the investigation or result in a safety concern.
- (5) The respondent shall be given appropriate opportunity to refute the allegation and present information and/or witnesses on his/her behalf.
- (6) The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by all persons interviewed about the unlawful conduct.
- (7) Based upon the investigative report, the City Administrator shall determine whether the respondent's conduct constituted unlawful discrimination, harassment and/or retaliation. In making that determination, the City Administrator shall look at the record as a whole and the totality of circumstances, including the nature of

the conduct in question and the context in which the conduct, if any, occurred. The City Administrator shall use the preponderance of the evidence standard in determining whether the complaint about the unlawful conduct is substantiated or not substantiated.

(8) If the City Administrator determines the complaint is substantiated, he/she shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior, up to and including termination of employment. The City Administrator shall take appropriate measures intended to not only discipline the offender, but which are reasonably calculated to prevent further discrimination, harassment or retaliation in the future.

(9) This determination shall include whether a supervisory relationship exists, and any other factors the City Administrator believes relate to fair and efficient administration of the City, including the effect of the offense on employee morale, public perception of the offense and the light in which it casts the City. Upon the conclusion of the investigation, the City Administrator shall notify the complainant and respondent of the determination (substantiated or not substantiated). If any disciplinary measures are implemented, they are confidential personnel matters which shall not be disclosed to any employees. The City Administrator shall notify the complainant and respondent that retaliation will not be tolerated and that if the complainant experiences retaliatory conduct, he/she should report it to the City Administrator or his/her supervisor.

(10) Upon the conclusion of the investigation, the City Administrator shall notify the witnesses the matter has concluded, and that if they experience retaliatory conduct to promptly report it to the City Administrator or their supervisor.

(11) If the City Administrator determines after reviewing the investigation report that the complainant did not make the complaint in good faith or otherwise falsified the complaint, the City Administrator shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior up to and including termination of employment. If the investigation is related to the City Administrator, upon conclusion of the investigation, the Mayor or his/her designee shall receive the investigation report.

(12) The Mayor or his/her designee shall notify the complainant and respondent of the determination (substantiated or not substantiated). If any disciplinary measures are implemented, they are confidential personnel matters which shall not be disclosed to any employees. The Mayor or his/her designee shall notify the complainant and respondent that retaliation will not be tolerated and that if the complainant experiences retaliatory conduct, he/she should report it to the Mayor or his/her supervisor.

(13) Upon the conclusion of the investigation, the Mayor or his/her designee shall notify the witnesses that the matter has concluded and that if they experience retaliatory conduct to promptly report it to the City Administrator or their supervisor.

(E) Records of a Discrimination, Harassment or Retaliation Complaint.

All records concerning a discrimination, harassment or retaliation complaint shall be confidential and kept in a separate locked file, except those which may be affected by the

Iowa Open Records Act. Access to these records shall be given only with the City Administrator's approval to parties who have a direct and relevant need to know.

**POLICY 8 -- EMPLOYEE ASSOCIATIONS, AFFILIATIONS, AND UNIONS**

8.1 Informal Settlements

The informal discussion of problems and concerns between employees and the City's administration frequently results in a most equitable settlement. It is hoped that this atmosphere of employee-management relations will always exist.

8.2 Employees Organizational Rights

The City recognizes the right of employees to join a union or employee association.

8.3 Management Excluded From Employee Organizations

Municipal officials, Department Heads and professional personnel are excluded from representation by employee organizations and may not be a member of an employee negotiating or grievance committee. This exclusion does not deny personnel from maintaining membership in employee organizations.

8.4 City's Negotiating Agent

The City Administrator or other designated representative of the City Council shall be the sole negotiating agent(s) for the City.

8.5 City Council Approval

Any changes in the salary plan, fringe benefits and personnel policies and regulations are dependent upon the approval of the City Council.

8.6 Negotiation Steps

The negotiating agent for the City will meet with the various designated representatives of the bargaining unit to discuss items included within the public bargaining law as set forth in Chapter 20 of the Iowa Code.

8.7 Employee's Right To Work

Both management and employee organizations are prohibited from restraining or coercing employees in the exercise of their rights to join or not join and to maintain or terminate membership in any employee organization.

**POLICY 9 -- PROMOTIONS, TRANSFERS, AND DEMOTIONS**

9.1 Promotions

(A) Positions in the classified service shall be filled by promotion whenever practicable and in the best interest of the City. Promotions shall be made on the basis of merit and without regard to favoritism. They shall be made in accordance with these policies, Iowa Code Chapter 400, and/or the Rules and Regulations of the Civil Service Commission.

(B) Promotions may be made on either a competitive or non-competitive basis at the discretion of the City Administrator. All promotions requiring examinations shall be competitive among such members of the next lower rank as desire to submit themselves to such examination.

(C) Promotions, transfers and demotions, if pursuant to a Collective Bargaining Agreement ("CBA"), shall be posted and administered pursuant to the terms of the CBA. An employee who is promoted shall be required to serve a probationary period as provided in Policy 6.

(D) Promotions, transfers and demotions with the Fire and Police Departments shall be as stated in Section 21.

(E) Selection of employees for promotion shall be made by the City Administrator after consultation with the Department Head involved.

(F) Selection of Department Heads shall be made by the City Administrator.

## 9.2 Transfers

(A) A Department Head may transfer an employee from one position to another position of the same class within his/her department. The City Administrator may transfer any employee from a position in one department to another position of the same class in another department.

(B) An employee may permanently transfer from one position to another position of the same class within the employee's department or to another department provided a vacancy exists, the employee is qualified and can perform the essential job functions with or without reasonable accommodation, the Department Head approves, and the City Administrator approves.

(C) A transfer shall have no effect on employment seniority with the City. Departmental seniority shall be determined by the date on which the employee is transferred.

(D) Transferred employees will retain all accrued vacation, sick leave, and longevity pay benefits earned in their former position.

## 9.3 Demotions

(A) An employee may be demoted to a position having less pay because of a lack of work in the employee's current position.

(B) An employee may be demoted to a position having less pay because of performance deficiencies and/or as a form of discipline.

(C) An employee may choose to demote himself/herself by seeking a transfer. Any employee may request in writing that for personal reasons he/she be transferred to a position in a lower class. This request shall be deemed to have been made voluntarily and shall not be held against the employee. There shall be no appeal from a voluntary demotion. A voluntary demotion shall not jeopardize an employee's accrued leave or other benefits.

(D) An employee demoted by a Department Head must receive the written reasons for such demotion. A minimum of fourteen (14) calendar days must have elapsed between the date of the notification and the date of the demotion in order for that employee to prepare a reply or appeal. See Section 12.

(E) A copy of the demotion notice and any appeal information will be made a part of the employee's personnel file.

## **POLICY 10 -- SEPARATION**

### 10.1 Termination During Probationary Period

An employee may be terminated at any time during the employee's probationary period for any reason without the right to appeal.

### 10.2 Resignations

(A) An employee who wishes to voluntarily terminate his/her service with the City shall submit a written resignation at least two weeks prior to the intended date of departure. If an employee fails to give at least two weeks' notice prior to his/her resignation, the employee will be ineligible to receive payment for any accrued but unused vacation pay upon separation.<sup>2</sup> Furthermore, the City shall consider such failure to provide notice prior to resignation in the event the employee seeks reemployment. If the City, in its discretion decides that an employee who voluntarily resigns should not remain employed, the City may immediately escort the employee off City property and their employment shall end effective immediately, but the City shall pay for the two-week notice period and the accrued but unused vacation pay. However, an employee who resigns in lieu of termination shall not receive two weeks' notice pay and shall not receive accrued but unused vacation pay.

(B) Department Heads, with the City Administrator's approval, may authorize the employee to use their banked vacation leave prior to the expiration of the two-week notice period.

(C) An employee who voluntarily resigns forfeits all future rights to benefits based upon years of past service if he/she is subsequently rehired. Any deviation from this requirement shall require formal and specific approval of the City Administrator

(D) Should an employee provide six (6) months' notice of separation (not including paid time off), the city shall provide \$1,000 upon the date of leaving. This program allows employees to train new employees as part of employee succession.

### 10.3 Lay Offs

(A) An employee in the classified service may be laid off whenever it is deemed necessary by reason of a shortage of funds or work, abolishment of a position, or other material change in duties or organizations. The employee shall be given written notice of the lay-off at least two (2) weeks in advance.

(B) Performance evaluations, conduct, past behavior, qualifications, seniority, and type of appointment or employment shall all be considered in determining the order of layoffs within

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<sup>2</sup> That is, banked vacation available for use at the time the employee resigns, rather than leave that would accrue at the next anniversary date.

a given class. No regular employee will be terminated while there are temporary or Probationary employees serving in the same class of positions.

(C) Any employee laid off will be required to apply for any city positions and go through the normal hiring process.

(D) Reinstatement shall be made subject to the approval of the Department Head and the City Administrator, and subject to the employee being qualified and able to perform the essential functions of the job with or without reasonable accommodation.

(E) A lay off of more than one year shall constitute a break in service with the City.

(F) No previous credit of any kind shall be retained by a former employee who is rehired following a break in service with the City.

(G) Upon separation, laid off employees shall be entitled to receive all accrued vacation benefits.

#### 10.4 Retirement/Benefits

(A) Police and Fire Department personnel shall be covered by their pension plan and shall be governed by its Rules and Regulations.

(B) IPERS personnel shall be covered by their pension plan and shall be governed by its Rules and Regulations

(C) Retired pension covered employees may be rehired to work for the City provided they follow their respective pension plan requirements and contingent upon the employee's ability to perform the essential functions of the job with or without reasonable accommodation and based upon the needs of the City.

(D) If an employee retires from service with the City prior to age sixty-five (65), the City shall permit the employee to continue participation in any group plan or group contract for accident, health, or hospitalization insurance or under a medical service plan or health maintenance contract at the employee's own expense until the employee attains sixty-five years of age (65). See Iowa Code Chapter 509A. An employee will be deemed retired for purposes of this continuation of coverage if they qualify as a retiree as defined in Policy 2 of this Manual and is 55 years of age or older with at least ten (10) years of consecutive service with the City at the time of retirement. Said coverage shall be pursuant to the terms of the plan or contract.

#### 10.5 Death of an Employee

(A) Upon the death of an employee, the City will pay to the employee's legal heirs compensation for unused vacation leave and any other pay due at the time of death.

(B) The above shall be paid in addition to any pension or retirement benefits or insurance benefits.

#### 10.6 Disability

The City may terminate an employee's employment when he/she cannot perform the

essential functions of his/her position and cannot be reasonably accommodated following an interactive process. The employee may be required to submit to an examination by a City-designated health care provider under this Section. See Section 7.12 for further information.

#### 10.7 Return of City Property

(A) Any employee leaving the City, whether through resignation, retirement, lay off, dismissal, death, disability, or whatever form of separation, shall be liable for returning the City property in his/her possession. If the employee fails to return said City property, or returns the property in disrepair, the City may withhold funds to reimburse the City from the employee's final paycheck pursuant to the authorization in the employee acknowledgment form at the end of this manual (and pursuant to state and federal wage and garnishment laws) or the City may elect to withhold payment of any banked but unused vacation leave normally due and owing the employee. See also Section 18.2.

(B) In cases where an employee fails to return City property following the employee's separation, the City shall consider such failure in the event the employee seeks reemployment.

#### 10.8 Exit Interview

The City Administrator may schedule an exit interview for the employee prior to the last day of employment. Temporary employees do not participate in the Exit Interview process unless information can be gained which will improve or enhance present employment conditions.

#### 10.9 Refund Retirement Benefits

For those employees who are not retiring, monies accumulated in the employee's retirement account may be refundable. Employees must contact their respective pension plans for questions regarding a refund.

#### 10.10 Unemployment Compensation

All claims for unemployment compensation as filed by a terminating employee shall be processed by the Clerk's office. Requests for information about unemployment compensation should be forwarded to the Clerk's office immediately to avoid unauthorized charges against the City's account.

### **POLICY 11 -- DISCIPLINARY ACTIONS**

#### 11.1 Working Relationships

(A) All employees must maintain high standards of cooperation, efficiency, and economy in their work for the City. Department Heads shall organize and direct towards these objectives.

(B) Whenever work habits, attitude, productivity, or personal conduct fall below a desirable level, the employee's Department Head and/or the City Administrator shall take action to correct the issue. If the issue is conduct related, the City will follow the City's progressive discipline policy. If the issue is related to the employee's performance, the City may follow the City's progressive discipline policy and/or take other action including a performance improvement plan, a last chance agreement, or other measures.



## 11.2 Progressive Discipline

It is the City's policy to follow a system of progressive disciplinary action as outlined below. However, a violation of a serious nature may be cause for stronger disciplinary action or immediate termination at the City's discretion. Situations that the City believes will respond to corrective discipline will normally be handled as follows:

(A) Counseling: The employee's supervisor will issue the employee a verbal warning, but will document said warning in the employee's personnel file.

(B) Written warning: If the unsatisfactory conduct continues or if the conduct warrants it, the employee's Department Head will issue the employee a written warning and document said warning in the employee's personnel file.

(C) Suspension: If sufficient improvement has not been made or if the conduct warrants it, the employee may be suspended without pay. The suspension shall be documented in the employee's personnel file.

(D) Termination: If the conduct continues or if the misconduct warrants it, the City may terminate the employment of the employee.

The City reserves the right to use whatever discipline it decides is appropriate in any situation, up to and including termination, without regard to the progressive guidelines explained above.

**Note: Pursuant to Iowa Code §§ 22.7(11) and 22.15, the following disciplinary action information contained in personnel records relating to documented disciplinary action is considered a public record:**

The fact that an individual 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. Employees shall be notified in writing that a disciplinary action was taken against them, the written notification shall be placed in their personnel file, and may become a public record.

Pursuant to Iowa Code § 22.15, a government body that takes disciplinary action against an employee that may result in documented reasons to support a demotion, discharge or resignation in lieu of discharge being placed in the employee's personnel record, prior to taking such disciplinary action, shall notify the employee in writing that the information placed in the employee's personnel file as a result of the disciplinary action may become a public record.

At-will employees are not subject to the "just cause standard" for termination. Rather, at-will employees may be terminated at any time for any reason, other than an illegal reason. This manual does not establish a contractual right to employment or conditions for employment between the City and employees.

## 11.3 Misconduct Warranting Disciplinary Action

In order to maintain safe, efficient and harmonious operations, and to continue to provide the highest standard of public service, the City has adopted the following policies. Each policy reflects a common understanding of what behavior is acceptable in the workplace.

These policies can be modified by the City as changing conditions warrant. The City may take whatever disciplinary action it deems appropriate in response to an offense, even if it is

not included in the following list. Employees must understand that any offense, whether or not it is included in this list, may result in disciplinary action up to and including termination of employment without prior warning. Each case shall be considered on its own merits with due consideration to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender. This list is not exhaustive, and discipline may be taken in other instances of misconduct.

The City expects the employees' complete cooperation in observing these policies which have been designed for our common protection and benefit.

(A) Consuming, having unauthorized possession of, being under the influence of, or reporting to work intoxicated or under the influence of non-prescribed drugs, alcohol, or other substances.

(B) Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.

(C) Bringing or using alcoholic beverages on City property or using alcoholic beverages while engaged in City business off of City premises.

(D) Failing to follow City job instructions or to perform work requested by a supervisor or Department Head.

(E) Accepting bribes, gifts, or favors for personal use in the course of work or in connection with it.

(F) Absenting oneself from work without permission or failure to report to the Department Heads when one is absent.

(G) Being habitually absent or tardy.

(H) Unauthorized failure to return from a leave of absence.

(I) Failure to perform assigned work in an efficient manner.

(J) Being wasteful of material, property, or working time.

(K) Stealing; willfully, recklessly or negligently destroying; or unauthorized use or alteration of property of coworkers, customers, clients, or the City.

(L) Being involved in the misappropriation, destruction, theft or conversion of City property.

(M) Being unable to get along with fellow employees so that work is hindered or not up to standards.

(N) Conviction of a felony or a misdemeanor involving moral turpitude while on or off duty.

(O) Unsafe conduct or action thereby jeopardizing the safety of oneself or others.

(P) Divulging or misusing confidential information, including removal from City premises without proper authorization, any employee lists, records, designs, drawings, customer information, or confidential information of any kind.

- (Q) Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.
- (R) Driving a City vehicle while under the influence of any drug, intoxicants, or while license is suspended or revoked.
- (S) Attempting, threatening, or using personal or political influence in securing promotion, leave, transfer, change in pay or character of work.
- (T) Engaging in outside business activities on City time or using City property or office for personal gain.
- (U) Discourteous treatment of any kind to the public, City officials, or employees including abusive or offensive in conduct or language.
- (V) Fighting or physically assaulting an individual or using obscene, abusive, or threatening language.
- (W) Violating the City's policy against workplace harassment, discrimination, or retaliation of any kind.
- (X) Dishonesty or lying, including falsifying employment or other job-related records.
- (Y) Possessing unauthorized firearms, knives, explosives, or other weapons on City property or while on City business.
- (Z) Disregarding smoking, safety, or security regulations.
- (AA) Engaging in insubordination, or failing to cooperate with assigned employees, co-workers, or supervisors.
- (BB) Failing to follow City job instructions or to perform work requested by a supervisor or Department Head.
- (CC) Violating a City safety policy or practice or creating or contributing to unsafe, unhealthy, or unsanitary conditions.
- (DD) Failing to maintain necessary licenses and/or certifications as required by the City.
- (EE) Refusal to work without good reason when called in for emergency situations.
- (FF) Sleeping, or giving the impression of sleeping, during work hours.
- (GG) Making untruthful or malicious statements about fellow employees.
- (HH) Threatening, coercing, or intimidating fellow employees or others.
- (II) Modifying another employee's timecard without authorization from the appropriate supervisor or asking another employee to modify your timecard.
- (JJ) Failure to report an occupational injury.

(KK) Gambling on City property or on working time.

(LL) Violation of any employee requirements in this manual.

## **POLICY 12 -- EMPLOYEE COMPLAINT PROCEDURES**

### 12.1 Complaint Defined

A complaint exists when an employee has expressed a difference of opinion, dispute or controversy with the City or his or her coworkers relative to the circumstances and conditions which concern their work environment or working relationships.

### 12.2 Complaint Procedure

Employees are encouraged to raise any complaints they may have informally by talking with the person at issue in their complaint. If an employee does not feel they are able to raise the complaint with the person at issue in their complaint or if doing so does not accomplish a meaningful resolution, the employee should take the following steps:

(A) The employee must contact his/her Department Head or Supervisor and submit a written complaint within five (5) business days after the occurrence of the action underlying the complaint.

(B) The Department Head or Supervisor will promptly analyze the situation and then submit a written response to the employee within five (5) business days of receiving the complaint. The Department Head will attach the original complaint form with his/her written response.

(C) If the employee fails to receive what the employee perceives to be a fair or adequate response/solution from his/her Department Head/Supervisor, the employee may appeal the response to the City Administrator. The City Administrator will meet with the parties within ten (10) business days of receiving the appeal. The City Administrator shall make factual findings and issue a decision within five (5) business days after meeting with the parties. The City Administrator's decision shall be final. If the employee's Department Head/Supervisor is the City Administrator, the employee shall appeal to the City Attorney instead of the City Administrator.

(D) Any step of the procedure may be the last. A complaint shall be considered settled unless it is appealed.

The City shall not tolerate any retaliation against an employee who makes a complaint. If the employee believes he or she is being penalized for filing a complaint, they should report their retaliation complaint to his/her Department Head or the City Administrator using the complaint form.

**POLICY 13 – HOLIDAYS**

13.1 All full-time regular employees, with the exception of Police Department employees, shall receive the following ten (10) holidays off with pay. Seasonal or temporary part-time employees receive no paid holidays. Holidays observed are:

New Year's Day	-- January 1
Memorial Day	-- Last Monday in May
Juneteenth	-- June 19
Independence Day	-- July 4
Labor Day	-- First Monday in September
Veterans Day	-- November 11
Thanksgiving Day	-- Last Thursday in November
Day following Thanksgiving	-- Last Friday in November
Day before Christmas	-- December 24
Christmas Day	-- December 25

13.2 The following eleven (11) days are designated holidays for Police Department full-time employees:

New Year's Day	-- January 1
Washington's Birthday	-- February 22
Easter	-- As observed
Memorial Day	-- Fourth Monday in May
Juneteenth	-- June 19
Independence Day	-- July 4
Labor Day	-- First Monday in September
Columbus Day	-- October 12
Veterans Day	-- November 11
Thanksgiving	-- Fourth Thursday in November
Christmas	-- December 25

CBA's supersede the above if in conflict.

13.3 Holiday Pay Administration

(A) New full-time employees qualify for holiday pay on the 31<sup>st</sup> calendar day of employment.

(A) Full-time employees not working on a holiday shall be paid the straight time rate of compensation based upon eight (8) hours of work. The Police Department personnel shall receive compensation according to their CBA's. Part-time park and cemetery employees shall receive eight (8) hours of holiday pay for Memorial Day, Fourth of July, and Labor Day if they work in the month of each holiday (May, July, or September). This does not apply to library, aquatic, and recreation employees.

(B) When an employee is scheduled to work on a holiday, he/she shall be paid double time based upon hours of work.

(C) When an employee is called out on a holiday for work not normally scheduled, he/she shall be paid time and one-half for all hours worked with a guaranteed minimum of two (2) hours paid in addition to their holiday pay.

(D) No payment shall be made for a holiday call-out not authorized by the City Administrator or the Department Head involved.

(E) When an employee reports in sick on the day before or the day after a holiday, they must submit a signed and dated written certification from their health care provider before payment for the holiday is made. If the employee fails to produce the health care provider's statement, the employee shall not receive payment for the holiday.

(F) Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday, unless agreed upon by the City Administrator.

**POLICY 14 -- VACATIONS**

14.1 General Provisions

(A) All full-time employees of the City who have occupied their position in a period of twelve (12) consecutive months shall be allowed vacation leave with pay based on their anniversary date.

(B) Vacation credit for all full-time employees shall accrue normally as follows:

	<u>Working Days</u>	<u>Hours</u>
i. Service over one (1) year	5	40
ii. Service over two (2) years	10	80
iii. Service over five (5) years	15	120
iv. Service over ten (10) years	20	160
v. Service over fifteen (15) years	25	200

Full-time personnel hired prior to January 1, 1990, who have been employed with the City continuously, shall receive one additional vacation day per year for each year worked over 21 years.

(C) Temporary, seasonal and part-time employees are not entitled to any vacation benefits except as allowed specifically by the City Administrator and/or Council.

(D) New employees will accrue benefits for later use pending the successful completion of their probationary period.

(E) There will be no accumulation of vacation during leave of absence without pay.

(F) Vacation time off will be paid at the employee's base pay rate at the time the vacation is taken. Overtime or other special forms of compensation will not be calculated in the employee's vacation pay.

(G) Employees may request, by April 1 of a calendar year, when 5 or more consecutive vacation days of the employee's vacation will be taken. These requests shall be based on an employee's departmental seniority. Vacation dates may be changed after April 1st, but only if the new date does not conflict with another employee's selected vacation dates.

(H) To ensure that the city can attract and retain top talent, the City Administrator shall have the authority to provide vacation on a negotiated basis for department heads and salaried exempt employees that do not qualify for overtime.

#### 14.2 Authorization

(A) Normally, employees should provide a minimum of twenty-four (24) hours' notice to their Department Head of their request to take vacation leave. Approval is conditional, subject to the needs and requirements of the City's operations.

(B) All requests for the setting up of vacation time shall be subject to the final approval of the Department Head. Where a conflict exists between employee requests, seniority shall apply.

(C) Employees shall receive a balance of their leave on their pay stubs.

#### 14.3 Utilization

(A) Vacation leave shall be taken following its accumulation. Under no circumstances shall employees be permitted to take vacation before it has accrued.

(B) Vacation should be taken within one year of its accrual. In circumstances where a work schedule denies an employee a reasonable opportunity to take vacation, payment for vacation not used or additional vacation in the following year shall be authorized upon a formal request from the employee. This must be approved by the Department Head/Supervisor and the City Administrator.

(C) Vacation leave shall not normally accumulate beyond one year; however, the City Administrator may approve additional accumulations under special circumstances. Such exceptions shall only be made when in the best interests of the City.

(D) Absence due to sickness, injury, or disability in excess of that authorized in Section 15 will be chargeable against an employee's vacation allowance after exhaustion of employee's sick leave allowance.

(E) Vacation must be taken in a minimum of one-quarter hour increments.

### **POLICY 15 -- SICK LEAVE**

#### 15.1 General Provisions

The City provides sick leave as a form of insurance for its employees who are unable to perform their essential job functions due to physical or mental injury or illness. In addition to utilizing sick leave in the event of employee's own illness, injury, temporary disability, maternity, sick leave may also be used for the purpose of visiting doctors, dentists or other health care providers. Also, sick leave (limited to 40 hours per fiscal year) may be used to care for a member of the employee's immediate family.

The amount of sick leave provided to employees is based upon length of service and is subject to the following provisions:

(A) Unless otherwise provided for by a CBA, all regular employees shall earn sick leave credit at a rate of eighteen (18) days per year.

(B) Newly hired probationary employees will accrue sick leave the same as regular employees, but sick leave pay shall not be authorized for the first 120 days of employment, as stated above in Section 6.3(B).

(C) Unused sick leave may be accumulated up to a maximum of 1008 hours for full-time employees unless otherwise stated in a union contract.

(D) An employee may use up to forty (40) hours of sick leave in one fiscal year to arrange for the needs of a member of his or her immediate family. Family sick leave will count toward their accrued sick leave.

(E) Any full-time employee who does not use sick leave during the six-month period of January to June and July to December will be entitled to one sick bonus day in the following six months.

(F) Temporary, part-time and seasonal employees are not eligible for sick leave pay.

