



CITY OF
OTTUMWA

****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 21
Council Chambers, City Hall

August 1, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 19 on July 17, 2023 and Regular Meeting No. 20 on July 18, 2023 as presented.
2. Recommend re-appointment of Landon Allen to the Parks Advisory Board, term to expire 8/16/2028.
3. Civil Service Commission Eligibility Lists for July 19, 2023: Firefighter Entrance.
4. Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's #1678 (346 Richmond Ave.).
5. Beer and/or liquor applications for: Elks – Ottumwa Lodge #347, 413 South Iowa Ave; Wal-Mart Supercenter #1285, 1940 Venture Drive; **Owl's Nest, 116 S. Court, Outdoor Service Area for event on 8/12/2023; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the rebid with new scope of work for the City Hall Improvements Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 119-2023, approving the plans, specifications, form of contract and estimated cost for the City Hall Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 119-2023.

2. This is the time, place and date set for a public hearing on the matter of the proposed reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A, of the City of Ottumwa, Iowa.
 - A. Resolution No. 121-2023, ratifying, confirming and approving publication of notice of Public Hearing for the Reallocation of Not to exceed \$700,000 General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 121-2023.

- B. Open the public hearing.
- C. Close the public hearing.
- D. Resolution No. 122-2023, instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 122-2023.

G. ORDINANCES:

1. Ordinance No. 3215-2023, amending the Municipal Code of the City of Ottumwa, Iowa by repealing and replacing Sections 2-30 and 2-58 of Chapter 2 for the purpose of increasing compensation of the Mayor and City Council Members.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3215-2023.

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

I. RESOLUTIONS:

1. Resolution No. 120-2023, approving a Right-of-Way Agreement between the City of Ottumwa and Citizens Mutual Telephone Cooperative (CMTC) and authorize the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 120-2023.

2. Resolution No. 123-2023, approve the Leasing Agreement between GOVTEMPUSA, LLC and the City of Ottumwa for the Provision of Finance Consultation Services.

RECOMMENDATION: Pass and adopt Resolution No. 123-2023.

3. Resolution No. 124-2023, designating a portion of Minerva Avenue with the Honorary Name – Trevor’s Way.

RECOMMENDATION: Pass and adopt Resolution No. 124-2023.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

Recess – Council will reconvene in Room 108 for closed session proceedings.

Regular Meeting No. 21
Room 108, City Hall

August 1, 2023
6:00 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation and his employment contract.
2. Return to open session for any related action and/or to adjourn.

ADJOURN

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

**AMENDED – Added liquor license OSA.



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/31/2023 TIME: 3:45 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: AMENDED Agenda for the Regular City Council Meeting #21 to be held on 8/01/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3452
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----

TRANSACTION OK 916416847834
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ERROR 916416828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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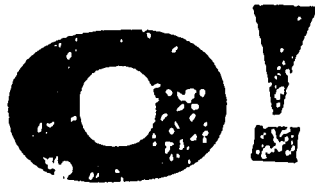
FAX NO: 641-683-0613 PHONE NO: 641-683-0620

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*** TX REPORT ***

JOB NO. 3452
DEPT. ID 4717
ST. TIME 07/31 15:42
SHEETS 4
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OTTUMWA CITY COUNCIL

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Council Chambers, City Hall

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1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation and his employment contract.
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DATE: 7/28/2023 TIME: 4:45 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #21 to be held on 8/1/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3447
DEPT. ID 4717
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MEMO: Tentative Agenda for the Regular City Council Meeting #21 to be held on 8/1/2023 at 5:30 P.M.

*** TX REPORT ***

JOB NO.	3447	
DEPT. ID	4717	
ST. TIME	07/28 16:49	
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #21 to be held on 8/1/2023 at 5:30 P.M.

6510201

The undersigned hereby requests a Closed Session of the Ottumwa City Council on August 1, 2023, pursuant to Code of Iowa §21.5(1)(i) "to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injuring to that individual's reputation and that individual requests a closed session."

Signature: Philip Rath

Name (printed): Philip Rath

Date: 7/24/2023

SPECIAL MEETING NO. 19
Room 108, City Hall

July 17, 2023
4:30 O'Clock P.M.

The meeting was called to order at 4:31 P.M.

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

Also in attendance: City Admin. Rath, HR Dir. Codjoe, Dir. of Airport Operations Wheaton, Finance Dir. Nisar, Police Chief Farrington, Interim PW Dir. Burgmeier.

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

Rath gave the floor to Codjoe to discuss Compensation Handbook – including the Compensation Philosophy & Classification & Compensation Admin. Guidelines. Classification Structure, Classification Framework, Salary Schedule, Position Description Questionnaire (PDQ), Job Analysis Request.

As a City, we strive to be at the 75%; which will serve as the anchor/midpoint for City salaries. This will correlate with step seven on the pay grid; what we discovered through the Gallagher study was our starting salaries for most positions were right where they needed to be. Movement through ranges will be based upon tenure following the admin. guidelines. Employees will start at step one and move up annually on his/her anniversary date through step seven; after step seven, movements are every three yrs. up to 13 total steps.

