



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MAY 24, 2021 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER (VIA ZOOM)
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

<https://us02web.zoom.us/j/84092715903>

Meeting ID: 840 9271 5903

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 840 9271 5903

Passcode 7219436

If you wish to address the City Council, please use the “raise your hand” feature or comment indicating such. Once the Mayor has opened the issue for public comment, you will be called on and your microphone will be turned on. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.

1.0) ROLL CALL

2.0) PLEDGE OF ALLEGIANCE

3.0) APPROVAL OF AGENDA

4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

4.1) May 10, 2021 – Regular City Council Meeting

5.0) PUBLIC HEARINGS:

5.1) PUBLIC HEARING ON THE PROPOSED SALE OF REAL PROPERTY LOCATED
AT 100 E 1ST STREET IN ANAMOSA, IA TO KJORE PARTNERS

A) MAYOR OPENS PUBLIC HEARING

B) PROCEEDINGS

C) MOTION TO CLOSE PUBLIC HEARING

5.2) **RESOLUTION** APPROVING THE SALE AND CONVEYANCE OF 100 E 1ST
STREET TO KJORE PARTNERS. **ROLL VOTE.**

6.0) PROCLAMATIONS: NONE

7.0) OLD BUSINESS:

7.1) **MONTHLY** ENGINEERING REPORT FROM HR GREEN WITH SRF FUNDING
UPDATE

7.2) **MONTHLY** ENGINEERING REPORT FROM SNYDER AND ASSOCIATES

7.3) **RESOLUTION** AMENDING THE CITY OF ANAMOSA’S PERSONNEL POLICIES.
ROLL VOTE.

7.4) **RESOLUTION** AMENDING DOWNTOWN TASK FORCE. **ROLL VOTE.**

8.0) NEW BUSINESS

- 8.1) **REQUEST** FOR CLOSURE OF THE CITY PARKING LOT WEST OF WAPSI THERAPY FOR THE PLACEMENT OF THE “GOD BLESS AMERICA” STATUE ON JUNE 9-10, 2021.
- 8.2) **DISCUSSION** AND POSSIBLE ACTION ON REQUEST BY ROGER AND ROXANNE DUNYON AND TO PURCHASE SECTION OF ALLEY ADJACENT TO 1000 EAST SECOND STREET.
- 8.3) **DISCUSSION** AND POSSIBLE ACTION ON REQUEST BY RICK KETELSON TO PURCHASE SECTION OF ALLEY ADJACENT TO 303 S DUBUQUE STREET.
- 8.4) **RESOLUTION** HIRING WASTEWATER OPERATOR TRAINEE. **ROLL VOTE.**
- 8.5) **REVIEW** AND APPROVAL OF JOB DESCRIPTION AND PAY RANGE FOR DEPUTY TREASURER/CENTRAL FILING CLERK
- 8.6) **REVIEW** AND APPROVAL LIQUOR LICENSE RENEWAL FOR HOT SHOTS BAR AND GRILL
- 8.7) **REVIEW** AND APPROVAL OF CURRENT BILLS

9.0) CITY ADMINISTRATOR’S REPORT:

10.0) MAYOR AND COUNCIL REPORTS:

- 10.1) MAYOR’S REPORT
- 10.2) COUNCIL REPORTS

11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

12.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS

May 10, 2021

The City Council of the City of Anamosa met in Regular Session May 10, 2021 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: John Machart, Rich Crump, Jeff Stout, Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Administrator/Clerk; Rebecca Vernon, Library Director and Jeremiah Hoyt, Police Chief. Due to the restrictions on public gatherings, the public utilized Zoom to participate in the meeting from their homes. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting.

Motion by Crump, second by Zumbach to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Stout to approve the minutes of the April 26, 2021 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

The Mayor opened the public hearing on the proposed Budget Amendment for Fiscal Year 2021 at 6:03pm. The Mayor asked if any comments had been received by the City Clerk and no verbal or written comments were received prior to the meeting. The Mayor asked if any member of the public or City Council had any comments and none were given. With there being no further comment, Crump made a motion, second by Zumbach to close the public hearing. Ayes: all. Nays: none. Motion carried. Hearing closed at 6:04pm

Motion by Crump, second by Smith to approve Resolution 2021-22 adopting the proposed Budget Amendment for Fiscal Year 2021. Roll vote. Ayes: Capron, Stout, Crump, Smith, Machart, and Zumbach. Nays: none. Motion carried.

The Mayor opened the public hearing on the proposed plans, specs, and cost estimate for the Fire Station Addition Project at 6:05pm. The Mayor asked if any comments had been received by the City Clerk and no verbal or written comments were received prior to the meeting. The Mayor asked if any member of the public or City Council had any comments and none were given. With there being no further comment, Crump made a motion, second by Zumbach to close the public hearing. Ayes: all. Nays: none. Motion carried. Hearing closed at 6:06 pm.

Motion by Stout, second by Crump to approve Resolution 2021-23 accepting the plans and specifications, accepting bid and awarding contract to Boomerang Corp. for the Fire Station Addition Project. Roll vote. Ayes: Crump, Smith, Capron, Stout, Zumbach, and Machart. Nays: none. Motion carried.

The RAGBRAI Committee representative Betty Wiemer gave an update to Council. Updates will be given on the first meeting of the month.

Motion by Smith, second by Crump to grant the parklet requests for Tyler and Downing, Grounds and Goodies, and Tuckers Tavern for the 2021 summer season. The parklets will be removed temporarily on July 28-30, 2021. Ayes: all. Nays: none. Motion carried.

Steve Agnitsch, Wastewater Superintendent introduced himself to the City Council.

Motion by Crump, second by Zumbach to discontinue the City's flood insurance. Jackie Schreier of Schreier Weers Insurance gave information on the current flood insurance coverage, risks and savings. She also stated that the City was able to save \$22,336 in premium with some small adjustments to the current property and auto policies. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve Resolution 2021-24 authorizing the signing of a purchase agreement for the proposed purchase of real estate from St. Patrick's Catholic Church. Roll vote. Ayes: Crump, Capron, Smith, Stout, Zumbach, and Machart. Nays: none. Motion carried.

Motion by Crump, second by Machart to approve the 5-year agreement for maintenance and repair of primary roads in municipalities between the City of Anamosa and the Iowa Department of Transportation. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Crump to approve the alley closure request from United Methodist Church and UCC churches for July 29-30, 2021 for a food tent for RAGBRAI. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve Resolution 2021-25 setting a public hearing date of May 24, 2021 at 6:00pm at the Anamosa Library and Learning Center and via Zoom on the proposed sale and conveyance of 100 E 1st Street, Anamosa, IA to Kjore Partners. Roll Vote. Ayes: Zumbach, Stout, Smith, Machart, Capron, and Crump. Nays: none. Motion carried.

Motion by Smith, second by Stout to approve Resolution 2021-26 Hiring and setting salaries for seasonal part time employees for the Park and Rec Department for the 2021 summer season. Roll vote. Ayes: Capron, Stout, Crump, Smith, Machart, and Zumbach. Nays: none. Motion carried.

Motion by Crump, second by Machart to approve the Liquor License Renewal for Casey's Store #2690. Ayes: all. Nays: none. Motion carried.

Motion by Zumbach, second by Crump to approve the April 2021 Treasurer's Report. Ayes: all. Nays: none. Motion carried.

Motion by Smith, to approve the current bills, second by Stout. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reminded that Friday is day of caring and we will be planting the flowers downtown. This is of course weather permitting. Insurance repairs

continue but have had some material delays. Downtown construction has started and things are progressing.

Mayor and Council Reports: The Mayor stated that the God Bless America Statue will be here on June 9th. JCED will be presenting the Daycare Study on May 11th and 18th. Jones County Young Professionals will have community career tours in May. Machart reported that he attended Emergency Management and 911 meetings. They currently have a lot of PPE available.

There were no Public comments for items not on the agenda.

Motion by Machart, second by Crump to adjourn. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 6:41 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSAL OF THE CITY
COUNCIL TO SELL REAL PROPERTY
LOCATED AT 100 E 1ST STREET, ANAMOSA, IA, ALSO
IDENTIFIED AS AUDITOR'S PARCEL NO. 0902355014**

The Anamosa City Council will hold a public hearing on the 24th day of May, 2021 at 6 o' clock P. M. at the Anamosa Library and Learning Center located at 600 E 1st Street, Anamosa, IA on the proposal to sell real property located at 100 E 1st Street, also identified as Auditor's Parcel No. 0902355014, in the City of Anamosa, Iowa to Kjore Partners for the sum of \$1.00 and an agreement to repair and restore the building and return to commercial use by 2024.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

Zoom Meeting Link

<https://us02web.zoom.us/j/84092715903>

Meeting ID: 840 9271 5903

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 840 9271 5903

Passcode 7219436

In addition to electronic access, written comments may be filed or made prior to the meeting with the City Clerk and will be recorded in the minutes.

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.

Beth Brincks, City Clerk



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this ____ day of ____, 2021 by and between Kjore Partners, LLC ("Landlord"), whose address, for the purpose of this lease, is 23035 Fish House Rd., Anamosa, Iowa 52205 and the City of Anamosa, Iowa ("Tenant"), whose address for the purpose of this lease is 107 South Ford Street, Anamosa, IA 52205.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jones County, Iowa:

Premises: The "Old Library" / "Police Station" property located at 100 E. 1st Street, Anamosa, IA 52205, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, legally described as follows:

Booths S.D. S 17' Lot 21 & Lot 22
(Do not use for Transfer Document Purposes.)

Term: The term shall commence upon the execution hereof and shall continue through _____, a period of one year.

- 2. RENT.** Tenant agrees to pay Landlord as rent \$1.00 per month, in advance commencing on the first day of the lease agreement and on or before the first day of each month thereafter. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.
- 3. POSSESSION.** Tenant is currently in possession of the property as "Owner" and shall be entitled to continued possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.
- 4. USE.** Tenant shall use the premises for purposes of the City of Anamosa Police Department
- 5. CARE AND MAINTENANCE.**
 - A.** Tenant takes the premises as is, except as herein provided.
 - B.** Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Tenant agrees to remove all snow and ice and other obstructions from the sidewalk and driveway approach(es) abutting Tenant's property covered by this lease agreement. Tenant shall also mow and otherwise maintain all green space located within the easement area in a manner that is consistent with the City Code.

- 6. UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. *(Landlord will be using utilities at the property during property renovations but shall not be liable to tenant for said utility use.)*
- 7. SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute an annual extension of this lease.
- 8. ASSIGNMENT AND SUBLETTING.** No assignment or subletting shall be permitted.
- 9. INSURANCE.**
- A. PROPERTY INSURANCE.** The Parties agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (a/k/a all risks coverage). To the extent permitted by the policies the Parties waive all rights of recovery against each other.
- B. LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the minimum amounts of \$500,000 per occurrence and \$1,000,000 annual aggregate. Landlord shall be named as an additional insured.
- 10. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured, and subrogation is waived under the owner's policy.
- 11. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 12. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within 20 days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 13. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

16. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

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

18. ADDITIONAL PROVISIONS.

- a. The Anamosa Police Department will continue to operate out of this facility for a period of one year from the commencement of the lease agreement consistent with their current practices and use thereof.
- b. The Owner will be permitted to begin property renovations, including both the interior and exterior of the building, throughout the term of this lease subject to the following:
 - i. The Owner shall communicate and discuss all repairs, renovations, and schedules related thereto with the Police Chief prior to commencing any repairs/renovations that may interfere with the operation of the Police Department to ensure that day to day operations of the Police Department is not unduly disrupted.
 - ii. The Police Chief, and City in general, will work with the Owner to accommodate their intended repairs/renovations and schedule.
 - iii. The City will remain responsible for day-to-day care and maintenance of the facility during their tenancy.

_____, LANDLORD

_____, TENANT



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: The City of Anamosa, Iowa, Seller:

1. REAL ESTATE DESCRIPTION. The Buyer offers to buy real estate in Anamosa, Jones County, Iowa, described as follows:

The "Old Library" / "Police Station" property located at 100 E. 1st Street, Anamosa, IA 52205, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, legally described as follows:

Booths S.D. S 17' Lot 21 & Lot 22

(Do not use for Transfer Document Purposes.)

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; provided Buyer, on possession, are permitted to make the following use of the Real Estate: Commercial Use.

2. PRICE. The purchase price shall be \$1.00, payable at Jones County, Iowa, as follows:

\$1.00 to be paid at Real Estate Closing

3. REAL ESTATE TAXES. Seller shall pay All Taxes accruing through date of Real Estate Closing and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.
4. SPECIAL ASSESSMENTS.
 - A. Seller shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
 - B. All other special assessments shall be paid by Buyer.
5. RISK OF LOSS AND INSURANCE. All risk of loss shall remain with Seller until possession of the Real Estate shall be delivered to Buyer.
6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyer.
7. POSSESSION. If Buyer timely perform all obligations, possession of the Real Estate shall be delivered to Buyer on _____, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)
- A. _____
 - B. _____
 - C. _____
 - D. _____
9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
10. **ABSTRACT AND TITLE.** Seller, at its expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.
11. **DEED.** Upon payment of the purchase price, SELLER shall convey the Property to BUYER by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **REMEDIES OF THE PARTIES**
- A. If Buyer fail to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
 - B. If Seller fail to timely perform this contract, Buyer have the right to have all payments made returned to them.
 - C. Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
14. **STATEMENT AS TO LIENS.** If Buyer intend to assume or take subject to a lien on the Real Estate, Seller shall furnish Buyer with a written statement from the holder of such lien, showing the correct balance due.

15. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.
16. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.
17. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
18. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
19. **CERTIFICATION.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
20. **TIME FOR ACCEPTANCE.** If this offer is not accepted by Seller on or before _____ it shall become void, and all payments shall be repaid to the Buyer.
21. **SEWAGE DISPOSAL SYSTEM.**
The Property is served by a public sewage disposal system.
22. **OTHER PROVISIONS.**
- a. Buyer agrees to perform the following improvements to the property being purchased herein:
 - i. Replacement and/or repair of Terra Cotta Tile Roof.
 - ii. Replacement and/or repair of all gutters and downspouts with historically correct materials. (Tin or Copper)
 - iii. Replacement of all windows with energy efficient windows that present a historically accurate aesthetic.
 - iv. Restoration of the front entrance to be reflective of the historical vestibule and door aesthetics.
 - v. Restoration of the limestone exterior.
 - b. All of the above steps/repairs as noted in 22(a) will be completed by no later than 12/31/2024.

This offer is made to the City of Anamosa by Kjore Partners, LLC on this ____ day of _____, 2021 and the City has until _____ and _____, ____m. to accept.

Kjore Partners, LLC

By: _____

This offer is hereby accepted by the City of Anamosa, Iowa by authority of the City Council per Resolution _____ approved by the City Council on the ____ day of _____, 2021 and signed by the Mayor on _____.

Mayor Rod Smith

Attest:

City Clerk, Beth Brincks

RESOLUTION NO. 2021-

**RESOLUTION APPROVING SALE AND CONVEYANCE OF 100 E 1ST STREET,
ANAMOSA, IA, ALSO IDENTIFIED AS AUDITOR'S
PARCEL NO. 0902355014**

WHEREAS this Council previously proposed to sell and convey the following real estate to Kjore Partners property located at 100 E. 1st Street, Anamosa in Jones County, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, legally described as follows: **Booths S.D. S 17' Lot 21 & Lot 22**

WHEREAS this Council is of the opinion it would be in the City's best interests to sell and convey the real property located at 100 E 1st Street, Anamosa. IA in Jones County to Kjore Partners for \$1.00;

WHEREAS the matter came on for public hearing this date as previously scheduled; and,

WHEREAS advance notice of the public hearing held this date was published as required by law; and,

WHEREAS no objections were voiced at the public hearing held this date to the proposal;

BE IT RESOLVED, THEREFORE, that the Mayor and City Administrator are authorized to negotiate with Kjore Partners the lease and purchase agreements and return them for final approval to Council.

Councilmember _____ introduced the foregoing **Resolution No. 2021-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED, ADOPTED AND APPROVED THIS 24th day of May, 2021.

ROD SMITH, MAYOR

ATTEST:

BETH BRINCKS, CITY CLERK



To: Beth Brincks, City of Anamosa
From: HR Green
Subject: Anamosa Project Status
Date: May 10, 2021

1. Sycamore Street Rehabilitation

- 60% Site visit completed and aggregated base condition Plans reviewed with Beth April 28, 2021.
- Submitted retaining wall easement to City on May 10, 2021.
- Moving forward with 90% plans with a targeted late Fall 2021 or Spring 2022 letting to take advantage of better bidding climate.

Action Items: HR Green to continue working on design and quantities. City to discuss easement with property owner.

2. Scott & Main Intersection Improvements

- Field Review with City Staff completed.
- Concept & Opinion of Preliminary Construction Cost (OPCC) developed and shared with Shane.

Action Items: City to review and comment on concept and OPCC.

3. 5-Way Intersection TEAP Study

- data from various sources.
- Draft Letter of Request to DOT developed, awaiting review from senior traffic engineering staff.

Action Items: HR Green develop draft letter of request and share with City to review. City will review then send to Iowa DOT for consideration. Funding will likely be released early July.

4. Jordan Well No. 6

- Submitted 90% drawings and specifications, met with City staff to review documents.
- Iowa DNR completed the well site approval visit.

Action Items: City to investigate piping configuration at the WTP for well transmission line connection. HR Green finalizing design plans and specs for Iowa DNR permitting and bidding.

5. City GIS

- Data Collection on City Hydrants - Complete
- New Subdivision by Chamber Dr Data Collection.
 - Need to Inspect and update information on Stormwater Assets and Sanitary Manholes.
 - Water has been completed.
- Annual GIS Services Work Order coming due in May.
 - Provided Robert with GPS Equipment Quotes if City decides to purchase own equipment.
 - Cemetery Project (Mapping of all Headstones in the Riverside Cemetery).
 - Slated to start initial data collection week of May 10th.

Action Items: HR Green to continue working on final design drawings and specifications. Nothing outstanding from the City on GIS at this time.



May 21, 2021

City of Anamosa
107 S Ford St
Anamosa, IA 52205

RE: State Revolving Fund (SRF) Update
SRF #FS-53-21-DWSRF-019
Jones County
Section 02, Township 84 N, Range 04 W

Honorable Mayor and Council:

I have written this letter to clarify your current position in our State Revolving Fund (SRF) process and to outline the next steps your City will have to take to get an SRF loan. Please note that a paper copy of this letter will not be sent.

- ***Environmental Review***

We issued a Finding of No Significant Impact (FNSI) for your Jordan Well and Raw Water Main Project on April 20, 2021. Thirty days have passed, and we have not received any comment from the public. Therefore, the environmental review is done.

- ***Construction Permit***

The Department must issue a construction permit before any construction takes place. For an update on your construction permit, please contact your DNR Project Manager, Mr. Gabe Lee, at (515) 725-2990 or email Gabe.Lee@dnr.iowa.gov.

- ***SRF Front-end Documents***

A "Use of American Iron and Steel" (AIS) requirement was added to the SRF programs in January 2014. Some projects may qualify for exemptions or waivers. Before preparing bid specifications, please coordinate with your DNR Project Manager to determine your AIS status and the appropriate SRF front-end specifications to include.