(G) Each month employees shall continue to accumulate sick leave during: legal holidays, sick leave absences of less than one hundred sixty (160) hours, vacations, leave due to on-the-job related injuries; jury duty; bereavement absence; and military leave.

(H) Sick leave shall not continue to accumulate during leaves of absence without pay.

(I) Absence due to sickness, injury, or disability in excess of that authorized in this Section may, upon employee's request, be chargeable against an employee's vacation allowance after exhaustion of employee's sick leave allowance.

(J) Sick leave shall not be granted beyond accrued benefits.

(K) An employee who is going to be absent should notify his/her Department Head as soon as practicable, but in any event, prior to the start of shift. Failure to do so will constitute an absence without pay unless circumstances beyond the employee's control make it impossible to call in prior to the start of shift.

(L) An employee who is absent for three (3) consecutive days shall provide to the City Clerk a health care provider's signed and dated written certification verifying the necessity for the absence on the fourth day identifying the diagnosis/illness or injury to which the absence is attributed.

(M) An employee who is absent due to their own illness or injury may be required, under certain circumstances, to provide a health care provider's signed and dated written certification stating they are able to return to work with or without reasonable accommodations related to their essential job functions.

(N) An employee receiving sick leave pay, who simultaneously receives compensation under workers' compensation insurance, a retirement fund or a pension fund shall receive only the difference between the regular salary and these payments.

(O) Any employee who is laid off or granted leave of absence without pay and is later reinstated within one year shall have available upon his/her return such unused sick leave allowance as he/she may have earned prior to the time of his/her absence.



(P) Illness or injury occurring while an employee is on vacation cannot be charged to sick leave during the duration of the vacation period unless notification of the matter is received by the immediate Department Head as soon as possible and said sickness is a serious health condition which requires medical treatment and is substantiated by an approved health care provider's signed and dated certification.

(Q) An employee terminating City employment shall be allowed sick leave pay during the last two (2) weeks of employment only upon presentation of a health care provider's signed and dated written certification.

(R) Sick leave must be taken in a minimum of one-quarter hour increments.

(S) Abuse of sick leave will constitute grounds for disciplinary action up to and including termination of employment.

## 15.2 On-the-Job Injury

See Section 17.1

## 15.3 Family Medical Leave Act

It is the City's policy to provide unpaid leave to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act (FMLA). A general overview of FMLA leave is included below. Whether a particular situation is covered by the FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The City Clerk, as the FMLA Coordinator, will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the legal requirements are satisfied, even if the employee has not requested FMLA leave. If it is found that any provision of this policy conflicts with state or federal law, including federal FMLA law, the law shall supersede this policy. In all respects, leave of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

### **Definitions**

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

"Parent" does not include parents-in-law.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves:

- an overnight stay in a hospital, hospice, or residential medical care facility;
- a period of incapacity that requires absence from work for more than three consecutive calendar days AND involves either two or more treatments by a healthcare provider, or at least one treatment by a healthcare provider plus a regimen of continuing treatment;
- any period of incapacity due to pregnancy or for prenatal care;

- a chronic serious health condition that results in periods of incapacity and sometimes requires treatment;
- permanent or long-term conditions which require medical supervision; or
- multiple treatments and recovery therefrom.

“Spouse” means a husband or wife in a marriage or in a common-law marriage. Spouse does not include an unmarried domestic partner.

The “12-month period” during which the leave entitlement occurs is designated as the calendar year January 1 through December 31.

Married employees: If an employee and his/her spouse are both employed by the City and are both eligible for family and medical leave, the employee and his/her spouse will be limited to a combined total of twelve weeks of family and medical leave a year taken for any one or all of the following reasons: birth of a child or to care for the child after birth; placement of a child with the employee for adoption or foster care or to care for the child after placement; or to care for the employee’s parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of an employee’s spouse or child, or because of an employee’s own serious health condition.

### **Circumstances that Qualify**

The Family and Medical Leave Act provides that eligible employees may take up to 12 weeks of unpaid leave during a 12-month period for any of the following reasons:

- The birth of a child and to care for a newborn child within one year of birth.
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
- A serious health condition that makes the employee unable to perform the functions of his/her job.
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- Qualifying Exigency Leave: Eligible employees may take up to 12 weeks of FMLA leave to handle exigencies related to a family member's active duty military service or call to active duty, which means leave to deal with child care, financial or legal arrangements due to deployment, leave to address issues arising from the death of his/her covered service member, or leave to spend time with a covered service member who is on short-term temporary rest and recuperation leave during deployment, among other things.
- Covered Service Member Family Leave: Eligible employees may take up to 26 weeks of FMLA leave to care for a spouse, son, daughter, parent or next of kin who has a serious injury or illness incurred in the line of active duty in the United States Armed Forces.

### **Employee Eligibility**

Only eligible employees are entitled to take FMLA leave. In order to be eligible to take family medical leave, an employee must meet all of these criteria:

- Have worked for the City for 12 months or more within the last seven years (unless the break in service was due to an employee's fulfillment of military obligation or governed by a CBA or other written agreement);
- have worked at least 1,250 hours for the City during the 12-month period immediately before the date the FMLA leave is to start; and
- be employed at a location where 50 or more employees are employed by the City within 75 miles of that location.

### **How and When Leave May be Taken**

Family and medical leave is taken either in consecutive workweeks; intermittently in separate blocks of time; or by reducing the number of days the employee works per week or hours per day.

**Duration of FMLA:** Eligible employees may receive up to twelve (12) weeks of FMLA within a rolling twelve-month period measuring backward from the date leave is requested. Spouses working for the City are entitled to a combined twelve weeks in a twelve-month period unless the leave is for a serious health condition of either spouse. FMLA for the birth or placement of a child for adoption or foster care must be concluded within twelve months of the birth or placement of the child.

**Intermittent/Reduced Schedule FMLA:** FMLA for a serious health condition of the employee or an immediate family member may be taken intermittently in increments as small as ¼ hour or on a reduced schedule basis. Medical certification will be required providing the need for intermittent or reduced schedule leave. The employee shall attempt to schedule his/her intermittent or reduced schedule leave so as to not disrupt the City operations. In the event of a reassignment, the employee's pay and benefits during this time will be equivalent to the employee's current pay and benefits.

### **Certification**

Any leave for a serious health condition, whether for the employee or for the employee's child, spouse, parent, or covered service member, will require medical certification. Medical certification forms are available from the City Clerk's Office. The City may request a second or third opinion of a medical certification at the City's expense. Periodic re-certification at the City's expense may also be required. Medical certifications, if requested, must be provided within fifteen (15) calendar days of the request, unless special permission is received from the City Clerk (who shall serve as the FMLA Coordinator).

Employees will be required to periodically check in with the City Clerk during their leave to keep the City apprised of their status and intent to return to work. Confidentiality regarding the request will be maintained except for return-to-work information or required information to ensure safety. FMLA files are considered medical records and will be kept separate from the personnel file. Certification will include the date of onset, the probable duration, type of treatment and other appropriate medical facts concerning the condition. If an employee is seeking leave for his/her own health condition, the certification must also state that the employee is unable to perform the essential functions of his/her position. For leave to care for a family member, the certification must state that the employee is needed to care for the family member and an estimate of the amount of leave time the employee will need. Other certification requirements apply in the case of intermittent or

reduced schedule leave.

Employees shall be required to complete all necessary Family and Medical Leave Act documentation within the timelines provided under the law prior to any leave being approved as family and medical leave. All documentation and forms shall be available from the City Clerk's Office. If the employee fails to complete and return all necessary Family and Medical Leave Act documentation and the leave is such that would be covered as approved family and medical leave, the City may designate the leave as approved family and medical leave.

The City reserves the right to require an employee to provide recertification for the need for leave depending on the amount of leave required.

The City reserves the right to require a copy of the covered service member's active-duty orders or other documentation issued by the military which indicates the service member is on active duty or called to active-duty status and the dates of the covered service member's active duty service. This information need only be provided to the City once.

### **Notice Requirements**

An employee requesting family and/or medical leave must give the City at least 30 days advance notice if the reason for the leave is foreseeable. If 30 days advance notice is not possible given the particular circumstances of the employee's request, the employee must notify the City as soon as is practicable – generally within one or two business days from the time when the employee first learns of the need for leave. Employees must make a reasonable effort to schedule foreseeable or planned leaves of absence so that they do not unduly disrupt the City's operations.

In those cases where the leave is foreseeable and the employee should provide thirty days' advance notice and fails to do so, the employee shall provide a written explanation to the City why such notice was not practicable upon request from the City. Failure to provide notice when required may result in discipline to the employee.

If an employee returns from any period of absence which has not been designated as FMLA leave and the employee wishes to have the leave counted as FMLA leave, the employee must notify the City Clerk within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide this notice to the City Clerk may prevent the employee from making any later request or claim that the absence should have been covered by FMLA. Upon notification of the request for retroactively applied FMLA leave, the City Clerk will evaluate the employee's request and, if necessary, provide the employee with the necessary Notices as required by law.

### **Wages**

FMLA Leave will be unpaid except as covered by any accrued sick leave, personal time, vacation time, compensatory time, holidays, and disability or workers' compensation benefits, if applicable. An employee who has available paid time off, including sick leave, personal time, vacation time, compensatory time, holidays, and disability or workers' compensation benefits will be required to use all appropriate paid leave in that order concurrently with his/her FMLA leave. When an employee has exhausted all available paid leave, the remainder of any FMLA leave will be without pay.

## **Continuation of Insurance Coverage and Fringe Benefits**

During the period of family and/or medical leave, the City will continue the employee's group health plan insurance at the same level and under the same conditions as if the employee had continued working with the City in his/her assigned position. Employees will be required to make arrangements with the City to pay their required shares of the cost of the health insurance premiums while on leave. If an employee does not return from FMLA, the City reserves the right, in its discretion, to recover the City's portion of the premiums it has paid to maintain the employee's health coverage.

All seniority rights to which an employee is entitled shall accumulate during FMLA leave provided the employee returns to work after the requested leave. Additional sick leave and vacation time shall accrue during the time that the employee is on paid leave but will not accrue if on unpaid leave. Full-time employees on paid leave will receive holiday pay when a holiday occurs. Employees on unpaid leave will not receive holiday pay.

## **Coordination with Other Forms of Leave**

FMLA leave is coordinated with other existing forms of leave as follows:

- If an employee's workers' compensation leave, under the Iowa Code Chapter 85 also qualified for FMLA leave, such leave shall run concurrent to the employee's FMLA entitlement.
- When FMLA leave is used for the employee's serious health condition that is covered by the Iowa Code Chapter 85, the employee may be entitled to paid leave. An employee will not be required to use any accrued paid leave provided by the City if the employee receives paid leave under such leave.
- Any leave taken under state or federal law for pregnancy disability that also qualifies for FMLA leave shall be counted against the employee's entitlement for both purposes.

## **Return to Work After Family and/or Medical Leave**

An employee who qualified for FMLA and has been unable to work due to a serious health condition must provide the City with a written release to return to work from a health care provider before returning to work. Failure to provide that certification will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job. If the employee can perform the essential functions of his/her job, the employee will be restored to his/her former position, if that position is vacant, or one with equivalent pay, benefits and conditions of employment provided the employee has complied with the requirements of this policy. If an employee's healthcare provider states that the employee may return to work, but that he/she has certain restrictions which limit the employee's ability to perform certain essential job functions, then such work restrictions shall be analyzed with respect to the essential functions in order to determine whether or not a reasonable accommodation is possible.

Any employee who decides during the period of family and/or medical leave or following the completion of family and/or medical leave, that he/she will not return to work with the City, is asked to advise the City of this fact in writing immediately. If an employee fails to return to work after exhaustion of his/her 12 weeks of FMLA, that employee's employment may be terminated.

## Termination of FMLA Leave

An employee's FMLA leave and accompanying benefits will cease if any of the following occurs:

- The employee's employment with the City would have been terminated due to other factors, even if the employee had not taken FMLA leave.
- The employee informs the City of his/her intent not to return from leave in writing.
- The employee fails to return from leave or continues on leave after exhausting his/her FMLA leave entitlement.
- The employee fraudulently obtains FMLA leave.

## Other Provisions

**Exempt Employees:** Salaried executive, administrative, and professional employees of covered employers, who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exemption to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

**Dishonesty:** Any deliberate misrepresentation resulting in the misuse of FMLA leave will subject employees to disciplinary action, up to and including termination of employment.

**Enforcement:** It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to FMLA.

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If an employee believes that their rights under the FMLA have been violated, they may file a complaint with the Wage and Hour Division or file a private lawsuit against their employer in court.

For additional information, visit the Federal Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call the toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243). This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

### 15.4 Pregnancy, Childbirth or Related Medical Condition Leave

An employee's pregnancy or related condition may be a temporary disability. Under Iowa law, where paid leave is not available, or there is insufficient paid leave available under any health or temporary disability insurance plan or sick leave plan, the employer shall grant an employee who is disabled by the pregnancy an unpaid leave of absence for the period the employee is disabled because of the employee's pregnancy, childbirth or related medical condition, or for eight (8) weeks, whichever is less. However, an employee may request to use her balance of compensatory time instead of taking leave without pay.

The employee must provide timely notice of the period of leave requested. Before granting the leave of absence, the City may require that the employee's disability resulting from pregnancy be verified by a health care provider's signed and dated written certification stating that the employee is not able to reasonably perform the essential functions of her position.

Depending on the facts and circumstances, an employee on an approved pregnancy or childbirth leave of absence who is unable to return to work following the maximum eight-week period may seek a further leave of absence under the ADAAA (Section 7.8) or under Leave of Absence Without Pay (Section 16.3).

## **POLICY 16 -- OTHER TYPES OF LEAVE**

### 16.1 Professional Conference Attendance

(A) Employees desiring to attend professional conferences should make a written request to the City Administrator at least one month prior to the opening of the conference, or in time to take advantage of any pre-registration savings. All requests should include the conference schedule, registration information, and anticipated costs. Having money in the budget for travel does not automatically authorize conference attendance.

(B) Reimbursement for training and conference costs shall be as follows:

(1) Actual registration fee.

(2) Moderately priced room rate or room at the conference venue.

(3) Round trip transportation (either City vehicle, private vehicle at current IRS rate or coach fare; whichever is least). When practical, employees are required to take City vehicles to conferences and workshops.

(4) Actual cost of any additional transportation once at the location and professional materials.

(5) In State Policy

Actual cost of meals not to exceed \$10.00 morning, \$15.00 lunch and \$25.00 evening or \$50.00 per day, (alcohol excluded) except meals when part of the registration package. Miscellaneous gratuities up to 15% are acceptable. The gratuity may be added on top of the allowed amount.

(6) Out of State Policy

A per diem based on the rate set by the federal government. Employees will receive per diem based on the nights stayed excluding travel days. Employees shall receive seventy-five (75) percent of the per diem of the federal rate for days traveling to and from the conference. No receipts are needed unless items are purchased on a City-authorized credit card.

(C) Itemized receipts including the tip will be required to support all claims. A travel form (provided by the City) with a detailed accounting of money spent shall be submitted by the employee to their Department Head/Supervisor within one week of the conference end otherwise the conference may not be reimbursed pursuant to Iowa Code Section 91A.5.

## 16.2 Military Leave

Regular full-time employees who serve in the United States Armed Services, Reserves or National Guard are entitled to leaves of absence for required training or active military duty in accordance with Iowa Code Chapter 29A. These employees, when ordered to active duty or service, are entitled to leave with pay for the first thirty days of such leave of absence. Such employees are entitled to thirty (30) calendar days of paid leave for military service per calendar year. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one day toward the thirty (30) calendar days without loss of pay. Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the City's policies on vacation, compensatory time, or unpaid leave, and with applicable state and federal law.

An employee's eligibility for re-employment with the City after completing military service will be determined in accordance with applicable state and federal law. Conditions for re-employment are briefly explained as follows:

(A) The employee, or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of the employee's service to his/her immediate supervisor, unless military necessity prevents employee from giving notice or it is otherwise impossible or unreasonable;

(B) The cumulative length of the absence and all previous absences from the employee's employment with the City for reason of military service must not exceed five (5) years, except in certain instances as required by law;

(C) The employee's discharge from military service must be honorable; and

(D) When the employee returns from military service, he/she must report to work or submit a timely application for re-employment according to the following schedule:

For service of less than 31 days the employee must report to work by the beginning of his/her first regularly scheduled workday that would fall eight hours after the employee returns home, however, the employee shall be permitted travel time and an eight-hour rest period. For service of 31 to 180 days the employee must apply for re-employment within 14 days after completing service. For service of 181 days or more the employee must apply for re-employment no later than 90 days after completing service.

Employees on leave for military service and any of their dependents entitled to coverage under the City's health insurance plan are entitled to coverage as follows:

(A) An employee that leaves employment for less than 31 days is entitled to continued health insurance coverage and will not be required to pay more than what an active employee would pay for coverage.

(B) An employee that leaves employment for more than 30 days is allowed to elect to receive continued coverage under the City's health insurance plan for up to 24 months following separation from employment or until the employee's re-employment rights expire, whichever event occurs first. The City may require the employee to pay up to 102% of the premium under this circumstance.



Any compensation paid to an employee on military leave will be paid on the regularly scheduled pay dates.

Military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.

### 16.3 Leave of Absence Without Pay

All banked time off must be used before any leave of absence without paid time can be authorized.

(A) Department Heads may grant leaves of absence without pay upon proper application in writing without pay for periods of up to two (2) weeks with the approval of the City Administrator. Upon proper application and with justification, longer leaves of absence without pay may be granted if approved by the City Council. Unpaid leaves of absence shall be granted for any purpose reasonable in the judgment of the City Administrator and/or City Council if applicable. Failure to return at the date designated shall constitute a voluntary resignation.

(B) If an employee's position is still open/available and if the employee is qualified to perform the essential functions of that position with or without reasonable accommodation, the employee may return to their position following a leave of absence without pay.

(C) No benefits shall accrue during leaves of absence without pay.

(D) Benefits are suspended during leaves of absence without pay, except in such cases as insurance programs where the employee elects to pay his/her own premiums in advance. While on unpaid leave for employees who have been enrolled in the City's health insurance for more than six months, the City shall continue to pay its portion of the employee's health insurance premium. At least thirty days prior to any unpaid leave of absence, or in cases where the unpaid leave of absence is unforeseeable, as soon as practicable, the employee shall make arrangements with the City regarding how the employee will pay his/her portion of the health insurance premium. If an employee fails to pay his/her portion of the health insurance premium per arrangements made with the City, the City shall provide the employee with written notice that it intends to cancel the employee's health insurance plan, and if the employee does not pay the premium within ten (10) days of the date on the written notice, the City shall be permitted to cancel the employee's health insurance plan.

(E) If a leave of absence without pay is due to an employee's own physical or mental injury or illness, the employee shall present a health care provider's signed and dated written certification stating the employee is able to return to work with or without reasonable accommodations related to their essential job functions.

### 16.4 Bereavement Leave

In case of death in the immediate family (other than a spouse, child or parent), a regular full-time employee shall be granted a leave of absence with pay for a period of three (3) workdays. In case of the death of a spouse, child, or parent, a regular full-time employee shall be granted a leave of absence with pay for a period of five (5) workdays. To be eligible for paid funeral/bereavement leave an employee must have completed their probationary period. Employees may be required to submit proof of death and/or relationship.

## 16.5 Personal Day

- (A) All full-time employees earn four (4) personal days each fiscal year in July. If hired after July 1, a full-time employee is entitled to one (1) personal day off from work with pay for each full quarter they work, to be used before July 1 of the following year.
- (B) New employees earn and may use one Personal Day per calendar quarter:
  - a. July-September
  - b. October-December
  - c. January-March
  - d. April-June
- (C) The employee must obtain approval by their Department Head to use their personal day. Where a conflict exists between employee requests to use their personal days, seniority shall apply.
- (D) Employees will be paid their regular hourly rate/salary for the personal day used.
- (E) Personal days may not be carried over from fiscal year to fiscal year and an unused personal day shall be forfeited on the last day of the fiscal year.
- (F) Personal days must be taken in a minimum of one-quarter hour increments.

## 16.6 Jury/Court Leave

Any regular full-time or part-time employee who is required to serve on a jury, or as a result of official City of Oelwein duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive shall be allowed authorized leave. A new employee called will have his/her Probationary period extended by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his/her Department Head immediately in order that arrangements may be made to cover the position. The City reserves the right to request that an employee who is called for jury be excused if his/her absence would create a hardship on the operational effectiveness of the department to which they are assigned.

The employee is responsible for turning in a statement of time release from the county and must return back to work within one hour of the stated time.

Time away will not affect vacation, sick leave or personal leave accruals.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties or who appear in court as a plaintiff against the City or related entity/person shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.

Employees are to return to work after jury duty within one hour although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her Department Head and to report to work as instructed.

## 16.7 Election Day Workers

City Employees that volunteer to work election day can receive paid time off at the rate of a regular eight-hour workday. Employees must give notice that they are working elections before they are allowed paid time off. Employees must have approval from their Department Head. Employees must provide verification from the county that they served on election day.

### **POLICY 17 -- INJURIES, INSURANCE AND BENEFITS**

## 17.1 Workers' Compensation

To provide for payment of employee's medical expenses and partial salary continuation in the event of a work-related injury or illness, employee is covered by workers' compensation insurance. The amount and duration of benefits payable depend on the nature of the employee's injury or illness.

Any employee who sustains a work-related injury or illness must inform his/her supervisor/Department Head immediately, no matter how minor the injury or illness may appear. In all cases, an injury/incident report must be completed with the City Clerk and signed by the employee within 24 hours of the injury or illness. Failure to report such an injury shall result in discipline, up to and including termination. Based on the circumstances associated with the injury or illness, the employee may be eligible for compensation according to the state's work disability laws and regulations. The City shall direct care for all workers' compensation injuries including but not limited to selection of the employee's treating healthcare provider(s).

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the City.

Guidelines: The City's policy and practices related to an employee who is injured on the job include, but are not limited to, the following guidelines:

- Employees should contact their supervisor/Department Head and file an incident report with the City Clerk immediately (no later than 24 hours following the incident)
- If the employee fails to report to a scheduled appointment, it will be considered failure to report to work and the employee may be subject to discipline.
- Employees not following any work restrictions may be subject to discipline, up to and including termination.
- While on workers' compensation leave, the employee is required to keep the City informed of his/her verbal or written correspondence with his/her treating health care provider(s), insurance carriers, physical therapists and all other related parties so a complete claim file can be maintained by the City.
- The rapid and efficient return of the employee to his/her job or an alternate position until the treating health care provider releases the employee to regular duties is the desired outcome of workers' compensation incidents.

Prior to returning to work the employee shall provide a signed and dated written certification from the City's designated health care provider indicating that the employee is released to return to work and is capable of performing his/her essential job functions with or without a reasonable accommodation.

The City may at their own discretion supplement Iowa Workers' Compensation payments. The intent of this policy is to allow employees receiving workers' compensation to be paid a supplemental amount to bring their total compensation to the regular time take home pay they would have earned on the job. Supplemental payments may be charged against payroll, the employees accumulated sick leave, vacation leave, or personal days.

If an employee fails to report to work at the end of the approved workers' compensation leave or if the employee is employed by or working for another employer or company during the workers' compensation leave, his/her employment with the City will be considered voluntarily terminated.

## 17.2 Retirement Systems

All regular full-time City employees, except the City Administrator upon their election and Police and Firefighters, shall participate in the Iowa Public Employees Retirement System. Full-time Police and Fire employees may elect to participate in the Municipal Fire and Police Retirement System of Iowa.

IPERS and MFPRSI benefits accrue from both employee and employer contributions. Contributions to the retirement system are mandatory for eligible positions and are deducted from the member's salary each payroll period. IPERS and MFPRSI provide for retirement benefits when a member meets the plan requirements.

If an IPERS or MFPRSI member terminates service without retiring, the member should consult the IPERS website at [www.ipers.org](http://www.ipers.org) or the MFPRSI website at [http://www.mfprsi.org/](http://www.mfprsi.org) for the member's options. Annual benefit statements are provided to participating members by their respected programs. Employees may request an estimate of benefits from IPERS and MFPRSI at any time to obtain an approximate projected retirement benefit figure. Employees contemplating terminating service upon retirement should consult the IPERS website at [www.ipers.org](http://www.ipers.org) MFPRSI <http://www.mfprsi.org/> for requirements. The City appreciates 90 days' notice prior to any employee's retirement date.

Enrollment and benefit forms are available through the Clerk's office. It is the employee's individual responsibility to keep information on file up to date related to his/her retirement account as to name, address and beneficiary(s).

## 17.3 Hospital, Medical and Life Insurance

(A) The City will contract for a hospital, medical, and life insurance policy for each full-time employee. Employees become eligible for insurance on the first of the month following 30 days of employment. The employee cost of coverage will be determined annually by the City Council through the salary resolution. The City and the Employee will cost share, should the premium increase from the previous fiscal year. The Employee's monthly contribution rate, based on the coverage that they receive (single/family), will increase by a percentage that is 50% of any increase to the rate that the City receives. The City also provides employees access to dental and vision insurance; however, employees are responsible for 100% of the cost of the premium.

(B) If an employee is absent because of illness or off-the-job injury and properly notifies the City Clerk of such absences, the City shall continue to pay the premium apportioned as described above in paragraph (A) for the period of time that the employee is entitled to sick leave and/or vacation benefits (deducting the employee's premium cost from their pay checks).

(C) If an employee is injured on the job, the City will continue to pay the above-specified contribution to the employee's hospital, medical, and life insurance premiums until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

(D) If an employee is granted leave of absence, said employee shall pay to the City sufficient monies to pay the required contribution during the months absent. This payment shall be required in full prior to approval of the leave of absence. See Section 16.3(D).