If the City desires to transition to a merit based system, we would need to develop an employee evaluation process and train our mgmt. on how to implement. This also needs to be negotiated with the unions.

Recommend using the Midwest CPI that is distributed by the Iowa League of Cities to aid with adjusting COLA increases annually.

Rath clarified that if Council's desire is to move to all merit based; the current pay structure would need to be redeveloped along with an evaluation process.

Fire is the only dept. that steps don't coincide with the revised grid.

Galloway inquired on bilingual pay and Codjoe stated it is not included in the recommendations from Gallagher because it is not prevalent in the state of IA. Galloway believes we could be on the forefront of this; a great way to diversify our workforce.

Gallagher is currently working on making standardized job descriptions for all positions based upon PDQ submissions from the City.

Codjoe continued; we do not have enough room in our FY23/24 budget to include all of the personnel increases as presented; we can do it in a phased approach. For anyone that is receiving an increase of \$5,000 or less; his/her pay rate will be adjusted on 7/1/2023. Anyone that will receive an increase over \$5,000 will see a phased approach; s/he will receive 25% of the total increase 7/1/2023; another 25% on January 1, 2024 and then the remaining 50% on 7/1/2024 in order to have enough funds to cover all of the changes. We did account for this in our submitted FY23/24 budget.

Council questioned if we implement all of these pay rate changes, can we sustain and maintain them going forward?

Roe stated we don't have a review policy nor a succession planning policy; we need to have these in place in order to allow for these platforms to work. We don't have a formal review structure. This has been something we've discussed every single year; we need to make it happen.


Rath stated this is why we are increasing the HR Dept. to begin piecing all things together and getting policies in place in order to transition to where we need to be and improve processes.

This item is on the table so whenever Council is ready to take action, it is at your discretion when to remove it from the table.

There being no further discussion, Roe moved, seconded by Galloway that the mtg. adjourn. All ayes.

Adjournment was at 5:50 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 7/27/2023.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 20
Council Chambers, City Hall

July 18, 2023
5:30 O'Clock P.M.

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

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

McAntire moved, seconded by Galloway to approve consent agenda items: Mins. from Regular Mtg. No. 18 on July 11, 2023 as presented; Civil Service Comm. Elig. Lists for July 6, 2023: PW Equip. Operator Ent. All ayes.

Roe moved, seconded by McAntire to approve agenda as presented with removal of both items from the table. Res No. 114-2023 and Res No. 115-2023 will be presented at the end of the mtg. All ayes.

City Admin. Rath reported a special work session was last night in Room 108 to provide an opportunity for council and staff to work through some items up for action, where we don't normally include public comment; special mtgs. follow the same structure as our regular mtgs. and will be more focused on one or two topics. Council will not take any action during a work session.

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

Roe moved, seconded by Galloway to approve applications to Wapello County Found. for funding for an automatic pool vacuum for the Beach (\$6,600) and (\$60,000) for playground equip. for Ottumwa Park campground. All ayes.

Galloway moved, seconded by McAntire to receive presentation from Ottumwa Comm. School District (OCSD) regarding construction of tennis court alternatives.

Mike McGrory, Superintendent; Landon Allen, Dir. of Tech. and Dave Harper, Exec. Dir. of HR & Operations/Principal all presented for OCSD. Recommend alternate location (Center Ave.) with OCSD taking over responsibility of managing bidding process and overseeing construction of tennis courts. OCSD is willing to take on the responsibility of maintaining the tennis courts. Create a campus like atmosphere that ties locations together – Schafer, Tennis Courts, OHS, Competition Gym. Neighborhood revitalization as tennis courts will contribute to improving public facilities and enhancing aesthetics of the lot. Expand parking area and installation of lighting to ensure safety and security. Aggressive timeline looks at starting now with hopes of completion Spring 2024. Still looking at partnership for funding: City \$750,000, OCSD \$750,000 and Friends of Ottumwa Parks \$650-750,000.

Members of Friends of Ottumwa Parks: Bob Kramer, Blaire Siems, Marc Hanson and Mark Garner shared thoughts on fundraising and how installation of the courts will allow the City to host events and bring business to the City.

Rath reported due to change in the law, the City would need to hold a public hearing on the auth. of a Loan Agt. and issuance of Gen. Obligation Capital Loan Notes, to the amt. of not to exceed \$700,000 as Auth. by Sections 384.24A and 384.26 of the Code of IA, for the purpose of providing funds to pay costs of carrying out general corporate purpose projects. This would be a change from the original ask of \$750,000 as we would need to reclassify the bonds.

Galloway moved, seconded by Roe to hold a public hearing Aug. 1, 2023 to keep the process moving and allow some time to consider the request from OCSD. All ayes.

Roe moved, seconded by Galloway that Res. No. 108-2023, approving Change Order No. 2 for Pawnee Dr. Reconstruction Project, be passed and adopted. Interim PW Dir. Burgmeier reported CO#2 increases contract by \$51,632.03; total contract sum \$1,291,143.03. All ayes.