- ***Loan Process***

After bids have been received and the amount of the SRF loan needed to complete the project is known, the Construction Loan application (with 5-year Pro Forma) will need to be completed and submitted to Iowa Finance Authority. The City will also need to engage their Municipal Advisor to prepare the 5-year Pro Forma and their Bond Counsel to prepare the proceedings for the actions required to enter into the SRF loan. Questions on the process can be directed to Iowa Finance Authority (Tracy Scebold; (515) 452-0466; Tracy.Scebold@IowaFinance.com or Tony Toigo; (515) 452-0469; Tony.Toigo@IowaFinance.com).

Note: If any changes are made to the project scope and/or location, please let us know as soon as possible so a determination can be made if additional documentation and/or review is necessary for SRF eligibility.

I hope this helps you to know what your next steps should be. If you have any questions, please call me by phone at (515) 725-8340 or email me at karrie.darnell@dnr.iowa.gov .

Sincerely,

Karrie Darnell
Environmental Specialist
502 E. 9th Street
Des Moines, IA 50319-0034

CC (by email): Josh Scanlon, HR Green

Memorandum

To: City of Anamosa

Date: May 24, 2021

From: Snyder & Associates

RE: Engineers Report

CITY PROJECTS

WWTP Flow Equalization Basin

We received additional information from ITC regarding the easements that will remain in place. This easement includes leaving an easement for a guy wire that cuts across the current yard waste dump site. We have had a meeting with the City Attorney, John Fey, to discuss the easements and potential basin location. He has requested information from us regarding the size of the basin and a potential site layout.

We continue to encourage the City to work with ECICOG to apply for potential CDBG funding for this project, if appropriate.

2nd Street Lift Station – Phase 2

A project initiation meeting was had with the DNR on April 30 to review the project. Plans and specifications have been provided to the City for their review and consideration. Once the City is ok with them we can submit them to the DNR for their review and comment.

Old Dubuque Road Extension and Roundabout

Please see attached memo.

Project Status Summary

To: Anamosa City Council and Staff

Date: 05/20/2021

From: Tim Wallace

RE: OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

Project Administration

Following the January 25, 2021 City Council Meeting, we are continuing to work through the design of Phase 1 of the project per council instruction. Phase 1 includes the extension of Old Dubuque Rd north to the existing Parham Dr, construction of the single-lane roundabout at the intersection of Old Dubuque Rd and the future east-west roadway, and earthwork relating to the west side of the future bridge.

The design team is continuing to work towards a Preliminary Plan submittal of Phase 1 to the City and the DOT on June 15, 2021. With the project having DOT funding involved (STBG-SWAP funds) and the construction of a roundabout, the DOT requests a Preliminary Plan submittal which they use to review the geometry of the roundabout by a third-party consultant. Once we receive concurrence for the roundabout design, we will work towards establishing proposed right-of-way acquisitions, temporary easements, and permanent easements. This preliminary plan submittal will also allow the City to review the project as a whole and provide any comments and/or additional direction on the project.

Structural and Roadway Design

The design team has completed another iteration of the preliminary design of the bridge overpass. The original 2-span design (abutment at both ends with a pier in the center of the median) allowed the bridge to be constructed without the realignment of southbound US 151. This bridge design utilized standard DOT beam span lengths of 156 feet and 131 feet for a total bridge length of 287 feet. Due to the length and height of the beams, however, the required "flatness" of the roadway profile caused an exorbitant amount of fill on the west side of the project.

In an effort to reduce the amount of fill material required and overall project cost, we looked at an alternative 4-span bridge design (abutment at both ends, pier in the center of the median, and two additional piers on either side of US 151). This design will require the realignment of southbound US 151 to be completed prior to or within the same project as the bridge construction due to the placement of the pier on the west side of US 151. The addition of the

two piers allowed the use of shorter, shallower beams and lowered the roadway profile to help reduce the amount of fill required. This bridge design utilized standard DOT beam span lengths of 41 feet, 92 feet, 92 feet, and 56 feet for a total bridge length of 281 feet.

The horizontal and vertical alignments have been designed for Old Dubuque Rd/Parham Dr and the future east/west roadway. Due to the existing land and design clearances of the bridge, the approach and departure grades of the roadway are higher than the preferred design standards outlined in the SUDAS Design Manual. However, they do meet the acceptable standards.

Hydraulic Design and Permitting

Snyder & Associates has completed the hydraulic analysis of the culvert crossings for the creek crossings at the west end of the project between 205th Ave and the Anamosa High School Baseball/Softball facilities. The analysis concluded that a 6ft x 6ft and an 8ft x 8ft structure are required to convey the storm water under the proposed east/west roadway.

The construction of these culverts will no longer be included in this phase of the project. It is understood that this portion of the site will be constructed at a later date.

Geotechnical Investigation

The soil borings were completed in the early part of May throughout the project site. The following tests will be completed: moisture and density determinations, Atterberg Limits, unconfined compressive strength, consolidation, and CU-triaxial tests. Once the tests are completed, a report will be prepared which will include boring locations sketch, boring logs, groundwater measurements, and recommendations in regards to earthwork, pavement, culvert, and bridge design.

Sewer and Water Preliminary Engineering Report

No work performed to date.

Right-of-Way Services

Once we get concurrence from the Iowa DOT on the roundabout design, we will work to establish acquisition limits.

Project Costs:

An update Engineer's Opinion of Probable Cost will be included with our Preliminary Plan submittal on June 15th.

Upcoming Schedule:

MILESTONE/TASK	SCHEDULE
Preliminary Plan submittal to City and Iowa DOT	June 2021
Public Information Meeting	June - July 2021
Public Hearing for Acquisitions	July 2021
Environmental Reports	July 2021
Phase 1 Check Plans (90% Complete)	August 2021
Utility Meeting	August 2021
Phase 1 Final Plans	September 2021
Acquisitions Complete	October 2021
Bid Letting	December 2021
Phase 1 Construction Complete	Spring 2023

Enclosed:

None

RESOLUTION 2021-__

RESOLUTION AMENDING THE CITY OF ANAMOSA'S PERSONNEL POLICIES

WHEREAS, the Anamosa City Council approved and adopted the City's Personnel Policy Handbook by Resolution 91-27; and

WHEREAS, the entire personnel policy handbook requires review and updates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the personnel policies attached to this resolution be adopted as the official policies for appointed officers and employees of the City.

BE IT FURTHER RESOLVED that this resolution declares null and void all previously approved personnel policies.

Councilmember _____ introduced the foregoing **Resolution No. 2021-__** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 24th day of May, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

WELCOME TO ANAMOSA!

DEAR EMPLOYEE:

WE WELCOME YOU AS AN EMPLOYEE OF THE CITY OF ANAMOSA. THERE ARE MANY THINGS ABOUT CITY GOVERNMENT AND YOUR JOB THAT ARE NEW TO YOU AND MAY BE UNCLEAR UNTIL YOU BECOME SETTLED IN YOUR NEW SURROUNDINGS. WE UNDERSTAND THIS AND WILL WORK WITH YOU TO HELP YOU RESOLVE THE QUESTIONS OR PROBLEMS YOU HAVE AS YOU LEARN YOUR JOB AND THE WAY THE CITY OPERATES.

TO HELP US TO DO THAT, PLEASE BE FAMILIAR WITH THIS HANDBOOK THAT HAS BEEN DEVELOPED FOR USE BY EMPLOYEES. WE HOPE YOU WILL FIND IT A USEFUL GUIDE, A READY REFERENCE, AND A SOURCE OF INFORMATION TO HELP YOU LEARN ABOUT THE CITY AND BENEFITS OF WORKING HERE. OF COURSE, NO HANDBOOK CAN CONTAIN EVERYTHING YOU NEED TO KNOW ABOUT YOUR JOB AND HOW THE CITY OPERATES. THIS HANDBOOK EXPLAINS SOME OF THE RULES, REGULATIONS, AND POLICIES OF THE CITY, BUT IT IS NOT YOUR ONLY SOURCE OF INFORMATION. WITH THE HELP OF YOUR SUPERVISOR, YOU NEED TO FAMILIARIZE YOURSELF WITH ALL POLICIES AND PRACTICES OF THE CITY.

AGAIN, WELCOME TO THE CITY OF ANAMOSA. WE HOPE THAT YOUR EXPERIENCE HERE WILL BE CHALLENGING, ENJOYABLE, AND REWARDING.

1) INTRODUCTION

1.01 INTRODUCTION AND AT-WILL DISCLAIMER

This is your Employee Handbook. It provides you with a brief summary of the personnel policies of the City.

DISCLAIMER

You are an “at-will” employee. You may resign your employment at any time and for any reason, and the City reserves the same right to discontinue your employment at any time and for any lawful reason or for no reason at all. Nothing in this Handbook changes the at-will nature of your employment with the City. This Employee Handbook is not intended to create any contractual rights in favor of you or the City. This Handbook is not to be construed as an employment contract or as a promise that you will be employed for any specified period of time.

At-will employees are not subject to the just cause standard for discharge. Further, the terms of this Handbook do not supersede the terms of any collective bargaining agreement negotiated with the City’s unions. When in conflict, the terms of the collective bargaining agreements will control, except to the extent this manual is determined to reflect the requirements of federal or state law which supersede the collective bargaining agreements.

This Handbook is provided for informational purposes only. The policies, procedures, benefits and plans described in the Handbook may be revised by the City at any time without prior notice. The City retains the exclusive right to change, add to, eliminate or modify any of the policies in the Handbook at any time at its discretion, with or without notice.

Any promises, representations or actions by a City official or employee which are contrary to this Handbook are not the official policy of the City and are of no force or effect. This Handbook supersedes and cancels the effect of any previous versions of this Employee Handbook as well as any prior personnel policies in conflict.

You are responsible for reading this Handbook and any documents referred to herein. Further, you are responsible for reading your email and other internal postings which you may receive from time to time concerning City policy, or changes in City policy. Each City department has been provided a copy of these policies and, in addition, may also have departmental policies. **These policies are generally applicable to all employees, but please check with your supervisor or Department Head to obtain policies specific to your department. Certain departmental procedures may take precedence over the general procedures in this Handbook.**

This document is usually in the process of being modified and updated as laws and policies change to reflect evolving circumstances. Every attempt will be made to provide timely updates to this document. If you have any questions or need clarification on any policy, please contact your supervisor.

2) ABOUT ANAMOSA

2.01 GENERAL INFORMATION

The City of Anamosa is a community of 5,533 people located in a beautiful and scenic part of east central Iowa. The City is located at the junction of U.S. Highway 151 (four - lane) and Iowa Highway 64 just 22 miles from the Cedar Rapids Metro Area. The City of Dubuque is 50 miles to the northeast. The Wapsipinicon River flows along the southwest edge of the City. Directly across the river to the South is the Wapsipinicon State Park, which offers camping, fishing, golf, and hiking.

Anamosa was named as the Pumpkin Capital of Iowa by the Iowa State Legislature in 1993 and hosts Pumpkinfest, a pumpkin festival and weigh-off, every year in October.

Grant Wood

The area's natural beauty has been immortalized by the work of one of Anamosa's favorite sons, Grant Wood, who was born on a farm just east of Anamosa on February 13, 1891. By painting simple scenes of the land and people he knew best, Wood helped create an important, all-American style of art called Regionalism. Wood's best-known work is "American Gothic" portraying a farmer holding a pitchfork with his daughter primly at his side. American Gothic is one of the few images to reach the status as a universally recognized cultural icon.

Still standing just east of Anamosa on Iowa Highway 64 is the one-room Antioch schoolhouse that Grant Wood attended between 1897 and 1901. The building was last used as a school in 1959, and the land around it is now called Grant Wood Memorial Park. The restored schoolhouse is on the National Register of Historic Places. Grant Wood died of cancer on February 12, 1942. He lies at rest in Anamosa's Riverside Cemetery, just east of a large recumbent lion that bears the Wood name.

Anamosa State Penitentiary

Anamosa is home to the Anamosa State Penitentiary, formerly known as the Iowa Men's Reformatory, a medium/maximum security prison that is the largest in Iowa, currently housing approximately 1,000 male inmates. Anamosa State Penitentiary has housed many infamous criminals including John Wayne Gacy. It was established in 1872 and constructed from locally quarried Anamosa Limestone in the style of a castle, inspiring its nickname as "The White Palace of the West". The prison grounds also house the Anamosa State Penitentiary Museum, which contains artifacts and exhibits on prison life from throughout its history.

National Motorcycle Museum

With a collection that has expanded to over 450 motorcycles, the National Motorcycle Museum in Anamosa now attracts around 20,000 visitors annually. It's open every day and features a large collection of motorcycles, bicycles, pedal cars, huge toy collection plus memorabilia, apparel, and a wonderful fine art exhibit.

2.02 HISTORY

Anamosa is a picturesque community situated in the heart of scenic Jones County, Iowa. The town of Anamosa was founded as the settlement of Buffalo Forks in 1838. Although platted as Dartmouth in 1840 by Col. Thomas Cox, it was never officially recorded. This did not prevent the name from showing up on early maps of the area. In December 1846, the defunct Dartmouth was re-platted as Lexington.

In 1842, a Native American family was passing through town and visited the Ford Inn. Their little girl, named Anamosa, endeared herself to those who met her. Following the family's departure from town, Edmund Booth suggested the town's name be changed to Anamosa instead of Lexington to avoid problems with the mail. So in 1851, the name was changed to Anamosa. In 1853, William Haddock started a newspaper, the Anamosa News and Journal.

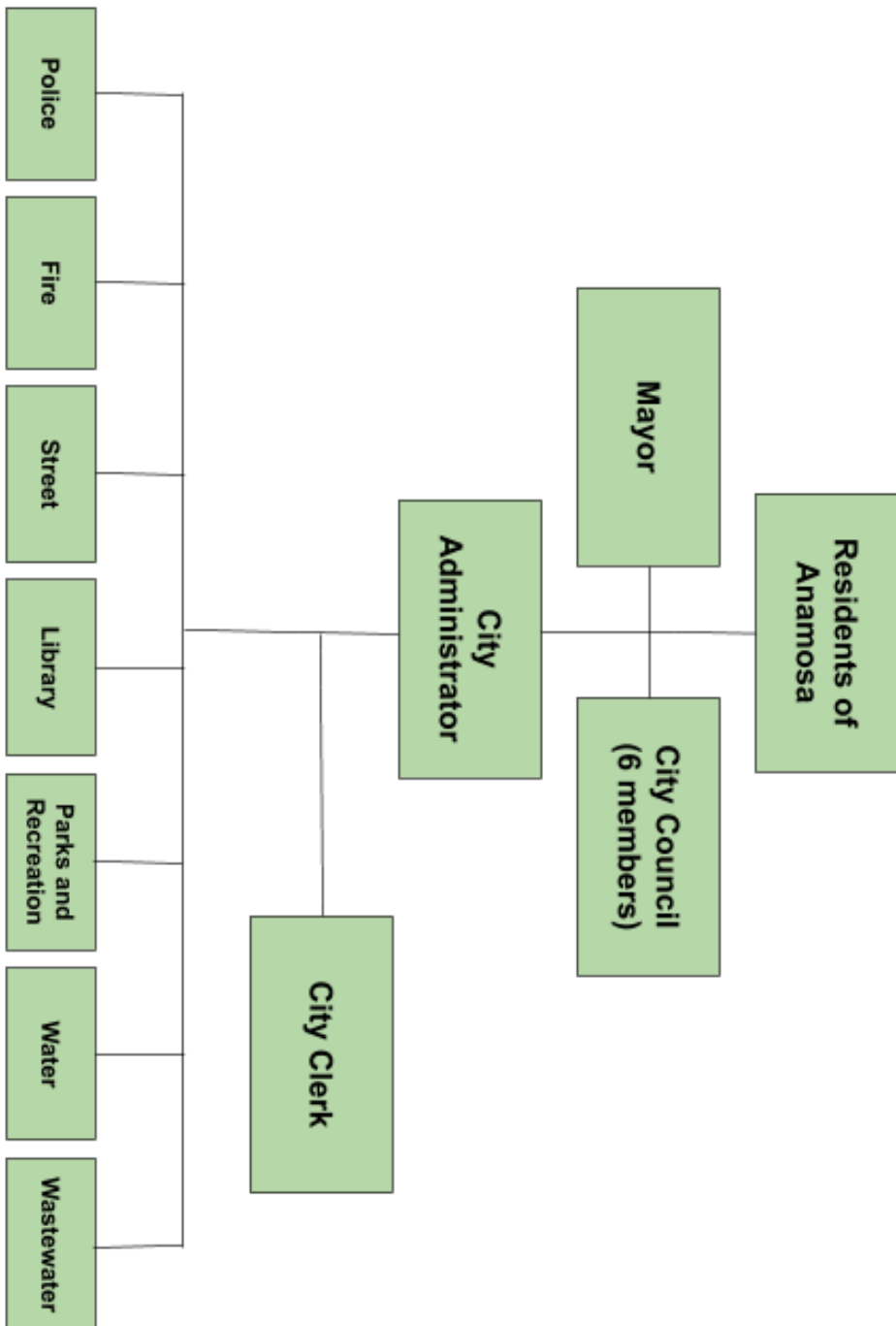
The town of Lexington (Anamosa) was selected as the county seat in the spring of 1847, after much political posturing. County business was conducted in private homes until a courthouse was constructed in 1848. It was a simple two-story frame structure, costing \$800 to complete. This building was used until 1864, when all the county records were moved uptown to a new brick building. In 1935, the county approved the construction of a real courthouse. This building was dedicated in 1938 and still serves Jones County.

The landscape surrounding Anamosa is rich with rolling green hills, farms, and scenic views along the Wapsipinicon River. The "Wapsi," as it is known to locals, flows along the south edge of Anamosa and is home to Wapsipinicon State Park, one of Iowa's oldest parks, dedicated in 1921. The river is crossed by the Hale Bridge, whose three spans were flown here by Iowa National Guard helicopters in 2005 from their original location on the Wapsipinicon 25 miles south of Anamosa, near the village of Hale.

2.03 CITY GOVERNMENT

The City of Anamosa has a mayor-council with appointed city administrator form of local government. The mayor is elected every two years and the six city council members are elected to serve four year overlapping terms. The mayor does not vote except to break ties on simple motions, and the city council appoints the city administrator. The city council meets in regular session on the 2nd and 4th Mondays of the month at 6:00 p.m. at the City Hall Office Building.

2.04 CITY OF ANAMOSA ORGANIZATIONAL CHART



2.05 ORGANIZATIONAL VALUES

City of Anamosa Organizational Values

Integrity

- You are always honest and direct
- You only say things about fellow employees that you will say to their face
- You openly and quickly admit your mistakes
- You question actions inconsistent with organizational values

Communication

- You listen to understand, not to respond
- You are concise and articulate in speech and writing
- You treat all people with respect regardless of the situation
- You remain calm in stressful situations

Judgement

- You make tough decisions wisely and without agony
- You identify root causes, and get beyond treating symptoms
- You can articulate what, why, and how you are doing something
- You make decisions based on the long term, not the short term

Devotion

- You accomplish impressive amounts of high quality work
- Coworkers can consistently rely on your performance and assistance
- You seek what is best for the City of Anamosa, not yourself or your department
- You inspire others with your commitment and drive for excellence

Innovation

- You love to learn and you learn quickly
- You are broadly knowledgeable about local government
- You offer up new and useful ideas for improvement
- You solve hard problems

3) GENERAL EMPLOYMENT

3.01 POWER OF APPOINTMENT AND REMOVAL

Except as otherwise provided by law, the City Administrator shall recommend to the City Council appointments and removals of city officers and employees, and shall also recommend to the City Council the employees powers, duties, compensation and other terms of employment.