(E) For any situation where an employee is not receiving a paycheck from the City but continues to be enrolled in the City's health insurance program, the employee shall make timely arrangements with the City regarding how the employee will pay his/her portion of the health insurance premium. If an employee fails to pay his/her portion of any insurance premium per arrangements made with the City, the City shall provide the employee with written notice that it intends to cancel the employee's health insurance plan, and if the employee does not pay the premium within ten (10) days of the date on the written notice, the City shall be permitted to cancel the employee's insurance plan. See Section 16.3(D).

(F) Enrollment forms should be completed in the following instances:

- (1) New Employees beginning service with the City.
- (2) Employees wanting to add an eligible dependent.
- (3) Employees who want to drop a dependent.

Enrollment forms are available from the Clerk's office. It is the employee's responsibility to notify the Clerk of any change in dependent status by completing updated enrollment forms. Upon termination of employment with the City, the employee may elect to continue medical coverage under the Consolidated Omnibus Budget Reconciliation Act (R.L. 99-272) (COBRA). The Clerk or his/her designee provides eligible employees with information on COBRA.

#### 17.4 Comprehensive Budget Reconciliation Act (COBRA)

Employees of the City and their qualified dependents currently enrolled in insurance programs have the opportunity to continue certain insurance coverage under the City's group plans, as required by law, at the employee's/dependent's cost. Employees are eligible when a "qualifying event" would normally result in the loss of eligibility. Qualifying events include resignation or termination of employment for any reason other than gross misconduct; death or disability of an employee; a reduction in an employee's hours or a leave of absence; employee's divorce or legal separation; dependent child no longer meeting eligibility requirements; or the spouse of an employee who elects Medicare coverage.

The employee or dependent will be required to pay the full cost for coverage at the City's group rate plus an affordable care act fee, health reimbursement plan fee, two percent of COBRA fee, patient-centered outcomes research institute fee, and administrative fee as required under the law.

Eligible employees are notified in writing of their rights under COBRA when the employee becomes eligible for coverage continuation. For more information regarding this benefit, please contact the City Clerk.

Alternatively, under Iowa Code Section 509A.13, an employee who retires before attaining sixty-five (65) years of age may continue participation in the group plan or under the group contract at the employee's own expenses until the employee attains sixty-five (65) years of age. See Section 10.4 above for additional information.

#### 17.5 Employee Medical Examinations

The City may require an applicant to submit to a job-related physical examination by a health care provider designated by the City and at the City's expense or the prospective employee's health care provider at the prospective employee's expense if the employee requests to see his/her own health care provider. The applicant shall not be required to submit to a job-related physical examination until after the employee has been offered a position, but before the employee starts work. Additionally, the City may require that a current employee be examined by a qualified and licensed health care provider selected by the City if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence.

Following an examination, an employee or applicant shall provide a health care provider's signed and dated written certification stating that the employee is capable of performing the essential functions of the employee's job with or without reasonable accommodations or is capable of performing the essential functions of another job, which is open/available and for which the employee is qualified, with or without reasonable accommodations. The results of the examination will be kept in a confidential file separate from other employee records.

#### 17.6 Light Duty Policy

##### Definitions:

Light duty: limited and/or modified duty assignments which excuse an employee from performing some or all of the essential job functions in his/her position or in another position with or without a reasonable accommodation for a temporary period of time in order to permit the employee to continue working and earning pay during his/her period of recovery/recuperation from a mental or physical impairment (including pregnancy and pregnancy or childbirth related conditions). Light duty shall not continue indefinitely. Light duty shall not be provided for permanent impairments which impact the employee's ability to perform some or all of the essential functions of his/her job with or without a reasonable accommodation. Instead, when an impairment becomes permanent, the City and the employee shall discuss through the interactive process whether the employee's permanent impairment is a disability as defined by the Iowa Civil Rights Act or the ADA and whether reasonable accommodations that do not present an undue burden can be implemented.

Temporary disability: a mental or physical impairment or impairments (including pregnancy and pregnancy or childbirth related conditions) which results in temporary physical limitations/restrictions certified by the employee's health care provider which temporarily impact the employee's ability to perform the essential functions of his/her position as set forth in the job description.

Temporary: lasting for a limited period of time. An interim measure, which is not permanent. However, this term will be defined on a case-by-case basis depending upon the availability of light duty, the anticipated length of time needed for the light duty, and the creation of any undue burden on the City's operations and its employees.

Policy:

The City is committed to encouraging employees to return to work when their health care provider certifies that they are physically and mentally able to perform some or all of the essential job functions of their position or in another position. This permits the employee to continue to work and earn pay; accrue benefits; avoid loss of sick leave; and avoid expiration of any applicable leaves of absence.

Accordingly, if an employee with a temporary disability as defined above requests light duty and if light duty is available within the employee's limitations and restrictions certified by his/her health care provider, the City shall offer temporary light duty to the employee. The City shall provide the light duty offer using the City's form which can be provided by the City Clerk.

Light duty shall extend only for the temporary period the light duty is available and the temporary period during which the employee's health care provider certifies the need. Light duty is not applicable to permanent impairments. (See definitions) Employees shall remain in regular communication with the City regarding their status and need for light duty. Employees shall provide all health care provider status updates or changes to the City in writing.

All temporary light duty requests shall be made in writing using the City's form and attaching the requesting employee's health care provider's signed and dated certification of the need for temporary light duty with an express and detailed explanation of the limitations/restrictions on the employee's mental or physical abilities, and in relation to employee's essential job functions and the time period for the light duty if known. Employees shall deliver the light duty request to their supervisor with a copy to the City Clerk. The City shall provide the written offer of light duty to employee and his/her supervisor.

If an employee believes that an offer of light duty does not comply with the employee's job restrictions, the employee shall provide a detailed, written statement about the claimed non-compliance to the City Clerk. The City shall then evaluate the employee's statement and either (1) modify the offer of light duty; (2) revoke the offer of light duty; or (3) communicate to the employee that the offer stands unchanged because it complies with the employee's work restrictions. If an employee fails to report to work when the employee has been ordered to return to a light duty position that complies with the employee's work restrictions, the employee shall be disciplined up to and including termination.

All materials related to requests for light duty, health care providers' written communications and the offer of light duty shall be kept in the employee's confidential medical file.

## **POLICY 18 -- SPECIAL ALLOWANCES**

### 18.1 Uniforms

(A) The City will furnish uniforms as determined by the Department Head and approved by the City Administrator.

(B) Full-time employees are eligible for uniforms and safety boots. Part-time parks and cemetery employees shall be eligible to receive safety boots after the successful completion

of one (1) full season with the City upon starting their second season. Safety boots will be provided with styles determined by the Department Head and approved by the City Administrator. The City will pay up to \$200.00 toward safety boots as needed.

(C) All employees will be provided protective headgear, eye shields, and safety garments as needed in their position.

(D) Full-time employees who regularly work outside will be provided with five shirts, five pairs of pants, rain gear, winter overalls, and gloves.

(E) Employees who attend conferences or workshops outside of their normal working place will be required to wear city issued uniforms when the clothing is appropriate.

(F) All lifeguards for the City will be provided with swimsuits. Lifeguards must reimburse the City for swimsuit purchases if the employee fails to work for the City.

## 18.2 City Property

Employees having custody of City property shall be responsible for its proper care, use, and security. All employees are required to leave their work area clean at the end of their shift or workday. Any improper, careless, negligent, destructive or unsafe use or operation of City property or equipment may result in disciplinary action up to and including termination of employment.

Department Heads shall be notified if any City property, including equipment, machines or tools appear to be damaged, defective or in need of repair. Prompt reporting of damage, defects and need for repair will prevent deterioration of equipment and possible injury to employees or others. Department Heads are available to answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The use of City property, including equipment and vehicles for personal or non-work-related tasks is strictly prohibited and may result in disciplinary action up to and including termination of employment or criminal charges.

If the employee fails to return said City property at the time of their termination or returns the property in disrepair, the City may withhold funds to reimburse the City from the employee's final paycheck pursuant to the authorization in the employee acknowledgment form at the end of this manual (and pursuant to state and federal wage and garnishment laws) or the City may elect to withhold payment of any banked but unused vacation leave normally due and owing the employee. See also Section 10.7.

## 18.3 Travel Allowance

See Section 16.1.

## 18.4 Education Allowances

The City encourages all employees in their self-improvement efforts. Expenses for job-related courses may be reimbursed by the City. Authorization for expenditures must be secured in advance from the City Administrator.



Areas in which the City has historically paid education allowances for include:

- (A) Fire and Police training programs.
- (B) Water and sewer plant operators training programs.
- (C) Special training programs which benefit the City.

The City may pay the cost of tuition, books, mileage, and room and board; where applicable and when approved in advance and upon successful completion and attainment of certification. Employees must reimburse the City for all failed certifications.

#### 18.5 Recruitment and Retention

The City Administrator shall have the authority to negotiate with department heads and exempt salaried employees; wages, benefits, and leave time to ensure that the City of Oelwein retains and attracts top talent for key roles within the organization.

#### 18.6 City Pool Pass

The City shall provide a pool pass to the Oelwein Family Aquatics Center ("the aquatics center") for all full-time employees and their respective families after a successful probationary period. A pool pass shall also be provided to part-time employees, volunteer fire fighters, and reserve police officers after a successful season or year of employment with the City upon starting their second season.

Any employee taking advantage of this optional membership offer does so at their own risk. The City will not be liable for any accidents or injuries sustained while a member is using the aquatics center. This includes but is not limited to any accidents that occur from driving to or from the aquatics center. The employee also assumes the risk and expense of transportation to and from the aquatic center. Each employee using the aquatics center will do so on their own time off, not as an employee, and not during work hours. The City assumes no workers' compensation liability during the exercise process, which must take place outside of work hours.

### **POLICY 19 – PAY ADMINISTRATION**

#### 19.1 Temporary Job Assignments

When a salaried position is vacant and an employee assumes temporary responsibility for that position, the employee may be entitled to additional compensation as determined by the City Council.

#### 19.2 Overtime

(A) All overtime must be preauthorized by the Department Head or their designee. Overtime is authorized only for emergency work unless approved by the City Administrator or Department Head. "Emergency work" shall mean that which is needed because of a natural catastrophe or for the protection of life and property. It shall not mean routine day-to-day work. Any employee who accrues overtime without prior authorization from the Department Head or City Administrator for non-emergency work shall be disciplined, up to and including termination.

(B) Unless a CBA applies and states otherwise, employees shall only be paid overtime for actual hours worked. Sick time, holidays, vacation, funeral leave, and personal days shall not be considered actual hours worked for purposes of calculating overtime.

(C) If a CBA applies and requires it, pre-authorized overtime shall be pursuant to the Department's call out list. Otherwise, overtime shall be directed by the Department Head, or their designee as deemed necessary to meet operational necessities.

(D) All call outs during off-duty hours shall be paid at the time and one-half rate with a guaranteed minimum of two (2) hours worked. Refusing overtime can result in discipline up to and including termination.

(E) A pattern of refusing or missing calls from the call out list shall result in discipline up to and including termination. Refusing overtime can result in discipline up to and including termination.

(F) Unless a CBA applies and states otherwise, overtime pay at a rate of time and one-half shall be paid for all hours over forty (40) hours per week for actual hours worked as explained in 19.2(B). The work week begins Sunday morning at 12:01 AM and ends on the following Saturday at 11:59 p.m. unless otherwise specified.

### 19.3 Compensatory Time (Non-Exempt Employees)

(A) Non-exempt employees who work overtime may be entitled to compensatory time off in lieu of overtime pay. If additional hours over forty (40) hours per week are not true overtime hours worked, the hours must be paid out to the employee as straight time during that pay period and cannot be added to the employee's compensatory time bank.

(B) Compensatory time is subject to the approval of the Department Head involved and the City Administrator. The Department Head shall track compensatory time earned, used and unused.

(C) Unless otherwise provided for by a CBA, non-exempt employees can bank up to 40 hours of compensatory time.

(D) Employees will be paid out all of their accrued compensatory time the final pay period in June, and the final pay period in December.

(E) Compensatory time must be taken in a minimum of one-quarter hour increments.

### 19.4 Flex Time (Exempt Employees)

(A) Employees exempt from the FLSA's overtime provisions are typically "salaried." Work schedules are intended to maintain the required flexibility to "get the job done." Exempt employees are expected to work a minimum of 2,080 hours in a work year, although individual schedules may vary greatly throughout the year. However, in recognition of the fact that their duties often require more time than the normal 40-hour work week, exempt employees may be allowed to take informal flex time consistent with effective performance for their duties and with the operating requirements and responsibilities of their department. Flex time is not an entitlement but may be taken with approval of the immediate supervisor or the City Administrator in the case of Department Heads.

(B) Formal payroll time reporting is not required for flex time taken. However, a Department Head or the City Administrator may require exempt employees to maintain a record of hours worked and flex time taken for operational purposes, such as administration of sick leave and vacation time or for grant accounting or allocation of hours for program metrics.

#### 19.5 Longevity

(A) All nonunion full-time employees, after completing the required number of years' service, shall receive additional compensation for increased value to the City through length of service. Said longevity shall be set annually by the city council within the salary resolution.

(B) Union employees will receive longevity as stated in their CBA's.

### **POLICY 20 -- SENIORITY**

#### 20.1 Seniority

Seniority shall be considered first on a departmental basis, and then where possible and applicable on a City-wide basis and shall be an element in all personnel transactions provided an employee has the qualifications and ability to perform the job for which he/she claims seniority.

(A) The City Clerk or his/her designee shall be responsible for preparation and maintenance of a master seniority list for collective bargaining departments which shall contain the names of all employees in the order of their appointment to the service in the department. Seniority standings shall remain unchanged unless affected by leaves of absence without pay of longer than two weeks in duration. Leaves of absence for illness, injury on or off the job, or military duty with the Armed Forces of the United States shall not interrupt service toward seniority but all other leaves of longer than two weeks shall affect it. A copy of the seniority list shall be available in the City Clerk's office and the department head at all times and in such other places as he/she may direct.

(B) Assignment of work with or without pay differential within departments shall be made on the basis of the efficient operation of the department or the applicable CBA, if any.

(C) On call duty shall be by seniority pursuant to department or division policies or applicable practice.

(D) Employees shall lose their seniority upon voluntary resignation or termination from City employment or upon failure to return to work from a leave of absence as provided in this manual.

### **POLICY 21 -- POLICE AND FIRE**

#### 21.1 General Provisions

Uniformed personnel of the Police and Fire Departments shall be subject to the provisions of the Iowa Code and to the policies and regulations of their departments. Iowa law and the departmental policies and regulations shall take precedence over any conflicting policies and regulations.

## 21.2 Applications

All applications for a position in either the Police or Fire Departments shall meet requirements as established by Iowa Code.

## 21.3 Examinations

(A) Individuals seeking a position as either a police officer or firefighter may be required to pass performance, physical, oral, written, medical and psychological examinations. If an applicant or employee is required to submit to a medical or psychological test, the City shall designate the health care provider and the test will be at the City's expense. Such exams shall be given to determine if the employee is fit to perform the essential functions of the job. The applicant shall not be required to submit to a job-related physical or psychological examination until after the employee has been offered a position, but before the employee starts work.

(B) Notice of examinations shall be published at least two (2) weeks prior to the examination. Notice for promotional exams may be given by writing to all members of the department.

(C) A register of eligible candidates shall be maintained for a period of 12 months or until exhausted. Individuals shall be ranked in order of their examination scores from highest to lowest.

## 21.4 Promotions

The Civil Service Commission shall provide written directions for promotion on the basis of merit and seniority in service and examinations pursuant to Iowa Code Chapter 400. All examinations for promotion shall be competitive among all members of the next lower rank as desire to submit themselves. Promotions shall be made from the three having the highest rating.

## 21.5 Temporary Appointments

Temporary appointments may be made by the Chiefs of Police or Fire in order to prevent a stoppage of public business, to meet extraordinary exigencies, or to prevent material impairment of either the police or fire department. These shall be for a period not to exceed sixty (60) days. No temporary appointment of any one person shall be made more than twice in any calendar year.

## 21.6 Disciplinary Action

(A) Officers of the Police and Fire Departments may be removed or discharged for cause, upon written charges, and after an opportunity to be heard in their own defense at a hearing of charges. In case an officer or member is found guilty they may be discharged or may be suspended not to exceed thirty (30) days without pay.

(B) The Chief of either the Police or Fire Department or City Administrator may suspend without pay a member of his/her department for a period of not more than three (3) days, but he/she shall notify the Board in writing of such suspension. Any policeman or fireman so suspended may appeal for a review of the suspension within twenty-four (24) hours after such suspension.

## 21.7 Reduction of Force

When the force of the Police or Fire Department is reduced and positions displaced or abolished, seniority shall prevail, and the members so reduced in rank or removed from the service shall be considered furloughed without pay.

If any vacated positions are reinstated, furloughed members of the said position shall be notified by registered mail and shall have prior right to such positions if otherwise qualified. In all cases seniority shall prevail. Written application for the position must be made within thirty (30) days after notification. Such person may be required to submit to examination by the City's designated health care provider.

## **POLICY 22 – EMPLOYEE SAFETY**

### 22.1 General

All employees are required to wear appropriate safety equipment, follow appropriate safety equipment rules and follow appropriate safety procedures according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action up to and including termination of employment.

### 22.2 Hazardous Chemical Communication

This policy is to ensure, under The Employee Right to Know law, that each employee or contractor who is employed by the City is aware of the hazardous chemicals used, stored or generated in any City facilities. It will be accomplished by the following:

(A) Listing of all chemical products used or generated on City property.

(B) Appropriate labels on containers of all chemical products.

(C) Safety Data Sheets ("SDS") will be available for all chemical products on company property.

(D) Employees will be trained to recognize and interpret labels, warnings, color-coding, signs, etc. that are affixed to containers in order to properly protect themselves against potential hazards.

(E) Employees will be trained to understand the elements of Safety Data Sheets ("SDS") and to recognize possible risks to health and physical harm so employees can properly protect themselves against potential hazards.

(F) The written hazard communication in its entirety will be available upon request to employees, their designated representatives, and to local/state/ federal officials who have proper authority.

(G) In-depth safety policies and procedures are available to all employees and can be acquired upon request from the employee's Supervisor.

### 22.3 Bloodborne Pathogen Policy/Plan

The City is committed to providing a safe and healthful work environment for all

employees. In pursuit of this goal, an exposure control plan (“ECP”) is provided to employees to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 C.F.R. § 1910.1030, “Bloodborne Pathogens.” The ECP is a key document to assist the City in implementing and ensuring compliance with the standard, thereby protecting City employees. This ECP includes:

- (A) Determination of employee exposure.
- (B) Implementation of various methods of exposure control, including:
  - 1) Universal precautions.
  - 2) Engineering and work practice controls.
  - 3) Personal protective equipment.
  - 4) Housekeeping.
- (C) Hepatitis B vaccination.
- (D) Post-exposure evaluation and follow-up.
- (E) Communication of hazards to employees and training.
- (F) Recordkeeping.
- (G) Procedures for evaluating circumstances surrounding exposure incidents.

Employees should familiarize themselves with the ECP and direct any questions regarding the ECP to their Supervisors.

#### 22.4 Drug and Alcohol Use/Abuse/Testing

- (A) General Provisions/Policy Statement.
  - (1) Drug and alcohol use is highly detrimental to the safety and productivity of employees in the workplace as well as to the public the City serves. No employee may be under the influence of any illegal drug or alcohol while in the workplace or while operating a vehicle or equipment owned or leased by the City. No employee may be under the influence of any illegal drug while on duty on behalf of the City.
  - (2) According to Iowa law, the unlawful manufacture, possession, distribution, transfer, purchase, sale, use, or being under the influence of alcoholic beverages or illegal drugs while on City property or while operating a vehicle or equipment owned or leased by the City, is strictly prohibited and will lead to disciplinary action including suspension without pay or termination of employment. The unlawful manufacture, possession, distribution, transfer, purchase, sale, use, or being under the influence of illegal drugs while attending business-related activities on behalf of the City is also strictly prohibited and will lead to disciplinary action including suspension without pay or termination of employment.
  - (3) Failure to submit to required medical or physical examinations or tests is misconduct and is grounds for suspension or termination of employment.
  - (4) Drug and alcohol testing is required by the Oelwein Police Department for post-offer/pre-employment, probable cause and random drug testing to detect

prohibited drug and alcohol use by sworn employees. Drug and alcohol testing is also required for employees working in positions designated safety sensitive including for post-offer/pre-employment, probable cause and random drug testing. Drug and alcohol testing is also required as mandated by the Department of Transportation for employees with a Commercial Driver's License (CDL).

(5) When appropriate, the Department Head and City Administrator may refer the employee to approved counseling or rehabilitation programs. Employees may use prescribed medications, provided the use of such drugs does not adversely affect job performance or the safety of the employee or other individuals in the workplace.

(6) Employees engaged in the illegal use, sale, or possession of illegal drugs or controlled drugs on City premises, in a City department vehicle, or while on City time, will be subject to disciplinary action up to and including termination of employment.

(7) Employees charged with illegal use, sale, or possession of illegal drugs or controlled drugs on City premises or while on City time shall file a written report with the City Administrator. This report must be filed within 48 hours of the filing of charges and the employee may be subject to disciplinary action up to and including termination of employment. After reviewing the written report, the City Administrator may determine that the employee's actions have rendered the employee subject to discipline up to and including termination of employment.

(B) Drug and Alcohol Abuse Testing Procedures

1. Definitions

(a) *Safety Sensitive Employee:* A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time. This includes part-time safety sensitive employees.

(b) *Reasonable Suspicion Drug and Alcohol Test:* Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:

- (i) Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
- (ii) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

- (iii) A credible source's report of alcohol use or the use of drugs. The Mayor will have the final determination of who is a credible source.
  - (iv) Evidence that an employee has tampered with any drug or alcohol test during the employee's employment with the City.
  - (v) Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
  - (vi) Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the City's premises or while operating City-owned vehicles, machinery or equipment.
  - (vii) The employee's statement or admissions of drug use while he or she is a City employee.
- (c) *Positive Test:* An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.
- (d) *Illegal Drugs/Substances:* Any substance which cannot be legally obtained or is legal but has not been legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.
- (e) *City Official:* Elected officers of the City, including the Mayor and City Council members.

## 2. Notification

- (a) The City will notify applicants of this drug and alcohol testing policy at the time of their first interview.
- (b) The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
- (c) All drug testing results, and other confidential information will be kept confidential.
- (d) Drug and alcohol testing shall be done by an outside contractor as designated by the City.
- (e) Each employee and applicant will sign a form acknowledging receipt of these materials.

## 3. Employee Drug Testing

- (a) *Post-Accident Testing:* After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if



(1) it is allowed and/or required by state or federal law; or (2) reasonable suspicion exists.

(b) Reasonable Suspicion Testing:

- (i) When any Supervisor, City Administrator or City Official has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty or otherwise violating the terms of this policy, that Supervisor, City Administrator, or City Official shall require reasonable suspicion testing.
- (ii) If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

4. Drug Testing Procedures

- (a) Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
- (b) Drug testing will be conducted at a location designated by a Supervisor or the City Administrator.
- (c) The City will designate the type of testing to be performed on the sample collected.
- (d) Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
- (e) A specimen testing positive will undergo an additional test to confirm the initial result.
- (f) The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to marijuana, cocaine, heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
- (g) Any employee who breaches the confidentiality of testing information shall be subject to discipline.
- (h) The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled or follow-up drug or alcohol testing ordered by the City.
- (i) In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

5. Post-Testing Procedures

- (a) An employee's negative drug test results shall be retained by the City. The employee may request a copy of the negative drug test.
- (b) An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including termination of employment.

- (c) If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including termination of employment. The employee shall be responsible for all costs incurred when working with the Substance Abuse Professional.
- (d) If the Substance Abuse Professional determines the employee has a drug or alcohol-related problem, the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

## 6. Drug Test Results

- (a) All records pertaining to required drug tests shall remain confidential and shall not be disclosed without the written permission of the person whose records are sought. The City Administrator shall have access to the records for purposes of employment decisions. Computerized recordkeeping shall comply with this provision of the policy.
- (b) Drug test results and records shall be stored and securely retained for an indefinite period in a drug test file maintained by the City Administrator.

## 7. Responsibility

- (a) It shall be the responsibility of the City Administrator, City Clerk, and Mayor to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
- (b) It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including termination of employment.

## (C) Federal Motor Carrier Safety Administration (FMCSA) Provisions

(1) The Federal Motor Carrier Safety Administration (FMCSA) requires alcohol and drug testing of drivers who are required to have an Iowa Commercial Driver's License (CDL). As such, alcohol and drug testing are a condition of employment for all employees required to have a CDL. The DOT rules include procedures for urine drug testing and breath alcohol testing. In addition to the policies described elsewhere in the drug and alcohol testing policy of this Handbook, these policies apply to CDL employees, including safety sensitive employees as defined in this section.

## (2) DEFINITIONS

- (a) **Commercial Driver:** This term and definition pertains to and includes all employees whose position requires the possession of a commercial driver's license (CDL).