Roe moved, seconded by McAntire that Res. No. 114-2023, approving Compensation Handbook as presented and make it a part of current employee handbook, be passed and adopted. HR Dir. Codjoe reported we factored in percentages to our FY23/24 budget to act as a placeholder for this finalized data. We will have to incorporate some of the increases in a phased approach. Anyone that receives an increase of \$5,000 or less; his/her pay rate will be adjusted on 7/1/2023. Anyone that receives an increase over \$5,000 will see a phased approach; s/he will receive 25% of the total increase 7/1/2023; another 25% on January 1, 2024 and then the remaining 50% on 7/1/2024 in order to spread the changes over multiple budgets. Council agrees to move forward with this; however, there are several components of policies that need to become priority in creating and getting implemented as they are a part of this new Compensation Handbook and Guidelines. All ayes.

Galloway moved, seconded by McAntire that Res. No. 115-2023, approving updates to Personnel Policy, be passed and adopted. Codjoe explained the changes outlined in this update include holiday, vacation and incentive accrual for Police Sgt. due to working 2184 hrs. annually. All ayes.

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

Galloway reminded citizens State Auditor Rob Sand will host townhall mtg. July 25, 2023 at Jimmy Jones Shelter (Greater Ottumwa Park).

Council recessed at 6:51 P.M.

Regular Meeting No. 20
Room 108, City Hall

July 18, 2023
6:00 O'Clock P.M.

Council reconvened at 7:00 P.M. in Room 108 for closed session proceedings.

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

Galloway moved, seconded by Hull to enter closed session in accordance with IA Code Section 21.5(1)(a). ("To review or discuss records which are required or auth. by state or federal law to be kept confidential or to be kept confidential as a condition for that government body's possession or continued receipt of federal funds.") for the purpose of reviewing "personal information in confidential personnel records of governmental bodies relating to identified or identifiable individuals who are officials, officers, or employees of the government bodies" in accordance with IA Code Section 22.7(11)(a). All ayes.

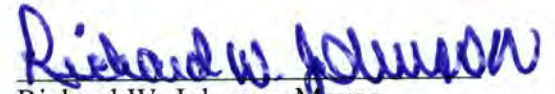
The meeting entered closed session at 7:02 P.M.

Roe moved, seconded by Hull to return to open session at 8:52 P.M. All ayes.


There being no further business, McAntire moved, seconded by Galloway that the mtg. adjourn. All ayes.

Adjournment was at 8:52 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 7/27/2023.



August 1, 2023

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Parks Advisory Board, term to expire 08/16/2028.

Landon Allen
31 Cambridge Court

OTTUMWA CIVIL SERVICE COMMISSION

FIREFIGHTER – Entrance Eligibility List

1. Daniel Oliver
2. Kaden Pollock

Certified July 19, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chair
Ann Youngman
Amy Gardner

received
7-21-23 11:30 AM

Item No. B.- 4.
Violation

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 1, 2023

Christina Reinhard *CJR*
Prepared By

Police
Department

Department Head

Peg Patt
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's #1678.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 2nd Violation with Casey's #1678 at 346 Richmond Avenue.

DISCUSSION: On May 26, 2023, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:
Casey's Marketing Company
d/b/a Casey's #1678
346 Richmond Ave.
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age. The violation occurred on May 26, 2023 and was adjudicated on June 7, 2023 and counts as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22.

On this 1st day of August, 2023, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned permittee and the City of Ottumwa.

It is therefore ordered that, pursuant to the Agreement, a civil penalty of a one thousand, five hundred dollar (\$1,500) fine be accepted for a violation that occurred on or about May 26, 2023. This sanction will count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

**ORDER ACCEPTING
ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT
2nd VIOLATION**

IN RE:

Casey's General Store #1678
346 Richmond Avenue
Ottumwa, Iowa 52501

Casey's Marketing Company
P.O. Box 3001
Ankeny, Iowa 50021-8045

Casey's General Store #1678
346 Richmond Avenue
Ottumwa, Iowa 52501

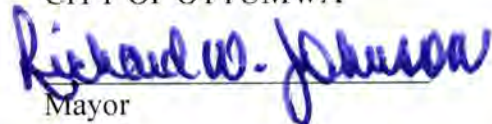
**ORDER ACCEPTING
ACKNOWLEDGEMENT /
SETTLEMENT AGREEMENT**

ON this 1st day of August, 2023, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

IT IS THEREFORE ORDERED that, pursuant to the Agreement, a civil penalty of a one thousand, five hundred dollar (\$1,500.00) fine be accepted for a violation that occurred on or about May 26, 2023. This sanction will count as a second violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(b).