3.02 EMPLOYEE RELATIONS

It is the responsibility of each employee to treat all co-workers fairly and respectfully. Communication is the primary path to understanding between individuals – something essential to accomplishment, progress, and personal satisfaction. Your immediate supervisor is responsible for passing along your ideas for improving the City. When you have a question, your immediate supervisor is there to try to obtain a satisfactory answer for you.

3.03 CHAIN OF COMMAND

For people to work together effectively there must be a friendly, congenial atmosphere based on mutual trust and respect. Yet, in all human relationships, there are bound to be occasional misunderstandings and disagreement. It is important that these be resolved without delay.

In most cases, this is a simple matter, handled easily by your immediate supervisor. However, he/she cannot always be expected to provide answers satisfactory to all concerned. The City of Anamosa's policy provides recourse to higher authority where that becomes necessary.

In general terms, the policy is simply an attitude of consideration for each individual's viewpoint. More specifically, it invites you to express yourself freely to your immediate supervisor about your job, or about the City's policies. If you have a problem, a misunderstanding, or a request, talk to your immediate supervisor about it. If your immediate supervisor is not able to give you a satisfactory answer, you are free to take your problem to your department head. If your department head is not able to give you a satisfactory answer, you are free to take your problem to the City Administrator. If the City Administrator is unable to give you a satisfactory answer, you are free to take your problem to the City Council while in session, which will render a final decision.

When the issue personally involves the immediate supervisor, with whom you would ordinarily discuss a problem, you may bypass that individual and proceed to the next person in authority without fear of reprisal.

3.04 EQUAL OPPORTUNITY EMPLOYMENT

The City depends on the talents of all its employees. The City's future depends on how we recognize, value and appreciate our differences. Because we appreciate the value of our differences, we dedicate ourselves to achieving a work environment that encourages and values the contributions of every employee. It shall be the policy of the City to act affirmatively and without discrimination with regard to the terms, conditions and privileges of employment in accordance with all applicable laws. Decisions regarding all employment terms, conditions and privileges, including, but not limited

to, recruitment, hiring, placement, training, promotion and layoffs, shall be made without regard to race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status, or any other characteristic protected by applicable federal, state or local law. Personnel procedures shall also be administered without regard to an individual's race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status, or any other characteristic protected by applicable federal, state or local law.

Employment decisions are based on merit and business needs, not based on status as a protected class. The City complies with laws regarding reasonable accommodations for disabled employees. The City will not discriminate against qualified employees or job applicants because of physical or mental disabilities as set forth in the Americans with Disabilities Act (ADA). Equal Employment Opportunity notices are posted. These notices summarize the rights of employees and list the names and addresses of different government organizations that may be contacted in the event a person believes he/she has been discriminated against.

Any honorably discharged veteran, as defined in the Iowa Code, shall be entitled to preference in appointment, employment and promotion over other applicants of no greater qualifications, consistent with the required definition in the Iowa Code.

Our City is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, we require all newly hired or rehired employees to complete an US Department of Homeland Security Employment Eligibility Verification Form I-9. Additionally, the City complies with federal immigration laws and cooperates with enforcement of the same, pursuant to Iowa Chapter 825, passed April 10, 2018.

3.05 HARRASMENT AND RETALIATION

Illegal harassment is defined as offensive verbal or physical conduct based on a person's race, creed, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, pregnancy, genetic information or any other characteristic protected by local, state or federal law which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. It can also include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. The conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Sexual harassment may consist of a variety of behaviors, including, but not limited to, the following examples:

1. Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions or threats;
2. Non-verbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings or gestures;
3. Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact or assault;
4. Threats or demands to submit to sexual requests in order to keep an employee's job or receive some job-related benefit.

The City will not tolerate harassment. Harassment is prohibited under local, state and federal employment laws and is also considered misconduct subject to disciplinary action, up to and including termination. Immediate action will be taken to resolve all complaints about discrimination and harassment. See Complaints, Investigations and Remedying Discrimination, Harassment or Retaliation in the Workplace section below for the complaint procedure.

Anti-Retaliation

Employees who report or file good faith claims of harassment or discrimination with the City or any local, state or federal agency, or employees who in good faith file workers' compensation claims, request Family Medical Leave Act "(FMLA)" leave or military leave, report occupational safety violations or wage violations shall not be subjected to retaliation. Witnesses, who in good faith, participate in any investigation, shall not be subjected to retaliation. Retaliation is penalizing an employee by demoting him/her, terminating the employee or changing the employee's work conditions in a material way for making a complaint in good faith or for the employee's participation in an investigation conducted by the City.

The City will not tolerate retaliation. Immediate action will be taken to resolve all complaints about retaliation.

Complaints, Investigations, and Remedying Discrimination, Harassment, or Retaliation in the Workplace

A continuous two-way flow of information between supervisors and employees is essential to the achievement of organizational goals. Whenever possible, issues should be resolved through an informal communication process between employee and supervisor. When a problem arises, it is important to communicate in an open, calm and honest manner and begin communicating when an issue first arises.

If an issue cannot be resolved through communication, employees covered by a bargaining unit agreement may utilize a formal grievance process and non-union employees may appeal a disciplinary action to the City Administrator. If the complaint involves the City Administrator, the issue should be brought to the Mayor.

In the case of sexual or other harassment, illegal discrimination, or similar concerns, the following steps should be followed by employees:

1. If comfortable doing so, employees are encouraged to express their objection to behaviors that could constitute discrimination, harassment or retaliation to the person engaged in the behavior.

2. Any employee who has a complaint of or observes conduct or overhears language that constitutes discrimination, harassment or retaliation at work, by anyone (including supervisors, Department Heads, co-workers, clients, customers, contractors, members of the general public or visitors to the workplace), should immediately bring the problem to the attention of the employee's Department Head, the Human Resources Department, the City Administrator or the City Attorney.
3. The person receiving a complaint about discrimination, harassment or retaliation shall immediately notify the City Attorney or the City Administrator, who may, as the situation requires, name an impartial investigator. Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent that is possible, but in no event shall the report be released to third parties outside of the City, unless ordered by an Arbitrator or Judge with competent jurisdiction over the matter.
4. Investigation of a complaint normally will include conferring with the parties involved and any named or apparent witnesses. Employees are required to fully cooperate with any member of management or the City Attorney who is conducting a work-related investigation. Retaliation against parties or witnesses shall not be tolerated.
5. Any employee determined, after investigation, to have discriminated against, harassed or retaliated against another employee will be subject to appropriate disciplinary procedures depending on the severity of the behavior, up to and including termination. The City will take prompt action it deems appropriate to remedy the situation and to prevent further discrimination, harassment or retaliation.
6. In the event a non-employee subjects an employee to discrimination, harassment or retaliation in the workplace, the employee's immediate supervisor, the City Attorney or the City Administrator will inform the non-employee and (if appropriate) his/her employer of the City's policy against discrimination, harassment and retaliation. The City will require the person (or, if appropriate, his/her employer) to take prompt action the City deems appropriate to remedy the situation and to prevent further discrimination, harassment or retaliation.

3.06 JOB DESCRIPTIONS

The City has prepared job descriptions which list the essential functions and other responsibilities of each permanent City position and each employee is required to review and sign his/her job description. If an employee has not reviewed and signed his/her job description, the employee should contact his/her supervisor immediately. A job description is not intended to be an exhaustive list of all duties which could possibly be assigned to a position, nor does it limit the authority of the City to request an employee perform different or additional functions. As a provider of public services, the City requires employees to be flexible enough to fill in where necessary to ensure City services are provided at the level Anamosa residents have come to expect.

While the City strives to ensure City job descriptions are regularly reviewed and revised as necessary, if an employee notices his/her job description does not accurately or adequately reflect his/her job, the employee should advise his/her supervisor so necessary revisions can be completed.

3.07 EMPLOYEE CLASSIFICATIONS

There are three classifications of employment: full-time, part-time and temporary. The type of appointment determines the benefit levels allowed for a particular job. For more information please see sections on employee benefits.

Full-time employees generally work at least 30 hours per week, whereas part-time employees work 29 hours or less per week. Temporary employees may work any number of hours, but the position will terminate on a certain date, which is communicated upon hire. An employee's supervisor will explain the work schedule required for the employee's position.

A full-time exempt employee is a salaried employee who is not covered by the overtime provisions of the Fair Labor Standards Act and is not eligible to receive overtime compensation in the form of time off (compensatory time) or cash. A full-time non-exempt employee is one who is covered by the overtime provisions of the Fair Labor Standards Act and is eligible to receive overtime compensation. Employees who are subject to being called into work when not scheduled to work are paid in accordance with the Fair Labor Standards Act, when so required.

3.08 EMPLOYEE MEDICAL EXAMINATIONS

All new employees are given a conditional offer of employment before they are appointed to full-time positions. A conditional offer of employment may, depending upon the essential functions of the job and especially the safety sensitive aspects of the job, be subject to passing a physical examination. Further, all offers are contingent upon a background investigation and drug screening. Part-time and temporary employees may or may not be subject to a physical examination, and this may depend upon several factors, including, but not limited to, the level of physical activity required, the responsibilities required and whether they are transferring into a full-time position. Please see the City's Safety Policy in Chapter 11.

3.09 CONFLICT OF INTEREST

The City of Anamosa requires all employees to comply 68B of Iowa Code and to conduct business in a manner that does not present an actual or potential conflict of interest or the appearance of impropriety.

Transactions with outside entities must be conducted within acceptable standards of operation. Business dealings with outside entities are not to result in unusual gains from those firms, the employee, or both. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to benefit the employee, the outside entity, or both. Promotional plans that could be interpreted to involve unusual or liberal incentives to potential customers in order to gain business require specific approval by the City Administrator.

An actual or potential conflict of interest occurs when an employee is in the position to influence a decision that may result in a personal gain for that employee or for a relative or friend, as a result of the City's business dealings.

No "presumption of guilt" will be made by the mere existence of a relationship with outside entities. However, if an employee has any influence over transactions involving purchases, contracts, or

leases, it is imperative that he/she immediately disclose to his/her supervisor the existence of any actual or potential conflict of interest. The City shall attempt to establish safeguards, within reason, to protect all parties.

Personal gain may result not only in cases where an employee or relative has significant ownership in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving the City of Anamosa.

3.10 PROFESSIONAL CONDUCT

All city employees shall conduct themselves, both personally and professionally, in a manner that will reflect a positive image upon themselves, their respective departments, and the City of Anamosa. Employees shall be professional to the public and to one another. They shall be attentive and respectful, and shall exercise patience and discretion, in the performance of their work.

- Employees shall obey the direction and lawful orders of their supervisors.
- Employees shall report to work on time, at the place designated by their supervisor, prepared for work in the appropriate attire, and with the necessary equipment to perform their work assignment as determined by their supervisor.
- Employees shall devote their energies to fulfilling the responsibilities of their assigned position, during their entire scheduled work time.
- Employees shall maintain regular communication with their supervisors during their workday and be available by normal communications when on-call.
- No employee under the influence of an alcoholic beverage, a non-prescription controlled substance, a prescription, or an over the counter substance which can cause drowsiness and impairs their ability to perform their job duties shall report to work, and shall notify their supervisor of their unfitness to report for work prior to their scheduled shift.

3.11 POLITICAL ACTIVITY

City employees shall not engage in the following political activities:

- Solicit any contribution or support of any type for any party or candidate while performing City duties, during work hours, while using City equipment, or while on City property.
- Use their position with the City to influence City elections in any way. No employee organizations may contribute to a candidate or party involved in a City election.
- Take part in any other political activities prohibited by Iowa Code.

These standards do not preclude City staff from seeking an elected office as allowed by Iowa Code. Employees must receive permission from the City Administrator prior to filing papers.

3.12 SECONDARY EMPLOYMENT

Employees of the City may engage in secondary employment (i.e., other jobs in addition to their full- or part-time employment with the City) so long as such secondary employment: 1) does not interfere with their employment with the City, including their availability for mandatory overtime work; 2) does not create a conflict of interest with their employment for the City; or 3) does not bring discredit upon the City.

Employees who engage in regular or routine secondary employment that require the use of a license or certification that the City has paid to have obtained or renewed must notify the City Administrator and disclose the type, nature, place and schedule of their secondary work in writing. This employment must be approved in writing and placed in the employee's personnel file. If the City employee loses or has a license or certification suspended or revoked during the course of the secondary employment, this may result in suspension or termination of their employment with the City of Anamosa as well.

3.13 ACCOMMODATING AN EMPLOYEE'S MENTAL HEALTH OR PHYSICAL DISABILITY

Any qualified employee with a physical or mental impairment (including an employee who has suffered a work-related injury) which substantially limits one or more major life activities or who has a record of a substantially limiting physical or mental impairment and who cannot perform an essential job function, is entitled to a reasonable accommodation. A reasonable accommodation is an adjustment or modification provided by the City to enable an employee to continue to perform his/her essential job functions. What constitutes a reasonable accommodation varies depending upon the needs of the employee and the essential job function at issue.

Any employee who believes he/she requires a reasonable accommodation should make his/her request to his/her Department Head or the City Administrator. Any supervisor or Department Head who believes he/she has an employee who requires a reasonable accommodation or who has an employee make a request for an accommodation should contact the City Administrator.

Employees who believe they require a reasonable accommodation need not use the words "ADA" or "reasonable accommodation" and said accommodation requests may be made verbally.

3.14 EXTRAORDINARY OCCURANCES

The City Administrator shall be informed by e-mail, text, phone call, or in person briefing of all extraordinary events that occur within or impact the City of Anamosa. Extraordinary events include but are not limited to structural fires, shootings, deadly or severe automobile crashes, and water main breaks.

4) EMPLOYEE DEVELOPMENT

4.01 EMPLOYEE ORIENTATION

The City recognizes the importance of developing successful working relationships from the first day of employment. As such, the City has designed an orientation program for new employees during which the employee will:

- be provided a copy of this Employee Handbook;
- be provided a copy of the applicable job description;
- attend initial safety training; and

- Meet with Department head or designee to receive a tour of relevant department facilities, introduced to all department co-workers, and orientation instructions relative to the department in which the employee has been assigned.

4.02 INTRODUCTORY PERIOD

All new full-time and part-time employees are subject to an introductory period of 90 days. Temporary employees are not generally subject to introductory periods. The introductory period is designed to allow the City to evaluate the employee's job performance and for both parties to evaluate the fitness of the employee for the job. The City, in its complete discretion, may extend the introductory period where the employee has demonstrated problems adjusting to the job and/or work rules. During this period, either the City or the employee may terminate the employment relationship with or without cause, and without any appeal. Full-time introductory employees will begin accruing vacation upon their start date, but will not be able to use it until 90 days after the start date. Full-time employees will be enrolled in health, vision, and dental insurances as soon as possible under the policies of the insurance provider. Any applicable collective bargaining agreement should be consulted regarding eligibility for other types of leave.

4.03 TRAINING

Training beyond that which is covered in the orientation will be determined by each department, however the City values the education and knowledge of its employees and believes that good training benefits both the employer and the employee. Therefore, the City encourages Department Heads to provide employees with training resources such as conferences, seminars, classes, books, and videos, as well as, other materials and opportunities that directly relate to their duties and responsibilities, and/or will prepare them for advancement within the organization. Employees who are interested in specific training resources that are not already being provided, should bring their request to their Department Head. No employee shall register for training without specific permission of their Department Head.

4.04 PARTIAL TUITION REIMBURSEMENT

The City recognizes the importance and benefit of formal education in the workplace and believes that the skills and knowledge it provides is beneficial to the success of the organization. The tuition reimbursement program provides partial reimbursement for the completion of college level courses that contribute towards an associate, bachelors, or masters degree program from an accredited institution and is related to their work with the City of Anamosa.

Only full-time employees who have completed their introductory period are eligible for tuition reimbursement. Additionally, employees who are interested in the tuition reimbursement program must have their courses and degree programs approved by the City Administrator prior to the start of the course to be eligible for reimbursement.

Following approval, completion of the course, and receipt of an official transcript, employees will be reimbursed for tuition costs at the following rates:

- 50% for a grade of an A- or better

- 40% for a grade of B- to B+
- 25% for a grade of C- to C+ or for courses that receive a passing grade on a pass/fail basis.
- No reimbursement for a course grade below a C-

In no case will the City reimburse the employee for books or other course supplies. Additionally, it is expected that all coursework be done on the employee's own time and not during work hours. Furthermore, the City will not reimburse more than \$500 per course or \$5,000 per employee.

While the completion of a formal degree program is expected to enhance an employee's knowledge, skill, and performance, the City does not in any way guarantee that the completion of such program will result in a promotion, different job assignment, or increase in pay.

Employees who voluntarily leave employment with the City of Anamosa after receiving tuition assistance under this policy will have the applicable amount deducted from their final paycheck, according to the following table.

Time since receiving reimbursement	Repayment Percentage
Less than 1 year	100%
Less than 2 years	75%
Less than 3 years	50%
Less than 4 years	25%

4.05 WAGES

Wages are set by Resolution annually for the Fiscal Year beginning July 1.

4.06 PROMOTIONS

The City of Anamosa considers internal candidates along with external candidates for open positions.

Employee progress toward promotions is based on job performance, management evaluation of ability to accept more responsibility and the availability of promotional openings. As each new position becomes available, the appropriate supervisor will consider those individuals within the City who may have interest in the position and have prepared and developed themselves so that they fulfill the necessary qualifications. To this end, each employee is responsible for keeping the City Administrator or his/her immediate supervisor informed of his/her career interest and pursuits in continuing education.

4.07 PERFORMANCE EVALUATIONS

The City believes that the best performance outcome is achieved by regular communication between an employee and their supervisor. Therefore, supervisors are expected to regularly provide encouragement and constructive criticism when necessary. Additionally, employees are expected to consult their supervisor when they encounter issues they cannot reasonably solve on their own.

In addition to regular communication about performance, formal evaluations will be conducted to identify and communicate the employee's strengths and weaknesses and serve as a forum for discussing other employment related issues. Supervisors are encouraged to discuss career planning and goal-setting with employees. While employee faults may be discussed, evaluations shall not be used to provide discipline. Department Heads are responsible for ensuring that all types of employee evaluations are completed in accordance with these policies. More information on the specific types of evaluations are below:

Introductory Evaluations

Introductory employees typically require more oversight and feedback from their supervisor than other employees. Therefore, supervisors should be extra diligent in instructing the new employee, explaining expectations, providing constructive criticism, encouraging them to keep improving, and recognizing them when they do things well. Additionally, a formal evaluation should be conducted every three months during the introductory period.

During the introductory period, the employment relationship may be terminated with or without cause, and without any appeal. Upon the fourth and final introductory evaluation, one of three decisions will be made:

- 1) The employee is not fit for the position and the employment relationship is terminated.
- 2) The employee has demonstrated difficulty in meeting the expectations of their position and the introductory period will be extended to allow for further instruction and evaluation.
- 3) The employee has demonstrated their ability to meet the expectations of their position and are approved to advance past the introductory stage of their employment.

In no situation should an introductory period have a total duration exceeding nine (9) months. Furthermore, if the introductory period is extended additional evaluations will be required every three months.

Evaluations for Temporary Employees

Temporary employees should be evaluated at the end of their employment period. Evaluations for temporary employees should focus primarily on their ability to accomplish their assigned tasks. A satisfactory review is required for future employment with the City.