- (b) **Designated Employee Representative (DER):** The City Clerk has been designated by the City as the DER. The DER shall receive all substance testing notices and results. Questions regarding substance testing shall be directed to the DER.
- (c) **DOT Drug Test:** The five controlled substances under DOT and FHWA rules and regulations are: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.
- (d) **Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- (e) **Alcohol Use:** The consumption of any beverage, mixture, or preparation, including medication containing alcohol.
- (f) **Substance Abuse Professional:** Substance Abuse Professional (SAP) shall mean an Employee Assistance Program (EAP), or addiction counselor (certified by the National Licensed Physician, or a licensed or certified psychologist, social worker, employee, and an Association of Alcoholism and Drug Abuse Counselors Certification Commission). SAP and EAP are used interchangeably in this manual.
- (g) **Breath Alcohol Technician (BAT):** One who has undergone training to conduct Alcohol Testing.
- (h) **Safety-sensitive Employee:** An employee who is required by the position they hold to possess a Commercial Motor Vehicle License (CDL) and who is preparing to operate a commercial motor vehicle; is currently operating a commercial motor vehicle; has just completed operating a motor vehicle; or who employs/supervises an employee who drives a CDL.
- (i) **Refusal to Test:** Behavior that qualifies as a refusal to test includes refusal to take the test, inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen; interfering with the collection procedure; not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; having a test result reported by an MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before the tests have been conducted

### (3) SPECIFIC PROVISIONS

#### (a) Training:

Person(s) designated to determine whether reasonable suspicion exists to require a CDL driver of the City to undergo alcohol or drug testing will receive a minimum of sixty (60) minutes of training on alcohol misuse and sixty (60) additional minutes on controlled substance abuse. The training shall include

physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

(b) Testing of Prospective Employees:

All prospective employees of the City applying for positions requiring a CDL shall be informed in the advertisement for the position and in the first interview that a condition of employment includes passing a drug test as part of the pre-employment process. The DOT drug test protocol consists of a split urine sample. The sample will be tested for marijuana, cocaine, opiates, phencyclidine, and amphetamines and will be required of all applicants for CDL positions.

Prospective employees who refuse to take the respective drug test, or whose test verified positive for one of the substances, shall be ineligible for employment with the City from the date of the test results.

(c) Securing Information from Previous Employers:

If a person is being hired by the City in a position requiring a CDL license and that person, during the previous two years, has worked as a CDL licensed driver for another employer, the City Clerk shall perform a reference check covering the previous two years. The following information shall be requested from the previous employer:

- Records of any positive alcohol or drug tests;
- Records of any refusals to test;
- Information related to any chemical dependency evaluation and completion of treatment.

(d) Prohibited Activity:

In addition to the prohibited activity listed generally in this policy, CDL employees are also prohibited from the following conduct:

- Employees shall not consume alcohol while on duty.
- Employees shall not consume alcohol for four hours prior to on-duty time.
- Employees shall not consume alcohol for eight hours following an accident or until the employee undergoes a post-accident drug test, whichever occurs first.
- An employee shall not report for or remain on duty if the employee has used any controlled substances unless such substances (1) have been prescribed by a physician and (2) the physician has advised in writing that the substance does not adversely affect the employee's ability to safely operate a Commercial Motor Vehicle. The employee must provide the written statement from the physician to the DER prior to reporting to work.

If this portion conflicts with any other portion of this policy, the stricter policy shall apply.

## (e) Random Testing:

The City shall conduct random drug and alcohol testing on all employees required to have a CDL license or who are safety-sensitive employees. The percentage testing rates for drug and alcohol will change from year-to-year as designated and published by the Iowa Department of Transportation. Current testing rates will be kept on file in the City Administrator's Office.

The selection of employees for random alcohol and drug testing shall be made by a computer-based random selection program. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. Random alcohol and drug tests shall be unannounced and the dates for administering random alcohol and drug tests shall be spread reasonably throughout the calendar year.

Safety-sensitive employees are subject to random alcohol tests before, after, or while performing safety-sensitive functions.

## (f) General Testing Requirements:

All drug tests shall be conducted on urine samples collected by the Regional Medical Center. Urine samples will be sent to a DHHS Laboratory (UnityPoint Drug and Alcohol Testing Services) for screening and confirmation.

## (g) Special Provisions Regarding Alcohol Testing:

A Breath Alcohol Technician (BAT) using breath-testing devices shall conduct all alcohol tests. If the driver or safety-sensitive employee tests at least .02, but less than .04, the employee shall be removed from the job for at least twenty-four hours. The employee may be sent home for the remainder of the day. The employee may return to work at his/her regularly scheduled shift after the completion of the following:

- After at least twenty-four (24) hours have elapsed from the breathalyzer test reading of at least .02, but less than .04; **and**
- The employee has taken another breathalyzer test, which indicates an alcohol concentration of less than .02.

When employees test 0.04 or greater on a breath alcohol test or have a verified positive drug test, they will be placed in an unpaid status and referred to EAP/SAP for evaluation, counseling, treatment, return-to-work testing, and follow-up testing. The opportunity for evaluation, counseling, and treatment will be made available only on the first positive drug or alcohol test.

## (h) Return to Duty:

An employee will be subject to return-to-duty testing if:

- They tested 0.02 or higher on a breath alcohol test; or
- They have a verified positive drug test result.

In the event an employee tests .04 or higher, a return-to-duty test is required, after the employee has been referred to the SAP (Substance Abuse

Professional)/EAP (Employee Assistance Program) for evaluation and treatment. The employee must agree to undergo treatment in order to be returned to work. The SAP/EAP will decide if the employee can be returned to work while undergoing treatment. The employee must continue to be compliant with the recommendations of the SAP/EAP in order to continue working while undergoing treatment.

Return-to-duty testing need not be confined to the substance involved in the original violation. Additional testing may be ordered if the SAP/EAP determines that this is warranted.

(i) Follow-up Testing:

If an SAP/EAP professional determines that follow-up testing is needed, the City will ensure that the driver is subject to randomly selected and unannounced tests following the driver's return-to-duty testing.

The number and frequency of the follow-up tests are to be determined by the SAP/EAP professional but must consist of at least six tests during the first twelve months following the driver's return-to-duty.

Follow-up testing may be done for sixty (60) months; however, only the SAP/EAP can terminate the need for follow-up testing, and this can be done only after the first twelve (12) months are completed and six (6) testing periods have passed.

Follow-up testing need not be for the substance involved in the original violation. The SAP/EAP may recommend poly-substance testing. Follow-up testing for alcohol can only be performed when the driver is performing safety-sensitive functions prior to or immediately after performing safety sensitive functions.

Employees refusing SAP/EAP referral, evaluation, and treatment, or employees who do not satisfactorily complete the prescribed treatment as recommended by the SAP/EAP, will be subject to termination.

(j) Post-Accident Testing:

As soon as practicable following an accident involving a City CDL driver employee covered by this policy operating in a safety-sensitive position, the City shall test each surviving City covered CDL driver for alcohol and drugs:

- Who was performing driving functions with respect to the vehicle if the accident involved the loss of human life, regardless of fault; or,
- Who receives a citation at the site under state or local law for a moving traffic violation arising from the accident; and,
- Any time one or more individuals receives injuries requiring immediate transport to a medical facility; or
- When one or more vehicles have incurred disabling damages that require either vehicle to be towed from the scene; or
- When reasonable suspicion exists.

If a breathalyzer test is not administered within **two (2) hours** following the accident, the supervisor of the driver shall prepare and submit to the City Administrator a report stating the reasons why the test was not promptly administered. This report must be signed by both the Department Head and the City Administrator.

If the breathalyzer test is not administered within **eight (8) hours** following the accident, the supervisor of the driver shall cease further attempts and prepare and submit to the City Administrator a report stating the reasons why the test was not administered within eight (8) hours. This report must be signed by both the Department Head and the City Administrator.

If a drug test is not administered within **thirty-two (32) hours** of the accident, the supervisor shall cease further attempts to arrange for the test and shall prepare and submit to the City Administrator a report stating the reasons why the test was not administered within thirty-two (32) hours. This report must be signed by both the Department Head and the City Administrator.

Following a vehicle accident that requires alcohol/drug testing, the driver shall make himself/herself readily accessible for testing. Being unavailable for testing will be treated the same as a positive test. Following an accident which requires testing, drivers shall not consume any alcohol for eight hours or until they have received post-accident testing.

The results of a breath or blood test for the use of alcohol, or a urine test for the use of drugs conducted by federal, state, or local officials having independent authority for the tests shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state, or local requirements and that the results of the tests are obtained by the City.

If any employee fails to produce a sufficient amount of breath to properly administer a breath alcohol test, then the employee shall be referred to a medical doctor. The medical doctor will review the employee's pulmonary health and provide the City a written report concerning the employee's ability to produce an adequate amount of breath for testing. Failure to provide an adequate amount of breath may be regarded as a refusal to submit to testing.

(k) Reasonable Suspicion Testing:

When a supervisor or the City Administrator has a reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty, that supervisor or City Administrator may require reasonable suspicion testing. The reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee. If reasonable suspicion is determined, the employee shall be required to submit to a breathalyzer test and/or drug test.

Supervisors or the City Administrator who make a reasonable suspicion determination must have training including 60 minutes of alcohol misuse and 60 minutes of controlled substance use. Follow-up documentation of reasonable suspicion must be made in writing and placed in the Drug/Alcohol section of the medical records.

## (l) Challenge of Drug Test Results:

The second portion (split) (Section 5.2) of the DOT Urine Specimen is reserved for challenging testing. An employee or applicant who wishes to challenge a positive drug test must do so within seventy-two (72) hours following notification of the positive result. The employee or applicant must notify the City that he/she wishes to challenge the test and must pay for the re-test which must be processed at a DHHS certified laboratory. There are no provisions to challenge a positive alcohol test.

## (m) Refusal Test:

If the employee should refuse to take an alcohol test, there will be a presumption that the employee has a reading of .04 or greater alcohol concentration. The refusal shall be deemed an act of insubordination, which shall result in discipline up to and including termination.

If the employee should refuse to take a drug test or to provide urine, there shall be a presumption that the employee's drug test is positive, and the refusal shall be deemed an act of insubordination, which shall result in discipline up to and including termination.

In this instance, the employee shall be placed on administrative leave until a pre-disciplinary hearing is convened to determine the appropriate course of action. Termination may be appropriate, or the employee may be referred to a Substance Abuse Professional for evaluation and recommendations. The employee shall not be allowed to return to work until he/she has been evaluated by an SAP/EAP professional, has complied with the recommended rehabilitation, has a negative result on a return-to-duty alcohol and/or drug test, and has complied with the requirements imposed by the disciplinary action.

## (n) Retention of Records:

The City shall maintain drug and alcohol records in a secure location with controlled access. Computerized record keeping may be used to comply with the provision of this policy.

The following records shall be maintained for a minimum of five years:

- Records of alcohol test results indicating an alcohol concentration of .02% or greater.
- Records of verified positive drug test results.
- Documentation of refusal to take required alcohol and/or drug tests.
- Equipment calibration documentation.
- Evaluation and referrals.

Records related to the alcohol and drug collection process and training shall be maintained for a minimum of two years.

Records of negative and cancelled drug test results and alcohol test results with a concentration of less than .02 shall be maintained for a minimum of one year.



The City shall provide copies of these records to other employers when former employees of the City have applied for other employment and have signed the appropriate release of information authorization form.

(o) Reporting of Results:

The City shall, by March 15 of each year, report the results of its alcohol and drug tests on its affected employees as required by federal regulation.

(p) Policy Administration:

The City shall be responsible for administering this policy.

## 22.5 Smoke Free Air Act

Smoking is prohibited in all of the City's buildings or on any of the grounds surrounding the City's buildings, including entrances to the City's buildings and parking lots. Smoking is also prohibited in all vehicles owned, leased or provided by the City to employees for their use.

## 22.6 Vehicle Safety: Seatbelt/Restraint Policy/Distracted Driving

(A) When using City equipment and vehicles on duty, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

If an employee is authorized to operate a City vehicle in the course of his/her assigned work, or if the employee operates his/her own vehicle in performing the employee's job, the employee must adhere to the following rules:

1. Employee must be an Iowa licensed driver with the proper endorsements and be insurable.
2. Employee must maintain mileage reports when using his/her personal vehicle.
3. Employee is responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
4. The City provides insurance on City vehicles, however, for any accident the employee will be responsible for the cost associated with any fines, moving or parking violation, if upon investigation, the employee is determined to have been in violation of any federal, state or city law, ordinance or policy.
5. Employee must keep the vehicle clean at all times. Employee must also wash and vacuum the vehicle as often as necessary. Employee will be reimbursed for his/her reasonable expense of keeping the vehicle clean. Employee should retain any receipts for reimbursement.
6. Persons not authorized or employed by the City cannot operate or ride in a City vehicle. The City Administrator or a Department Head may authorize non-City employees to ride in a city vehicle for work-related purposes.
7. Prior to operation of any City vehicle, the employee's immediate supervisor will train the employee on the appropriate steps to take if the employee is involved in an accident – filling out the accident report, getting names of witnesses and so on.
8. The employee should notify his/her supervisor if any equipment, machines, tools or vehicles appear to be damaged or defective or are in need of repair.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles can result in disciplinary action up to and including termination of employment.

Employees off duty shall not use City vehicles, equipment or facilities unless previously approved by their immediate supervisor. When a vehicle is in the possession of an employee during off duty hours, it shall only be used for City business when the need arises. It shall not be used for personal errands or other activities. As approved by the City Administrator/Mayor, certain employees may be authorized to drive City vehicles to their homes. The use of City vehicles for commuting shall be considered taxable compensation to the employee.

(B) Seatbelt/Restraint: Iowa Code § 321.445 requires the driver and front seat occupants of a vehicle to wear a safety belt any time the vehicle is in forward motion on a street or highway in the state of Iowa.

It is the City's policy that all employees and any other occupants of City vehicles and equipment, and personal and rental cars used on official City business, use safety belts and shoulder restraints.

Per the exemption in Iowa Code § 321.445(b), in specific situations including garbage/yard waste truck operators on a collection route, employees on a meter reading route or performing street patching work are exempt from the safety belt requirements while actively performing the job duties requiring the employee to leave from and reenter the vehicle at frequent intervals, providing the vehicle does not exceed 25 miles per hour between stops. Employees shall comply with the law at all other times.

Employees operating equipment with rollover protection ("ROPS") shall also wear safety belts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes, but is not limited to, pickup and truck boxes, fenders, trailers, steps, bumpers, tail gates and emergency vehicles.

Employees must take appropriate safety measures into consideration when driving or traveling in motorized City vehicles or equipment.

Failure to comply with these rules is a violation of state law punishable by citation and fine and a violation of the City's safety policy, which is cause for disciplinary action, up to and including termination of employment.

(C) Distracted Driving Policy: An employee using a cellular phone while operating a City-owned vehicle is encouraged to use hands-free technology or cease motor vehicle operations during the course of the conversation. The City deems it unsafe to hold a cellular phone while driving and, therefore, requires the use of hands-free technology. Any use of a hand-held cellular phone while driving should be kept to an absolute minimum and only during emergency situations. Further, any use of a cellular phone, including hands-free technology while in a vehicle, public or private, is strongly discouraged.

(D) Accidents: Any accident whether or not damage results to City vehicles, equipment and/or facilities shall be reported immediately to the City Administrator/Finance Director.

When deemed appropriate by the City Administrator, the accident will be investigated, and subsequent action taken.

(E) Traffic Violations: Penalties/fines resulting from moving traffic violations and/or non-compliance with transportation requirements (such as tarping at the landfill) while operating City equipment are the responsibility of the employee-operator. Violations will result in disciplinary action up to and including termination of employment.

(F) Because of the need for Oelwein services to sometimes be provided at times other than regular working hours, and because of the necessity to have certain Oelwein employees available to respond to an emergency situation immediately; certain employees are to be allowed to drive City vehicles to and from work. These employees are designated by the City Administrator and are on call 24/7 to respond to an emergency or provide continuity of City services. These employees shall not use City vehicles for personal purposes except commuting to and from work. Furthermore, these employees shall not allow any non-City employees to ride in these vehicles without the express, written permission of the City Administrator. Any employee found to have violated this policy shall be disciplined up to and including termination.

### **POLICY 23 – WELLNESS CENTER MEMBERSHIP BENEFIT**

#### **23.1 Employee Wellness Center Membership**

To promote a healthy lifestyle as well as to promote the success of Williams Wellness Center (WWC), all full-time, 40-hour per week City employees are eligible for an annual single, couple, or family membership to the WWC. All part-time employees are eligible to receive a single, couple, or family membership to the WWC. Membership applications can be picked up at the Williams Wellness Center.

#### **23.2 Enrollment Period**

Membership is valid for one (1) year so long as the employee is in good standing with the City and will need to be applied for annually. Enrollment period will be June 1<sup>st</sup> through July 31<sup>st</sup> each year. Membership will not be granted to full-time employees after the enrollment period until the following year.

Newly hired full time employees will be eligible for enrollment upon completion of probationary period and enrollment period will last for 120 days, beginning at the end date of probationary period. Memberships will be pro-rated until the next annual enrollment period. Employees are eligible for 24-hour access for no fee. An employee will receive one 24-hour access key. If the employee seeks an extra key, the employee must pay the full annual rate of \$60.00.

#### **23.3 Family/Members Defined**

Memberships are available only to full-time employees and their families within the household. A family member can only join if/when the City Employee has completed the necessary membership paperwork.

Household is defined as two or more adults living in the same residence and their dependent children who are under eighteen (18) years of age whose permanent residence remains in the employee's home can be included on the membership. Dependent children

who are between the ages of 18 and 24 may be included on a membership so long as the child is a full-time student.

#### 23.4 No Liability

Any employee taking advantage of this optional membership offer does so at his/her own risk. The City will not be liable for any accidents or injuries sustained while a member is using the fitness facility or using any of the equipment during the exercise process. This includes but is not limited to any accidents that occur from driving to or from the fitness facility. The employee also assumes the risk and expense of transportation to and from the fitness center. Each employee using the WWC will do so in his/her own time off, not as an employee, and not during work hours. The City assumes no workers' compensation liability during the exercise process, which must take place outside of work hours.

#### 23.5 Employment End Date

This WWC membership offer will cease upon any employee's final day of employment with the City of Oelwein and the employee is responsible for returning any key fobs he/she may have used for 24-hour access.

#### 23.6 Oelwein Police Reserve Officers & Fire Department Volunteers

The Oelwein City Council has the upmost appreciation and respect for the volunteer work of our Oelwein Police Reserve Officers and Oelwein Fire Department Volunteers. As such, we offer a single membership to any Oelwein Police Reserve Officer or OFD Volunteer who has completed his/her probationary period, is in good standing with his/her respective department and been approved for this benefit by the Chief of his/her department. Each eligible member should take an approval sheet signed by his/her Department's Chief, validating eligibility to City Hall in order to begin the membership paperwork. 24-hour access is available for Reserves & Volunteers.

### **Policy 24 – Purchasing Policy**

#### 24.1 Overview

The City of Oelwein Purchasing Policy is hereby created to:

1. Clarify certain procedures and safeguards governing purchases of supplies and services by the City.
2. Provide for increased public confidence in the procedures followed in City purchasing decisions.
3. Ensure the fair and equitable treatment of all persons who are involved with the City's purchasing procedures.
4. Provide increased economy in City purchasing activities and maximize the purchasing value of public monies for the City.

#### 24.2 Spending Limits

The spending limit of the City Administrator is set by Ordinance by the City Council. This limit is \$10,000. Any item over this limit must be brought to the City Council for approval.

Department Heads' spending limit is set at \$5,000. Department Heads will be held responsible for all purchases in their department. All receipts turned in must have an account number attached where the purchase will be charged.

Any item that is not a reoccurring expense over \$10,000 must be sent to the City Council for approval.

#### 24.3 Reoccurring Purchases

For services or products that are required more than once a fiscal year, the aggregate total of the purchases will be used to determine the purchasing procedures that should be followed. Reoccurring purchases will not be subject to the competitive sealed bid process, unless requested by the City Administrator.

#### 24.4 Budgeted Items

All items specifically stated in the City Council's approved budget do not require a second council approval. This includes items over \$10,000. Items over the Department Head limit must be approved by the City Administrator.

#### 24.5 Buying Local

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa. The department supervisors shall make every effort to support Iowa products when making a purchase. Tied responses to solicitations, regardless of the type of solicitation, shall be decided in favor of the Iowa products.

Iowa Code, Chapter 73.1, Preference Authorized:

"Every...city, and every person acting as contracting or purchasing agent for any such...governing body shall use only those products and provisions grown and coal produced within the state of Iowa, when they are found in marketable quantities in the state and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states..."

For purchases over \$5,000, if an Oelwein-based company's bid is within 5% of the low-bid and all other specifications of the request for proposal are met by both companies, the city council may award the contract to the Oelwein-based company. An Oelwein based company is one that sells or produces products in Oelwein.

#### 24.6 Purchase Order Procedure

Any item purchased over the allowed limit must generate a purchase order. Purchase orders will be generated by the City Hall Secretary and signed off by the City Administrator.

#### 24.7 Credit Card Rules

Credit card spending limits are \$10,000 for the City Administrator and \$5,000 for Department Heads.

#### 24.8 Allowable Expenses

- Authorized travel and training expenses.

- Authorized expenditures for services or supplies.
- Reimbursement for alcoholic beverages is prohibited.
- Elected Officials, City Administrator, or Directors may purchase business meals for themselves. See Section 16.1 for meal spending limits and further restrictions.
- All expenses must follow the Oelwein Purchasing Policy.

#### 24.9 Documentation

Original, itemized receipts are required to validate expenses on City issued credit cards. Restaurant receipts must include both the itemized bill and the credit card receipt that identifies the tip amount. Conference receipts must include training details for each employee attending the training. Hotel receipts must include daily room rates and itemized receipts for any additional room charges. Transportation receipts should show charges for airfare, cab fare and tip amount if applicable.

#### 24.10 Unapproved Expenditures

Employees and Elected Officials will be responsible for all unapproved expenditures made on the City Issued Credit Card. Expenditure reports will be reviewed by both the Department Head or Superintendent and City Administrator for adherence to policy.

#### 24.11 Store Credit Accounts

It is the understanding of the Oelwein City Council and the City Administrator that in order to conduct day-to-day business operations of the City, store credit accounts are needed for supplies. As such, several store credit accounts are made available for employees in the local surrounding area at frequented businesses.

Store Accounts are to be used for items related to city business, each purchase needs to be identified at the time of sale by the Department's name, signed for by an employee only. Receipts for purchases made on store credit accounts must also be returned to the City Hall Billing Clerk in a timely manner to ensure statements are paid on time and without penalty.

It is the ultimate responsibility of the Department Head or Supervisor to ensure itemized receipts are turned to City Hall with the identified department name or proper billing code.

Employees using a credit card or a store account can be held personally liable for unauthorized purchases.

#### 24.12 Emergency Purchases

The Oelwein Purchasing Policy may be circumvented if a situation arises that meets any of the following emergency procurement conditions:

1. The situation threatens public health, welfare or safety; or
2. There is need to protect the health, welfare or safety of persons occupying or visiting a public improvement or property located adjacent to the public improvement; or
3. The department must act to preserve critical services or programs; or
4. The need is a result of events or circumstances not reasonably foreseeable.

In the event that any of these situations occur, purchases of emergency need items can be made without approvals required by this policy. At the conclusion of the situation, formal documentation will be required by staff participating in the event to outline the occurrence, and justify the expenditures made under the emergency exemption. These exemptions will be submitted to the City Administrator and if costs exceed \$5,000, to City Council for approval.

#### 24.13 Quotes and Bidding

The city will follow all state bid requirements set out in Iowa State code chapter 26.

Any item over \$10,000 must go through a competitive bid process. This includes a minimum of two quotes. When the city makes request for bids, all requests must include a specification sheet that is accurate and detailed.

All change orders under \$10,000 can be approved by the City Administrator

#### 24.14 Signatures in Lieu of Absence

The City Clerk may sign for an absent City Administrator

#### 24.15 Bulk Purchases

Whenever feasible, the city will work to buy all items in bulk through a single vendor.

#### 24.16 Purchasing Policy Abuse

Any abuse of the Oelwein Purchasing Policy can lead to disciplinary action including termination.

#### 24.17 Federal Procurement Requirements

This section is added with guidance from Iowa Homeland Security to abide by federal procurement guidelines.

In compliance with Uniform Grant Guidance in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, it is the policy of the City of Oelwein to adhere to these requirements. For procurement, all non-Federal entities must follow 2 CFR Part 200 Subpart D Subsections §200.318 through §200.327, and Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. These standards are accessible online at: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl), and below.

**CITY OF OELWEIN  
EMPLOYEE ACKNOWLEDGEMENT FORM  
(CIVIL SERVICE QUALIFIED)**

This Personnel Policy Manual (“the or this manual”) describes important information about employment with the City of Oelwein, Iowa (“the or this City”). It has been prepared to make me aware of what I can expect in the way of privileges and benefits; and what the City will expect of me in terms of behavior and performance during my employment.

The policies in this manual are intended to apply to all City officials and employees, including volunteer firefighters and ambulance employees. This manual and its policy statements supersede and have control over all prior and existing policy statements, representations, understandings or agreements, whether verbal or written, dealing with the same subject matter.

Since departments vary in their duties and responsibilities, not all policies and regulations can be covered in this manual. I understand that I may direct inquiries for additional information to my department or the City Administrator.

The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation.

No policies in this manual shall supersede any provisions of state or federal law or any valid Collective Bargaining Agreements (“CBA’s”) entered into by the City and its employees. Should a provision of this manual conflict with either state or federal law or a valid CBA, the state or federal law or valid CBA shall supersede this manual.

The City reserves the right to change or eliminate any of the policies or benefits in this manual. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur; and that such changes will be communicated to me through official notices. Only the City Council can adopt any revisions to the policies in this manual.

By signing below, employee provides full authority for the City to withhold the amounts identified above in the following policies from his/her final paycheck: Sections 7.13, 1-0.7 and 18.2. By signing below, the employee acknowledges the parties intend this to serve as a valid authorization for withholding from a final paycheck under Iowa Code Section 91A.5, as amended from time to time.

I acknowledge this manual is neither a contract of employment nor a legal document. I have received the manual and I understand it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it. If I have any questions about this manual, I understand that I should consult my Department Head or the City Administrator.