IT IS FURTHER ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA


Mayor

ATTEST:


City Clerk



CITY OF
OTTUMWA

Sales Receipt

Date	Sale No.
7/17/2023	95025

Sold To
Casey's General Store PO Box 3001 Ankeny, Iowa 50021

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
399291	Check	

Item	Description	Amount
001-110-4765	Fines, Surcharge, Tobacco Penalty	1,500.00

	Total	\$1,500.00
--	--------------	------------

Phone: 641.683.0600
Fax: 641.683.0613
www.cityofottumwa.com

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
2nd VIOLATION**

IN RE:

Casey's General Store #1678
346 Richmond Avenue
Ottumwa, Iowa 52501

Casey's Marketing Company
P.O. Box 3001
Ankeny, Iowa 50021-8045

Casey's General Store #1678
346 Richmond Avenue
Ottumwa, Iowa 52501

**ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that the violation that occurred on May 26, 2023 and was adjudicated on June 7, 2023 will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) tobacco permit for 30 days, beginning on the date that will be specified in the official City of Ottumwa order that I will receive. I (We) understand that in order to conclude this matter the City Council must approve this settlement agreement.

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

(Check One)

- \$1,500.00 fine
- 30-day suspension of tobacco permit

PERMITTEE

DocuSigned by:
JM SKLADA

Signature

ASSISTANT GENERAL COUNSEL

Title

7/9/2023

Date

CITY OF OTTUMWA

Logan S. Brundage
Signature

Assistant City Atty
Title

July 12, 2023
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500.00 check made payable to the "City of Ottumwa" (if choice of penalty is fine) should be returned to:

**Logan S. Brundage, Assistant City Attorney
AHLERS & COONEY, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309**

02226302-1\10981-1000

received
7.25.23 3pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 1, 2023

Phillip Burgmeier
Prepared By

Engineering
Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #119-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the City Hall Improvements Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #119-2023.

DISCUSSION: The City of Ottumwa contracted with Willett Hofmann & Associates to evaluate the existing heating and cooling system currently utilized in City Hall and redesign the first floor to better accommodate the public and our employees.

Our current boiler system has been repaired numerous times and in need of replacement. The current system is thought to be 90 years old. The new HVAC system will include natural gas fueled hot water heating and VRF cooling with the ability for zone separation control. Additional benefits include the ability to introduce fresh air into the building as make up air.

The first floor remodeling will restore much of the original look and feel of the building. It will redefine the original public corridor which allows for flow and acoustical separation needed for professional development environments. The renovation will also address Code requirements for accessible means of egress by providing areas of refuge off of 2nd and 3rd floors for use in an emergency.

In order to meet the existing budget any work that wasn't necessary to remodel first floor or to install the new HVAC system was removed from the scope of work. The number of control zones were reduced and pipes rerouted to streamline construction. Bathroom remodels for 2nd and 3rd floors were taken out of the project.

Source of Funds: CIP, ARPA YR 1 & 2, Franchise Budgeted Item:

Budget Amendment Needed:

Bids will be received and opened by the City of Ottumwa on August 23, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on September 5, 2023, or at a later date as determined by staff.

Funding:

2022 Bond	\$ 700,000
ARPA Yr1	809,000
ARPA Yr2	1,321,788
<u>Franchise Fee</u>	<u>660,775</u>
Total	\$3,491,563

Source of Funds: CIP, ARPA YR 1 & 2, Franchise Budgeted Item:

Budget Amendment Needed:

RESOLUTION #119-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE CITY HALL IMPROVEMENTS PROJECT

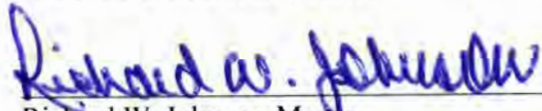
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 1st day of August, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Section 00010 Public Notice
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 7/27/23

Subscribed and sworn to before me, and in my presence, by the said 27th day of July, 2023



Notary Public

In and for Wapello County

Printer's fee \$34.73

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "City Hall Improvements Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 1st day of August, 2023, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: The major design features include a new HVAC system for the entire building and a complete first floor remodel. This HVAC system will include natural gas fueled hot water heating and VRF cooling with the ability for zone separation control. Additional benefits include the ability to introduce fresh air into the building as make up air. The first floor remodeling will restore much of the original look and feel of the building. It will redefine the original public corridor which allows for flow and acoustical separation needed for professional development environments. The renovation will also address Code requirements for accessible means of egress by providing areas of refuge off of 2nd and 3rd floors for use in an emergency. All work and materials are to be in strict compliance with the Plans and Specifications prepared by Willett Holmann Associates, Inc. for the City of Ottumwa which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 1, 2023


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 121-2023 - Resolution Ratifying, Confirming and Approving
Publication of Notice of Public Hearing for the Reallocation of Not to
Exceed \$700,000 General Obligation Capital Loan Notes, Series 2022A

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 121-2023

DISCUSSION: Resolution 12-2022 was adopted at the January 18, 2022 meeting of the city council. This resolution authorized the expense of up to \$750,000 toward the construction of tennis courts. Specifications were created and the project was bid out. The cost of the project came in considerably higher than anticipated and the city council rejected the bids. Recently, adjustments were made to the specs and the project was re-let and bids again came in higher than anticipated. The need for improved tennis courts has increased during this period and the district is interested in seeing a project move forward and at the July 18 meeting an alternate location was suggested which would require the re-authorization of funds.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

- Resolution ratifying, confirming, and approving fixing date for a meeting on the proposal to reallocate certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A, and providing for publication of notice thereof.