Evaluations for Part-Time Employees

Part-time employees shall be evaluated on an annual basis. Evaluations for part time employees should focus primarily on their ability to accomplish their assigned tasks. Evaluations for part-time employees will not be used for merit-based raises.

Evaluations for Full-Time Employees

Full-time employees shall be evaluated on an annual basis. Full-time evaluations will focus on the employee's strengths and weaknesses in relation to the organizational values of the City, which can be found in Section 2.05 of these policies. Evaluations for full-time employees may be used in determining merit based raises.

5) EMPLOYEE BENEFITS

5.01 SICK LEAVE

Sick leave will be granted to full-time and part-time employees unable to render service because of sickness, disability, or medical appointments for themselves, a spouse, significant romantic other, or child, including step relationships. Up to ten (10) days of sick leave per year may be used to care for a non-ill child(ren) or elderly dependents when childcare/eldercare arrangements are unavailable. An employee shall accrue 12 hours of sick leave for each month of employment with a maximum accumulation of 1440 hours. Part-time employees will receive a prorated share of sick leave depending on the number of hours regularly worked.

In the event an employee must use sick leave, that employee must call their supervisor prior to the start of the shift and explain the reason for the absence. If an employee becomes ill during a shift and need to leave before the end of the day, they must get the approval of their supervisor before leaving work. If an employee has a scheduled medical appointment, it is best to notify the supervisor as soon as possible, but at least the day before the appointment.

Employees are expected to keep their supervisor informed of their condition and when they expect to return to work. If sick leave appears to be abused, or if sick leave is taken for more than three consecutive days, the employer may require the employee to submit conclusive proof of the necessity for absence in the form of a doctor's note, prescriptions, etc. Abuse of sick leave privileges will constitute grounds for disciplinary action up to and including termination.

The U.S Department of Health & Human Services Privacy rule does not prevent your supervisor from asking you for a doctor's note or other information about your health if your employer needs the information to administer sick leave, workers' compensation, wellness programs, or health insurance.

5.02 MATERNITY/PATERNITY LEAVE

Pregnant employees or employees married to someone pregnant may use sick leave for prenatal visits and during labor/delivery.

Full-time employees who are giving birth, are a married partner to someone giving birth, or are adopting a child, will be granted up to forty (40) hours of sick leave above that regularly accrued to be used within one month of the triggering event. Any unused time within that month will be forfeited and does not add to the sick leave bank.

Eligible full-time employees may take up to twelve (12) weeks of unpaid leave (See section 6.05 on FMLA) or use up to twelve (12) weeks of banked sick leave beyond the forty (40) hours of leave described in the preceding paragraph.

5.03 VACATION

Vacation leave is provided to full-time employees for the purpose of rest, relaxation, and a break from daily routine. All requests for vacation time must be in writing and approved in advance by the

employee's department head or designated supervisor, who shall turn the request form into the Deputy City Clerk for payroll processing.

For leave durations of three (3) consecutive days/shifts or less, an employee must submit their written request for vacation leave at least one day before the requested for leave.

For leave durations exceeding three (3) consecutive days/shifts, an employee must submit their written request for vacation leave at least seven (7) days before the period of requested leave.

Scheduling of vacation time shall be the responsibility of department heads, subject to staffing needs. If two or more employees within a department submit incompatible vacation requests, the department head will attempt to mediate a resolution between the employees. If the employees cannot mutually agree to a solution, the employee that submitted their request first shall be granted priority in the situation with the exception of vacation requests around holidays. Priority does not necessarily mean that the employee's vacation request will be approved as submitted.

When a holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged for the day of the holiday. Employees scheduling vacations to coincide with holidays will be limited in those requests. Requests for vacation days coinciding with holidays will not be granted on a first come basis. No employee will be granted all requests around holidays during a calendar year.

An employee shall be entitled to vacation leave with pay at the employee's basic rate of compensation. Vacation will be earned for any partial pay period of employment on a pro rata basis. Full-time employees shall accrue and be entitled to vacation according to the following table:

Years of Employment	Annual Vacation Accrual	Vacation Accrued per Pay Period
0 – 4 years	80 hours	3.08 hours
5 – 9 years	120 hours	4.62 hours
10 – 17 years	160 hours	6.15 hours
18 + years	200 hours	7.69 hours

Employees working less than 40 hours per week will earn a pro-rated amount of vacation leave based their average number of hours worked per week.

Employees' vacation accrual will change upon their employment anniversary. If the anniversary occurs in the middle of a pay period, the rate may not move until the next full pay period.

An employee may bank up to 150% of the vacation that they accrue on an annual basis. An example would be if an employee is eligible to earn 80 hours of vacation each year, that employee can bank up to 120 hours of earned vacation before forfeiting any newly accrued leave.

Vacation time used does not count towards “hours worked” for the purposed of calculating overtime.

Cancellation of Vacation

Planned use of vacation time may be substituted for sick or bereavement leave in situations where an employee becomes ill or a death in the family occurs during the prior to or during the scheduled leave period. Cancellation of vacation for these and other reasons are subject to supervisor approval.

Transfer of Vacation Hours

Upon approval of the City Administrator, an employee with accrued vacation hours may voluntarily transfer a specified number of accrued vacation hours to another employee who has experienced a catastrophic event, such as the destruction of a home, and the receiving employee has exhausted all applicable paid leave. Approval will be determined on a case-by-case basis and no case will establish precedent.

5.04 PERSONAL DAYS

Full-time employees will receive one (1) personal day annually on the first payroll of the calendar year. Personal days must be used within the calendar year it was credited or it will be forfeited. Employees will not be compensated for unused personal days upon separation from City employment. The scheduling of personal days shall be at the discretion of the employee’s supervisor, similar to vacation leave.

5.05 HOLIDAYS

The City of Anamosa observes the following holidays:

- 1) New Year’s Day
- 2) Spring Holiday (1/2 day)
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Veterans Day
- 7) Thanksgiving Day
- 8) The Friday after Thanksgiving
- 9) Christmas Eve (1/2 day)
- 10) Christmas Day

Full-time employees will receive eight (8) hours of pay at their basic compensation rate for each holiday listed above, with the exception of Spring Holiday and Christmas Eve when four (4) hours of pay will be provided. Employees working less than 40 hours per week will earn a pro-rated amount of holiday pay based their average number of hours worked per week.

The Police Department will recognize holidays on the day they actually occur. The Parks and Recreation and Library Departments will recognize holidays on the day they occur except for days on which the respective facilities are officially closed, in which it will follow the same procedure as

all other departments. For all other departments, when a holiday occurs on a Saturday, the preceding Friday shall be declared the holiday. When a holiday occurs on a Sunday, the following Monday shall be declared the holiday. If Christmas Eve falls on either Saturday or Sunday, the preceding Friday shall be declared the holiday.

Working on a Holiday

If an employee is required to work on a holiday they will receive 1.5 times their straight time pay for all hours worked in addition to their holiday pay.

5.06 HEALTH INSURANCE

The City participates in a health insurance plan for all full-time employees.

All new full-time employees must attend an insurance orientation and enrollment meeting at the time of hire, which is arranged by the City Administrator. The City will pay 90% of the premium and the remaining 10% will be deducted from the employee's paycheck, regardless of plan type.

In addition, full-time employees enrolled in the City's health insurance plan are specifically required to report life status changes (for example, birth or adoption of a child or marriage) within thirty (30) days of the event, to the City's insurance administrator/agent. If the notification of the change is not made within this timeframe, no changes of benefits or allocation will be permitted until the next open enrollment period. Questions may be directed to the City Clerk.

Upon separation from employment, health care benefits continue through the last day of the month of the employee's date of separation. Employees may be permitted to continue their participation in the plan at their own costs through COBRA continuation coverage and should contact the City Clerk for directions on making this arrangement.

5.07 DENTAL AND VISION INSURANCE

The City provides optional dental and vision insurance to full-time employees. For both plan types, the City will pay 90% of the premium and the remaining 10% will be deducted from the employee's paycheck, regardless of plan type.

5.08 COMMUNITY CENTER AND SWIMMING POOL PASS DISCOUNT

All full-time employees of the City shall receive a free membership, and their spouse, significant romantic other, or child, including step relationships, are eligible for a 50% discount on community center memberships or swimming pool season passes.

5.09 LIFE INSURANCE/DEATH BENEFIT

The City provides each full-time employee with a \$50,000 benefit life insurance policy. The cost of the premium is paid by the City.

Also, employees who participate in IPERS may be eligible for death benefits and should review www.ipers.org for more information.

5.10 EMPLOYEE ASSISTANCE PROGRAM

The City offers an employee assistance program (EAP) through the Hartford. It is offered to all full-time employees and their immediate families, in order to help them cope with personal problems which may or may not interfere with work performance. This voluntary program operates under confidential self-referral as well as supervisor referral. Professional counselors help employees find ways to deal with problems related to physical, mental and/or emotional illness or stress. This help includes concerns related to chemical dependency, marital, personal, financial and/or family situations and also provides limited legal assistance. Employees in need of these services are strongly encouraged to seek help through this program. EAP counselors provide short-term counseling and referral services without charge.

The EAP service includes up to three face-to-face emotional or work-life counseling sessions per occurrence per year. This means you and your family members do not have to share visits. You can each get counseling help for your own unique needs. Counseling for your legal, financial, medical, and benefit-related concerns is also available by phone.

To speak with someone for immediate support and/or referral to a behavioral health provider in your area covered by your EAP, you can call the following toll-free number 24/7: **1-800-964-3577**

You can also visit www.guidanceresources.com to access hundreds of personal health topics and resources for child care, elder care, attorneys, or financial planners. When you use the website for the first time, you will need to click on the “Register” tab, then follow the instructions below.

- 1) In the “Organization Web ID” field, enter: **HLF902**
- 2) In the “Company Name” field at the bottom of the personalization page enter: **ABILI**
- 3) After selecting “Ability Assist program”, create your own confidential user name and password.

Whenever an employee voluntarily uses the EAP program, employee concerns are kept in the strictest confidence by EAP counselors. This confidentiality means no City official or employee will be informed that the employee has used this program. The only exception to this confidentiality requirement is when an employee is required to seek counseling by the City due to documented disciplinary issues and accordingly signs a release as part of an employment agreement. In such cases, the employee’s supervisor and the Human Resources Department must be kept apprised of compliance with the counselor’s recommended treatment plan.

Employees as well as their spouse, significant romantic other, or child, including step relationships are eligible to seek help from this program and may do so without the employee’s knowledge. An office site outside the community is available for confidential meetings.

5.11 FLEXIBLE BENEFIT PLAN (I.R.S. SECTION 125)

The City offers a Flexible Benefit Plan (125 Plan) in which all full-time employees may participate on a voluntary basis. More information is available at the City Clerk’s office.

5.12 RETIREMENT PENSION (IPERS)

Full-time, part-time, and to the extent required by criteria set by the State of Iowa, temporary employees, are required to participate in the Iowa Public Employees Retirement System (IPERS). Employee and employer contributions are set by the State of Iowa. Employees are required to contribute the percentage set by the State and cannot contribute any more or any less amounts. New employees must enroll and designate a beneficiary. The enrollment form is included in the new employee packet. For more information, see Payroll Deductions in this Handbook or go to www.ipers.org.

6) LEAVES OF ABSENCE

6.01 JURY DUTY

Employees compelled during work hours to appear before a court or other public body or who are required to perform jury duty shall be paid their regular wages for each day of court or jury duty. Employees will endorse any check received for such service over to the City. Employees appearing on matters in which they are personally involved (i.e., plaintiff or defendant) must take an appropriate paid leave or take unpaid leave for the period away from work due to their court appearance.

6.02 MILITARY LEAVE

Per Iowa Code Section 29A.28, the City of Anamosa grants a leave of absence to employees for state or federal military service without loss of pay for thirty days of leave in a calendar year. Unused military hours during a calendar year are not allowed to be carried over to the next year. However, the annual hours shall be available at the first of the year. When a military member is called to active duty, the “first thirty days of leave” is paid during each of the first 30 work days of active duty as if the military member was working.

Military-related service leave includes, but is not limited to:

- a) active duty;
- b) active duty for training;
- c) inactive duty training (such as drills);
- d) initial active duty training;
- e) funeral honors duty performed by National Guard and reserve members;
- f) an examination to determine fitness to perform any such duty;
- g) the time period for which the military member is absent from City employment for the purpose of receiving treatment for military-related injury, or
- h) the time period during which the military member is absent from City employment and receiving military compensation, including NCAP pay.

After the thirty days of paid military leave are exhausted within a calendar year, the military member may request paid vacation leave, applicable personal leave or paid compensatory time. Military-related illnesses or injuries, which require medical treatment after a military member is released

from active duty and result in leave, are considered military-related service leave and upon the exhaustion of an employee's thirty paid military leave days in a calendar year, the employee may be eligible for sick leave.

The military member is required to provide written verification authorizing all military-related leave. In the event written verification is not immediately available, the City allows the military member up to thirty (30) calendar days to present said documentation. An extension may be granted for good cause. However, if the military member does not provide acceptable verification within a reasonable time period, the leave may be considered unexcused, at the sole discretion of the City, and the military member may be subject to discipline, up to and including discharge.

Military members are required to report back to work as follows:

- a) Military service of 1 to 30 days: At the beginning of the next regularly scheduled workday that falls at least twelve (12) hours after the military member returns home.
- b) Military service of 31 to 180 days: Application for reemployment must be submitted to the employee's supervisor no later than 14 days after completion date of the military member's service.
- c) Military service of 181 or more days: Application for reemployment must be submitted to the employee's supervisor no later than 90 days after completion of the military member's service.

6.03 BEREAVEMENT LEAVE

City employees may receive up to ten (10) days of paid bereavement leave in the event of the death of the employee's spouse, significant romantic other, or child, including step and foster relationships. City employees may receive up to five (5) days of paid bereavement leave in the event of a death of the employee's parent, sibling, grandparent, or grandchild, including in-laws, half, step, or foster relationships.

City employees may receive up to three (3) days of paid bereavement leave in the event of a death of the employee's uncle, aunt, niece, nephew, cousin, or another person with a close relationship to the employee.

Employees must advise their supervisor in advance of their bereavement leave. With the approval of their Department Head, employees may use vacation, compensatory time, or unpaid leave for funerals not covered under this policy or to extend the above described bereavement periods.

6.04 PERSONAL LEAVE WITHOUT PAY

Unpaid leaves of absence may be granted in certain circumstances. If you have exhausted all applicable sick leave, vacation, compensatory time, and other leave, you may request an unpaid leave of absence. Applications for unpaid leave must be made in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is at the discretion of the City.

Employees who are not eligible for leave under the City's sick leave policies may apply for an unpaid leave under this section for purposes of pregnancy or a related condition as provided in Iowa Code

section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the City.

During an unpaid leave granted under this section, you do not receive compensation, do not accrue length of service, vacation, or sick leave, and are not eligible for paid holidays. The City does not make contributions to retirement programs for the duration of the leave. You may continue in the group health insurance program during an unpaid leave under this section by paying the full cost of the premium by the 1st of the month for every month beginning within the duration of the unpaid leave. Failure to pay the premium on time will result in termination of coverage.

If you plan to return to work following an unpaid leave taken under this section, you must notify your Department Head before the end of your leave. The City will attempt to restore you to the position you held at the start of the leave, or in a comparable position, if possible. If no such position is available, your employment will be terminated.

When an employee has been on unpaid leave for thirty (30) calendar days, the City Administrator shall review the circumstances and either extend the unpaid leave or terminate the employee.

6.05 FAMILY AND MEDICAL LEAVE ACT

It is the City's policy to provide unpaid family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA). Whether a particular situation is covered by FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The City will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the law's other requirements are satisfied, even if the employee has not requested FMLA leave.

Leaves Available

An eligible employee will be granted up to twelve work weeks of unpaid, job-protected leave in a rolling twelve-month period for any of the following qualifying reasons:

1. The birth of and/or need to care for a newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. The need to care for a spouse, child or parent with a serious health condition;
4. A serious health condition that makes the employee unable to perform the functions of his/her job; or
5. A "qualifying exigency" due to the employee's spouse, parent or child being called to or service in active duty United States Armed Forces. This 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.

Additionally, an eligible employee will be granted up to twenty-six work weeks of unpaid, job-protected leave in rolling twelve-month period if he/she is caring for a service member who incurred a serious injury or illness while on active duty in the United States Armed Forces.

Finally, an eligible employee may be granted up to twelve work weeks of intermittent (non-continuous leave) or a reduced work schedule for any qualifying reasons identified in the above paragraphs 1-5.

Eligibility Requirements

To be eligible for FMLA leave, an employee must have worked for the City for at least twelve months, and for at least 1,250 hours during the twelve months immediately preceding the start of the leave.

General Provisions

For purposes of this policy:

“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 step-child.

“Parent” does not include parents-in-law.

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

- a. an overnight stay in a hospital, hospice, or residential medical care facility;
- b. 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;
- c. any period of incapacity due to pregnancy or for prenatal care;
- d. a chronic serious health condition that results in periods of incapacity and sometimes requires treatment;
- e. permanent or long-term conditions which require medical supervision; or multiple treatments and recovery therefrom.

“Spouse” does not include an unmarried domestic partner.

The **“12-month period”** during which the leave entitlement occurs is designated as the 12-month period measured forward from the first date of the leave.

Married employees: If the employee and the employee’s spouse are both employed by the City, and are both eligible for family and medical leave, the employee and the employee’s 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 the employee’s spouse or child, or because of the employee’s own serious health condition.

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.

Intermittent or reduced schedule leave may be taken when medically necessary to care for an employee's spouse, child or parent with a serious health condition, or because of the employee's own serious health condition. The employee must provide the City with medical certification of the need for intermittent or reduced schedule leave, and must attempt to schedule his/her intermittent or reduced schedule leave so as not to disrupt City operations. The employee may be transferred temporarily to an alternative position or schedule, with equivalent pay and benefits, which better accommodates the intermittent leave or reduced schedule.

Leave for childbirth, adoption or foster care placement may be taken intermittently or on a reduced leave schedule only if the employee's Department Head agrees to the proposed intermittent or reduced leave schedule.

Leave for the birth of a child or placement of a child for adoption or foster care must be taken within twelve months of the birth, adoption or placement.

Notice Requirements

If an employee knows in advance that he/she will be taking leave because of birth, adoption or placement of a foster child in the employee's home, or because of planned medical treatment for the employee or a covered family member, the employee must notify his/her manager or immediate supervisor in writing at least thirty days in advance.

If circumstances require that the leave begin in less than thirty days, the employee must notify his/her manager or immediate supervisor as soon as is practicable.

When the need for leave is foreseeable based on planned medical treatment for an employee or an employee's covered family member, the City expects the employee to consult with his/her manager or immediate supervisor or Department Head and to make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

Medical Certification

The City reserves the right to require written medical certification from the appropriate healthcare provider when leave is requested to care for a child, spouse, parent or covered service member with a serious health condition, or because of the employee's own serious health condition. Medical certification forms will be provided to the employee by the Human Resources Department. Employees should complete and return to the City the certification form within fifteen days of the City's request. 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.

The City also may require periodic reports from an employee during FMLA leave regarding his/her status and the employee's intent to return to work.

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

Fitness for duty medical certification may also be required when an employee is returning to work after leave for his/her own serious health condition.

Exigent Circumstances Certification

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.