\_\_\_\_\_  
Employee’s Name (Printed)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date



RESOLUTION NO. \_\_\_\_\_-2023

Consideration of a Resolution Approving Pay Application Number Two in the Amount Of \$311,308.55 to Matt Construction, Inc for Plaza Park Improvements Project

WHEREAS, the City of Oelwein is working with Matt Construction, Inc to improve Plaza Park; and

WHEREAS, work completed for the pay application number two is so far equals the amount of \$ 311,308.55; and

WHEREAS, work has been deemed satisfactory by the city of Oelwein; and

WHEREAS, the city has paid out \$200,971.74 to Matt Construction in pay application number one.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa pay application number two in the amount of \$311,308.55 to Matt Construction, Inc for Plaza Park Improvements project.

Passed and approved this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

Stewart  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13, 2023.

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

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	From Previous Application	From This Application	Total Complete	% Complete	Balance To Finish	Retainage
<b>DIVISION 1 - GENERAL</b>											
1	Traffic Control + Construction Fencing	1	LS	\$7,500.00	\$7,500.00	\$5,625.00	\$1,875.00	\$7,500.00	100.00%	\$0.00	\$375.00
2	Removal for Asphalt Pavement at Alley Edge	174	SY	\$17.00	\$2,958.00	\$2,958.00	\$0.00	\$2,958.00	100.00%	\$0.00	\$147.90
3	Removal of Concrete Planters	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
4	Removal + Relocation of Fencing	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
<b>DIVISION 2 - EARTHWORK</b>											
5	Topsoil, On-site, 4 Inch Depth (Strip, Salvage, Spread)	1	LS	\$4,120.00	\$4,120.00	\$4,120.00	\$0.00	\$4,120.00	100.00%	\$0.00	\$206.00
6	Topsoil, Haul, Placement	1	LS	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00	\$2,400.00	85.00%	\$360.00	\$102.00
7	Excavation, Class 10, Balance Cut/Fill On-site	1	LS	\$2,320.00	\$2,320.00	\$2,320.00	\$0.00	\$2,320.00	100.00%	\$0.00	\$116.00
8	Structural Impervious Fill, Haul, Placement and	1	LS	\$6,200.00	\$6,200.00	\$3,720.00	\$2,480.00	\$6,200.00	100.00%	\$0.00	\$310.00
9	Compaction Testing	1	LS	\$5,951.00	\$5,951.00	\$3,570.60	\$2,082.85	\$5,653.45	95.00%	\$297.55	\$282.67
10	Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
<b>DIVISION 6 - UTILITIES</b>											
11	Sanitary Sewer Service	1	LS	\$5,200.00	\$5,200.00	\$5,200.00	\$0.00	\$5,200.00	100.00%	\$0.00	\$260.00
12	Water Service	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
13	Electrical Service	1	LS	\$36,500.00	\$36,500.00	\$0.00	\$29,200.00	\$29,200.00	80.00%	\$7,300.00	\$1,460.00
14	Festoon Lighting	380	LF	\$8.00	\$3,040.00	\$3,040.00	\$0.00	\$3,040.00	100.00%	\$0.00	\$152.00
15	Festoon Poles, Footings, and Connection Hardware	6	EA	\$1,558.00	\$9,348.00	\$9,348.00	\$0.00	\$9,348.00	100.00%	\$0.00	\$467.40
<b>DIVISION 7 - STREETS AND RELATED WORK</b>											
16	Pavement, PCC, 5 in Thickness - Walkways	648	SY	\$90.00	\$58,320.00	\$0.00	\$46,656.00	\$46,656.00	80.00%	\$11,664.00	\$2,332.80
17	Subbase, Modified, 6 Inch @ PCC Walks	154	CY	\$54.00	\$8,316.00	\$0.00	\$8,316.00	\$8,316.00	100.00%	\$0.00	\$415.80
18	Pavement, PCC, 4 in Thickness - Play Surfacing	236	SY	\$80.00	\$18,880.00	\$0.00	\$18,880.00	\$18,880.00	100.00%	\$0.00	\$944.00
19	Subbase, Modified, 6 Inch @ Play Surfacing Subbase	78	CY	\$54.00	\$4,212.00	\$0.00	\$4,212.00	\$4,212.00	100.00%	\$0.00	\$210.60
20	Pavement, HMA, Full-Depth - Alley Transition	40	TON	\$259.00	\$10,360.00	\$0.00	\$10,360.00	\$10,360.00	100.00%	\$0.00	\$518.00
21	Curb and Gutter, 6 in Tall, 24 in Width, 6 in Thickness	310	LF	\$50.00	\$15,500.00	\$15,500.00	\$0.00	\$15,500.00	100.00%	\$0.00	\$775.00
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>											
22	Seeding & Fertilizing, Type 1	0.50	AC	\$ 7,300.00	\$ 3,650.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,650.00	\$0.00
23	Watering	1	LS	\$ 2,200.00	\$ 2,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,200.00	\$0.00
23	Trees to be relocated	3	EA	\$ 410.00	\$ 1,230.00	\$1,230.00	\$0.00	\$1,230.00	100.00%	\$0.00	\$61.50
24	Deciduous Trees with Warranty	11	EA	\$ 665.00	\$ 7,315.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 7,315.00	\$0.00
25	Evergreen Trees with Warranty	4	EA	\$ 745.00	\$ 2,980.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 2,980.00	\$0.00
26	Deciduous and Evergreen Shrubs with Warranty	46	EA	\$ 82.00	\$ 3,772.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 3,772.00	\$0.00
27	Ornamental Grasses with Warranty	104	EA	\$ 53.00	\$ 5,512.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 5,512.00	\$0.00
28	Shredded Hardwood Mulch for Plant Beds	48	CY	\$ 138.00	\$ 6,624.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 6,624.00	\$0.00
29	Installation of Reclaimed Limestone Blocks	31	EA	\$ 155.00	\$ 4,805.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 4,805.00	\$0.00
<b>DIVISION 11 - MISCELLANEOUS</b>											
29	Construction Staking	1	LS	\$ 6,200.00	\$ 6,200.00	\$3,100.00	\$2,480.00	\$5,580.00	90.00%	\$620.00	\$279.00
30	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$37,500.00	\$12,500.00	\$50,000.00	100.00%	\$0.00	\$2,500.00
31	Concrete Washout Basin, Lined	1	LS	\$ 1,000.00	\$ 1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
<b>DIVISION 12 - SPECIAL PROVISIONS</b>											
32	4 Qty. Universal Restroom - Fabricated Container	1	LS	\$ 93,465.00	\$ 93,465.00	\$28,039.50	\$56,079.00	\$84,118.50	90.00%	\$ 9,346.50	\$4,205.93
33	Concessions + Storage - Fabricated Container Building	1	LS	\$ 109,587.00	\$ 109,587.00	\$32,876.10	\$65,752.20	\$98,628.30	90.00%	\$ 10,958.70	\$4,931.42
34	Shade Structure	1	LS	\$ 27,683.00	\$ 27,683.00	\$0.00	\$27,683.00	\$27,683.00	100.00%	\$0.00	\$1,384.15
35	Shade Structure - Footings & Installation	1	LS	\$ 8,450.00	\$ 8,450.00	\$0.00	\$3,380.00	\$3,380.00	40.00%	\$ 5,070.00	\$169.00
<b>Play Features</b>											
35	Play Mounds & Synthetic Turf Surfacing	1	LS	\$ 70,804.00	\$ 70,804.00	\$35,402.00	\$0.00	\$35,402.00	50.00%	\$ 35,402.00	\$1,770.10
36	Mushroom Steppers - 8 inch	2	EA	\$ 1,545.00	\$ 3,090.00	\$0.00	\$2,317.50	\$2,317.50	75.00%	\$ 772.50	\$115.88
37	Mushroom Steppers - 10 inch	3	EA	\$ 1,545.00	\$ 4,635.00	\$0.00	\$3,476.25	\$3,476.25	75.00%	\$ 1,158.75	\$173.81
38	Mushroom Steppers - 20 inch	3	EA	\$ 1,905.00	\$ 5,715.00	\$0.00	\$4,286.25	\$4,286.25	75.00%	\$ 1,428.75	\$214.31
39	Log Steppers - 8 inch	2	EA	\$ 1,190.00	\$ 2,380.00	\$0.00	\$1,785.00	\$1,785.00	75.00%	\$ 595.00	\$89.25
40	Log Steppers - 18 inch	2	EA	\$ 1,515.00	\$ 3,030.00	\$0.00	\$2,272.50	\$2,272.50	75.00%	\$ 757.50	\$113.63
41	Log Steppers - 28 inch	2	EA	\$ 2,130.00	\$ 4,260.00	\$0.00	\$3,195.00	\$3,195.00	75.00%	\$ 1,065.00	\$159.75
<b>BASE BID TOTAL</b>											
				\$ 646,512.00	\$211,549.20	\$ 311,308.55	\$ 522,857.75	\$123,654.25	\$26,142.89		

RESOLUTION NO. \_\_\_\_\_

Consideration Of A Resolution Approving Streets Improvements With Fayette County For Outer Road SS4A Project In The Amount Of \$33,650

WHEREAS, Oelwein shares portion of Outer Road with County as the city limits falls in the middle of this road; and

WHEREAS, the county has extended a five year no interest loan for this improvement; and

WHEREAS, this project will wrap up some of the major improvements needed on outer road and the shared roads between the city and Fayette County;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves streets improvements with Fayette County for Outer Road SS4A Project in the amount of \$33,650.

Passed and approved this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13, 2023.

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

## ROAD CONSTRUCTION AGREEMENT (Outer / East Line Road)

### City of Oelwein and Fayette County

This construction agreement is hereby entered into between Fayette County, Iowa, and the City of Oelwein, Iowa. The purpose of this agreement shall be to define the cooperation between the City and County for the upcoming road repairs and improvements per the existing 28E agreement dated June 28th, 1982 that authorizes cooperation between Oelwein and Fayette County.

WHEREAS:

- (1) The Fayette County Board of Supervisors and Oelwein City Council desire to work together in order to save taxpayer money and provide the best possible infrastructure to our citizens on our limited budgets.
- (2) The County received a significant Safe Streets for All (SS4A) grant that includes improvements on portions of Outer Road (East Line Road). The paved HMA shoulders, edge line rumbles, and long lasting epoxy striping will enhance safety, lower maintenance costs, and extend the longevity of this important corridor. Additionally, critical maintenance of lining a failing culvert, relaying and tying separated culverts, and replacing a bridge approach are being completed on this corridor.
- (3) The SS4A grant has a 20% match requirement. Fayette County and the City of Oelwein will split the SS4A match requirements and the required maintenance costs 50/50.
- (4) The County shall provide all engineering, surveying, design, contract administration, and construction inspection pertaining to the SS4A Construction Contract at no cost to the City. Initial Payment for construction of this project shall be done by the County. Repayment by the City shall be completed within 5 calendar years. The County will not charge interest to the City during this time. The City shall repay a minimum of 1/5 of the total cost annually.
- (5) In order to have clear lines of contracting authority and ensure the construction proceeds expeditiously, the City authorizes the County to act as its Agent with respect to the construction project within the City limits. This includes but is not limited to signing letting and contract documents, approving contract modifications, overseeing construction, and administering the contract. The County will exercise all due care and administer all portions of the project within the City as their own. The County will keep the City informed of all substantial issues with respect to construction and costs.

Fayette County, Iowa  
Board of Supervisors

Oelwein, Iowa  
City Council

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City Clerk)

\_\_\_\_\_  
(Date)

RESOLUTION NO. \_\_\_\_\_

Consideration of a Resolution Accepting the 2022-2023 Airport Runway, Taxiway and Apron Pavement Rehabilitation Project

WHEREAS, the city used federal dollars and a local match to rehabilitate portions of the airport runway; and

WHEREAS, AECOM has recommend accepting the project now that all work is complete and satisfactory; and

WHEREAS, the cost of the total project was \$330,061.49;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa Accepts the 2022-2023 Airport Runway, Taxiway and Apron

Passed and approved this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

Attest:

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13, 2023.

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

May 21, 2023


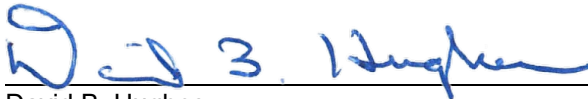
Mr. Dylan Mulfinger  
City Administrator  
City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662

**SUBJECT: (CRS) Runway, Taxiway and Apron  
Pavement Rehabilitation  
Oelwein Municipal Airport  
Oelwein, Iowa  
FAA AIP Project No. 3-19-0067-012  
AECOM ID No. 60684307**

Dear Mr. Mulfinger:

By this letter, we hereby state:

1. We have made a final review of the project on May 18, 2023, and recommend acceptance.
2. To the best of our knowledge and belief, based on observations of AECOM staff during construction, the contractor, Fahrner Asphalt Sealers, LLC has performed the work in accordance with the contract requirements in effect for the above-referenced project.
3. The total cost of the completed work is \$ 330,061.49.

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.</p>
	<p> May 21, 2023 _____ David B. Hughes Date</p> <p>License No. 13037</p> <p>My license renewal date is December 31, 2023.</p> <p>Pages or sheets covered by this seal:</p> <p>_____ N/A</p>

\\na.aecomnet.com\lfs\AMER\Waterloo-USWAT1\DCS\Projects\TRN\60684307\_OLZ\_Pavement\_Rehab\_CRS\300\_Communications\310\_Client\DM052123.Itr.docx

## RESOLUTION NO. \_\_\_\_\_ - 2023

CORRECTIVE RESOLUTION REGARDING DIRECTING THE SALE OF THE CITY'S INTEREST IN 815 4<sup>th</sup> AVE SW,  
OELWEIN, FAYETTE COUNTY, IOWA

**WHEREAS**, the City is desirous of selling the real estate described herein.

**WHEREAS**, the City Council published notice of the date, time and place of a public hearing related to the sale of its interest in the above-described real estate, and had a hearing thereon;

**WHEREAS**, the City Council passed Resolution No. 5394- 2023 on the 27<sup>th</sup> day of February, 2023 which approved the terms of the sale of the above-described real estate including the following sections which reference a right of reversion to be held by the City following sale consistent with a Reversion Agreement and duties of the Buyer as to recording title:

*Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:*

*LOTS 142, 143, 144 AND 145, BLOCK 12, STICKNEY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA*

*To Joseph and Ann Steggall for the sum of \$6,600, pursuant to the terms of the Offer to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.*

*Section 2. That the City as Seller and Joseph and Ann Steggall as Buyer will enter into a separate agreement regarding "Reversion" of the property to the City, to be recorded by and at the expense of the Buyer along with the Quit Claim Deed as described within Section 1, the Reversion Agreement being attached hereto as Exhibit B, and by this reference incorporated within this Resolution as if set forth fully verbatim herein;*

*Section 3. The City Administrator shall be authorized to execute the QCD and Reversion Agreement on behalf of the City Council. The Deed and Reversion Agreement shall be delivered to Buyer after the passage of thirty (30) days following the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.*

**WHEREAS**, that Sections 1, 2 and 3 of Resolution No. 5394-2023, as outlined above, were included in such resolution **in error** and the City Council 1) did not intend for the Buyers to be responsible for recording the completed Deed, and it 2) did not intend the sale of the above-described real estate to be contingent on an appended Reversion Agreement, nor did it intend to reserve any rights in reversion in the above-described real estate upon the sale of same to Joseph and Ann Steggall.

**WHEREAS**, the City Council submits this corrective resolution to assert that the terms of the resolution approving the sale of the above-described real estate shall be amended.

**BE IT RESOLVED** by the Council of the city of Oelwein, Iowa, to omit Section 4 from the previous Resolution and the corrected sections shall read as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed (the "Deed") the following described real estate:

LOTS 142, 143, 144 AND 145, BLOCK 12, STICKNEY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

To: Joseph and Ann Steggall

For the sum of \$6,600.00, pursuant to the terms of the Offer to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said Seller being solely responsible for the recording of the documents necessary to effectuate said transfer, at the expense of the Buyer.

Section 2. The City Administrator shall be authorized to execute the Deed on behalf of the City Council. The Deed shall be delivered to Buyer after the recording of same. Action on this Resolution shall be final upon the Seller giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 3. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Stewart  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

Recorded June 13, 2023.



Exhibit A  
Offer of Buy

February 3, 2023

We, Joseph and Ann Steggall, would like to purchase the property at 815 4th Ave SW, parcel number 1828109002 for \$6,600.00. We are planning to build a new home, which will require us to run new water, sewer, electrical and gas lines to the property. There will also be removal of trees and planting new trees. Our goal would be to build within the next year.

Thank you

Joseph & Ann Steggall  
621 W Charles St  
Oelwein IA 50662

RESOLUTION NO. 5394- 2023

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST 815 4<sup>th</sup> Ave SW, OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the real estate described herein.

WHEREAS, the City Council has set forth its proposal to sell its interest in the above-described real estate and has published notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing was held and the City Council believes it is in the best interest of the City to sell the real estate in the above-described real estate on the terms and conditions set forth below;

BE IT RESOLVED by the Council of the city of Oelwein, Iowa, as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:

LOTS 142, 143, 144 AND 145, BLOCK 12, STICKNEY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA, COMMONLY KNOWN AS 815 4<sup>TH</sup> AVE SW

To: Joseph and Ann Steggall

For the sum of \$6,600, pursuant to the terms of the Offer to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 2. That the City as Seller and Steggall as Buyer will enter into a separate agreement regarding "Reversion" of the property to the City, to be recorded by and at the expense of the Buyer along with the Quit Claim Deed as described within Section 1, the Reversion Agreement being attached hereto as Exhibit B, and by this reference incorporated within this Resolution as if set forth fully verbatim herein.

Section 3. The City Administrator shall be authorized to execute the QCD and Reversion Agreement on behalf of the City Council. The Deed and Reversion Agreement shall be delivered to Buyer after the passage of thirty (30) days following the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 4. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 27<sup>th</sup> day of February, 2023.




\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

  
\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded February 28, 2023.

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

It was moved by Weber and seconded by Payne that the Resolution as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Stewart	x			
Weber	x			
Lenz	x			
Garrigus	x			
Seeders	x			
Payne	x			

## RESOLUTION NO. \_\_\_\_\_ - 2023

CORRECTIVE RESOLUTION REGARDING DIRECTING THE SALE OF THE CITY'S INTEREST IN 123 6<sup>TH</sup> AVE NE, 145 2<sup>ND</sup> AVE NW, 149 2<sup>ND</sup> AVE NW, 202 4<sup>TH</sup> AVE NW, 205 3<sup>RD</sup> STREET NW, 206 4<sup>TH</sup> AVE NW, 210 4<sup>TH</sup> AVE NW, AND 602 2<sup>ND</sup> AVE NE, OELWEIN, FAYETTE COUNTY, IOWA

**WHEREAS**, the City is desirous of selling the real estate described herein.

**WHEREAS**, the City Council published notice of the date, time and place of a public hearing related to the sale of its interest in the above-described real estate, and had a hearing thereon;

**WHEREAS**, the City Council passed Resolution No. 5406-2023 on the 24<sup>th</sup> day of April, 2023 which approved the terms of the sale of the above-described real estate including the following sections which reference a right of reversion to be held by the City following sale consistent with a Reversion Agreement and duties of the Buyer as to recording title:

*Section 1. . . .*

*To Kies Real Estate, LLC*

*For the sum of \$1,000 per property, with a grand total of \$8,000, pursuant to the terms of the Offer to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.*

*Section 2. That the City as Seller and Kies Real Estate, LLC as Buyer will enter into a separate agreement regarding "Reversion" of the property to the City, to be recorded by and at the expense of the Buyer along with the Quit Claim Deed as described within Section 1, the Reversion Agreement being attached hereto as Exhibit B, and by this reference incorporated within this Resolution as if set forth fully verbatim herein;*

*Section 3. The City Administrator shall be authorized to execute the QCD and Reversion Agreement on behalf of the City Council. The Deed and Reversion Agreement shall be delivered to Buyer after the passage of thirty (30) days following the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.*

**WHEREAS**, that Sections 1, 2 and 3 of Resolution No. 5406-2023, as outlined above, were included in such resolution in error and the City Council 1) did not intend for the Buyer to be responsible for recording the completed Deeds, and it 2) did not intend the sale of the above-described real estate to be contingent on an appended Reversion Agreement, nor did it intend to reserve any rights in reversion in the above-described real estate upon the sale of same to Kies Real Estate, LLC.

**WHEREAS**, the City Council submits this corrective resolution to assert that the terms of the resolution approving the sale of the above-described real estate shall be amended.

**BE IT RESOLVED** by the Council of the city of Oelwein, Iowa, to omit Section 4 from the previous Resolution and the corrected sections shall read as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deeds (the "Deeds") the real estate legally described in Resolution 5406-2023

To: Kies Real Estate, LLC

For the sum of \$1,000 per property, with a grand total of \$8,000, pursuant to the terms of the Offers to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said Seller being solely responsible for the recording of the documents necessary to effectuate said transfer, at the expense of the Buyer.

Section 2. The City Administrator shall be authorized to execute the Deeds on behalf of the City Council. The Deeds shall be delivered to Buyer after the recording of same. Action on this Resolution shall be final upon the Seller giving evidence to the Clerk that the Deeds have been recorded, and such facts to be noted on the official record of this Resolution.

Section 3. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Stewart  
Weber  
Lenz  
Garrigus  
Seeders  
Payne

Recorded June 13, 2023.

Exhibit A  
Offer of Buy

RESOLUTION NO. 5406 - 2023

Resolution Directing The Sale Of The City's Interest 205 3<sup>RD</sup> ST NW, 602 2<sup>ND</sup> AVE NE, 123 6<sup>TH</sup> AVE NE, 145 2<sup>ND</sup> AVE NW, 149 2<sup>ND</sup> AVE NW, 202 4<sup>TH</sup> AVE NW, 206 4<sup>TH</sup> AVE NW, AND 210 4<sup>TH</sup> AVE NW Oelwein, Fayette County, Iowa

WHEREAS, the City is desirous of selling the real estate described herein.

WHEREAS, the City Council has set forth its proposal to sell its interest in the above-described real estate and has published notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing was held and the City Council believes it is in the best interest of the City to sell the real estate in the above-described real estate on the terms and conditions set forth below;

BE IT RESOLVED by the Council of the city of Oelwein, Iowa, as follows:

Section 1. On behalf of the City, the Mayor shall contract to sell and shall convey by Quit Claim Deed the following described real estate:

THE SOUTH 80 FEET OF LOTS 5 AND 6, BLOCK 2, MARTIN'S SECOND ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 205 3<sup>rd</sup> St NW

LOT 145, BLOCK 15, WING'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 602 2<sup>nd</sup> Ave NE

LOT 9, AND THE SOUTH HALF OF LOT 10, BLOCK, KINT AND BOYACK'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 123 6<sup>th</sup> Ave NE

LOT 22, BLOCK 3, McDONALD'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 145 2<sup>nd</sup> Ave NW

LOT 21, BLOCK 3, McDONALD'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 149 2<sup>nd</sup> Ave NW

LOT 13, BLOCK 5, IOWA DEVELOPMENT COMPANY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 202 4<sup>th</sup> Ave NW

LOT 12, BLOCK 5, IOWA DEVELOPMENT COMPANY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 206 4<sup>th</sup> Ave NW



LOT 11, BLOCK 5, IOWA DEVELOPMENT COMPANY'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 210 4<sup>th</sup> Ave NW

To: Kies Real Estate, LLC

For the sum of \$1,000 per property, with a grand total of \$8,000, pursuant to the terms of the Offer to Buy attached hereto as Exhibit A, and by this reference incorporated within this Resolution as if set forth fully verbatim herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 2. That the City as Seller and Kies Real Estate, LLC as Buyer will enter into a separate agreement regarding "Reversion" of the property to the City, to be recorded by and at the expense of the Buyer along with the Quit Claim Deed as described within Section 1, the Reversion Agreement being attached hereto as Exhibit B, and by this reference incorporated within this Resolution as if set forth fully verbatim herein.

Section 3. The City Administrator shall be authorized to execute the QCD and Reversion Agreement on behalf of the City Council. The Deed and Reversion Agreement shall be delivered to Buyer after the passage of thirty (30) days following the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 4. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 24<sup>th</sup> day of April, 2023.



Brett Devore, Mayor

Attest:

  
Dylan Mulfinger, City Administrator

Recorded April 25, 2023.

  
City Administrator

It was moved by Weber and seconded by Payne that the Resolution as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Stewart	x			
Weber	x			
Lenz	x			
Garrigus	x			
Seeders	x			
Payne	x			



# PURCHASE AGREEMENT

Date: 04/03/2023

Seller: City of Oelwein

Buyer: Kies Real Estate, LLC

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 205 3rd St NW, Oelwein, IA 50662

Legally described as:

Parcel ID 1821132013

**SUBJECT** TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

**ITEM(S) NOT INCLUDED:**

**FOR THE SUM OF \$:** 1000

**Earnest money** of \$0 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by n/a and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

**Closing** to take place on the 05/31/2023.

**Possession** to be given to Buyer at closing or by                       AM  PM on at closing  
Buyer agrees to take possession subject to rights of non-owner occupants now in possession.  YES  NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s): 

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(Initials)

Seller(s): 

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(Initials)



**Property Address:** 205 3rd St NW, Oelwein, IA 50662

**5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- a) property confirmed by the City of Oelwein to be a buildable lot for a single family dwelling and building permit able to be taken out
- b) property not to have burial site for any construction material, hazard waste or underground tanks, Any buried items found during the new construction process would be the City's responsible for removal with in 3 months.
- c) updated abstract to be provided by the City of Oelwein
- d) no real estate fees will be associated with this transaction
- e) owner of the company, Kies Real Estate, LLC, is a licensed Real Estate Broker in the state of Iowa

**6. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**7. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

**8. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**9. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

**10. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**11. FOREIGN PERSONS STATUS.** (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**12. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s): 

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(Initials)

Seller(s): 

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(Initials)

**Property Address:** 205 3rd St NW, Oelwein, IA 50662

**13. ELECTRONIC SIGNATURES.** In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**14. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

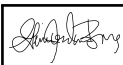
- |  |                              |                             |  |                                 |
|--|------------------------------|-----------------------------|--|---------------------------------|
| <u>SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT</u> | YES <input type="checkbox"/> |                             |  |                                 |
| <u>SELLER DISCLOSURE OF PROPERTY CONDITION</u>       | YES <input type="checkbox"/> | NO <input type="checkbox"/> | NOT APPLICABLE <input checked="" type="checkbox"/> | EXEMPT <input type="checkbox"/> |
| <u>LEAD BASED PAINT DISCLOSURE</u>                   | YES <input type="checkbox"/> | NO <input type="checkbox"/> | NOT APPLICABLE <input checked="" type="checkbox"/> |                                 |
| <u>SEPTIC SYSTEM ADDENDUM</u>                        | YES <input type="checkbox"/> | NO <input type="checkbox"/> | NOT APPLICABLE <input checked="" type="checkbox"/> |                                 |

**16. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 04/17/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**17. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_.