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

August 1, 2023

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Sandra Pope, Marc Roe, Cara Galloway, Doug McAntire, Russ Hull

Absent: None

Vacant: None

Council Member McAntire introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE REALLOCATION OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A", and moved that the same be adopted. Council Member Pope seconded the motion to adopt. The roll was called and the vote was,

AYES: Pope, Roe, Galloway, McAntire, Hull

NAYS: None

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 121-2023

RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE REALLOCATION OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A

WHEREAS, the City Council of the City of Ottumwa, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2022A (the "Series 2022A Notes") in the principal amount of \$5,000,000, to pay the costs of various city improvement projects, including the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks; and

WHEREAS, certain proceeds of the Series 2022A Notes remain unspent, and City staff has recommended that not to exceed \$700,000 of unspent proceeds of the Series 2022A Notes originally related to the projects described above (hereinafter referred to as the "Unspent Proceeds") be applied for the purpose of paying costs of the construction, improvement and equipping of tennis courts (the "Project"); and

WHEREAS, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 364.6 of the Code of Iowa, that the procedure set forth in Section 384.25 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the Project.

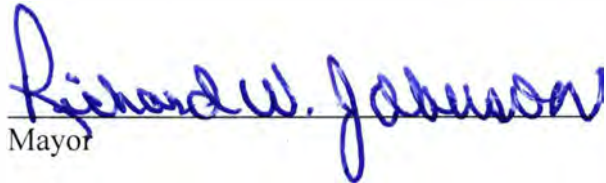
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA:

Section 1. That the action of the Clerk setting a public hearing before the City Council to meet in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, IA 52501, at 5:30 P.M., the 1st day of August, 2023, previously approved by this Council by motion, for the purpose of taking action on reallocation of not to exceed \$700,000 General Obligation Capital Loan Notes, Series to provide funds to pay costs of the construction, improvement and equipping of tennis courts, is hereby ratified, confirmed and approved.

Section 2. That the Clerk has caused publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, said publication to be not less than four (4) nor more than twenty (20) clear days before the date of the public meeting on the reallocation of the Notes.

Section 3. That the form of notice of public hearing is hereby ratified, confirmed and approved.

PASSED AND APPROVED this 1st day of August, 2023.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of August, 2023.

Christine Reinhard
City Clerk, City of Ottumwa, State of Iowa



(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Reallocation of Not to Exceed \$700,000 General Obligation Capital Loan
Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

July 25, 2023.

WITNESS my official signature this 31st day of July, 2023.



City Clerk, City of Ottumwa, State of Iowa

(SEAL)

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Notice

City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 7/25/23

Subscribed and sworn to before me, and in my presence, by the said 25th day of July, 2023



Notary Public

In and for Wapello County

Printer's fee \$22.33

COPY OF ADVERTISEMENT

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE PROPOSED REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA, AND THE PUBLIC HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa, Iowa, will hold a public hearing on the 1st day of August 2023, at 5:30 P.M., in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the reallocation of not to exceed \$700,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, Iowa, in order to provide funds to pay costs of the construction, improvement and equipping of tennis courts. Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2022A Notes for the above purposes. This Notice is given by order of the Council of Ottumwa, Iowa, as provided by Sections 364.6 and 384.25 of the Code of Iowa, 2023, as amended. Dated this 25th day of July 2023. Christina Reinhard City Clerk, City of Ottumwa, State of Iowa

PN- Reallocation
of GO Cap. Loan Notes 2022A

Pulled - No Legislative Action

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 1, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 122-2023 - Resolution Instituting Proceedings to Take Additional Action and Approving the Reallocation of Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, Iowa



Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt of Resolution 122-2023

DISCUSSION: Resolution 12-2022 was adopted at the January 18, 2022 meeting of the city council. This resolution authorized the expense of up to \$750,000 toward the construction of tennis courts. Specifications were created and the project was bid out. The cost of the project came in considerably higher than anticipated and the city council rejected the bids. Recently, adjustments were made to the specs and the project was re-let and bids again came in higher than anticipated. The need for improved tennis courts has increased during this period and the district is interested in seeing a project move forward and at the July 18 meeting an alternate location was suggested which would require the re-authorization of funds.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

- Public hearing on the proposed reallocation of Unspent Proceeds.
- Resolution instituting proceedings to take additional action.