Use of Paid Leave

The City will require an employee to use paid leave as part of his/her FMLA leave as follows:

1. The employee must use any accrued, but unused, sick leave, vacation, and personal days for any portion of the twelve-week leave for birth, adoption, foster placement or to care for a child, spouse or parent with a serious health condition. However, this section shall not allow any person to take paid sick leave if that person is not otherwise qualified for sick leave under the City's sick leave policy.
2. The employee must use any accrued, but unused, sick leave, vacation, and personal days for any portion of the twelve-week leave to care for his/her own serious health condition.

When an employee has used all required paid leave for any portion of an FMLA leave, the balance of the leave will be without pay.

Rights and Benefits During Leave

Seniority, sick leave and vacation will accrue only during periods of paid leave, in accordance with policies on accrual of paid leave.

Under FMLA regulations, when a holiday falls during a week when an employee is taking a continuous week of FMLA leave, the entire week is counted as FMLA leave. When a holiday falls during a week when an employee is taking intermittent or reduced schedule FMLA leave, the holiday is not counted as FMLA leave unless the employee was scheduled to and expected to work that day

and used FMLA leave, instead. When the City closes operations for a week or more, this time cannot be included in the employee's FMLA leave.

All benefits which an employee has accrued before taking leave will be retained after returning from an approved FMLA leave, if not depleted during the leave.

While an employee is on FMLA leave, whether paid or unpaid, the City will continue the employee's group health insurance coverage at the same level and under the same conditions that coverage would have been provided had the employee continued working. The employee will be required to pay the same cost of coverage as if he/she were actively at work. The employee will be informed in writing of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is more than thirty days late. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for delinquent payment upon return from leave.

Under certain circumstances, if an employee fails to return to work after an approved FMLA leave, the City may require the employee to reimburse it for the amount the City paid for the employee's health insurance coverage during the leave, except in certain circumstances prescribed by law.

Returning to Work

At the conclusion of an employee's FMLA leave, if the employee took the leave for his/her own serious health condition, the employee may be required to provide certification from his/her healthcare provider that the employee is able to resume work and is fit for duty. 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 the employee's healthcare provider states that he/she may return to work, but that the employee has have certain restrictions which limit his/her ability to perform certain essential job functions, then such work restrictions shall be analyzed in accordance with the Accommodating An Employee's Mental Health or Physical Disability section, above.

7) TIMEKEEPING AND PAYROLL

7.01 WORK WEEK

For the purposes of time keeping and calculating overtime, the City of Anamosa work week shall start on Saturday and conclude on Friday.

7.02 TIMESHEETS

All non-exempt employees are required to properly complete, sign, and submit in a timely fashion their timesheets according to departmental policy. Any deliberate falsification of timesheets will result in immediate termination.

Salaried employees will also keep track of their time for audit purposes.

7.03 PAY DAY

City employees are paid bi-weekly, on every other Friday. Pay will include wages for work performed up to and including the Friday preceding the payday.

7.04 PAYROLL DEDUCTIONS

Certain payroll deductions are mandated by law. Iowa law requires most full-time, part-time, and some temporary employees to participate in the Iowa Public Employees Retirement System (IPERS), which requires that employees and the City contribute a set percentage of gross pay. The increases/decreases to the contribution percentages are set annually and changes are effective July 1. Current and, if available, future contribution rates are posted on www.ipers.org.

When an IPERS employee leaves employment prior to being eligible for retirement, the employee has the option of receiving a full refund of the employee's contribution plus interest and, if vested, a portion of the City's contribution, or the employee may leave contributions in the IPERS fund and receive guaranteed retirement benefits. Other mandated deductions include tax withholdings, Social Security and Medicare deductions, and wage garnishments when authorized by a court of law.

Part-time employees may purchase health insurance with pre-tax wages after their introductory period is successfully completed. Employees should contact the City Administrator with any questions.

7.05 DIRECT DEPOSIT

Employees are required to use direct deposit to electronically transfer their paycheck to the bank or credit union of the employee's choice, provided it is EFT equipped. To arrange for payroll direct deposit, complete the form provided in the new employee packet. Paystubs are distributed to employees by the Department Head or their designee each pay day.

7.06 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be assigned to work overtime hours. When possible, advance notification of their mandatory assignments will be provided. The Department Head must authorize all overtime work in advance. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

All non-exempt employees will be eligible for overtime paid at one and a half (1.5) times their pay rate for all hours worked in excess of forty (40) hours per work week. Under Section 7(k) if the FLSA

law enforcement employees will be eligible for overtime paid at one and half (1.5) times their pay rate for all hours worked in excess of eighty-six (86) hours per fourteen (14) day work period.

Overtime pay is based on actual hours worked. Time off due to sick leave, vacation leave, or any leave of absence will not be considered hours worked for the purposes of calculating overtime. If work is conducted for more than one department in a work week, the department that the employee is working for during the overtime hours, shall be charged for the overtime expense.

7.07 COMPENSATORY TIME ACCRUAL

Compensatory time for non-exempt employees may be accrued in lieu of overtime wages, subject to Department Head approval. An employee's balance of comp time hours accrued may not exceed forty (40) hours. At the last pay period of the fiscal year, all accrued compensatory time shall be paid out. However, an employee may roll over up to eight (8) hours of accrued time into the next fiscal year, with Department Head approval.

Bargaining unit employees should consult their respective collective bargaining agreements.

7.08 CALL OUT PAY

When a non-exempt employee is asked to return to work outside their scheduled work hours (i.e. at night, weekends, and holidays), they shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. Call out pay will be for a minimum of one hour. Call out pay will not be provided when work time begins within one (1) hour of a scheduled shift or for any extension of a scheduled shift. Call out pay shall not apply to snow/ice removal or to routine utility rounds on weekends or holidays.

Bargaining unit employees should consult their respective collective bargaining agreements.

7.09 SEPERATIONS FROM EMPLOYMENT

When an employee wishes to separate from City employment, a minimum of two weeks' notice is required. Separating full-time employees shall receive compensation for accrued vacation. Other benefits such as sick days, personal days, and other leaves are **NOT** paid out. The exception to the previous statement is that a portion of accrued sick leave is paid out for employees with at least fifteen (15) years of full-time employment with the City of Anamosa. Sick leave will be paid out according to the following table.

Years Employed with the City of Anamosa	Percentage of Accrued Sick Leave Paid Out Upon Retirement	Maximum Payout (\$)
15-19 years	15%	\$5,000
20+ years	25%	\$8,500

Part-time and temporary employees will receive a paycheck for pay through their last day of work.

8) WORK CONDITIONS AND EXPECTATIONS

8.01 TELEPHONE USE & STIPENDS

Personal phone call, text messages, or other mobile communication during work hours is discouraged, and employees shall limit the duration of such communication so as not to interfere with work responsibilities. Use of City landline telephones for personal long-distance calls is prohibited.

Certain employees may be required to carry a mobile phone in order to be contacted at work or after-hours. In such situations, the City will provide a mobile phone to the employee for such use. In addition to work purposes, employees who are provided a mobile phone may use their work phone for personal purposes.

Alternatively, non-police department employees who are required to carry a mobile phone, may choose to use their personal mobile phone for work purposes, so long as their personal phone is capable of carrying out all necessary work related functions. If an employee chooses to decline the city provided phone, they will be provided a \$20 monthly stipend instead.

When the City determines that a City-issued phone requires replacement with a new device, the old phone may be kept by the employee if the City Administrator determines there is no significant market value.

8.02 USE OF CITY COMPUTERS AND EMAIL

1) The City owns and maintains several computer networks, internet and electronic mail systems, hereafter referred to as “system.” This system is provided to the employees for the purpose of conducting City business.

2) The system hardware and software are owned by the City and as such are City property. Additionally, all documents and messages composed, sent, received or stored on the system are and remain the property of the City. They are not the private property of any employee, and employees should not consider any communication via the system confidential, personal and/or private.

3) The use of the system is for the conduct of City business. Personal business or other non-job-related activities should be minimized. Supervisors may further limit or restrict personal use.

4) No City business shall be conducted on personal email accounts. Additionally, the use of personal devices to conduct City business should only be done with the approval of the department head.

5) The system shall not be used for commercial ventures, religious or political causes, outside organizations or other non-job-related activities.

6) The system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without specific prior authorization.

- 7) The system shall not be used to create or retrieve any offensive or disruptive messages or files. Among those which are considered offensive are any messages or files that contain any comment that offensively addresses someone's sex, sexual orientation, race, color, religion, national origin, age, disability, gender identity or marital status. Downloading of pornography or similar materials is strictly prohibited.
- 8) The confidentiality of any activity or message should not be assumed or expected. Deleting a message may not fully eliminate the message from the system. Further, the use of passwords for security does not guarantee confidentiality. The system automatically records information such as origin, destination, content and time spent online. The City Administrator or designee may monitor sites accessed. The City Administrator or designee also reserves the right to access, review and audit all messages and files created, received, stored on or sent over the system for any purpose, even after said message or file is deleted. The contents of any electronic mail or file may be disclosed without the permission or prior notification of the employee who sent or received the message or created the file. The City is not responsible if "hackers" retrieve, and make public, employee system activity. Thus, privileged or confidential material shall not be communicated via the system due to potential monitoring.
- 9) Employees shall not use a code, access another employee's messages or files, or retrieve or modify any stored information, unless authorized to do so by a supervisor. All computer pass codes must be provided to supervisors upon request.
- 10) Computers shall not be loaded with any programs or files that have not been purchased for that specific computer by the City. No files shall be downloaded from the Internet or any files accepted from an E-mail message. The exception to this would be files downloaded from other City computers or files from business associates of the City. Employees are expected to exercise good judgement and reasonable caution anytime they download or open a file or program.
- 11) In order to resolve problems and to reduce conflicts with hardware and software on PCs, all software and hardware needs to be approved prior to the purchase and installation of the product. Software and hardware that is not approved and/or not used to conduct business for the City will be removed. This includes backdrops, screen savers, and unapproved personal software.
- 12) If a computer is not operating properly, contact the City Administrator or designee. That office will check the computer to see if it is a software or hardware problem. If the computer needs service, that office will then coordinate the units repair and return of the computer to you.
- 13) Use of the system is a privilege, not a right, and any violation of this policy or use of the system for improper purposes could subject the employee to discipline, up to and including discharge.

8.03 SOCIAL MEDIA

Purpose

This policy sets forth guidelines for the establishment and use by the City of Anamosa of social media sites as a means of conveying City of Anamosa information to the public. The intended purpose

behind the use of City of Anamosa social media sites is the disseminate information from the City, about the City, to the public in a civil and unbiased manner.

The City of Anamosa has an overriding interest and expectation in deciding what is “spoken” on behalf of the City on City social media sites. For the purposes of this policy, social media means any facility for online publication and commentary, including but not limited to city’s website, blogs, wikis, content hosting sites such as Flickr and YouTube, and social networking sites such as Facebook, LinkedIn, and Twitter. This policy is in addition to and complements any existing or future City of Anamosa policies regarding the use of technology, computers, smart phones, e-mail and the internet.

General Policy

- 1) The establishment and use by any City Department of City social media sites are subject to approval by the City Administrator or designee. All City of Anamosa social media sites shall be administered by the City Administrator, department head, or their designees.
- 2) City social media sites shall make clear that they are maintained by the City of Anamosa. The City logo or branding shall be used on all social media accounts to confirm authenticity of the site. City social media accounts will only join a group or become a fan of a page or share posts if it is related to official City business, services, and events.
- 3) Wherever possible, City social media sites should link back to the official City of Anamosa website for forms, documents, online services and other information necessary to conduct business with the City of Anamosa.
- 4) The City Administrator, department head, or their designees will monitor content on City social media sites to ensure adherence to both the social media policy and the interest and goals of the City of Anamosa.
- 5) Users of all City social media shall adhere to applicable federal, state and local laws, regulations and policies.
- 6) The City reserves the right to restrict or remove any content that is deemed in violation of the City of Anamosa social media policy or any applicable law. Any content removed based on these guidelines must be retained by the department head or their designees for a reasonable period, including the time, date and identity of the poster, when available.
- 7) The City of Anamosa’s website will remain the city’s primary and predominate online presence.
- 8) Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.
- 9) City of Anamosa social media sites are subject to State of Iowa Public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The department maintaining the site is

responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format pursuant to City policy and practice so that it can be produced in response to a request. Whenever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

10) Employees representing the City of Anamosa via social media accounts must always conduct themselves as a representative of the City of Anamosa. Employees that fail to conduct themselves in an appropriate manner shall be subject to the Disciplinary Action Procedures outlined herein.

Comment Policy

1) A comment posted by a member of the public on any City of Anamosa social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Anamosa, nor do such comments necessarily reflect the opinions or policies of the City of Anamosa.

2) Comments containing any of the following inappropriate forms of content shall not be permitted on City of Anamosa social media sites and are subject to removal and/or restriction by the department head or their designees.

- a) Comments do not relate to the original topic;
- b) Profane, obscene, violent, or pornographic content and/or language;
- c) Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, gender identity, marital status or mental or physical disability, or any other protected classification;
- d) Defamatory or personal attacks;
- e) Threats to any person or organization;
- f) Comments by employees in support of, or in opposition to, any political campaigns or ballot measures (this section does not preclude employees engaging in protected speech under the 1st Amendment on their own time and not in their official capacities);
- g) Solicitation of commerce, including but not limited to advertising of any business or product for sale, except for City services (e.g. gym memberships);
- h) Conduct in violation of any federal, state or local law;
- i) Encouragement of illegal activity;
- j) Information that may tend to compromise the safety or security of the public or public systems; or
- k) Content that violates a legal ownership interest, such as a copyright, of any party.

3. The City of Anamosa reserves the right to deny access to City of Anamosa social media sites for any individual who violates the City of Anamosa Social Media Policy, at any time without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of the social medial policy or applicable law.

4. The following verbiage can be used to warn individuals about their content: “Your recent post is in violation of the City of Anamosa Social Media Policy. Please refrain from posting

inappropriate content in the future. If you do not refrain from posting such content, we will block you from this forum. Thank you for understanding.”

5. Departments shall monitor their social media sites for comments requesting responses from the City and for usage in violation of this policy.

6. Department head or their designees shall determine how employees must identify themselves when participating in the social media forum.

These guidelines must be displayed to users or made available by hyperlink.

8.04 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

When required, uniforms or personal protective equipment (PPE) will either be provided by the City or the employee will be reimbursed for the purchase of the item(s). Employees required to have the following equipment will have a corresponding annual allowance for the purchase of such items.

Equipment	Annual Allowance
Steel Toe / Tactical Boot	\$175
Rubber Boot	\$100
Uniform Pants	\$80

With the approval of the department head, employees may be reimbursed for twice the amount in the above table, with the expectation that the equipment last for two years, rather than one.

8.05 DRESS CODE

The City provides uniforms for many of its employees. In such situations, the uniform must be laundered regularly and be worn appropriately. Damaged, heavily stained or torn/unserviceable uniforms should be promptly repaired or brought to the attention of a supervisor.

Employees who are not required to wear uniforms must dress neatly and appropriately, so as to properly represent their position and authority within the City organization. In addition, employees are required to have good personal hygiene. As representatives of the City who serve many types of citizens, it is important to dress in a reserved manner which projects a professional appearance.

Employees will not wear any clothing with obscene or offensive words, terms, logos, pictures, cartoons, curses, racial slurs, or similar slogans. Except for logos of the clothing manufacturer, employees should not wear clothing that promotes or advertises any organization or cause that is not sanctioned by the City of Anamosa.

At the discretion of Department Head, denim jeans or shorts are acceptable attire, provided they are clean and not torn or frayed. City Hall personnel will not wear jeans or shorts, except on casual Fridays or other days when approved by the City Administrator.

8.06 SMOKE FREE AIR POLICY

The Iowa Smoke Free Air Act greatly restricts smoking in the State of Iowa. Consistent with the Act, City policy prohibits smoking within the confines of any buildings or grounds owned, leased, or

operated by or under the control of the City. Furthermore, smoking is prohibited in all city-provided vehicles and road-related equipment. Additionally, use of smokeless tobacco is prohibited in the same manner as smoking.

There shall be no cigarette disposal facilities in any buildings or grounds owned, leased, or operated by or under the control of the City. Employees violating this policy will be subject to disciplinary action up to and including termination.

If an employee sees a non-employee violating this law or is told that a non-employee is violating the law, the employee must investigate and inform the person of the law. If a smoker fails to comply with the law after being so informed, employees must call the police.

Employees who smoke pose a serious health risk to themselves, and their secondhand smoke poses a serious health risk to others. City employees who smoke or use smokeless tobacco on their own time are strongly encouraged to quit by enrolling in smoking cessation classes and/or taking over the counter or prescribed smoking cessation medication.

8.07 SEVERE WEATHER AND OTHER EMERGENCIES

Most City employees provide vital services during severe weather and other emergencies and are required to work during these conditions.

When severe weather or other emergencies prevent employees from performing their usual duties, employees will be assigned other work either in their normally assigned departments or in other departments where help is needed. If it is determined no work is available for employees during severe weather or other emergency, supervisors may, upon the City Administrator's approval, direct employees do not report to work. When full-time or part-time employees have already reported to work, employees may be sent home. Under such circumstances, employees will be paid their regular rate of pay for the number of hours previously scheduled. Under such circumstances, temporary employees will be paid only for hours actually worked.

8.08 USE OF CITY VEHICLES

On Duty - All vehicles, equipment and facilities shall be utilized safely and in a manner that will not damage any item. Any willful negligence resulting in damage to City property may be cause for corrective action. Vehicles, equipment and facilities shall only be used for City business and activities. These shall not be used for personal errands, personal work activities or other reasons. Only City employees or others authorized by the City Administrator shall ride as passengers in City vehicles or use City equipment or facilities as may be necessary in the carrying out of City business. No City vehicle shall be driven after the employee has consumed any alcoholic beverage. Seat belts are to be used at all times.

Off Duty - There shall be no use of City vehicles, equipment or facilities during off duty hours. 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.

Accidents - Any accident, whether or not damage results to City vehicles, equipment and/or facilities, shall be reported immediately to the Police Department and to the appropriate supervisor, who shall submit a written report to the City Administrator. When deemed appropriate by the City Administrator, the accident will be investigated, and subsequent action taken.

8.09 TRAVEL EXPENSES

1. Reimbursements or advance payments for authorized travel expenses must be submitted to the City Administrator for approval.
2. Employees must utilize city vehicles for travel when they are available. In the event a city vehicle is not available, employees may receive mileage reimbursement for use of their personal vehicles. The reimbursement will be subject to the federal statutory allotment per mile as determined by the Internal Revenue Service. Employees must furnish documentation of mileage such as a MapQuest or Google Maps printout showing their beginning point, destination and total mileage.
3. For meal expenses the employee shall receive reimbursement at a per diem rate as shown below. The City Administrator will approve appropriate exceptions, such as meal expenses incurred at Camp Dodge for police training. The IRS per diem rate will be used to advance/reimburse for meals. See www.gsa.gov for the current per diem rates. Please subtract \$5 from the M&IE (meals and incidental expenses) rate listed on the GSA website to remove incidental and get to the meal expense.
 - A. When claiming per diem rates for meals, receipts are not necessary for advancements.
 - B. Per diem payments shall not be claimed if meals are provided at no cost to the employee or are included in the registration fees of the conference or other event, or if they are part of the hotel room rental.
 - C. For the day of return from overnight travel, per diem may be reimbursed for dinner if the return is after 7:00 p.m.
 - D. Lunch per diem will be paid when an employee is out of the area (over 50 miles from city limits) during the lunch period and the event is in excess of 6 hours away from the City. Exceptions may be approved by the City Administrator in appropriate circumstances.
5. An advance request must be received by the City Administrator at least one week prior to the travel date.
6. Within 30 days upon returning from the trip, employees must submit application for any desired reimbursement. Itemized receipts for expenses must be attached to the travel form. Without a proper receipt, reimbursement will not be approved absent other reasonable proof of the amount due.
7. Advances made for any expense other than meals must be supported by attached receipts.
8. Abuse of travel advances or misuse of advanced funds will result in disciplinary action up to and including termination.