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

 dotloop verified  
04/03/23 8:40 AM CDT  
N9DE-T9WP-4DGY-3ADR

BUYER

\_\_\_\_\_  
BUYER

BUYER

3641 Kimball Ave, Ste 8

Waterloo, IA 50702

ADDRESS

\_\_\_\_\_  
SELLING LICENSEE

\_\_\_\_\_  
SELLING BROKERAGE COMPANY

\_\_\_\_\_  
SELLER

SELLER

\_\_\_\_\_  
SELLER

SELLER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
LISTING LICENSEE

\_\_\_\_\_  
LISTING BROKERAGE COMPANY

**FINAL ACCEPTANCE DATE** \_\_\_\_\_

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# PURCHASE AGREEMENT

Date: 04/03/2023

Seller: City of Oelwein

Buyer: Kies Real Estate, LLC

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 602 2nd Ave NE, Oelwein, IA 50662

Legally described as:

Parcel ID 1821202004

**SUBJECT** TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

**ITEM(S) NOT INCLUDED:**

**FOR THE SUM OF \$:** 1000

**Earnest money** of \$0 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by n/a and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

**Closing** to take place on the 05/31/2023.

**Possession** to be given to Buyer at closing or by                       AM  PM on at closing  
Buyer agrees to take possession subject to rights of non-owner occupants now in possession.  YES  NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s): 

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(Initials)

Seller(s): 

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(Initials)



**Property Address:** 602 2nd Ave NE, Oelwein, IA 50662

**1. CHECK THE APPROPRIATE FINANCE TYPE BOX**

**A. CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

**B. FINANCING** This agreement is subject to Buyer obtaining: \_\_\_\_\_ % of Loan to Value OR \$ \_\_\_\_\_  
 CONVENTIONAL     INSURED CONVENTIONAL     FHA     VA     USDA     OTHER  
 FRM     ARM mortgage loan on said property at an initial interest rate to not exceed \_\_\_\_\_ % per annum amortized over a period of \_\_\_\_\_ years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before \_\_\_\_\_. Within this same period the Buyer shall notify Seller in writing that the Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

**C. INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

**D. ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

**2. TAXES AND ASSESSMENTS.** Seller shall pay pro-rated to closing \_\_\_\_\_ of the installment of general property taxes on said property which become delinquent if not paid on or before \_\_\_\_\_ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oiling which is not a lien on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

**3. CONDITION OF PROPERTY.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 5. Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris, discards, and personal property, not included herein, from the premises prior to possession.

**4. INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.)**

Within \_\_\_\_\_ n/a \_\_\_\_\_ calendar days after the final acceptance date of this agreement. Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any inspection request from the Buyer, Seller shall within three (3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. Failure to do so shall be considered a rejection of all deficiency(s) requested by Buyer. The Buyer shall within three (3) calendar days (date of notification does not count) notify the Seller in writing that: (1) such steps are acceptable, in which case this agreement so modified, shall be binding upon all parties; or (2) that such steps are not acceptable; or (3) Buyer and Seller may continue to negotiate said deficiency(s) until either party enters a final response. Failure by Buyer to give the notification within the three (3) calendar days shall render this agreement null and void, and earnest money, if any, shall be returned to Buyer.

Buyer(s): \_\_\_\_\_  
(Initials)

Seller(s): \_\_\_\_\_  
(Initials)

**Property Address:** 602 2nd Ave NE, Oelwein, IA 50662

**5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- a) property confirmed by the City of Oelwein to be a buildable lot for a single family dwelling and building permit able to be taken out
- b) property not to have burial site for any construction material, hazard waste or underground tanks, Any buried items found during the new construction process would be the City's responsible for removal with in 3 months.
- c) updated abstract to be provided by the City of Oelwein
- d) no real estate fees will be associated with this transaction
- e) owner of the company, Kies Real Estate, LLC, is a licensed Real Estate Broker in the state of Iowa

**6. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**7. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

**8. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**9. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

**10. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**11. FOREIGN PERSONS STATUS.** (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**12. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s): 

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(Initials)

Seller(s): 

--	--

  
(Initials)



**Property Address:** 602 2nd Ave NE, Oelwein, IA 50662

**13. ELECTRONIC SIGNATURES.** In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**14. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

- SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT YES
- SELLER DISCLOSURE OF PROPERTY CONDITION YES  NO  NOT APPLICABLE  EXEMPT
- LEAD BASED PAINT DISCLOSURE YES  NO  NOT APPLICABLE
- SEPTIC SYSTEM ADDENDUM YES  NO  NOT APPLICABLE

**16. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 04/17/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**17. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_.

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

 dotloop verified  
04/03/23 8:45 AM CDT  
OD48-XZYQ-AFFH-2RAV

BUYER

BUYER

3641 Kimball Ave, Ste 8

Waterloo, IA 50702

ADDRESS

SELLING LICENSEE

SELLING BROKERAGE COMPANY

SELLER

SELLER

SELLER

SELLER

ADDRESS

ADDRESS

LISTING LICENSEE

LISTING BROKERAGE COMPANY

**FINAL ACCEPTANCE DATE** \_\_\_\_\_

This form has been made available by the Northeast Iowa Regional Board of REALTORS® for the convenience of its Brokers and their clients and customers and has been copyrighted by Northeast Iowa Regional Board of REALTORS® which makes no warranty of the legal effectiveness of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to this limitation and release the Northeast Iowa Regional Board of REALTORS® and all Brokers, agents, and subagents from any liability arising out of its use. This form shall not be reproduced, in whole or in part, without the prior written consent of the Northeast Iowa Regional Board of REALTORS®.



# PURCHASE AGREEMENT

Date: 04/03/2023

Seller: City of Oelwein

Buyer: Kies Real Estate, LLC

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 123 6th Ave NE, Oelwein, IA 50662

Legally described as:

Parcel ID 1821281027

**SUBJECT** TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

**ITEM(S) NOT INCLUDED:**

**FOR THE SUM OF \$:** 1000

**Earnest money** of \$ 0 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by n/a and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

**Closing** to take place on the 05/31/2023.

**Possession** to be given to Buyer at closing or by                       AM  PM on at closing  
Buyer agrees to take possession subject to rights of non-owner occupants now in possession.  YES  NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s): 

--	--

  
(Initials)

Seller(s): 

--	--

  
(Initials)



**Property Address:** 123 6th Ave NE, Oelwein, IA 50662

**5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- a) property confirmed by the City of Oelwein to be a buildable lot for a single family dwelling and building permit able to be taken out
- b) property not to have burial site for any construction material, hazard waste or underground tanks, Any buried items found during the new construction process would be the City's responsible for removal with in 3 months.
- c) updated abstract to be provided by the City of Oelwein
- d) no real estate fees will be associated with this transaction
- e) owner of the company, Kies Real Estate, LLC, is a licensed Real Estate Broker in the state of Iowa

**6. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**7. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

**8. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**9. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

**10. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**11. FOREIGN PERSONS STATUS.** (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**12. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s):   
(Initials)

Seller(s):   
(Initials)

**Property Address:** 123 6th Ave NE, Oelwein, IA 50662

**13. ELECTRONIC SIGNATURES.** In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**14. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

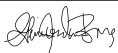
- |  |                              |  |   |                                 |
|--|------------------------------|--|---|---------------------------------|
| <u>SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT</u> | YES <input type="checkbox"/> |  |   |                                 |
| <u>SELLER DISCLOSURE OF PROPERTY CONDITION</u>       | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> | EXEMPT <input type="checkbox"/> |
| <u>LEAD BASED PAINT DISCLOSURE</u>                   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> |                                 |
| <u>SEPTIC SYSTEM ADDENDUM</u>                        | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> |                                 |

**16. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 04/17/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**17. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_.

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

 dotloop verified  
04/03/23 8:53 AM CDT  
BXHV-DRPW-QYB6-SXNO

BUYER

\_\_\_\_\_  
BUYER

BUYER

3641 Kimball Ave, Ste 8

Waterloo, IA 50702

ADDRESS

\_\_\_\_\_  
SELLING LICENSEE

\_\_\_\_\_  
SELLING BROKERAGE COMPANY

\_\_\_\_\_  
SELLER

SELLER

\_\_\_\_\_  
SELLER

SELLER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
LISTING LICENSEE

\_\_\_\_\_  
LISTING BROKERAGE COMPANY

**FINAL ACCEPTANCE DATE** \_\_\_\_\_

This form has been made available by the Northeast Iowa Regional Board of REALTORS® for the convenience of its Brokers and their clients and customers and has been copyrighted by Northeast Iowa Regional Board of REALTORS® which makes no warranty of the legal effectiveness of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to this limitation and release the Northeast Iowa Regional Board of REALTORS® and all Brokers, agents, and subagents from any liability arising out of its use. This form shall not be reproduced, in whole or in part, without the prior written consent of the Northeast Iowa Regional Board of REALTORS®.



# PURCHASE AGREEMENT

Date: 04/03/2023

Seller: City of Oelwein

Buyer: Kies Real Estate, LLC

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 145 and 149 2nd Ave NW, Oelwein, IA 50662

Legally described as:

Parcel ID 1821180003 and 1821180002

**SUBJECT** TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

**ITEM(S) NOT INCLUDED:**

**FOR THE SUM OF \$:** 1000

**Earnest money** of \$0 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by n/a and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

**Closing** to take place on the 05/31/2023.

**Possession** to be given to Buyer at closing or by                       AM  PM on at closing  
Buyer agrees to take possession subject to rights of non-owner occupants now in possession.  YES  NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s): 

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(Initials)

Seller(s): 

--	--

  
(Initials)



**Property Address:** 145 and 149 2nd Ave NW, Oelwein, IA 50662

**1. CHECK THE APPROPRIATE FINANCE TYPE BOX**

**A. CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer.

**B. FINANCING** This agreement is subject to Buyer obtaining: \_\_\_\_\_ % of Loan to Value OR \$ \_\_\_\_\_  
 CONVENTIONAL     INSURED CONVENTIONAL     FHA     VA     USDA     OTHER  
 FRM     ARM mortgage loan on said property at an initial interest rate to not exceed \_\_\_\_\_ % per annum amortized over a period of \_\_\_\_\_ years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted herein. Buyer's financing is also conditional upon the property appraising at the purchase price or greater on or before the mortgage commitment date stated herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before \_\_\_\_\_. Within this same period the Buyer shall notify Seller in writing that the Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

**C. INSTALLMENTS.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

**D. ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM to this Purchase Agreement.

**2. TAXES AND ASSESSMENTS.** Seller shall pay \_\_\_\_\_ of the installment of general property taxes on said property which become delinquent if not paid on or before \_\_\_\_\_ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing. Buyer shall pay the cost of all street oiling which is not a lien on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

**3. CONDITION OF PROPERTY.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 5. Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris, discards, and personal property, not included herein, from the premises prior to possession.

**4. INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.)**

Within \_\_\_\_\_ n/a \_\_\_\_\_ calendar days after the final acceptance date of this agreement. Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any inspection request from the Buyer, Seller shall within three (3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. Failure to do so shall be considered a rejection of all deficiency(s) requested by Buyer. The Buyer shall within three (3) calendar days (date of notification does not count) notify the Seller in writing that: (1) such steps are acceptable, in which case this agreement so modified, shall be binding upon all parties; or (2) that such steps are not acceptable; or (3) Buyer and Seller may continue to negotiate said deficiency(s) until either party enters a final response. Failure by Buyer to give the notification within the three (3) calendar days shall render this agreement null and void, and earnest money, if any, shall be returned to Buyer.

Buyer(s): \_\_\_\_\_  
(Initials)

Seller(s): \_\_\_\_\_  
(Initials)

**Property Address:** 145 and 149 2nd Ave NW, Oelwein, IA 50662

**5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- a) property confirmed by the City of Oelwein to be a buildable lot for a single family dwelling and building permit able to be taken out
- b) property not to have burial site for any construction material, hazard waste or underground tanks, Any buried items found during the new construction process would be the City's responsible for removal with in 3 months.
- c) updated abstract to be provided by the City of Oelwein
- d) no real estate fees will be associated with this transaction
- e) owner of the company, Kies Real Estate, LLC, is a licensed Real Estate Broker in the state of Iowa

**6. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**7. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

**8. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**9. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

**10. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**11. FOREIGN PERSONS STATUS.** (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**12. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s): 

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(Initials)

Seller(s): 

--	--

  
(Initials)



**Property Address:** 145 and 149 2nd Ave NW, Oelwein, IA 50662

**13. ELECTRONIC SIGNATURES.** In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**14. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

- SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT YES
- SELLER DISCLOSURE OF PROPERTY CONDITION YES  NO  NOT APPLICABLE  EXEMPT
- LEAD BASED PAINT DISCLOSURE YES  NO  NOT APPLICABLE
- SEPTIC SYSTEM ADDENDUM YES  NO  NOT APPLICABLE

**16. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 04/17/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**17. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_.

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

 dotloop verified  
04/03/23 8:57 AM CDT  
8Q4X-CH5Q-Q6NS-O6HB

BUYER

\_\_\_\_\_  
BUYER

3641 Kimball Ave, Ste 8

Waterloo, IA 50702

ADDRESS

SELLING LICENSEE

SELLING BROKERAGE COMPANY

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

ADDRESS

LISTING LICENSEE

LISTING BROKERAGE COMPANY

**FINAL ACCEPTANCE DATE** \_\_\_\_\_

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# PURCHASE AGREEMENT

Date: 04/03/2023

Seller: City of Oelwein

Buyer: Kies Real Estate, LLC

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 202, 206 and 210 4th Ave NW, Oelwein, IA 50662

Legally described as:

Parcel ID 1821151003, 1821151002 and 1821151001

**SUBJECT** TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

**ITEM(S) NOT INCLUDED:**

**FOR THE SUM OF \$:** 1000

**Earnest money** of \$ 0 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by n/a and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

**Return of Earnest Money.** Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

**Closing** to take place on the 05/31/2023.

**Possession** to be given to Buyer at closing or by                       AM  PM on at closing  
Buyer agrees to take possession subject to rights of non-owner occupants now in possession.  YES  NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s): 

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(Initials)

Seller(s): 

--	--

  
(Initials)



**Property Address:** 202, 206 and 210 4th Ave NW, Oelwein, IA 50662

**5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:**

- a) property confirmed by the City of Oelwein to be a buildable lot for a single family dwelling and building permit able to be taken out
- b) property not to have burial site for any construction material, hazard waste or underground tanks, Any buried items found during the new construction process would be the City's responsible for removal with in 3 months.
- c) updated abstract to be provided by the City of Oelwein
- d) no real estate fees will be associated with this transaction
- e) owner of the company, Kies Real Estate, LLC, is a licensed Real Estate Broker in the state of Iowa

**6. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

**7. TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

**8. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

**9. SURVEY.** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

**10. REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

**11. FOREIGN PERSONS STATUS.** (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

**12. THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s): 

--	--

  
(Initials)

Seller(s): 

--	--

  
(Initials)

**Property Address:** 202, 206 and 210 4th Ave NW, Oelwein, IA 50662

**13. ELECTRONIC SIGNATURES.** In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

**14. NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

**15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

- |  |                              |  |   |                                 |
|--|------------------------------|--|---|---------------------------------|
| <u>SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT</u> | YES <input type="checkbox"/> |  |   |                                 |
| <u>SELLER DISCLOSURE OF PROPERTY CONDITION</u>       | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> | EXEMPT <input type="checkbox"/> |
| <u>LEAD BASED PAINT DISCLOSURE</u>                   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> |                                 |
| <u>SEPTIC SYSTEM ADDENDUM</u>                        | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | NOT APPLICABLE <input type="checkbox"/> |                                 |

**16. ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 04/17/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

**17. SELLER HEREBY**  **ACCEPTS**  **COUNTERS**  **REJECTS** the above agreement on \_\_\_\_\_

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before \_\_\_\_\_.

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before \_\_\_\_\_.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

3641 Kimball Ave, Ste 8  
Waterloo, IA 50702  
ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SELLING LICENSEE

\_\_\_\_\_  
LISTING LICENSEE

\_\_\_\_\_  
SELLING BROKERAGE COMPANY

\_\_\_\_\_  
LISTING BROKERAGE COMPANY

**FINAL ACCEPTANCE DATE** \_\_\_\_\_

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RESOLUTION NO. \_\_\_\_\_-2023

RESOLUTION DIRECTING THE SALE OF THE CITY'S INTEREST IN PARCEL AD AND AE (20 and 24 2<sup>nd</sup> Ave NW), OELWEIN, FAYETTE COUNTY, IOWA

WHEREAS, the City is desirous of selling the real estate described herein, and;

WHEREAS, interested parties have come forth with a reasonable bid and intentions of the parcel, and;

WHEREAS, the City Council is set forth its proposal to sell its interest in the above described real estate and will publish notice of the date, time and place of a public hearing thereon; and

WHEREAS, said public hearing will be held and the City Council believes it is in the best interest of the City to sell the real estate in the above-described real estate on the terms and conditions set forth below;

BE IT RESOLVED by the Council of the city of Oelwein, Iowa, as follows:

Section 1.

The Council of the City of Oelwein will hold a Public Hearing on Monday, June 26, 2023 at 6:00 P.M. at Oelwein City Hall, 20 2nd Avenue SW, Oelwein, Iowa regarding the sale of city parcels AD in the southeast quarter of the northwest quarter of section 21, township 91 north, range 9 west of the 5th p.m., consisting of lot 8, block 2, and a portion of lot 34, block 1, McDonald's addition to Oelwein, Fayette County, Iowa, and Parcel AE in the Southeast quarter of the Northwest quarter of Section 21, Township 91 North, Range 9 West of the 5th p.m., consisting of portions of lots 5, 6, 7, and 34, block 1, McDonald's addition to Oelwein, Fayette County, Iowa; to RISE, LLC. in the amount of \$1,000.

Section 2. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

Stewart

Weber

Lenz

Garrigus

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13<sup>th</sup>, 2023.

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



---

106 Rainbow Dr.  
Elkader IA 52043  
563-245-1868

16 1st St. SW  
Oelwein IA 50662  
319-283-5405

April 20, 2023

City of Oelwein  
20 2<sup>nd</sup> Ave SW  
Oelwein, Iowa 50662

RISE, Ltd. is interested in procuring the property at 20 2nd Ave NW. We would like to build a 2nd group home to serve our mission to provide services to individuals with intellectual disabilities and mental illness.

RISE, Ltd. is a non-profit corporation, and thus we would ask that you consider giving RISE, Ltd the property at no cost. As you can imagine this is a large undertaking for a non-profit organization so we would appreciate your consideration in doing so.

Sincerely,

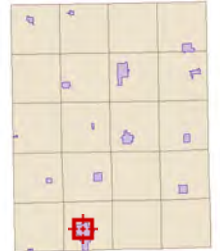
Jessica A. Pense  
Executive Director  
RISE, Ltd.



Parcel AD, Parcel AE



Overview



Legend


-  Corporate Limits
-  Parcels
- Major Highways**
-  County Highway
-  Federal Highway
-  State Highway
-  Roads

<b>Parcel ID</b>	1821179022	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	Oelwein, City Of
<b>Sec/Twp/Rng</b>	21-91-9	<b>Class</b>	R		City Hall 20 2nd Ave. SW
<b>Property Address</b>	20 2ND AVE. NW	<b>Acreage</b>	n/a		Oelwein, IA 50662-
	OELWEIN				
<b>District</b>	OELWEIN OELWEIN INC				
<b>Brief Tax Description</b>	AMENDED SURVEY PAR "AD" & "AE" PER BK. 2020 PG. 2782 <i>(Note: Not to be used on legal documents)</i>				

*Disclaimer: Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in "as is" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.*

Date created: 6/7/2023  
Last Data Uploaded: 6/7/2023 3:28:58 AM

Developed by  Schneider  
GEOSPATIAL

Recorder's Index	 <b>Book 2020 Page 2782</b> Document 2020 2782 Type 06 009 Pages 3 Date 9/09/2020 Time 12:53 PM Rec Amt \$17.00  KAREN FORD, RECORDER FAYETTE COUNTY, IOWA
County: FAYETTE	
Section: 21-T91N-R9W	
Quarter Section: SE1/4-NW1/4	
City: OELWEIN	
SUBDIVISION: (LOTS 5-7, & LOT 34, BLOCK 1, & LOT 8, BLOCK 2, MCDONALD'S ADDITION) & (PARCEL A OF DON ROSS SUBDIVISION OF MCDONALD'S ADDITION & LOT 3, BLOCK 1, DON ROSS ADDITION)	
Proprietor: CITY OF OELWEIN	
Requested By: CITY OF OELWEIN	

For Recorder's Use Only

Prepared by/Return to: FEHR GRAHAM, 128 S. Vine Street, West Union IA 52175 - Ph: (563)422-5131

**AMENDED PLAT OF SURVEY**  
**PARCEL AD, AE, AND AF IN THE SE1/4 OF THE NW1/4 OF SECTION 21-T91N-R9W**  
**CITY OF OELWEIN, FAYETTE COUNTY, IOWA**

**SURVEY DESCRIPTIONS:**

PARCEL AD

PARCEL AD IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 91 NORTH, RANGE 9 WEST OF THE 5TH P.M., CONSISTING OF LOT 8, BLOCK 2, AND A PORTION OF LOT 34, BLOCK 1, MCDONALD'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 04°25'52" EAST (ASSUMED BEARING), 80.51 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 2ND AVENUE NORTHWEST;

THENCE SOUTH 87°43'56" WEST, 150.27 FEET TO THE WEST LINE OF SAID ADDITION;

THENCE NORTH 04°18'12" WEST, 76.22 FEET ALONG THE WEST LINE OF SAID ADDITION TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE NORTH 86°05'46" EAST, 150.00 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING;

CONTAINING 0.270 ACRE, SUBJECT TO EASEMENTS OF RECORD.

PARCEL AE

PARCEL AE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 91 NORTH, RANGE 9 WEST OF THE 5TH P.M., CONSISTING OF PORTIONS OF LOTS 5, 6, 7, AND 34, BLOCK 1, MCDONALD'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 2, IN SAID MCDONALD'S ADDITION;

THENCE SOUTH 04°25'52" EAST (ASSUMED BEARING), 80.51 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 2ND AVENUE NORTHWEST TO THE POINT OF BEGINNING;

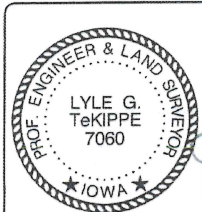
THENCE CONTINUING SOUTH 04°25'52" EAST, 100.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 87°43'56" WEST, 150.49 FEET TO THE WEST LINE OF SAID ADDITION;

THENCE NORTH 04°18'12" WEST, 99.99 FEET ALONG THE WEST LINE OF SAID ADDITION;

THENCE NORTH 87°43'56" EAST, 150.27 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.345 ACRE, SUBJECT TO EASEMENTS OF RECORD.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Lyle G. TeKippe* 9-9-20  
 Lyle G. TeKippe, P.E. & P.L.S. Date  
 License Number: 7060  
 My license renewal date is December 31, 2020.  
 Sheets covered by this seal: SHEETS 1-3

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 © 2020 FEHR GRAHAM

ILLINOIS  
 IOWA  
 WISCONSIN

G:\C3D\20-686-LS-ALTA\20-686-PLAT.dwg

SURVEY WAS COMPLETED ON:  
 SEPTEMBER 4, 2020

JOB NUMBER:  
 20-686  
  
 SHEET NUMBER:  
 1 of 3

**PARCEL AF**

PARCEL AF IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 91 NORTH, RANGE 9 WEST OF THE 5TH P.M., CONSISTING OF PORTIONS OF LOTS 5, 6, AND 7, BLOCK 1, MCDONALD'S ADDITION TO OELWEIN, ALL OF DON ROSS SUBDIVISION OF MCDONALD'S ADDITION, AND A PORTION OF LOT 3, BLOCK 1, DON ROSS ADDITION TO OELWEIN, ALL IN THE CITY OF OELWEIN, FAYETTE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 2, IN SAID MCDONALD'S ADDITION;

THENCE SOUTH 04°25'52" EAST (ASSUMED BEARING), 180.51 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 2ND AVENUE NORTHWEST TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 04°25'52" EAST, 80.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 87°43'56" WEST, 158.92 FEET TO THE NORTHWEST CORNER OF THE SOUTH 35 FEET OF SAID LOT 3;

THENCE NORTH 07°34'00" EAST, 5.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 87°49'18" EAST, 7.04 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID DON ROSS SUBDIVISION OF MCDONALD'S ADDITION;

THENCE NORTH 04°18'12" WEST, 74.22 FEET ALONG THE WEST LINE OF SAID DON ROSS SUBDIVISION OF MCDONALD'S ADDITION AND THE WEST LINE OF SAID MCDONALD'S ADDITION;

THENCE NORTH 87°43'56" EAST, 150.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.277 ACRE, SUBJECT TO EASEMENTS OF RECORD.