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

August 1, 2023

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Sandra Pope, Marc Roe, Cara Galloway, Doug McAntire, Russ
Hull

Absent: None

Vacant: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed reallocation of not to exceed \$700,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A, in order to provide funds to pay costs of the construction, improvement and equipping of tennis courts (the "Project"), and that notice of the proposed action by the Council to institute proceedings for the proposed reallocation had been published pursuant to the provisions of Sections 364.6 and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed reallocation. The Clerk advised the Mayor and the Council that zero written objections had been filed. The Mayor then called for oral objections to the proposed reallocation and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

ITEM HAS BEEN TABLED: McAntire moved, seconded by Galloway to table Resolution No. 122-2023 until more information is obtained about the project. All ayes.

RESOLUTION NO. 122-2023

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, OF THE CITY OF OTTUMWA, IOWA

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds in the amount of not to exceed \$700,000 of General Obligation Capital Loan Notes, Series 2022A (the "Unspent Proceeds"), of the City of Ottumwa, Iowa, to provide funds to pay costs of the Project, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds to pay costs of the construction, improvement and equipping of tennis courts, and such action is in all respects authorized and approved.

Section 2. The City Clerk is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the City to reflect the same.

PASSED AND APPROVED this 1st day of August, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received
7-24-23 2:15p

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 1, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3215-2023: Proposed Ordinance Amending the Municipal Code of the City of Ottumwa, Iowa by Repealing and Replacing Sections 2-30 and 2-58 for the Purpose of Increasing Compensation of the Mayor and City Council Members

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3215-2023

DISCUSSION: Compensation for the mayor and city council members has been at the same level since 1999. The proposed ordinance would increase the annual compensation for the mayor from \$9,000 to \$10,200 and the annual compensation for city council members would increase from \$4,000 to \$6,000. In accordance with state law, the compensation does not take effect until the beginning of the term following an election (January 2024 for council members and January 2026 for mayor).

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3215-2023

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING SECTIONS 2-30 AND 2-58 FOR THE PURPOSE OF INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS

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

SECTION ONE. The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Section 2-30 as follows:

Sec. 2-30. Compensation of Mayor.

The annual compensation, payable in monthly installments, of the Mayor of the city is fixed at ten thousand, two hundred dollars (\$10,200.00).

SECTION TWO. The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Section 2-58 as follows:

Sec. 2-58. Compensation of Council.

The annual compensation, payable in monthly installments, of each council member of the city is fixed at six thousand dollars (\$6,000.00).

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION FOUR. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FIVE. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law. Further, pursuant to Iowa Code sec. 372.13(8), a change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation (Jan. 2, 2024) and a change in the compensation of the mayor becomes effective at the beginning of the mayor's next term (Jan. 2, 2026).

SECTION SIX. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 1st day of August, 2023.

PASSED on its second consideration the _____ day of _____, 2023.

PASSED on its third consideration the _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2023

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2023.

_____ Veto affirmed this _____ day of _____, 2023 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

received
7-25-23 3pm

Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 1, 2023

Phillip Burgmeier
Prepared By

Engineering
Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #120-2023. Approve a Right-of-Way Agreement between the City of Ottumwa and Citizens Mutual Telephone Cooperative (CMTC) and authorize the Mayor to sign said Agreement.

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

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

RECOMMENDATION: Pass and Adopt Resolution #120-2023.

DISCUSSION: Citizens Mutual Telephone Cooperative (CMTC) is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to its customer both above-ground and under-ground and delivering those services using the network in certain City right-of-ways.

Citizens Mutual Telephone Cooperative (CMTC) will be operating and maintaining its fiber optic cable system along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa.

The proposed lines CMTC intends to run in Ottumwa are to connect their network to trunk lines available in the city in order to better serve CMTC's rural customers.

Working with our legal counsel the attached agreement was developed.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #120-2023

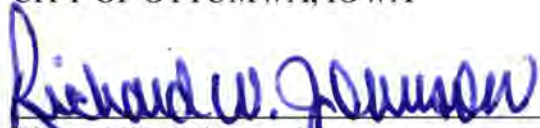
RESOLUTION APPROVING A RIGHT-OF-WAY AGREEMENT WITH CITIZENS
MUTUAL TELEPHONE COOPERATIVE (CMTC)

WHEREAS, the City of Ottumwa, Iowa desires to approve a Right-of-Way Agreement with Citizens Mutual Telephone Cooperative (CMTC), to operate and maintain its fiber optic cable system along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Right-of-Way Agreement between the City of Ottumwa and Citizens Mutual Telephone Cooperative (CMTC) is hereby approved and the Mayor is authorized to sign said Right-of-Way Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 1st day of August, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**CITY OF OTTUMWA, IOWA
RIGHT-OF-WAY AGREEMENT
WITH
CITIZENS MUTUAL TELEPHONE COOPERATIVE**

THIS AGREEMENT is made on this 19th day of July, 2023, by and between the City of Ottumwa, Iowa ("City") and Citizens Mutual Telephone Cooperative ("CMTC").

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES AND DEFINITIONS.

A. The City of Ottumwa, Iowa is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The City's Administration Office location is 105 East Third Street, Ottumwa, Iowa 52501.

B. CMTC is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to its customers both above-ground and under-ground and delivering these services using the Network in certain City rights of way (ROW).