9. In order to minimize the expense to the City when two employees are attending a training seminar or a conference at the same location and on the same dates, employees should use reasonable best efforts coordinate transportation and lodging.

10. Government discounts and conference discounts should be utilized whenever possible. Whenever possible, employees must utilize direct billing for the hotel/motel. City credit cards may also be used to secure the room. Employees may also secure rooms with a personal credit card and request reimbursement when the travel is completed or an advance check prior to departing. Regardless of how the lodging is secured and paid for, the employee must submit a hotel/motel bill upon completion of the trip.

11. Expenses for entertainment, alcohol, or for lodging or other expenses of non-City employees, including spouses, and for any expense deemed wasteful or extravagant, will not be reimbursed

Variations in the above policy must be approved by the City Administrator. Consideration may be given for certain destinations where travel expenses are expected to be higher, (i.e. large cities). Employees are expected to be reasonable with their spending. The City Administrator will review itemized receipts for excessive spending, and employees will be held responsible for spending in excess of the above guidelines.

8.10 DEPARTMENTAL BULLETIN BOARDS AND E-MAIL MONITORING BY EMPLOYEES

All City employees are responsible for reviewing information posted on bulletin boards in their work areas each workday, and for reviewing their email messages each workday. The City periodically posts information of interest to City employees, including safety-related and other critical information, on departmental bulletin boards and in email. Failure to monitor these notices may lead to disciplinary action, up to and including termination.

8.11 REST PERIODS

All employees will be provided one fifteen (15) minute rest period during each four hour block of work. To the extent possible, rest periods should be taken roughly half way through each four hour block. While rest periods may be taken later in the day when work events do not allow for them to be evenly spaced, rest periods may not be used in a way that would allow an employee to leave work early. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period.

8.12 STANDBY

Certain City operations require that specific employees remain available to respond promptly and fulfill their job duties if called. Employees on “standby” are required to remain sober and be able to respond to work with twenty (20) minutes of being called.

Because employees on standby can still effectively use their time for personal purposes, standby employees will not be compensated for this time. However, when a standby employee is called into active duty, they will be compensated at one and one half (1.5) times their regular rate, per the Call Out Pay section of this policy.

8.13 UTILITY ROUNDS AND STANDBY

The water and wastewater departments require daily monitoring and attention, therefore, employees will be scheduled to complete those necessary tasks on weekends and holidays when the full staff is not scheduled to work.

Before the beginning of each calendar year, the City Administrator or their designee shall draft a rounds schedule for utilities employees dividing responsibilities as evenly as possible. Unless requested by the employee or it is simply unavoidable, no employee shall be assigned rounds on Thanksgiving or Christmas in back to back years. Once the draft schedule is complete, all utilities staff will have the opportunity to voice their comments and concerns, but no modifications are guaranteed. The City Administrator must approve the rounds schedule becomes official. Once approved, the rounds schedule can only be modified by the mutual agreement of two employees to trade shifts, which must be documented on official forms and approved by the City Administrator. Water and wastewater superintendents will be included in the rounds schedule. Non-exempt employees completing rounds will be paid for a minimum of 2 hours per day at their regular hourly rate, unless working on a holiday officially recognized by the City.

The water and wastewater superintendents will be on standby or the first one called during all non-scheduled hours from Monday to Friday, except on holidays officially recognized by the City. When one of these employees are on vacation, another employee within the department will be assigned to be on standby.

Employees who are scheduled to complete rounds will also be the designated standby employee for the entirety of that day, from 12 a.m. to 11:59 p.m.

9) EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURE

9.01 GENERAL DEMEANOR AND ATTITUDE

All employees are expected to treat other City employees and members of the public in a professional, respectful, and positive manner. All employees are expected to exemplify the organizational values listed in this handbook which encourages employees to be open and honest with each other, think critically and seek out innovation, and to foster an environment of teamwork amongst each other. There will always be disagreements, but that does not provide any excuse for disrespectful behavior. Name calling, swearing, or any other disrespectful behavior is subject to discipline, up to and including discharge.

9.02 WORKPLACE PRIVACY

Employees are advised they should have no expectation of privacy at their worksite. Any materials contained within an employee's worksite will not be kept private and will be subject to disclosure. From time to time, supervisors, co-workers and other authorized persons have a legitimate need to enter an employee's worksite, including, but not limited to, offices, City vehicles, computers,

cabinets and desks to search for documents, files and other work-related items. In addition, in cases of suspected employee misconduct or criminal activity, the City may search the worksite, including personal property brought to the worksite which is used in the course of day-to-day business, for evidence of such misconduct and will cooperate with law enforcement officers in any criminal investigation. Apart from these investigatory activities, the City reserves the right to monitor all computer use, email, internet access, telephone use or other activities of employees.

9.03 GIFT POLICY

Employees are subject to state laws which forbid governmental employees from accepting anything from an individual or organization doing business with the City or wishing to do business with the City with a value over \$2.99. Simply stated: Employees are prohibited from accepting any favor or gift of value from any person(s) or company doing business with the City. If an employee is uncertain about a potential conflict of interest, the employee should notify his/her supervisor so a formal interpretation can be made.

9.04 WORKPLACE VIOLENCE

The City is committed to providing a workplace free from acts or threats of violence and to effectively respond if such acts or threats do occur. Therefore, the City has a policy of zero tolerance for any violent acts or threats directed by or toward any City employee, resident or visitor while on City property. Acts of violence, including threatening behavior, against employees, visitors, guests or other individuals will lead to disciplinary action, up to and including termination, and the City will cooperate with law enforcement, as appropriate, to ensure arrest and criminal prosecution of responsible individuals. Employees who become aware of workplace violence, or any threat of violence, whether by an employee or non-employee, shall immediately report such knowledge to their supervisor or other member of City management and complete a workplace violence incident report.

9.05 WEAPONS POLICY

The City of Anamosa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his/her official duties, or due to the employee's official duties, wherever those duties are performed. Therefore, no City of Anamosa employee is permitted to possess or carry firearms or other lethal weapons in City buildings, at City work sites or in City vehicles. Firearms and weapons are defined in 702.7 Code of Iowa and 724.1 Code of Iowa and include, but are not limited to, guns of any description, long knives, Tasers, etc. This policy excludes firearms and weapons carried by Police Department employees as required by their employment.

An employee in violation of this policy will be subject to discipline, up to and including discharge.

9.06 DRUGS AND ALCOHOL POLICY

The City of Anamosa is committed to ensuring its employees work in a safe, drug-free environment. Individuals under the influence of illicit drug or alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined it must try to ensure City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which, where applicable, augments existing state or federal drug testing laws which already apply to some City employees. This policy applies to all applicants for City positions and all City employees at any time they are performing, preparing to perform or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede this policy.

Definitions

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 meets the requirements of this paragraph.

Reasonable Suspicion Drug and Alcohol Test – Drug or alcohol tests are based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of training and experience. For purposes of this paragraph, facts and inferences may be based upon, but not limited to:

- a. Observations while at work such as direct observation of alcohol or drug use or abuse, or of physical symptoms or manifestations of being impaired due to alcohol or other drug use as described in the educational materials provided to employees.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A credible source's report of alcohol use or the use of other drugs. The City Administrator or designee will have the final determination of who is a credible source.
- d. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
- e. 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 resulted in damage to property, including equipment.
- f. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery or equipment.
- g. The employee's statement or admissions of drug use while he/she is a City employee.

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/she has a blood alcohol concentration equal to 0.040 or greater.

Illegal Drugs/Substances – Any illegal substance which has not been legally obtained or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taking according to the prescription.

Prohibited Behaviors

This policy prohibits the following behaviors:

It is the City's policy that an employee's use, sale, transfer, purchase or possession of drugs, alcohol, a controlled substance or drug paraphernalia, or any combination thereof, by an employee while in a City facility, vehicle, vessel or aircraft, or while performing City business, including official business conducted while in one's home, is prohibited.

City employees are prohibited from consuming alcohol on the job or reporting for work under the influence of alcohol.

This policy prohibits employees from using prescription drugs unless both of the following conditions are met:

- (1) a doctor has prescribed the medication to the employee; AND
- (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform essential job functions without endangering the employee's safety, the safety of co-workers, or the safety of the general public. Employees using personal prescription drugs must carry the medication in the original container and the container must be labeled with the name of the employee, doctor and the drug prescribed.

Substance Abuse Education

The City will notify applicants of this drug and alcohol testing policy at the time of their first interview. The City will provide FTA and CDL required 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, and drug and alcohol testing requirements. Each employee and applicant will sign a form acknowledging receipt of these materials.

Drug and Alcohol Testing

Prospective Employee Testing

All prospective, safety-sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process. If a prospective, safety-sensitive employee refuses to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the drug test.

If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.

Random Testing

The City may, without individualized suspicion, conduct random drug and alcohol testing on safety-sensitive employees who are covered by state or federal law, and where said random testing is required by the Iowa or Federal Department of Transportation, Federal Transportation

Administration or other agencies as a condition of licensing. The selection of such employees to be tested shall be done based on a computerized, randomly generated selection process in which each member of the employee pool has an equal chance of selection.

Post-Accident

Testing shall be conducted after an accident on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) when reasonable suspicion exists. Any accident involving a City vehicle, or in a private vehicle on City business, which results in property damage or personal injury, or where a citation is issued, may be considered a basis for reasonable suspicion.

Reasonable Suspicion Testing

When any supervisor, department head, or the City Administrator 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, department head, or the City Administrator shall require reasonable suspicion testing.

If reasonable suspicion testing is required, the employee may not drive to or from the testing or under any other circumstances 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.

Testing Procedures

- a. Drug and alcohol testing shall require a presentation of a reliable form of photo identification from the person being tested to the person collecting the sample.
- b. The City will designate the type of testing to be performed on the sample collected.
- c. Drug and alcohol testing shall normally occur during or immediately before working, or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
- d. The City shall pay all testing costs for pre-employment, unannounced, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
- e. All confirmatory drug testing shall be conducted at a laboratory certified by the United States Department of Health and Human Services' Substance Abuse and under rules adopted by the Iowa Department of Public Health.
- f. In conducting drug or alcohol testing under this policy, the laboratory, any medical personnel assigned to review the test, and the City shall ensure, to the extent reasonably feasible, that the testing will measure only the use of alcohol or drugs, that the records concerning the testing show only the use of alcohol or drugs, and that the City shall make use only of information regarding alcohol or drugs in the body.
- g. The City will provide any disclosures required by law.

Post-Testing

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 discharge.

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. 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 discharge.

If the Substance Abuse Professional determines that the employee has a drug- or alcohol-related problem, the employee will be required to do follow-up testing. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

Retention of Records

The City shall maintain all drug and alcohol testing records in a secure location with controlled access. Secure computerized recordkeeping is permitted under this policy. An employee required to possess a Commercial Driver's License for his/her position is subject to complying with pre-employment and random drug and alcohol testing and additional rules and regulations per federal law.

Requirement of Iowa Driver's License/Commercial Driver's License (CDL)

Employees who are required to drive to perform the essential functions of their position must possess and maintain a valid Iowa Driver's License or Commercial Driver's License, depending upon the position. The City's insurance carrier requires an annual review of these employees' IDOT driving record.

An employee found to have an expired (beyond the 60-day grace period) Iowa Driver's License, or Commercial Driver's License (CDL) if required for the employee's position, or who has lost his/her license for any reason, may be removed from work assignments requiring a Driver's License/CDL, and may be subject to discipline. Said employee must obtain a valid Driver's License/CDL within seven (7) days of the notification date by the City. If an employee fails to obtain a valid Driver's License/CDL within this seven (7) day period, the employee may be suspended indefinitely, with or without pay, until the problem is rectified, or may be terminated, at the option of the City.

An employee who commits an offense and who knows, or has reason to know, the offense may result in a license revocation, shall notify the employee's supervisor within twenty-four (24) hours of said offense or, if incapacitated or prevented from doing so, as soon as practicable. An employee who does not report this potential to his/her supervisor in accord with this provision may be immediately discharged. Further, employees charged with any offense which may lead to a license suspension or revocation shall keep the City apprised as to the status of conviction or acquittal. Failure to follow this notification policy may result in disciplinary action, up to and including discharge.

An employee who is required to possess a valid Driver's License/CDL to perform the essential functions of his/her position and who continues to drive for the City during a period of suspension or revocation will be immediately discharged.

Specific Requirements for Employees with Commercial Driver's License (CDL)

City employees who drive commercial motor vehicles and are required to have commercial drivers' licenses to perform the essential functions of their position must comply with the City's Substance Abuse Prevention Program, as required by Federal Department of Transportation Federal Highway Administration and Federal Transit Administration regulations.

Employees subject to this program are subject to pre-employment and random drug and alcohol testing and will receive appropriate training upon their appointment to any City position requiring possession of a Commercial Driver's License. In addition to the requirements set forth in the preceding section requiring notice to the City, employees are responsible for following all federal and state regulations regarding reporting of accidents to the Iowa Department of Transportation, regardless of the jurisdiction of the offense, and regardless of whether or not the employee is driving a commercial vehicle at the time of the offense.

If employees have questions regarding this program, they should contact their supervisor or the City Administrator.

9.07 SOLICITATIONS

Employees are prohibited from conducting private business solicitations or collections on City property. Employees may solicit for fund raisers on behalf of community not-for-profit organizations away from normal work areas (i.e., in approved lounge or break room areas) and on the employee's own time. Employees may post fundraising solicitation notices in approved lounge or break room areas. Employees are prohibited from fundraising solicitation outside of approved break times, and any aggressive verbal solicitation will be terminated by management. Department Heads may, at their discretion, remove any notices construed to have the potential for adversely affecting employee productivity.

9.08 POLITICAL ACTIVITIES POLICY

Hiring and Retention

City employees shall not be appointed or retained on the basis of their political activity. No employee shall be deprived of employment solely because that person is a member or an officer of a political party, committee or organization.

City Elections

City employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds or support, for the purpose of supporting or opposing the appointment or election of a candidate for any City office.

General Activities

No employee during regular assigned working hours, in a City uniform and/or while using City vehicles and/or equipment may engage in any political activity.

No equipment, personnel, or City facility that is not normally accessible to the public may be used or permitted for use for political activities or for furthering the election or defeat of any candidate for federal, state or local public office. No endorsement may be given that involves any display of City insignia or logo, the use of any City equipment or property, or involves any employee when on-duty. Any employee may give endorsements or support political activity when off-duty, so long as they avoid the use of City equipment, insignia, logo or property. They must do all in their power to clarify that their endorsement is personal or of some organization other than the City or one of its departments.

The use of the following in political advertisements is prohibited, and City employees shall not facilitate or accommodate such use:

1. City property not normally accessible to the public;
2. Employees in uniforms that display City insignia and logos or any use of City employees while on City time; and
3. City equipment.

Filming for political purposes on City property not normally accessible to the public will be prohibited. Filming of City equipment for political purposes would be prohibited, including the use of police and fire vehicles. City employees will be prohibited from appearing in political advertisements wearing City equipment or City insignia or logos.

Leave of Absence

An employee may be granted a thirty (30) day leave of absence without pay and without accrual of benefits if that employee wishes to participate more fully in a political campaign or be a candidate for any office.

9.09 NEPOTISM

The City of Anamosa is committed to a work environment that is free of the appearance of favoritism based on familial relationships. Employees' relatives will be considered for employment on the basis of their qualifications. An employee's spouse, significant romantic other, child, parent, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, or cousin, including in-laws, half, and step relationships may not be hired if employment would:

- Create a direct supervisor/subordinate relationship with a family member, or
- Have the potential for creating an adverse impact on work performance, or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring or promoting an employee. A relative shall include anyone who is defined as a family member under this policy. Notwithstanding the foregoing, the strictures of this provision may be modified or waived by the City Administrator under circumstances where the anticipated potential problems are minimal and where reasonable precautions are in place to avoid direct supervisory conflicts.

An employee who becomes romantically involved with another employee in the same department or chain of command shall notify the City Administrator in writing immediately. If an employee fails to properly notify the City Administrator, disciplinary action up to discharge will be considered. Even with proper notification, measures may need to be taken to eliminate conflicts of interest.

9.10 TRAFFIC VIOLATIONS WHILE ON DUTY

An employee who receives a moving traffic violation during working hours and is found guilty of such charge, will be responsible for all fines, surcharges and court costs that may be assessed. If the sentence causes the employee to miss work, the time the employee takes to appear in court will be considered the employee's time, not that of the City's. Therefore, the employee will have to use vacation or compensatory time or be considered on leave without pay.

An employee will receive a one (1) day suspension without pay for the first conviction of a moving violation on the job, and a three (3) day suspension for the second conviction of a moving violation on the job. An employee who receives three (3) or more convictions for traffic violations within 3 years during their working hours may be subject to discharge and shall be suspended without pay for a minimum 14 working days.

An employee who loses their license and is required to drive a City vehicle as part of their job may be subject to suspension or discharge and will be considered on leave without pay if suspended. The period of suspension may last until the employee receives their license back or permission from the Department of Transportation to drive while at work.

9.11 WORK RULES AND DISCIPLINE POLICY

The City strives, when reasonable to do so, to use a progressive corrective process. Poor job performance or misconduct will be noted by the supervisor, who will advise the employee to correct the deficiencies. Initially, deficiencies will be noted orally, but supervisors may document such verbal counseling in writing. Repetition of performance or misconduct problems will result in further written reprimands, followed by suspensions, with or without pay, and finally by termination. While the process is intended to be a step-by-step corrective process, each situation is different and, depending upon the severity and other factors, steps may be omitted when management deems it appropriate. The City reserves the right to eliminate preliminary steps, particularly when misconduct is severe.

Employees shall not engage in any of the following:

1. Unprofessional conduct including but not limited to gossip, excessive or unduly negative criticism, creating false rumors directed at coworkers or management, and deliberately attempting to undermine morale.
2. Sleeping during working hours or giving the impression of sleeping.
3. Dishonesty of any kind concerning any work-related matter. From time to time, the employer may conduct workplace investigations of an employee's conduct, and any dishonesty under such circumstances is particularly serious.