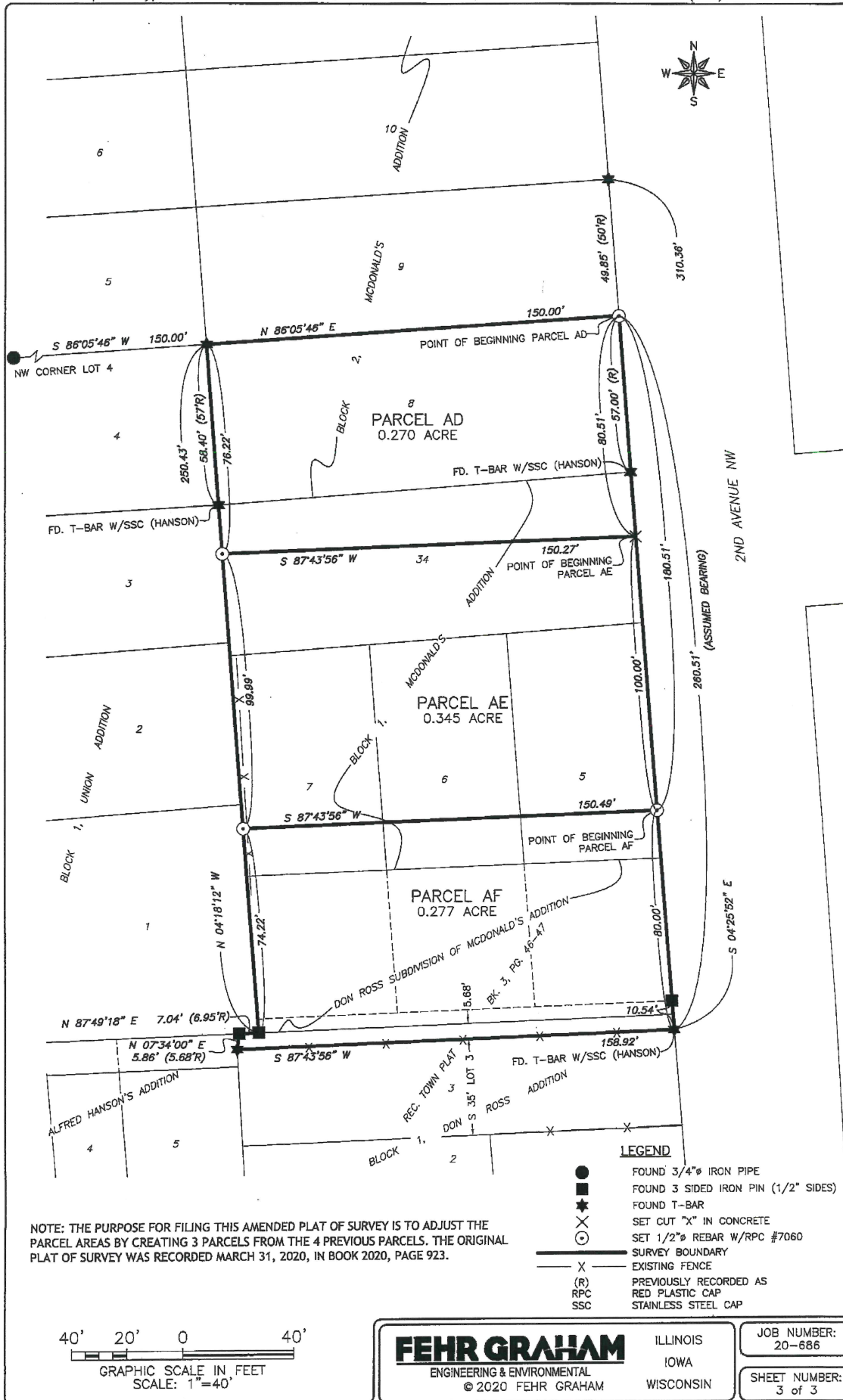
REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT CERTIFIED BY EDWARD B. TOURTELLOT, RECORDED DECEMBER 23, 1927, IN TOWN PLAT BOOK 3, PAGES 46-47; TO A SURVEY AND PLAT MADE BY HAROLD D. BLESSING, RECORDED MAY 20, 1980, IN SURVEY BOOK 6, PAGES 39-40, BOTH ON FILE IN THE FAYETTE COUNTY RECORDER'S OFFICE, WEST UNION, IOWA; AND TO A SURVEY AND PLAT MADE BY HAROLD D. BLESSING, SIGNED MAY 1, 1980, PROJECT NO. 1-80052, ON FILE IN THE OFFICE OF FEHR GRAHAM, WEST UNION, IOWA.

NOTE: THE PURPOSE FOR FILING THIS AMENDED PLAT OF SURVEY IS TO ADJUST THE PARCEL AREAS BY CREATING 3 PARCELS FROM THE 4 PREVIOUS PARCELS. THE ORIGINAL PLAT OF SURVEY WAS RECORDED MARCH 31, 2020, IN BOOK 2020, PAGE 923.

<b>FEHR GRAHAM</b> ENGINEERING & ENVIRONMENTAL © 2020 FEHR GRAHAM	ILLINOIS	JOB NUMBER: 20-686
	IOWA	
	WISCONSIN	SHEET NUMBER: 2 of 3

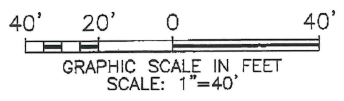


Prepared by/Return to: FEHR GRAHAM, 128 S. Vine Street, West Union IA 52175 - Ph: (563)422-5131



NOTE: THE PURPOSE FOR FILING THIS AMENDED PLAT OF SURVEY IS TO ADJUST THE PARCEL AREAS BY CREATING 3 PARCELS FROM THE 4 PREVIOUS PARCELS. THE ORIGINAL PLAT OF SURVEY WAS RECORDED MARCH 31, 2020, IN BOOK 2020, PAGE 923.

- LEGEND**
- FOUND 3/4" IRON PIPE
  - FOUND 3 SIDED IRON PIN (1/2" SIDES)
  - ★ FOUND T-BAR
  - ✕ SET CUT "X" IN CONCRETE
  - ⊙ SET 1/2" REBAR W/RPC #7060
  - SURVEY BOUNDARY
  - - - EXISTING FENCE
  - (R) PREVIOUSLY RECORDED AS
  - RPC RED PLASTIC CAP
  - SSC STAINLESS STEEL CAP



<b>FEHR GRAHAM</b> ENGINEERING & ENVIRONMENTAL © 2020 FEHR GRAHAM	ILLINOIS	JOB NUMBER: 20-686
	IOWA	
	WISCONSIN	SHEET NUMBER: 3 of 3

## SECTION 00 11 13

## ADVERTISEMENT TO BID

CITY OF OELWEIN  
OELWEIN, IOWA  
REED BED EXPANSION AND EQ BASIN LINER REPLACEMENT  
CONTRACT 1-2023

The City of Oelwein (OWNER) is requesting Bids for the construction of the following Project:

Reed Bed Expansion and EQ Basin Liner Replacement  
Contract 1-2023

Bids for the construction of the Project will be received at the City Hall located at 20 2nd Avenue SW, Oelwein, IA 50662, until Wednesday, July 19, 2023, at 11 A.M., local time. At that time the Bids received will be publicly opened and read aloud publicly.

The Project includes the following Work: Expansion and rehabilitation of existing reed beds and replacement of EQ basin liner.

The Work will be substantially complete on or before October 5, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 3, 2024.

Complete digital Project Bidding Documents are available at [www.strand.com](http://www.strand.com) or at [www.questcdn.com](http://www.questcdn.com) at no cost. Download the digital Bidding Documents by inputting Quest project number 8556134 on the website's project search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with free membership registration, downloading, and working with this digital Project information.

Paper copies may be obtained from the Issuing Office which is FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010. A refundable fee of \$50 will be required (shipping and handling fees included). Overnight mailing of Bidding Documents will not be provided. The fee will be refunded if Bidding Documents are returned within 14 days after the Award of Contract.

All Bidders submitting a sealed Bid shall obtain the Bidding Documents from QuestCDN.com or from FOX Strand.

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the Project Plan Holders List.

The Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price.



NOTICE OF PUBLIC HEARING ON PROPOSED DRAWINGS, SPECIFICATIONS, FORM OF CONTRACT, AND OPINION OF PROBABLE CONSTRUCTION COST OF THE REED BED EXPANSION AND EQ BASIN LINER REPLACEMENT IN AND FOR THE CITY OF OELWEIN, IOWA

Notice Is Hereby Given: That at 6 P.M., at the City Council Chambers, Oelwein, Iowa, on the 24th day of July 2023, the City Council of the City of Oelwein, Iowa, will hold a public hearing on the proposed Drawings, Specifications, form of contract, and opinion of probable construction cost as well as acting on the proposals received for said project improvements.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Published upon order of the City Council of the City of Oelwein, Iowa.

CITY OF OELWEIN, IOWA

Attest: \_\_\_\_\_  
City Administrator



**Who:** Ampersand staff, Jamie Jacobs, and participants

**What:** Inaugural Ampersand Beer Mile

**When:**

July 15, 2023

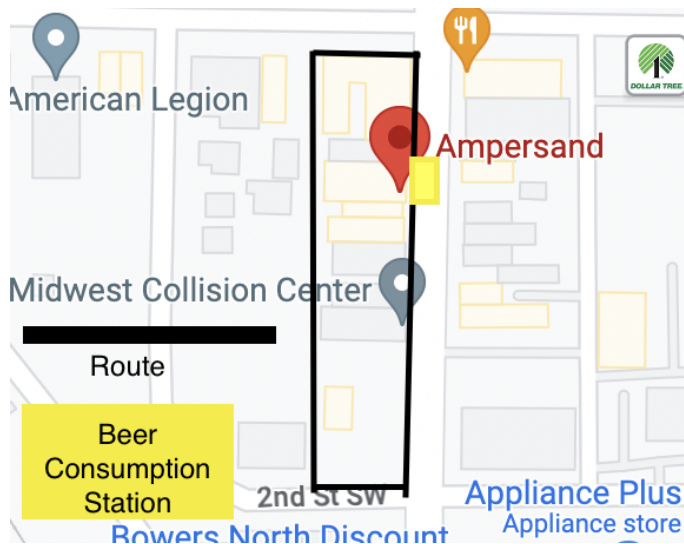
Registration at 1:00 PM

Race Starts 1:30 PM

Estimated end: 2:30 PM

After party until 11:00 PM

**Where:** Ampersand Tap Room with route as shown below



**How?**

How do people register?

[Google Form](#)

Staff will be present at each intersection. All cleanup will be on Ampersand



# Matt Construction, Inc.

203 Y Avenue  
Sumner, IA 50674

Phone 563-578-8418  
Fax 563-578-5791

E-mail: mattco@iowatelecom.net

# Change Order

Number	Date
3	6/8/2023

**Customer:**

City of Oelwein  
20 2nd Ave SW  
Oelwein, IA 50662

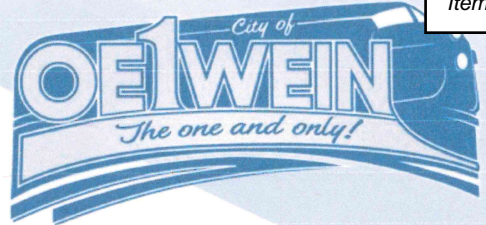
Project Description and Specifications	Total
- Remove existing sod - Replace with 11,500 sq ft of new sod  * Includes deduction for hydroseeding not used. * Does not include watering system or watering which will need to be done. This can be quoted if needed.	19,900.00
<b>Total</b>	<b>\$19,900.00</b>

The above price, specifications and conditions are satisfactory. You are authorized to do the work. Payment will be made as outlined above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**CITY OF OELWEIN  
HOTEL AND MOTEL TAX FUNDING APPLICATION  
(TOURISM)**

**Application Deadlines**  
September 1 -- December 1  
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

**Organization Name:** Italian heritage  
**Contact Name:** Teresa Buckman  
**Mailing Address:** 17208 25th st  
**City, State, Zip:** oelwein,ia 50662  
**Phone:** 319-231-4800 **Fax:** \_\_\_\_\_ **Email Address:** teresa\_buckman@yahoo.com  
**Total Project Cost:** \$600.00


**Total Requested from Hotel/Motel Tax Funds: \$** 600.00

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by:  Date 5-18-23  
anthony ricchio  
(printed name)

CITY OF OELWEIN  
HOTEL/MOTEL TAX FUNDING APPLICATION  
(Tourism)

**Project Identification**

I. What is the title of your project?

Italian heritage days

Provide a brief description of your project. Attach additional pages, if needed.

Every year we have a bocce ball tournament,sausasage sandwiches,a supper in the evening

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

This event brings people from out of state and town.

3. Project Evaluation:

A. Targeted Population

oelwein and surrounding areas

1) Hotel/Motel guests generated by project

30

a. Number of projected hotel/motel guests.

40

b. How will hotel/motel guests be tracked.

we will have a discount code



2) Number of adults the project will reach

40

3) Number of youth the project will reach

30

B. Geographic area of draw

bordering states and counties

C. Volunteers

1) Number of volunteers

10

2) Number of volunteer hours

40

D. Attendance of event previous year(s)

150-300

E. Day open to public or performance(s)

sat morn-afternoon

bocce ball, outdoor mass

4. Project Budget

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

inflatables 458.00  
food cost 150.00

B. List sources of matching funds obtained below. Funding requests are eligible for up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

100.00 sponsor for bocce ball tournament

C. Is this application "seed money" for a new project? If yes, please explain.

no

D. Is this application for the expansion of an existing project/program? If yes, please explain.

yes  
We are expanding inflatables as we are getting alot of younger kids

E. Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

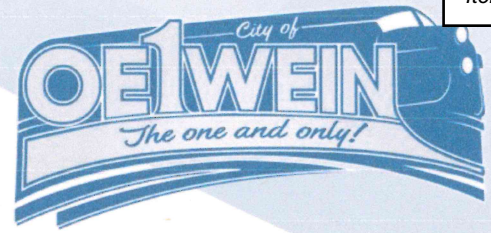
Yes:  No:  (check one)

If you answered yes, please answer the following: (attach additional pages, if needed)

Amount of Funding: \$ 1200.00

Date of Funding: 2018





**Assurances Continued**

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

**Cost Reimbursement**

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**

\_\_\_\_\_  
Recipient

5-18-23

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date



### CITY OF OELWEIN HOTEL AND MOTEL TAX FUNDING APPLICATION (TOURISM)

**Application Deadlines**  
September 1 -- December 1  
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

**Organization Name:** Williams Center for the Arts, Williams Center Inc  
**Contact Name:** Linda Murphy & Sandie Graf, Co-Directors  
**Mailing Address:** P.O. Box 636  
**City, State, Zip:** Oelwein, IA 50662  
**Phone:** 319-283-6616 **Fax:** 319-283-4497 **Email Address:** director@williamscenterforthearts.com

**Total Project Cost:** \_\_\_\_\_

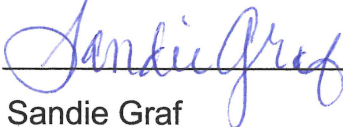
**Total Requested from Hotel/Motel Tax Funds: \$** 1,500

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by:  Date May 30, 2023  
Sandie Graf  
(printed name)



**Assurances Continued**

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

**Cost Reimbursement**

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**

*Nardie Gray*  
Recipient

5-30-2023  
Date

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date



CITY OF OELWEIN  
HOTEL/MOTEL TAX FUNDING APPLICATION  
(Tourism)

Project Identification:

1. What is the title of your project?

*American English-The Complete Beatles Tribute*. Williams Center for the Arts stage.

**Provide a brief description of your project. Attach Additional pages if needed.**

The show begins with the early years of Ed Sullivan and includes classic Beatles favorites such as She Loves You, Twist and Shout, I Want to Hold Your Hand and many others. American English captures the very essence of John, Paul, George and Ringo.

Next, you'll take a trip with American English as they recreate the psychedelic era of the Beatles. Every musical and visual detail is magically shaped in a colorful journey back in time. You'll witness incredible versions of selections from Sgt. Pepper and Magical Mystery Tour. All the songs are performed completely live without any tapes on backing tracks.

And in the end, you'll be transformed to a spectacular musical excursion of the final years of the Beatles partnership. Relive the years of the White Album, Let It Be, and Abbey Road. Moving renditions of songs such as Hey Jude, Something, and Let It Be, are sure to complete the tribute to the Beatles. This show will be presented on Saturday, August 19, 2023 @ 7:00 pm.

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

The Williams Center for the Arts is one of the top destinations of choice for the arts in the four-county area of northeast Iowa. Almost 1/3 of our audiences come from communities other than Oelwein. We have had concert attendees from over 40 area communities.

Some of the locations which our patrons come from include: Spencer, IA, Marion, IA, Waverly, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL, Dubuque, IA, as well as the Oelwein area.

People coming to Oelwein for programs at the Williams Center for the Arts not only come to the programs but also spend money with our local businesses such as restaurants, convenience stores and motel/hotels.

During the 2023-24 concert year the Williams Center for the Arts will spend more than \$8,000 in hotel costs at Cornerstone Inn and Suites. An additional \$5,000 is spent for meals, and an additional \$1,500 for hospitality, which is a required part of each contracted event.

**3. Project Evaluation:**

**A. Targeted Population**

**1.) Hotel/Motel guests generated by this project.**

**a. Number of guests.**

The number of guests generated by this project is approximately 75+. This includes the performers as well as members of the audience needing housing.

**b. How will hotel/motel guests be tracked?**

We ask for information from Cornerstone Inn and Suites as to the number of rooms used and how many guests were housed in those rooms per evening.

**2.) Number of adults the project will reach.**

The total number of visitors to the Williams Center for the Arts Artist Series is 7,625 persons per year. Total number of persons using the Williams Center for the Arts during a calendar year is over 75,000. This includes the Artist Series, City of Oelwein, Mercy Hospital, NICC use, school use, district and state music associations, the State of Iowa, and the Federal Government.

The total number of adults this project will reach is 500 persons.

The Williams Center for the Arts provides residents with special needs the opportunity to attend the events at the center. Groups with special needs using the Williams Center for the Arts include: Mercy Living Plus, the two Alternative Living Homes in Oelwein, Full Circle Services, Grandview Nursing Home, Oelwein Care Nursing Home, and ABCM facilities in Independence, IA. These residents are admitted to the Artist Series event at a reduced ticket price.

**3.) Number of youth the project will reach.**

Approximately 300 youth will be reached by this project and over 10,000 youth will be served for the entire 2023-24 performance year. (This number includes all usage.) Every Oelwein School student (K-12) is admitted at no charge.

**B. Geographic area of draw**

All of Northeast Iowa in addition to outlying areas such as Spencer, IA, Marion, IA, Waverly, IA, Des Moines, IA, Minneapolis, MN, Rochester, MN, Galena, IL, Dubuque, IA.

**C. Volunteers**

**1) Number of volunteers**

Based on past experience we will have over 25 volunteers

**2.) Number of volunteer hours**

We anticipated volunteers contributing 50 hours.

**D. Attendance of event previous year(s)**

The total number of visitors to the Williams Center for the Arts Artist Series is approximately 75,000 persons. (This includes the Williams Center for the Arts Artist Series, Northeast Iowa Honor Bands and Honor Choirs, Pre-All State High School Vocal Workshop, Programs and Concerts from the Oelwein Community Schools, Gallagher-Bluedorn children's plays, and various Community usages, as well as the State of Iowa, and the Federal Government.

**E. Day open to the public or performances(s)?**

The Williams Center for the Arts Artist Series begins in mid-August and runs through April, 2024. The American English will be the first show in the 2023-2024 series. It will be held on August 19, 2023.

**4. Project Budget:**

- A.** Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

ESTMATED BUDGET FOR: American English-The Complete Beatles Tribute

Artist fee: -	\$8,500
Housing:	\$1230
Meals:	\$350
Sound:	\$1,000
Lights:	\$600
Advertising:	\$1000
Programs and posters:	\$675
Hospitality:	\$100
<b>Total Projected Costs:</b>	<b>\$13,455</b>

- B. List sources of matching funds obtained below. Funding requests are eligible up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

C.

**Matching funds:**

Northeast Iowa Charitable Foundation, In-Kind donations,  
Memorials, Ticket Sales, Local Business Sponsorships.

The Williams Center for the Arts is asking for a \$1,500 grant to help cover part of the cost of **American English-The Complete Beatles Tribute**

- C. Is this application "seed money" for a new? Project? If yes, Please explain.

It is not "seed" money.

- D. Is this application for the expansion of an existing project/program? If yes, please explain.

This application helps to fund the existing 2023-24 Artist Series at the Williams Center for the Arts.

E. Have you ever received Hotel/Motel funding?  
From the City of Oelwein in the past?

Yes: X      No: \_\_\_\_\_

If you answered yes, please answer the  
following: (attach additional pages if needed)

**Amount of Funding:** The Williams Center Artist Series has received \$6,000 each year for the past several years. Prior to 2017, the City of Oelwein was able to assist the Williams Center Artist series in the amount of \$10,000 yearly. We are asking for a \$1,500 grant.



# Minutes

Airport Board

20 Second Avenue SW, Oelwein

May 17, 2023 - 6:30 PM

## CALL TO ORDER

Chair Gregg Bryan called the meeting to order at 6:30 PM.

## ROLL CALL

**Present:** Bryan, Woodraska, Nations, Tuchscherer, Bagge, Councilman Stewart

**Absent:** NA

**Also Present:** City Administrator Mulfinger, FBO George Tegeler, Councilman Garrigus, Councilman Lenz, Kyle and Melody Rich

1. Public Comment - Three minutes will be given to anyone desiring to address the Board.

Bryan opened the floor to public comments. None were received.

## APPROVAL OF MINUTES

2. April Minutes.

A motion was made by Tuchscherer, second by Bagge to approve the minutes. All aye. Motion Carried.

## EXPENSE REVIEW

3. April Expenses.

## FBO REPORT

Contractors were at the airport to finish the crack sealing project and have painted. The final inspection was scheduled. Tegeler reported that the siding of the building was coming loose in places and he had to reattach it with liquid nails, and screws. The waterways on the west side have had some work done and to the south has been repaired.. A tile has been reconnected and cleared to help with some water flow. Bagge questioned how the siding was put on originally. Tegeler stated he believed it was roofing nails and in the places it was coming loose the spacing was larger than the nail head and it is slipping over them. Bryan asked if there was moisture damage. Tegeler stated he didn't believe so. Bryan stated he would check with the supplier because he didn't feel the siding was old enough to be having issues.

## OLD BUSINESS

4. Security Cameras

Mulfinger reported the city can put up cameras where they see fit. Tegler is able to place cameras in his own areas as well. Bryan desired cameras in the hangers with electricity, especially in the east and west hanger.

5. East Ramp Drainage Project.

Bryan recapped the board's decision on being involved in the project. Mulfinger stated Public Works is looking into the issues.

Bagge had received an estimate from Freeman Helmuth Construction in the amount of \$4,480 on a community hanger repair.

**NEW BUSINESS**

## 6. Election of Board Chairman.

Bryan had stated he would like to resign as Chairman.

Mulfinger stated they need to elect a vice chair.

Nations motioned to nominate Woodraska. Bryan seconded.

Woodraska motioned to nominate Bagge. Failed to receive a seconded.

All aye in favor of Woodraska as chair.

Bryan opened the floor for nominations of vice chair.

Bryan nominated Bagge, nations seconded. All aye.

## 7. Board Meeting Procedures.

Woodraska had raised concerns about the procedures of the board. He requested guidance from Mulfinger. Mulfinger stated that a board can set their own procedures, they should be consistent, and the most efficient to make decisions. Woodraska remarked he appreciated when the board brings an item up, they chat about it and then vote at the following meeting.

Mulfinger recommended having the board give city staff direction for how they would like their meeting ran and he would create the verbiage to be voted on during the next board meeting.

Tuchscherer motioned to direct staff to draft proceeded, second Bagge. All aye. Motion carried.

## 8. Discussion on Sec. 6-101. - Qualifications of board members.

Bryan stated he feels the board shouldn't choose its members. He then reviewed the qualifications to be on the board. Bryan disapproved of the Mayor's suggestion to only allow those affiliated with the airport to be on the board.

Mulfinger stated that with two terms up in June, a board member from Oelwein would need to be found.

**SCHEDULE NEXT MEETING DATE**

June 28<sup>th</sup> at 6:30PM

**ADJOURNMENT**

Nations motioned to adjourn the meeting at 7:18PM, seconded by Nations. All aye. Motion carried.



679570

Freeman Helmuth Const

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE				
	Estimate Only	May-15-23				
NAME Oelwein Airport.						
ADDRESS						
CITY, STATE, ZIP Oelwein IA						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Labor To repair		
2	Building.	\$1,850	
3	3 New post on North End		
4	Post Brackets and Bolts	\$1,950	
5	screws and Nuts	\$200	
6	Replace bad boards		
7	on the out side of		
8	The building, on The		
9	Bottom		
10	Approx 160' at (\$3) per Foot		
11	Thank You	\$4,480	
12			
13	Freeman Helmuth Const.		
14	1635 120 <sup>th</sup> St		
15	Hazelton, IA 50641		
16			
17	319-238-1662		
18			

RECEIVED BY

A-5005  
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11





To: Mayor and City Council  
From: Dylan Mulfinger  
Subject: Administrator Memo  
Date: 6/12/2023

Consent Agenda

- 1. Consideration of a motion to approve the May 22, 2023 minutes.
- 2. Consideration of a motion to approve the 2023-2024 Cigarette/Tobacco Perming Renewal for Dollar General #2328.
- 3. Consideration of a motion approving the AECOM Invoice # 2000765110 in the amount of \$8,113.45 for the Airport Repavement Project.
- 4. Consideration of a motion approving the Class 'C' Retail Alcohol License for Hacienda Del Rio.