C. "Public Improvements" shall mean any improvements on Public Property, including, but not limited to, paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto.

D. "Public Property" shall mean City-owned property or City-controlled public rights-of-way, and easements and bridges.

SECTION 2. BASIC GRANT; FEES AND RESERVATION OF RIGHTS

A. CMTC is hereby granted a non-exclusive license to operate and maintain its fiber optic cable system along, under and upon the streets, avenues, alleys and public places in the City, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.

B. CMTC shall pay the City, an administrative license fee in the amount of Two Hundred and Fifty Dollars (\$250.00), payable upon the commencement of this Agreement, as defined in Section 18 of the Agreement.

C. If during the term of this Agreement, the City enacts a right-of-way ordinance requiring compensation from telecommunications providers, then CMTC shall, within sixty (60) days after request by City, pay the fees required by such Ordinance, provided that all other telecommunication providers are required to pay the same fees.

SECTION 3. INSTALLATION, REPAIR, EXTENSION, OR EXPANSION OF THE NETWORK

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system to the City, CMTC shall file with the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The City may require that the statement be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground where it is proposed that a repair or installation is to occur.

If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any Public Improvements or any existing City-owned public utility system component, or other structure upon or under Public Property, the City shall within a reasonable time note the interference and refer the same back to CMTC for amendments. Such map, plan or specifications, when properly changed and corrected, shall be filed with the City, and after approval of the same by the City, a permit issued authorizing CMTC to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erections shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in Section 5, and all work shall be in accordance with the approved maps, plans or specifications. CMTC shall comply with all bonding and insurance requirements as set out by City Ordinances. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county and city construction requirements.

Any aerial installations shall be mounted on existing poles through private agreement(s) with existing franchise or right-of-way agreement holders. CMTC will not be allowed to erect any additional poles on the City's right-of-way, unless pre-approved by the City on an individual case basis.

If it is determined by City staff pursuant to the Manual of Uniform Traffic Control Devices, that a CMTC pole or CMTC equipment is positioned in a location that could jeopardize the safety of citizens or drivers, the City may order the removal of the pole or equipment to a location that meets current safety standards. Said removal shall be at the sole cost of CMTC.

All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore, unless pre-approved by the City on an individual case basis.

Cables shall be placed so as not to interfere with any existing utilities or facilities owned by the City or any other company legally authorized to own utilities or facilities located within the City's right-of-way. In the event the City at some point in the future requires the burying of cable lines within the right-of-way, CMTC agrees to cover their cost for burying those lines owned or controlled by CMTC.

SECTION 4. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in Public Property at any time or for any purpose by CMTC shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual of Uniform Traffic Control Devices. All pavements taken up or damaged shall be properly and speedily replaced in accordance with the City's regulations. As a condition to use of Public Property, CMTC shall at its own expense, repair or cause repair to any private property, public utility system component, Public Improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work. If CMTC fails to repair or arrange with the City for property repair of any Public Property after excavations have been made, then the City may make such repairs at the expense of CMTC.

SECTION 5. EXCAVATIONS

CMTC is authorized to make excavations in City streets, avenues, alleys and public places for purposes of routine repair, replacement and maintenance of poles, cables, or other system components associated with the CMTC network. In making such excavations, CMTC shall obtain a permit pursuant to City Ordinance and regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the City with 24 hours' notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in performing such work. In emergencies which require immediate excavation, CMTC may proceed with the work without first applying for or obtaining the permit, provided, however, that CMTC shall apply for and obtain permit as soon as possible after commencing such emergency work.

If, after excavations have been made, CMTC fails to repair or arrange with the City for the proper repair and restoration of any Public Property to a condition as good as the condition of such property prior to the disturbance of same, and after seven (7) days notice in writing to do so is given to CMTC, the City may make such repairs at the expense of CMTC. CMTC shall pay to the City its costs and charges for such work, plus interest at 12% per annum, compounded monthly, within thirty (30) days after receipt of the City's billing.

SECTION 6. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground, surface and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any Public Property occupied by CMTC, and to change any curb or sidewalk or the grade of any street. In permitting others to do such work, the City shall not be liable to CMTC for any damages arising out of the performance of such work by other parties. Nothing in this Agreement shall be construed as to relieve any other person or corporation from liability for damage to CMTC's facilities.

SECTION 7. CMTC CONTRACTORS

The requirements of the Agreement shall apply to all persons, firms, or corporations performing for CMTC under a contract, subcontract or other type of work order. CMTC agrees to ensure that all contractors and subcontractors adhere to the requirements of this Agreement.

SECTION 8. CONDITIONS OF STREET OCCUPANCY

The fiber optic cable system and other components of the facilities erected by CMTC within the City shall conform to established grade of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon Public Property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin Public Property.

CMTC shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the City.