4. Failure to competently and timely perform duties as outlined in the employee's job description or carry out reasonable assignments or instructions.
5. Failure to heed corrective instructions when work or conduct is not meeting expected standards.
6. Willful failure to follow any of the procedures or policies of the City, including but not limited to those in this Handbook.
7. Reckless horseplay.
8. Disorderly, subversive, insubordinate, immoral, or indecent conduct.
9. Physical assault of fellow employees or citizens.
10. Excessive absenteeism or tardiness.
11. Threatening, intimidating, coercing or discriminating against residents, fellow employees, or others.
12. Use of obscene or vulgar language directed against coworkers, or in the presence of the public, or in such a manner as to give offense to others.
13. Reporting to work under the influence of alcohol, illegal drugs, or medications without a current prescription, or using any of the above during working hours.
14. Operating or caring for any equipment or vehicles in a negligent or reckless manner.
15. Theft (including unauthorized "borrowing"), willful destruction and/or unauthorized use or altering of property or equipment belonging to the City or any employee.
16. Disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervisor.
17. Deliberately falsifying, altering, or supplying false information on City records, including payroll records and timecards.
18. Falsifying sick leave claims.
19. Unauthorized copying or disclosure of confidential City records or information.
20. Failure to report an accident or serious incident to the appropriate supervisor.
21. Working on personal jobs or carrying on secondary employment on City time.
22. Pleading guilty to, been being convicted of, or being granted a deferred judgment of a felony offense.
23. Pleading guilty to, being convicted of, or being granted a deferred judgment of a misdemeanor offense which involves theft, fraud, dishonesty or moral turpitude involving a minor, such that continued employment would call into public question the fitness of the employee to hold a position with a public employer.
24. Pleading guilty to, being convicted of, or being granted a deferred judgment of any offense which requires suspension or revocation of a license necessary to carry out essential job functions.
25. Failure to keep licenses and/or certifications necessary to perform essential job functions valid and current.
26. Failure to maintain insurability if required as a condition of employment.
27. Violation of the City's Safety Policy. Please see Chapter 11.

This is not an exhaustive list of prohibited misconduct. Employees must be aware of all rules and requirements applicable to their specific department and all standards applicable to the individual position they hold. The City further reserves the right to discipline employees for behavior which conflicts with the reasonable expectations of the employer.

Generally, the City follows a progressive discipline policy roughly as follows:

1. Verbal warning, which is documented in writing;
2. Written reprimand referencing the prior verbal warning;
3. Suspension;
4. Termination.

However, any or all of these progressive steps may be skipped entirely or be repeated in appropriate circumstances. Severe offenses will likely result in suspension or termination without any warning or reprimand. When employees are disciplined, management will typically cite any or all of these rules which were violated, and written documentation will be created for the employee's personnel file. Once a disciplinary write-up has been included in a personnel file, it is the policy of the City that it never be removed.

Law enforcement officers shall be disciplined for misconduct consistent with Iowa Code 80F, the Peace Officers Bill of Rights. Procedures for that discipline will be as outlined in accordance with any applicable collective bargaining agreement provisions and with Iowa Code 80F.

Any employee who is terminated or resigns in lieu of termination is, by that employee's signature acknowledging receipt of this handbook, informed that pursuant to Iowa Code Section 22.15 that information placed in your personnel file regarding the conduct which led to your termination or resignation in lieu of termination may be considered a public record. This information includes the fact that you resigned in lieu of termination, you were discharged, or you were demoted, as the result of a disciplinary action, as well as the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion. This information may become a public record pursuant to Iowa Code Sections 22.15 and 22.7.

10) MISCELLANEOUS

10.01 REHIRE

Employees who leave the City for reasons that are not of a disciplinary nature and provide notice of their resignation at least fourteen (14) days prior to their last day of work will be considered for any position for which they meet minimum qualifications.

In the case of a rehire, the City follows the provisions of ERISA pertaining to breaks in service in determining eligibility and past credits for retirement benefits. For information pertaining to these provisions, please contact the City Administrator.

10.02 RESIDENCY REQUIREMENT POLICY

The City of Anamosa desires that its employees live within the City (corporate) limits of the City of Anamosa, whenever feasible. At a minimum, employees must live within an hour's driving distance of the corporate limits of Anamosa. The City Administrator may grant temporary exceptions to this policy for new or temporary employees.

Those full-time employees who establish permanent residency within the corporate limits of the City of Anamosa will earn an additional twenty-five cents per hour (\$0.25 / hour). This incentive does not apply to anyone contractually required to live within City limits.

10.03 MAINTENANCE OF PERSONNEL RECORDS

Record Changes

Employees will promptly notify the Deputy City Clerk using official City forms of any changes in name, address, telephone, or familial/marital status so the appropriate record changes may be made.

In addition, full time employees enrolled in the City's health insurance plan are specifically required to report life status changes (ex. birth of a child) within thirty (30) days of the event, to the Deputy City Clerk. If the notification of the change is not made within this timeframe, no changes of benefits or allocation will be permitted until the next open enrollment period.

Personnel Files

Personnel files are maintained by the City. Personnel files include original employment data relating to application, compensation, performance evaluations, discipline, and commendations. Additions to these files may be made by City Administration as appropriate. General access to employee files is limited to the City Administrator and their designees, as well as, elected officials under certain limited circumstances.

Employees may review their personnel file upon request. Employees may request a copy of their complete personnel file while employed with the City. There may be a nominal charge to cover the cost of duplicating the file. Personnel files must be viewed in the presence of a City official and may never be removed from City Hall.

Any employee who is terminated or resigns in lieu of termination is, by that employee's signature acknowledging receipt of this handbook, informed pursuant to Iowa Code Section 22.15 that information placed in your personnel file regarding the conduct which led to your termination or resignation in lieu of termination may be considered a public record. This information includes the fact that you resigned in lieu of termination, you were discharged, or you were demoted, as the result of disciplinary action, as well as, the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion. This information may become public record pursuant to Iowa Code Sections 22.15 and 22.7.

10.04 DAMAGE TO PERSONAL PROPERTY

In the event of damage to personal property while on duty, employees must submit to their supervisor by the end of the workday, or as soon as practicable thereafter, a written statement

describing the circumstances surrounding the damage of the item(s). If it is determined the item(s) were reasonable for the employee to have at the work site (e.g., eyeglasses, modestly priced wristwatch, etc.) and the damage was the direct result of a work assignment during which the employee exercised reasonable care, the Department Head may authorize payment for repair or replacement of the item(s).

10.05 RECOVERY OF LOST PROPERTY

City employees who find lost property must immediately present it to their supervisor. Per Sections 556F.3 and 556F.4, Code of Iowa, the property must be turned over to the County Auditor and advertised, per statutory language, to seek out the rightful owner. If no person claims the lost property, the property will be returned to the City employee, if valued under \$20.00. If the property is valued over \$20.00, the property will be delivered to the Sheriff's office, sold at public auction to the highest bidder, and proceeds will be paid to the City.

10.06 DONATED LEAVE TIME

Employees may donate vacation and/or sick leave from their available vacation or sick bank to another full-time employee by pay period in total amount not to exceed the employee's regularly scheduled hours. Vacation time can be donated for any justifiable extraordinary event. Sick leave may only be donated for serious illness exceeding five consecutive days or maternity leave. The recipient of donated leave time must have exhausted their own bank(s) of eligible leave time before the donation can be approved. All donations of leave time must be approved by the City Administrator.

11) SAFETY

11.01 INTRODUCTION TO SAFETY

The success of City of Anamosa depends upon our efficient use of resources to produce a high-quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization's operations.

The occupational safety program of City of Anamosa is organized to give each job site responsibility for the accident prevention program. All employees at all levels of our workforce are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

The City is committed to providing and maintaining a safe and healthy work environment. Each employee is responsible for knowing and complying with all safety policies, regulations and rules which apply to his/her job. All employees are required to take appropriate safety precautions, including wearing and using safety equipment. Employees will be subject to discipline, up to and including discharge, for violating safety rules.

All new employees will receive initial safety training.

11.02 SUPERVISOR'S SAFETY RESPONSIBILITY

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for management to personally observe all employee activities, management must rely on and assure that all employees are trained and aware of their safety responsibilities. Other safety responsibilities for department heads include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance for the City.
4. Review losses for potential trends on a regular basis.
5. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
6. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.
7. Participate in accident or incident investigations involving your department's facilities, equipment, or employees.
8. Review accident reports and recommend corrective actions.
9. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on City of Anamosa worksites and facilities.
10. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
11. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.
12. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
13. Ensure tools, equipment and machinery being used in the workplace are in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
14. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
15. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.
16. Ensure that all employees have access to a copy of the organization's safety program.

17. Encourage safety suggestions from employees under your supervision.
18. Obtain prompt first aid for injured employees.

11.03 EMPLOYEE SAFETY RESPONSIBILITIES

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with City of Anamosa's Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

11.04 SAFETY COMMITTEE

A safety committee should be established and be composed of employees representing the city. The City Administrator shall recommend members of the safety committee to be approved by the City Council. The committee should be chosen from those employees who are recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment. Employees from various work areas should be represented.

The safety committee shall be composed of one (1) employee from each of the following groups:

Police Department
Parks and Recreation Department
Office Staff (City Hall & Library)
Street Department
Water Department
Wastewater Department

A consultant may be responsible for coordinating all safety matters and serving as the chairperson for the safety committee. In this scenario, the consultant would be responsible for scheduling meetings, notifying committee members, and following up on items discussed. In order to stay on top of things, the committees are encouraged to meet quarterly.

The committees will have the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that annual inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all departments for posting them where all department employees have an opportunity to review them.

11.05 SAFETY ORIENTATION

Supervisors and the safety consultant will provide all new employees a safety orientation which includes the following:

- A review of all safety policies, procedures, and rules.
- A review of all safety equipment including required personal protective equipment (PPE).
- A tour of all workplace facilities, specifically including safety equipment such as the location of eyewash stations, first aid, and safety data sheets (SDS).
- An introductory training on how to safely use all equipment they are expected to operate.

The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained at the City of Anamosa, Anamosa, Iowa.

11.06 SAFETY TRAINING

Supervisors and the safety consultant will provide ongoing safety training in the following areas as the need arises:

- New equipment
- New policies or procedures or changes in operations
- Identified areas of increased accidents
- Newly identified areas of exposure
- Annual refresher training required for each program

Documentation from any training courses attended by employees or supervisors will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept at the City of Anamosa, Anamosa, Iowa. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

11.07 HIRING PRACTICES

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

Depending upon the physical requirements of the job and whether or not the position is safety sensitive, the City of Anamosa may require new permanent employees and temporary employees to undergo a pre-employment physical. This is given *after the offer*, but before the first day of work, and offers are contingent on passing the physical. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the City of Anamosa.

11.08 USE OF MEDICATIONS

Certain medications may have an adverse effect on an employee's ability to safely operate vehicles and other machinery and equipment. If an employee is taking a medication, either over the counter or prescription, that may impair the employee's safety or the safety of his/her co-workers or the general public, the employee is required to notify his/her supervisor immediately. The employee's supervisor will require the employee to provide the City's FMLA/HIPPA designated official with documentation of the side effects of the employee's medication so the extent and effect of any impairment the medication may cause can be determined, and so, if appropriate and feasible, safe work can be assigned.

11.09 DESIGNATED PHYSICIAN POLICY

Effective July 1, 2020 the following policy will be in effect regarding workers' compensation illnesses or injuries.

The City of Anamosa, has designated the Jones Regional Medical Center, located at 1791 Hwy. 64 East, Anamosa, Iowa 52205 as its workers' compensation authorized treating physician/clinic as provided by law under Chapter 85.39 of the *Code of Iowa*. Employees with a work-related illness or injury will be required to have their initial evaluation with this physician/clinic. (Note: If the accident is an emergency the injury will be treated at the nearest medical clinic.) If appropriate, and with prior approval from the City Clerk or Administrator the physician/clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless referred by the authorized treating physician/clinic.

11.10 ON-THE-JOB INJURY OR ILLNESS

Work absences caused by on-the-job injuries and illnesses, including medical expenses caused by the same, are compensated as provided by Iowa law. If an employee becomes injured or has an accident while performing his/her job, the employee must notify his/her supervisor immediately and complete all required forms with the employee's supervisor within 24 hours.

An employee's failure to promptly report a job-related injury or illness may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness.

Upon notification by an employee, the employee's supervisor will promptly notify the department head and the City Administrator or designee to arrange authorized treatment.

Employees injured on the job are not permitted to seek immediate treatment on their own (i.e., without contacting their supervisor), except when an injury/illness appears to be life-threatening and there is not time or opportunity to contact the supervisor to arrange care.

Following a work-related injury, employees may be required to return to work within the restrictions set out by the authorized medical provider. If appropriate, light duty work may be assigned. An employee's failure to report for reasonably suited light duty work offered by the City is grounds for termination of employment and may result in denial of workers' compensation benefits. **For details, please see Temporary Alternate Duty (TAD) Program, set forth in the City's Safety Manual, Addendum A.**

Employees must follow the authorized medical provider's orders at and away from work. Each employee's recovery will be monitored until the employee returns to full duty.

Generally, an employee who is eligible for workers' compensation may use sick leave for scheduled workdays lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days, the insurance carrier will then pay for the first three days following the illness or injury and the City will recover any overpayment of benefits as an offset against future benefits owed, if any. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time upon request. The City will then compensate the employee for the difference between his/her workers' compensation payment and the available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation or compensatory time will be reduced accordingly.

A workers' compensation absence may constitute a leave covered by the Family and Medical Leave Act (FMLA). Workers' compensation leaves will run concurrently with applicable Family and Medical Leave Act leaves in cases where a temporary light duty assignment is not available, where (due to restrictions issued by a healthcare provider) a temporary light duty assignment is not appropriate, or where the employee has refused a temporary light duty assignment.

11.11 RETURN TO WORK POLICY

A doctor's release form shall be required prior to return to duty if the employee was or currently is under a doctor's care; or restrictions were placed upon an employee by a doctor which would affect that employee's ability to carry out their job-related duties and responsibilities. All employees returning to duty after taking leave for an injury, whether related to the job or not, must provide a doctor's release.

11.12 RETURN TO WORK PROGRAM

It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

- A. The City of Anamosa may provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work may be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.
- B. The City of Anamosa will make reasonable accommodations for a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.
- C. The feasibility of reasonable accommodations shall be determined on a case-by-case basis, taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.
- D. Objectives:
 - 1. To return employees who were injured on the job back to work as soon as possible, if there is not significant risk of substantial harm to themselves and others.
 - 2. To minimize financial hardship and emotional stress on the employee who has sustained a work-related injury.
 - 3. To assist employees in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
 - 4. To retain qualified and experienced employees.
 - 5. To reduce the cost of disability benefit programs.
- E. Temporary Alternate Duty (TAD):
 - 1. The purpose of TAD is to provide temporary work, within medical restrictions, for employees injured on the job. It is defined as modified duties or hours assigned to a worker. TAD is assigned when the physician indicates the employee can return to work but is not yet physically capable of handling the entire job duties normally assigned, and the work-related injury has not reached maximum medical improvement.
 - 2. TAD may be available with medical prognosis indicating that the employee is expected to return to full duty following a course of medical treatments. If an alternate duty position is available an injured employee must be provided with TAD as soon as medically feasible. TAD should be consistent with the employee's physical/mental abilities.
 - 3. Employees in TAD capacity will continue to receive the salary and benefits of his/her job classification. They will be proportionately adjusted in the case of part-time work. The status of the TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD does not normally exceed three months.
 - 4. TAD Procedures:

The department head or workers' compensation designee:

- 1) Informs designated physician about the TAD program and provides a copy of the injured employee's job description to physician.
- 2) Informs the injured employee about the TAD program.
- 3) Informs workers' compensation adjuster of the employee's availability to the TAD program.
- 4) Obtains information regarding medical condition of the employee from the physician(s).

Employee's supervisor, along with workers' compensation designee:

- 1) Develops work assignments on a case-by-case basis, if available, adjusting to medical restrictions.
- 2) Develops appropriate TAD assignments and monitors on-going medical and work adjustments.
- 3) May meet with the injured employee to review TAD status.

Employee:

- 1) Reviews and signs *Appendix A* of the Return to Work Program Statement of Acknowledgment.
- 2) When the physician has determined that maximum medical improvement has been reached and the employee is able to perform the essential duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
- 3) When the physician has determined that maximum medical improvement has been reached and the employee is unable to perform the essential duties of his/her job with or without reasonable accommodations, the employee may be assigned to a Ninety (90) Day Modified Duty Assignment.
 - a. An employee assigned to a Modified Duty Assignment will report to his/her regular department. The employee shall be assigned to do assignments that he/she is able to do under the restrictions that the physician has placed on the employee.
 - b. Employees placed on Ninety (90) Day Modified Duty Assignments shall continue to receive the salary and benefits of his/her regular job classifications.
 - c. In all such cases where an employee cannot fulfill the duties of the job with or without reasonable accommodations, the Benefits Coordinator will provide notices of any currently available jobs which may be suited to the employee's restrictions and for which the employee may be qualified and eligible pursuant to the terms of any relevant personnel policies and any applicable collective bargaining agreements.
 - d. If the employee cannot perform the essential functions of the employee's regular job with or without reasonable accommodations, and no alternative

job within the employee's restrictions is available (or becoming available in the near future) for which the employee is qualified and eligible, then the employee's employment status shall be determined in accordance with applicable law, any relevant personnel policies and any applicable collective bargaining agreements.

F. Permanent restriction resulting from personal injury/illness:

1. Employees who are off work due to personal injuries/illnesses may be required to complete functional capacity examinations before they can return to their former jobs. The cost of such examination will be paid for by the employer.

G. Responsibilities of the employee:

1. Determine appropriateness of a job assignment. An employee who is unable to return to work without restriction is responsible for keeping his department head (or the department head designee) informed of the status of the employee's medical condition.
2. If the employee rejects any assignment which is compatible with medical restrictions, the employee shall not be compensated by the City of Anamosa, or the City of Anamosa's workers' compensation carrier, with temporary, partial, temporary total or healing period benefits during the period of refusal (*Code of Iowa*, Section 85.53)

CITY OF ANAMOSA
ACKNOWLEDGMENT

I, _____, an employee of the City of Anamosa, hereby certify that I received the City of Anamosa Employee Handbook, Revised in June 2020, and completed reading said Handbook on the date following my signature below.

I understand that all employees of the City are subject to, and shall comply with, all rules, policies and procedures contained in the Employee Handbook.

Lack of knowledge of the rules, policies and procedures will not be considered an excuse for non-compliance and it is with this understanding that I read all of the contents of this Employee Handbook and will read newsletters, payroll inserts and departmental bulletin board postings to stay current with policies and other notices to employees. I understand failure to comply with any of the work rules, policies or procedures may result in discipline, up to and including discharge.

If a particular City rule, policy or procedure conflicts with the collective bargaining agreement, the collective bargaining unit agreement will prevail.

Employee's Signature

Date

Appendix A – To be Used with TAD Program

To:

From: City of Anamosa

Date:

Re: Offer of Temporary Alternate Duty (Light Duty)

This serves as an offer of Temporary Alternate Duty (TAD) pursuant to Iowa Code Section 85.33(3)(b) from your employer. Specifically, the City is offering you work as [title of job], which entails you doing the following [brief description of work and include written job description if available]. [If this job requires lodging, meals or transportation, please insert that information to communicate to the employee here.] This work required of you in this temporary position is within your stated work restrictions, as determined by your treating physician, Dr. _____ and is therefore deemed suitable under Iowa law.

If you refuse this offer of transitional work, you must communicate your refusal and the reason for your refusal to your employer in writing, including whether your refusal is based on your assertion that the work is or is not suitable. During any period of refusal, you will not be compensated with temporary total, temporary partial, or healing period benefits, unless the work refused is not suitable.

If you have any questions regarding this offer of work, please contact [employer representative offering work] at [contact information].

If you accept this offer of work, please sign the acceptance below. If you refuse this offer of work, please sign the refusal on the attached page. Please respond to this offer of work within seven (7) days of the date of this offer.

I, _____, accept my employer's offer of work as described in the offer above. I understand I must follow my restrictions as stated by my doctor during my period of TAD and that failure to do so may lead to disciplinary action up to and including termination.