Resolutions

- 5. Consideration of a Resolution amending the Oelwein Personnel Policy Manual.
  - 1. The City Administrator presented these changes to council in the spring of 2023 as part of the improved benefits for the city. This turned into a larger project as staff had some items which needed correcting with the personnel manual so all of those are included. All of the changes are listed in the resolution for City Council. The City Administrator recommends approving the resolution.
- 6. Consideration of a resolution to approve Pay Application No. 2 in the amount of \$311,308.55 to Matt Construction, Inc for Plaza Park Improvements Project.
  - 1. All of the work completed so far is approved. The City Administrator recommends approving the resolution.
- 7. Consideration of a Resolution approving Streets Improvements with Fayette County for Outer Road SS4A Project in the amount of \$33,650.
  - 1. The county approached the city and had grant funding to reduce the cost of this project. Road User Tax is available for this improvement. I did advise the county that our funding for these improvements is limited. I was told this should clear up most of the projects for several years. The City Administrator recommends approving the resolution.
- 8. Consideration of a Resolution to accept the 2022-2023 Airport Runway, Taxiway and Apron Pavement Rehabilitation Project.
  - 1. This project is complete and done to the specifications that were required. The City Administrator recommends approving the resolution.
- 9. Consideration of a corrective resolution regarding the direction of the sale of the city's interest in 815 4th Ave SW, Oelwein, Fayette County, Iowa.
  - 1. The City is almost done doing corrective resolutions for the sale of property. This process has been a tumultuous learning curve for city staff



and myself in selling properties. A new process has been created and checks are in place that properties are sold much quicker and with one resolution. The City Administrator recommends approving the resolution.

- 10. Consideration of a Corrective Resolution regarding directing the sale of the City’s Interest in 123 6th Ave NE, 145 2nd Ave NW, 149 2nd Ave NW, 202 4th Ave NW, 205 3rd Street NW, 206 4th Ave NW, 210 4th Ave NW, and 602 2nd Ave NE, Oelwein, Fayette County, Iowa.
  - 1. The City is almost done doing corrective resolutions for the sale of property. This process has been a tumultuous learning curve for city staff and myself in selling properties. A new process has been created and checks are in place that properties are sold much quicker and with one resolution. The City Administrator recommends approving the resolution.
- 11. Consideration of a resolution directing the sale of the City’s Interest in Parcel AD and AE, Oelwein, Fayette County, Iowa.
  - 1. This will set a public hearing to sell two lots owned by the city north of City Hall. This sale will now follow the new and improved selling process. The new process requires a public hearing to be set by resolution. The City Administrator recommends approving the resolution.

Motions

- 12. Consideration of a motion to seek bids on Reed Bed Expansion and EQ Basin Liner Replacement project.
  - 1. The city is ready to move forward with the reed bed expansion project. This project will be funded by a SRF loan. The City Administrator recommends approving the motion.
- 13. Consideration of a motion to set a public hearing on July 24, 2023 at 6:00 PM at Oelwein Council Chambers for the Reed Bed Expansion and EQ Basin Liner Replacement project.
  - 1. The public hearing is required for the project. The City Administrator recommends approving the motion.
- 14. Consideration of a motion approving a Beer Mile Athletic Event for Ampersand Taproom on July 15, 2023.
  - 1. The City Administrator can not provide feedback on this event.
- 15. Consideration of a motion to approve Change Order No. 3 for Plaza Park Improvement Project with Matt Construction Inc. in the amount for \$19,900 for Sod.
  - 1. Originally this project was to start in the spring allowing for grass to be grown. That timeline has been shortened significantly. If the city wants to use this project this summer the City Administrator highly advises doing sod on the park. Funding is available especially now that City Hall is not being completed This improvement will make this part a feature of our downtown. The City Administrator recommends approving the motion.
- 16. Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Development Committee's recommendation on the Italian Heritage Days \$600.00 Hotel/Motel Funding Request.



1. This event has worked well in the past and they do well at attracting people to Redgate Park. The City Administrator recommends approving the motion.
17. Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Development Committee's recommendation on the Williams Center for the Arts \$1,500.00 Hotel/Motel Funding Request.
1. This Williams Center for the Arts is a regular user of Hotel/Motel funding. The City Administrator recommends approving the motion.

RESOLUTION NO. \_\_\_\_\_

Consideration of a Resolution Amending the City Administrator’s Contract

WHEREAS, The City Administrator’s salary will follow the salary resolution; and

WHEREAS, the contract will now include under section four paragraph two: If the City Administrator is terminated without cause six months after the election, appointment, or swearing in of a new council member, the City Administrator shall receive nine months of severance pay and benefits.; and

WHEREAS, the city annually evaluates the City Administrator and this year finds their performance satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa amends the City Administrator’s contract.

Passed and approved this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Brett DeVore, Mayor

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Resolution as read be adopted, and upon roll call there were:

AYES      NAYS      ABSENT      ABSTAIN

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 13, 2023.

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



To: Mayor and City Council

From: Dylan Mulfinger

Subject: City Administrator Salary and Benefits Requests

Date: 4/25/2023

## Accomplishments

- Grants
  - \$600,000 NE Sewer Project
  - \$375,000 Drinking Water Treatment Financial Assistance Program (WTFAP)
  - \$126,750 Pool Improvements
  - Tear Down North East Iowa Housing Trust Fund
  - \$84,750 Building Resilient Infrastructure and Communities
  - \$30,000 Iowa Department of Homeland Security and FEMA Fire Department emergency generator
- Policy
  - Presented a balanced budget to council
  - Moved the city's code online in a user-friendly format providing better transparency and more access to staff
  - Worked with MSA on the Comprehensive Plan
  - Worked with council to consider privatizing rental inspections for the organization and received zero proposals
  - Negotiated with Fayette County on the dispatch agreement
  - Administered the new single hauler contract and bid
  - Oversaw the plaza improvement project
  - Guided council through the selection of a new City Attorney
  - Provided guidance on golf carts several times for council
  - Spoke with our legislators about our concerns as a community and organization
  - Worked with a group of City Administrators trying to leave Municipal Fire and Police Retirement System
  - Negotiated health insurance rates
  - Discussed new benefit ideas with council
- Management
  - Hired two positions in Community Development
  - Created and implemented transition plan for Public Work's leadership
  - Oversaw the City Hall Improvement Planning process
  - Worked through a viaduct application to the federal government
  - Implemented a new phone system for the organization
  - Demolished over five homes and downtown nuisance property



- Provided input in countless airport board meetings and works sessions
- Worked through an Information Technology Assessment and started an implementation plan
- Provided a plan for downtown parking lot signage improvement
- Had another successful audit
- Oversaw all the departments and worked with them on a weekly basis
- Provided four lunch and learns to staff, provided a winter meal for staff
- Met several times on the library roof trying to find permanent solution
- Allowed a pool table at the fire station
- Professional
  - Spoke at UNI to a class of Public Administration students
  - Attended Rural Development Conference, Iowa Municipal Manager's Conference, IaCMA Summer Conference, ICMA Conference, and Iowa League of Cities Conference
  - Member of the International City/County Management Association
  - Member of the Iowa City/County Management Association
  - Chair of the awards committee for the Iowa City/County Management Association
  - North East Iowa Regional Coordinator for the Iowa City/County Management Association
  - Serve on the Oelwein Chamber and Area Development Board
  - Serve on the RPA-1 Policy Board for Upper Explorerland
- Personal
  - Investor and owner of a local business
  - Raised over \$2,000 for Rotary by leading the sweet corn feed
  - Lead the BBQ contest for OCAD during Fall Fling
  - Chair of Stewardship and Finance for Zion Lutheran Church

The City Administrator has the privilege of discussing his salary and benefits in a public meeting. I am requesting the following for July 1, 2023:

Increase in salary to \$124,999.94.

Under section 4, 2<sup>nd</sup> paragraph, add the following:

If the City Administrator is terminated without cause six months after the election, appointment, or swearing in of a new council member, the City Administrator shall receive nine months of severance pay and benefits.



Oelwein City Administrator Salary Comparables:

- Estherville **\$123,448**
- Maquoketa **\$127,500 (There since Jan. 2022)**
- Red Oak (interim so we can't grab this one)
- Centerville **\$109,000**
- Nevada **\$124,124**
- Atlantic **\$122,841.35** (This number is slightly higher than the spreadsheet gave because their "The city did 7% across the board know that we may be on lean times depending on what property tax reform happens between now and the end of next session. We are taking it as a given that property tax reform will happen and it will hurt municipalities.")
- Washington **\$115,249.94** (pulled from the study not July 1)
- Charles City **\$128,500**
- Vinton **\$ 122,678**
- Independence **\$120,000**
- Manchester **\$112,216** (or mathematically **\$53.95** hourly, **\$1/hour** raise July 1 and then again on **Jan. 1, 2024** for all employees)
- Decorah **\$132,472.50** (will increase to either **139,096.12** or **\$141,745.575** on July 1, 2023 depending on performance evaluation)

### Employee Agreement

THIS AGREEMENT is made and entered into this 28th day of March, 2016, between the City of Oelwein, Iowa (the City), and Dylan Mulfinger (the City Administrator). The official start date for Dylan Mulfinger is April 18, 2016.

Updated June of 2023 by City Council to reflect annual negotiations.

#### **BACKGROUND FACTS**

1. The City wishes to employ the services of as City Administrator of the City of Oelwein, Iowa.
2. The City and Dylan Mulfinger desire to provide for certain procedures, benefits and requirements regarding the employment of Dylan Mulfinger by the City.
3. Dylan Mulfinger wishes to accept employment as City Administrator of Oelwein, under the terms and conditions of this agreement.

#### **TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. Duties: City agrees to employ Dylan Mulfinger as the City Administrator of the City of Oelwein to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. Compensation: Dylan Mulfinger shall receive an annual salary of \$124,999.94, payable as a biweekly salary of \$4,807.96. Approved by salary resolution in 2023. The City Administrator will receive an initial performance evaluation November 1st, 2016 and thereafter an annual performance evaluation during the month of April of each year. An adjustment in salary for the City Administrator shall be considered after twelve (12) months, provided Mr. Mulfinger has an acceptable performance review. Additional future salary adjustments will be granted at the same time as for other management employees and are subject to Council approval and completion of a satisfactory performance evaluation.
3. Terms and Conditions: The City Administrator will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
  - a. Willful neglect of duty.
  - b. Gross inefficiency or incompetence in office that is not corrected after a reasonable written notice.
  - c. Malfeasance in office.
4. Termination without cause shall require the affirmative vote of four (4) council members. Should the City terminate the employment of the City Administrator without cause, he will receive six (6) months' severance pay and benefits.
  - a. If the City Administrator is terminated without cause six months after the election, appointment, or swearing in of a new council member, the City Administrator shall receive nine months of severance pay and benefits.
5. If the City Administrator decides to terminate employment, he will provide the City a minimum of 60 days' notice of intent to terminate.



6. Iowa Public Employees Retirement System (IPERS): City will contribute to City Administrator's IPERS benefit as statutorily established, currently 10.27% of yearly salary.
7. Insurance Coverage: The City Administrator will be provided insurance coverage at the same rate as other non-union City Employees.
8. Vacation, Holidays, and Sick Leave:
  - a. The City Administrator will be granted twenty (20) days per year of vacation time on April 18th of each year beginning April 18th, 2022. Up to ten days of unused vacation time may carry over to the following year. Future increases in vacation benefits shall be as follows:
    - 1 - 15 years of service = 20 days
    - 18 years of service = 22 days
    - 20 years of service = 25 days
    - 25 years of service = 30 days
  - b. The City Administrator will be granted the same number of holidays as other City employees.
  - c. The City Administrator will be granted five (5) days of banked sick leave upon employment and shall earn additional sick leave at the rate other employees earn sick leave (18 days per year). All other provisions of the sick leave policy will apply to the City Administrator.
  - d. Personal leave days shall follow the employee personnel manual during the fiscal year. The employee will be allowed to carry over up to five (5) days each fiscal year.
  - e. City Administrator shall accrue 12 hours of sick leave per month up to a maximum of 130 days in what will be classified as an "initial bank of sick leave". The initial bank of sick leave of one hundred and thirty (130) days ("Initial Bank"), can only be used in the event of an illness or injury. In addition, during times when the initial bank of sick leave is at its maximum accrual, City Administrator shall earn a "Secondary Bank" of sick leave. This will be earned at a rate of twelve hours of sick leave per month, cumulative, for a maximum of 130 days of "Secondary Banked" time. This sick leave can only accumulate when the employee is at the maximum amount allowed of "Initial Banked" time. This sick leave shall be paid, upon retirement from the City of Oelwein, in the form of family health insurance as described below:
    - 40 "banked" days = 8 weeks of health insurance
    - 60 "banked" days = 12 weeks of health insurance
    - 100 "banked" days = 20 weeks of health insurance
    - 130 "banked" days = 26 weeks of health insurance
9. City Administrator may use up to forty (40) hours of sick leave, per contract year, for an emergency illness in the employees immediate family. Immediate family includes spouse, children or any permanent member of the employee's immediate household.
10. City Administrator will be granted up to four (4) days funeral leave, with the approval of the Mayor, to arrange and attend the funeral of the employee's spouse, children or stepchildren, children's spouse, parents or stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the

- immediate household. Any such leave shall be for scheduled workdays for the City Administrator only, which fall within the period commencing with the death and extending through the day of the funeral. The above leave with pay is intended to cover travel but in special cases involving travel in excess of 200 miles, one-way, the Mayor agrees to grant additional leave, i.e. vacation or personal days, without pay; not to exceed two (2) days.
11. City Administrator may accumulate one personal day for not utilizing any sick leave between the months of January thru June and July thru December. This will allow for a maximum of two (2) additional personal days to be earned each calendar year. These personal days will be cumulative.
  12. Business Expenses: City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, one local civic club membership.
  13. Wellness Center membership: The City will provide the administrator with a family membership to the wellness center
  14. Automobile Expenses: The City Administrator will have a City vehicle available for use while on City business.
  15. The City Administrator will receive a stipend of \$45.00 per month for the purpose of using his personal cell phone for City business. The City Administrator must make his personal cell phone number available for business use during business and non-business hours. Should the city provide a phone, the stipend will end.
  16. Dues, Subscriptions, and Continuing Education. The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Iowa City/County Association (IaCMA), Iowa League of Cities and Iowa Municipal Management Institute (IMMI).
  17. The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member upon written approval of Mayor pursuant to the City of Oelwein personnel policy manual. The City Administrator shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA annual conference, IaCMA Conferences, and Iowa League of Cities events.
  18. Tuition Reimbursement: Employee shall be reimbursed for college level or professional certification coursework, up to \$3,000 per year, on courses related to municipal finance and management, or administration and government accounting, business administration and/or general coursework needed to advance into those courses. Courses are subject to prior approval by Mayor. If the Employee leaves employment, within 12 months of completion of the coursework, the Employee shall reimburse the Employer for the amount that the Employer had previously reimbursed the Employee.
  19. The City shall pay for all associated fees for the International City/County Management Association Voluntary Credentialing Program. This program will ensure that the City

- Administrator is continuing their education and staying affluent on public administration practices.
20. The City shall supply \$25.00 monthly to provide for the City Administrator to create an Administrator library. The City Administrator shall buy one book per month based on leadership, management, or public administration.
  21. Moving and Relocation Expenses: The City shall advance \$3,000 for moving expenses to relocate City Administrator.
    - a. Should the City Administrator leave his employment voluntarily within the first three years, the relocation expenses shall be repaid to the City per the following schedule:
      - Within the first year: 100%
      - Within the second year: 66%
      - Third year: 33%
  22. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
  23. Indemnification: In addition to that which is required under state and local law, the City shall defend, save harmless and indemnify the City Administrator against any tort, other than any intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Administrator. The City may compromise and settle any such claims or suit and pay the amount of any settlement or judgment thereon.
    - a. Attorney Fees: In the event that any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
  24. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
  25. General Conditions of Employment: In addition to the benefits cited herein, the City shall provide the City Administrator with and all benefits that apply to any other non union employees pursuant to the City of Oelwein personnel policy manual.
  26. Binding Effect: This agreement shall be binding of the City and the City Administrator and the successor's assigns, and heirs of each respectively.

This agreement is now being executed by the parties as of the date stated at the beginning of this agreement.

Name	Signature	Date
Brett DeVore, Mayor		
Dylan Muflinger, City Administrator		
Barb Rigdon, City Clerk Treasurer		



**Oelwein Public Library**  
Volume 14  
Issue 6  
June 2023

**Contact Us:**

201 East Charles  
Oelwein, IA 50650

319-283-1515

oelwein@oelwein.lib.ia.us  
www.oelwein.lib.ia.us



**Library Hours:**

**Monday-Tuesday:**  
9:00 am-8:00 pm

**Wednesday-Thursday:**  
9:00 am-7:00 pm

**Friday:**  
9:00 am-5:30 pm

**Saturday:**  
9:00 am-3:00 pm



# The Library Noise

Find  
Your  
Voice Item iv.

## June Calendar

6/5-6/16 7th Annual Art Show <a href="#">details on back</a>	6/22 SRP Smash Journals	4:00	
6/5 SRP Upcycle CD Art	2:00	6/22 SRP Author Maggie Rivers	6:00
6/7 Fontana Animal Program	9:00	6/26 Book Talk	10:00
6/7 SRP Rick Eugene Magic Show	10:00	<i>Book Talk's June theme is "First Book in a series"</i>	
6/7 SRP Journaling Workshop	6:00	6/29 SRP Foam Cannon Finale Party	6:00
6/8 SRP Read with Law Enforcement	4:00		
6/12 OWLS	10:00		
6/12 Friends Meeting	1:30		
6/15 SRP Dr. Bechtel's Animal Program	2:30		
6/19 SRP Family Sing Along	6:00		
6/20 Library Board Meeting	5:30		

Get signed up today for the Summer Reading Program!



**Journaling Workshop "Finding Your Voice"**  
Wednesday, June 7th at 6:00-7:30 p.m.

Award winning author Betty Brandt Passick, will teach a FREE journaling workshop. Attendees will be provided with a journal, and taught how to journal through writing, drawing, photos and mapping. **Reg. deadline for this program is June 3rd.** Passick is the author of a series of historical crime novels, including *Gangster in Our Midst* and *Black Back of Dr. Wiltse: Murder on the Prairie*. Both novels received Notable Indie book awards, and are loosely based on her Iowa hometown, Fairbank. Sponsored by the Friends of the Oelwein Library.



**Meet Author Maggie Rivers**  
Thursday, June 22nd at 6:00 p.m.

Come spend some time with "That Crazy Author Maggie Rivers!" Hear how she began writing, how she got published, and how you can, too! Learn the writer's "secret" to getting your book published. She will share her vast writing know-how with you, and you get all your writing and publishing questions answered, too! Maggie also writes as one of "The Stiletto Girls." A group of three ladies who write the Stiletto Anthologies together. She has taught writing classes through the Des Moines Public School System's Community Education and the Iowa Prison System (a position secured for her by ex-Governor Robert Ray).



To request an accommodation call 319-283-1515 or email oelwein@oelwein.lib.ia.us

**Did You Know?**

You can find FREE live online classes for seniors on SeniorPlanet.org. This website is sponsored by AARP. If you are a senior aged 60 and older, these live online classes are designed just for you! Learn about Finance, Wellness, Fitness, Computers and Technology, and so much more. You'll learn so much, and also find a real community of fellow life-long learners. Click this link <https://seniorplanet.org/classes> to get started. If you need help joining these classes call the free Senior Planet Hotline at 888-713-3495.

**Donor's Corner**

The following people made donations in memory of loved ones during the month of May:

- In memory of **Seth Garceau**  
Jens & Joanne Nielsen
- In memory of **Carol Piper**  
MacDowell Club



For more information on how you can create this lasting tribute to someone you have lost or would like to honor, please contact Deann Fox at 283-1515.

# KID ZONE

June 2023



## Pages & Play Club

Join Miss Katie every Wednesday at 10:00 a.m.



6/7 SRP Magic Show  
6/14 Animals Say  
6/21 Let's Color  
6/28 Use Your Words

## Theme Thursdays

4:00 p.m.

Hey Kids, join us each Thursday for an afterschool program. These programs are part of the Summer Reading Program.

6/1 Tiny Art  
6/8 Read with Local Law Enforcement  
6/15 Dr. Bechtel Animal Program  
6/22 Smash Journals  
6/29 Foam Cannon

## OPL's 7th Annual Art Show June 5th-16th

All Art Show entries must be delivered to the Oelwein Public Library at 201 E. Charles St. in Oelwein, Iowa.

Participants may bring in their artwork during library business hours May 30th – June 1st. **All entries must be in by 12:00 p.m. on June 1st.** Judging will take place **Friday, June 9th.** Winners will receive ribbons. Voting for the PEOPLE'S CHOICE AWARD will be **June 5th – June 9th.** The public is allowed one vote for their favorite artwork. Stop in the library for full Art Show rules and registration information or print from our website at [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us).



## Creature Feature in the Library

The library will be hosting a different live animal each month during the summer from Buchanan County Conservation. Naturalist, Michael Maas, will provide a monthly program about the animal that will be here.

### Program Dates:

June 7th  
July 5th  
August 2nd

All programs are at 9:00 a.m.



## New Books on the Shelf

Item iv.

- ◆ **Fiction**— The Way of the Bear by Anne Hillerman, Liar! By [Item iv.], The Irish House by Ann O'Loughlin, Identity by Nora Roberts, Killing Moon by Jo Nesbo, The Ferryman by Justin Cronin
- ◆ **Non Fiction**— Honey, Baby, Mine by Laura Dern, The Book of Charlie by David Von Drehle, Tell Me Everything by Minka Kelly
- ◆ **Young Adult**— This is the Way the World Ends by Jen Wilde, Star Splitter by Matthew J. Kirby
- ◆ **DVD**— Yellowstone Season 5 Part 1, Moving On, Knock At The Cabin, Ant-Man and the Wasp: Quantumania
- ◆ **Ladybug**— How to Spot a Dinosaur by Suzy Senior, Fantastic Fiona by Richard Cowdrey, Dolly Parton's Billy the Kid Makes it Big by Dolly Parton,
- ◆ **New J**— The Thunder Egg by Maddy Mara, The Frozen Sea by Maddy Mara, The Sun and the Star by Rick Riordan, The Golden Frog Games by Claribel A. Ortega

## It's Summer Reading Program Time!

"Find Your Voice" June 1-30, 2023



- ◆ We have lots of fun things planned! Registration begins May 30th. Earn a ticket for the prize drawing when you register and for each program you attend. Turn in your reading log each week for another ticket and a weekly prize coupon from local businesses, such as, Casey's, Dairy Queen, McDonald's, and Subway. Earn multiple tickets for each entry to the Art Show. Play the "Who Said That?" game and the Scratch Art Postcard for more chances for tickets. **All prize tickets must be in by June 28th. You must be present at the Finale to win.**
- ◆ **Events Scheduled:**

- ◆ **Monday, June 5th at 2:00 p.m.** CD Wall or Garden Art
- ◆ **Wednesday, June 7th at 10:00 a.m.** Rick Eugene Magic Show
- ◆ **Wednesday, June 7th at 6:00 p.m.** Journaling Workshop with Betty Brandt Passick. Requires registration by June 3rd. Sponsored by Friends of the Library
- ◆ **Thursday, June 8th at 4:00 p.m.** Read with Local Law Enforcement
- ◆ **Thursday, June 15th at 2:00 p.m.** Dr. Michael Bechtel's Animal Program Sponsored by Enrich Iowa
- ◆ **Monday, June 19th at 6:00 p.m.** Family Sing Along
- ◆ **Thursday, June 22nd at 4:00 p.m.** Smash Journals
- ◆ **Thursday, June 22nd at 6:00 p.m.** Author Maggie Rivers
- ◆ **Thursday, June 29th at 6:00 p.m.** Finale Party! Prizes, Treats, & Fun! Sponsored by Enrich Iowa. **Must be present to win.**



Stop in the library or visit our website at [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us)





## City of Oelwein, IA

### CLIENT LIAISON:

Jim Holz, AICP  
Phone: 563.584.2884  
Cell: 563.590.6351  
jholz@msa-ps.com

### DATE:

June 5, 2023



## COMPREHENSIVE PLAN – PROJECT #R08884006

The Oelwein Comprehensive Plan Steering Committee met on April 4<sup>th</sup> to review land use preferences and discuss priorities for the downtown plan. MSA is in the process of developing a draft comprehensive plan and accompanying strategic plan which will be reviewed at a combined meeting with the steering committee and City Council on July 10<sup>th</sup>. Following review, a draft plan open house will be hosted for community members to provide feedback prior to final plan edits. Community feedback tools will remain open to the public on the project website until the draft plan is released. Feel free to share the link below to encourage additional responses.

<https://storymaps.arcgis.com/stories/ac751ae7ac124474a10dd437f93045c6>

## FLOOD MITIGATION SCOPING – PROJECT #08884010

MSA has reviewed the modeling provided by Atkins, the original flood modeling effort for Oelwein. Several different existing conditions models have been published and MSA has requested additional documentation from the Iowa DNR, the Iowa Flood Center and the Army Corps of Engineers, to ensure that the modeling used within the current analysis incorporates all of the best available data. MSA met with staff from the Iowa Department of Homeland Security on 6/7/23 to review preferred methodologies for estimating flood loss values when evaluating mitigation alternatives for riverine flooding. They provided a tool that matches FEMA methodology for calculating flood losses but allows for more easy data manipulation when considering a wide variety of improvements. Next steps are to finalize the existing conditions model, determine the existing flood loss value for buildings affected by the floodplain, and review proposed improvements in detail with the City prior to formally modeling any potential mitigation alternatives.