Signature

Printed Name

Date

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____ Printed Name _____

Date

RESOLUTION NO. 2021-

RESOLUTION AMENDING THE DOWNTOWN TASK FORCE

WHEREAS, the City of Anamosa has a need for revitalization in the downtown district;
and

WHEREAS, the City of Anamosa has contracted with the Iowa Economic Development Authority (IEDA) to conduct a downtown assessment; and

WHEREAS, the final report from the IEDA downtown assessment team included many recommendations; and

WHEREAS, a dedicated task force will be necessary for the efficient and effective implementation of recommendations from the IEDA downtown assessment team, as well as, other downtown improvement initiatives;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anamosa, in Jones County, Iowa, as follows:

Section 1. The Downtown Task Force (hereinafter referred to as “The Task Force”) is created to oversee the downtown improvement initiatives, including but not limited to, those recommended by the IEDA downtown assessment team.

Section 2. The Task Force will be composed of the City Administrator, the Director of Jones County Economic Development, the Director of the Anamosa Chamber of Commerce, and an elected official from the City of Anamosa appointed by the Anamosa City Council. Additionally three (3) other members will be appointed to the Task Force by a majority of the four other members.

Section 3. The Task Force will have broad authority to conceptualize, develop, and implement improvements in the downtown district, however, projects requiring City funding not previously authorized by the City Council, will require the approval of the City Council.

Section 4. A meeting of the task force will require at least four (4) of the seven (7) members to be present. Decisions of the Task Force must be made by a majority vote of the Task Force members. The Task Force may create sub-committees for specific projects or concepts, but final approval for action will require a vote of the Task Force.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Councilmember _____ introduced the foregoing Resolution No. 2021- and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

<i>Council Member</i>	<i>Voting Aye</i>	<i>Voting Nay</i>	<i>Absent</i>
Crump, Rich			
Smith, Kay			
Machart, John			
Zumbach, Alan			
Stout, Jeff			
Capron, Galen			

Passed and approved May 24, 2021.

Rod Smith, Mayor
City of Anamosa

Attest:

Beth Brincks, Anamosa City Clerk

May 13, 2021

Roger and Roxanne Dunyon
1000 E 2nd Street
Anamosa, IA 52205

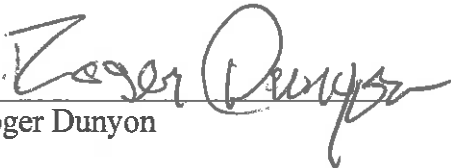
Honorable Mayor and City Council:


We are interested in purchasing the City alley that runs on the east side of our property located at 1000 E. 2nd Street. We have attached a map of the area we are interested in purchasing.

We have been in contact with our neighbor, Rick Ketelsen and he also has expressed an interest in purchasing the section of alley abutting his property. Unfortunately, we have been unsuccessful in reaching our neighbor to the east for their interest.

We appreciate your consideration.

Regards,


Roger Dunyon


Roxanne Dunyon



Overview



Legend

Parcels

 Parcels

 Structures on Lease
Land

 Cartography

 Major Roads

 Road Centerline

Parcel ID	0911203005	Alternate ID	068200	Owner Address	DUNYON, ROXANNE M & ROGER B
Sec/Twp/Rng	n/a	Class	R		1000 E 2ND STREET
Property Address	1000 E 2ND ST ANAMOSA	Acreage	n/a		ANAMOSA, IA 52205
District	ANACO				
Brief Tax Description	S & S S. HILL S 80' LOTS 6 & 7, BLK 2				
	(Note: Not to be used on legal documents)				

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 5/13/2021

Last Data Uploaded: 5/12/2021 5:51:30 PM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION NO. 2021-

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR FULL TIME
WASTEWATER OPERATOR FOR THE FISCAL YEAR ENDING JUNE 30, 2021***

WHEREAS, the City Council regularly approves the hiring of new staff; and

WHEREAS, one of the Wastewater Operator positions is currently vacant; and

WHEREAS, this position was posted at City Hall for the required 10 days; and

WHEREAS, the Wastewater Superintendent is recommending the candidate below for the position of Wastewater Trainee; and

WHEREAS, such recommendation is now forwarded onto the City Council for their review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following hire be approved with an effective date of June 1, 2021:

Position	Employee Name	Hourly Wage
Wastewater Trainee (Until Grade I Wastewater Operator certification received)	Kyle Dochterman	\$17.34 (After receipt of Grade I Wastewater Operator certification rate will increase \$3.00)

Councilmember _____ introduced the foregoing **Resolution No. 2021-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 24th day of May, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

City of Anamosa - Job Description

Full-Time

Identification

Position Title	Deputy Treasurer/Central Filing Clerk
Department	Administration
Immediate Supervisor	City Administrator/Clerk

Job Summary

Under the direct supervision of the City Administrator/Clerk. Responsible for processing accounts payable and maintaining all vendor records. Deal with the public, employees and vendors directly and via telephone. Oversee the central filing system and perform record keeping duties as directed. Process and work with confidential information and record keeping.

Essential Job Duties and Responsibilities

Accounts Payable:

- Sort/review/prepare all invoices to be processed-match to statements.
- Maintenance of vendors and entry of new vendors into system.
- Enter invoices into accounting software (Council, Library, Consumer Deposit Refunds, and Manual Checks).
- Upon approval, process checks by matching invoice to check, ensuring accuracy, stamp invoices paid and file in current FY Accounts Payable Files.
- Maintain current and previous FY Accounts Payable Files, to include yearend disposal and archival procedures.
- Scan Accounts Payable Journals into electronic file system, maintaining paper copy for one year.
- Mail/process W-9 TIN forms.
- Prepare bi-monthly Accounts Payable paid claims report for City Council meeting packet and newspaper publication.

Accounts Receivable:

- Process payments as received. Examples include interest, property tax, LOST, RUT, and others.
- Generate invoices as needed.

Other Financial Duties:

- Monthly reconciliation reports.
- Open/sort/disburse mail for accounts payable.
- Assist City Administrator/Clerk in special projects such as reporting, research, budget, and year-end close out.
- Reconcile petty cash as needed.

Payroll:

- Backup for payroll.
- Create a wage spreadsheet every January in excel for reporting purposes and in word for publication in newspaper.

Cemetery Records:

- Provide back up for Cemetery records and burial requests.

License & Permits: Cigarette and Liquor

- Distribute applications/billings for license & permit renewals.
- Prepare/distribute licenses & permits.
- Process license & permit receipts.
- Maintain records & files of all businesses subject to license & permit fees.
- Maintain records of violations, and transmit all documents pertaining to the disposition of these violations to the proper State Authorities.
- Provide information upon request.

Miscellaneous Duties:

- Assist with the set-up, rules creation and oversee the maintenance of the central filing system and records retention.
- Assist with the setting up of standard operating procedures for the Administration Department.
- Maintain Proofs of Publication to be filed and scanned to digital document storage.
- Cover/Assist in Utility Billing office when necessary.
- Provide customer service via telephone, mail or directly, by furnishing requested information or, if necessary, by transferring to appropriate staff member or office.
- Provide internal support to City Administrator/Clerk and various departments within the City.
- Perform general clerical duties to include: photocopying, scanning, faxing, mailing and filing.
- Assist with website maintenance and social media posts.
- Prepare the agenda, attend meetings and record minutes in the absence of the City Clerk.

Physical and Environmental Conditions

Ability to transport self from building to building and to attend various functions and meetings at other sites either within or outside of the City.

The physical demands and work environment conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job and are encountered while performing those essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk and hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to walk or stand. Specific vision abilities required by this job include close vision.

The noise level in the work environment is usually moderate

Required Education, Experience, and Certification

- Must have high school diploma or equivalency.
- Must have a valid Iowa driver's license.
- Post high school education or experience in accounting.
- At least 5 years of employment experience in a similar position within the public or private sector.

- Knowledge of the principles of bookkeeping, accounting and auditing.
- Ability to compile and analyze financial reports.
- Must have knowledge and experience of office procedures and practices.
- Must be able to work with confidential information.
- Must have experience and good working knowledge of Microsoft Word and Excel or comparable. Experience with Microsoft Office Professional would be a plus.
- Knowledge and experience with office procedures and practices (i.e. filing, letter writing, time management, etc.)
- Must have the ability to speak and write effectively, and to establish effective working relationships with the public and fellow employees.
- Must be able to attend evening meetings.
- Must be well organized and manage time and work schedules.
- Shall be bondable
- Shall be or become a Certified Municipal Clerk and Finance officer.

Residency Requirement

Residency within Jones County is preferred but not required.

Pay range: \$18.00 to \$22.00

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

Class Beer/Liquor
Sunday: Yes No
New/Renewal/Amended
Circle Appropriate Info.

NAME OF APPLICANT: Hot Shots Bar & Grill Inc.

TRADE NAME (DBA): Hot Shots

STREET ADDRESS: 101 E main St Anamosa, Ia 52205

PHONE (BUSINESS): 319-462-9913 **HOME (OR CELL):**

The undersigned have by the signatures of the officials noted below, certify that the above mentioned structure conforms to all laws within the jurisdictional limits of enforcement of said officials and may receive approval of this application.

ANAMOSA POLICE DEPARTMENT

The above named applicant(s) is approved by this department to have a beer and/or liquor license at the above location.


Police Chief

05/12/21
Date

Leave form at City Hall after Fire and Health signatures are complete

ANAMOSA FIRE DEPARTMENT: Fire Inspection Fee -- \$35.00, includes two inspections. Each inspection after that will be \$25 each. (Make check out to: City of Anamosa)


Fire Chief (or designee)

5-7-21
Date

Phone: 319-462-4434 for appointment

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

The above mentioned structure and business is in compliance with the Jones County Board of Health Regulations.


Jones County Environmental Health Official

5-5-21
Date

Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall for the Council Meeting

CITY OF ANAMOSA

Payments for Approval at May 24, 2021 Council Meeting

May Library Vouchers

Date Issued	Warrant	In Favor of	Check Amount	Description
5/17/2021	66977	AMAZON	146.42	DVDS
5/17/2021	66978	BAKER & TAYLOR	813.30	BOOKS
			645.44-	CREDIT
TOTAL **	66978		167.86	
5/17/2021	66979	EDWARDS SANITATION	33.50	JUNE/JULY TRASH
5/17/2021	66980	LEAF	96.00	MONTHLY COPIER LEASE
5/17/2021	66981	MIDWEST TAPE	93.23	DIGITAL MATERIALS
5/17/2021	66982	MINGER MOWING & LANDSCAPE, INC	73.50	FERTILIZER
5/17/2021	66983	SWANK MOVIE LICENSING USA	119.00	ANNUAL PERFORMANCE LIC
5/17/2021	66984	VISA	380.95	BUTTON MAKER
5/17/2021	66985	WALMART COMMUNITY BRC	3.47	HANDSOAP
			42.13	MAY ACTIVITY BAGS
TOTAL **	66985		45.60	
5/17/2021	66986	WOODWARD COMMUNITY MEDIA	132.00	PROGRAM ADS
			1,288.06	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	1,194.83
09	LOCAL OPTION TAX	93.23
TOTAL ALL FUNDS		1,288.06

May 24, 2021 Council Vouchers

Date Issued	Warrant	In Favor of	Check Amount	Description
5/24/2021	67046	AGVANTAGE FS, INC	678.85	DIESEL
5/24/2021	67047	ALL CLEAR WINDOW CLEANING INC	71.97	WINDOW CLEANING
5/24/2021	67048	AMAZON	585.25	MEDICAL GLOVES
5/24/2021	67049	AMAZON CAPITAL SERVICES	85.57	OFFICE SUPPLIES
			32.87	CALENDAR AND TIMERS
			51.00	THERMAL PAPER
TOTAL **	67049		169.44	
5/24/2021	67050	AVENU	3,652.59	APRIL SOFTWARE MAINT
5/24/2021	67051	BANOWETZ LUMBER COMPANY INC	175.00	STEPLADDER

5/24/2021	67052	BARRON MOTOR SUPPLY	124.50	BATTERT
			109.50	SIMPLICTY DSL MWR PARTS
TOTAL **	67052		234.00	
5/24/2021	67053	BLACK HILLS ENERGY	150.56	POLICE 1ST STREET
			140.50	POLICE FORD
			125.04	FD
			145.66	STREETS
			104.82	CITY HALL
			169.97	LCC
			31.48	POOL
			137.67	WATER
TOTAL **	67053		1,005.70	
5/24/2021	67054	BROWN SUPPLY CO., INC.	20.00	GASKET
5/24/2021	67055	CENTURYLINK	66.04	STREETS
5/24/2021	67056	CHAPMAN/CYNTHIA	4.93	WATER PYMT REFUND
			4.94	SEWER PYMT REFUND
TOTAL **	67056		9.87	
5/24/2021	67057	CHEM RIGHT LABORATORIES INC	85.00	MAY BACTERIA TESTING
5/24/2021	67058	CHEMSEARCH	150.00	ECOSTORM
5/24/2021	67059	CR LC SOLID WASTE AGENCY	54.24	DEBRIS DISPOSAL
5/24/2021	67060	CUTTING EDGE GRAPHICS	782.00	YOUTH SOCCER SHIRTS 157
5/24/2021	67061	DIGITAL ALLEY, INC	660.00	CAMERAS CABLES
5/24/2021	67062	ECICOG	712.50	CDBG DTOWN REVITAL
5/24/2021	67063	ELAN-CARDMEMBER SERVICE	29.98	MEETING SOFTWARE
5/24/2021	67064	ESRI	2,602.00	GIS LICENSE
5/24/2021	67065	FAREWAY STORES, INC.	11.48	WATER COFFEE
5/24/2021	67066	FIRST/KEITH	7.59	WATER PYMT REFUND
			7.59	SEWER PYMT REFUND
TOTAL **	67066		15.18	
5/24/2021	67067	FREY, HAUF, & CURRENT, PLC	141.60	IPL REAL ESTATE PURCHASE
5/24/2021	67068	GAZETTE COMMUNICATIONS, INC.	199.00	CLERK AD
5/24/2021	67069	GRAYBILL ELECTRONICS	470.00	LED SPOTLIGHT INSTALL
5/24/2021	67070	HOWARD R GREEN	14,945.00	SYCAMORE ST PRJT
5/24/2021	67071	INTOXIMETERS, INC.	115.00	DRYGAS
5/24/2021	67072	IOWA LEAGUE OF CITIES	50.00	GRAND FINDER RENEWAL
5/24/2021	67073	IOWA PRISON INDUSTRIES	450.00	ALEXANDER SOFA

5/24/2021	67074	JOHN DEERE FINANCIAL	2.99	HOSE ACCESSORY
			20.56	EYEBOLT
			106.80	MOWER FILTERS
			141.93	CHAIN SAW CHAINS
			183.94	BATTERIES RAGS
TOTAL **	67074		456.22	
5/24/2021	67075	JONES COUNTY ENGINEER	2,274.47	TRAFFIC PAINT
5/24/2021	67076	JONES COUNTY SOLID WASTE MGMT	15.40	CEILING TILE DISPOSAL
5/24/2021	67077	KIECK'S	499.95	3 JACKETS
			47.40	UNDERBELT
			330.00	2 JACKETS
TOTAL **	67077		877.35	
5/24/2021	67078	KIRKWOOD COMMUNITY COLLEGE	7.00	KUNKEL CPR RECERT
5/24/2021	67079	LAWSON PRODUCTS, INC.	258.55	PARTS
5/24/2021	67080	LOU'S GLOVES	438.00	DISPOSABLE GLOVES
5/24/2021	67081	LYNCH DALLAS, P.C.	3,686.50	GENERAL LEGAL
			577.50	REAL ESTATE
			304.50	POLICE PROSECUTION
			14.50	NUISANCE
			214.50	HUMAN RESOURCES
TOTAL **	67081		4,797.50	
5/24/2021	67082	MAQUOKETA VALLEY ELECTRIC COOP	51.34	INDUSTRIAL PARK LIGHTS
			139.85	WATER INTERNET
TOTAL **	67082		191.19	
5/24/2021	67083	MCCLEARY/CHAD	2,737.00	TESTING
5/24/2021	67084	MEDIACOM	83.02	FD
			148.98	MODEM ONLINE SERVICES
			74.49	CABLE INTERNET
TOTAL **	67084		306.49	
5/24/2021	67085	MENARDS	96.69	HAND SANITIZER
			372.14	FRONT DESK RENO SUPPLIES
TOTAL **	67085		468.83	
5/24/2021	67086	MICHAELS CLOTHING	10.00	JACKET PATCHES
5/24/2021	67087	MID-IOWA SOLID WASTE	81.32	SWITCH DUMP DOOR CAB
5/24/2021	67088	MUNICIPAL SUPPLY, INC.	1,040.00	IPERL METERS 8
			3,178.00	OMNI METERS 2

			15.52	8 BRASS HEX NUTS
			17.04	8 HEAD BOLTS
			313.40	4 BRONZE FLANGE
			1,040.00	8 10CF METERS
			25.00	100 RUBBER GASKETS
TOTAL **	67088		5,628.96	
5/24/2021	67089	PLUNKETT'S PEST CONTROL	55.16	PEST CONTROL
5/24/2021	67090	QC ANALYTICAL SERVICES LLC	86.00	GROSS ALPHA TESTING
5/24/2021	67091	RECREATIONAL MOTOR SPORTS	19.20	SPARK PLUGS FILTERS
			256.83	LABOR CLEAN HEAD PARTS
			25.11	OIL FILTER MUFFLER GASK
TOTAL **	67091		301.14	
5/24/2021	67092	SADLER POWER TRAIN	369.68	2 AMBER LED LIGHT BARS
			184.84	AMBER LED MINI LIGHT BAR
			137.83	HALO AMBER 8 LED BAR
TOTAL **	67092		692.35	
5/24/2021	67093	SHIVE-HATTERY	15,850.00	FIRE STATION DESIGN
5/24/2021	67094	SIRCHIE FINGER PRINT LAB	116.41	11 METH KITS
5/24/2021	67095	STOREY KENWORTHY	150.94	OFFICE SUPPLIES
5/24/2021	67096	TRANSWORLD NETWORK, CORP	6.34	PD
			57.63	CH
			18.11	LCC
			2.46	STREETS
			1.23	FD
			1.23	POOL
			2.46	WATER DEPT
			1.23	WWTP
TOTAL **	67096		90.69	
5/24/2021	67097	TYLER TECHNOLOGIES, INC	3,360.00	PARALLEL PAYROLL
			840.00	CUTOVER PLAN BUDGT BAL
TOTAL **	67097		4,200.00	
5/24/2021	67098	WALMART COMMUNITY BRC	183.94	CABLES ROUTER
			11.46	FILTERS COFFEE
			363.86	PRINTER INK OFFICE SPLY
			33.66	TOILET SEAT MOPHEAD DPAD
TOTAL **	67098		592.92	

5/24/2021	67099	WEBER STONE COMPANY	218.50	BLACK DIRT TOP SOIL
5/24/2021	67100	WELTER STORAGE EQUIPMENT CO.	365.00	PALLET JACK
			69,409.08	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	15,964.86
06	ROAD USE TAX FUND	4,592.47
09	LOCAL OPTION TAX	18,648.93
51	WATER FUND	7,282.46
52	WASTEWATER FUND	6,357.86
73	DOWNTOWN REVITALIZATION PROG	712.50
74	CITY BUILDING PROJECTS	15,850.00
TOTAL	ALL FUNDS	69,409.08