CMTC shall upon reasonable notice and at its sole cost and expense, promptly remove, locate and relocate its facilities in, on, over or under Public Property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any Public Improvement on, in, or about any such Public Property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event CMTC fails to act within a reasonably allocated time, the City may cause CMTC facilities to be relocated, and the costs thereof shall be to CMTC and shall be paid as provided in Section 5 hereof.

CMTC shall not place its facilities in the Public Property where the same will interfere with the normal use or maintenance of any Public Improvement including but not limited to streets, alleys, sidewalks, traffic control devices, gas mains, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public or private utility facility.

Upon request, CMTC agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner in accordance with Iowa Code Chapter 480. CMTC will provide contact numbers to the City so that a representative of CMTC is available at all times. As a condition of this Agreement, CMTC shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

Installation, repair, or replacement work completed by CMTC on any facilities requiring excavation of Public Property or public right-of-way shall require restoration and replacement of surface vegetation with stripped, salvaged top soil and seeded.

SECTION 9. POWERS OF CITY

Nothing in this Agreement shall be construed to abridge the right or power of the City to further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 10. PLANS AND COORDINATION

Upon completion of the work, CMTC shall promptly furnish to the City copies of "as-built" plans related to its facilities located on Public Property.

CMTC shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with the Agreement and shall be responsible for the maintenance of such facilities and the protection and visibility of such facilities.

SECTION 11. VIOLATIONS OF AGREEMENT

Upon evidence being received by the City that a violation or breach of this Agreement or codes or ordinances lawfully regulating CMTC in the operation of its facilities, or in the use of Public Property therefore, is occurring, or has occurred, (hereafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred, the City may take appropriate steps to secure compliance with the terms of this Agreement or the code or ordinances. The City shall notify CMTC of the default and CMTC shall cure such default within a reasonable time after receipt of such notice.

If CMTC fails to cure a default within the time allowed, the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself or through a contractor, and charge the costs of such work to CMTC; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii), and (iii).

The City may terminate this Agreement for repeated defaults or default(s) of a significant nature.

SECTION 12. LIABILITY, INDEMNIFICATION AND INSURANCE

Except to the extent caused by the negligence or willful misconduct of the City, its officers, agents, representatives and employees, CMTC covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of CMTC's fiber optic cable system. CMTC agrees to require contractors and subcontractors engaged in work for CMTC within the public rights-of-way or on any Public Property to maintain in effect during the term of work, liability insurance in comprehensive form and in the amounts to be set by the City.

CMTC contractors and subcontractors will furnish the City with Certificates of Insurance showing the City as additional insured for said insurance in the amount to be set by the City.

SECTION 13. ASSIGNMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

SECTION 14. VACATION OF STREETS AND ALLEYS

So long as CMTC exercises the rights granted to it hereunder, the City will not, by ordinance or otherwise, vacate any street, alley or public way in which CMTC has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this Agreement, provided that nothing herein shall limit the City's right to require CMTC to relocate its facilities as provided in Section 8.

SECTION 15. DELIVERY OF NOTICES

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City: City Administrator City of Ottumwa
 105 East Third Street
 Ottumwa, Iowa 52501

If to CMTC: CEO Citizens Mutual Telephone Cooperative
 114 W Jefferson Street
 P.O. Box 130
 Bloomfield, IA 52537

Provided, however, that in the case of an emergency, notices may be given verbally to the above-named persons. In such case, written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on date of mailing in lieu of certified mail, or otherwise on the date actual notice is received.

SECTION 16. 1996 TELECOMMUNICATIONS ACT

This Agreement is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 101(a), 110 Stat.

708 codified at 74 U.S.C., and all orders, rules, tariffs, regulations issued by the Federal Communications Commission or the governing State authority pursuant thereto, as well as all other applicable State, Federal, or local law ("Law").

SECTION 17. SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found invalid, unenforceable, unconstitutional, or inapplicable by a court or agency of competent jurisdiction, such invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement.

SECTION 18. TERM OF AGREEMENT

This Agreement shall commence on the date CMTC provides notice to the City, in accordance with Section 15 of this Agreement, that it has undertaken operation of the Network within the ROW, and continue for a term of ten (10) years and for two (2) additional ten (10) year terms (each a "Renewal Term") unless written notice is given by either the City or CMTC to the other at least ninety (90) days prior to the expiration of the initial term or any successive term of its intention to terminate the same at the expiration of the then current term. Each Renewal Term shall be on the same terms and conditions set forth herein unless the parties agree otherwise.

CITY OF OTTUMWA, IOWA

CITIZENS MUTUAL TELEPHONE
COOPERATIVE

By Richard W. Johnson
Mayor

By: [Signature]

Attest:

Witness:



Christina Reinhard
City Clerk

[Signature]

received
7-26-23 405p

Item No. I.-2.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 1, 2023

Philip Rath

Prepared By

Administration

Department

Department Head

Philip Rath

City Administrator Approval

AGENDA TITLE: Resolution No. 123-2023 - A Resolution to Approve the Leasing Agreement Between GOVTEMPSUSA, LLC and the City of Ottumwa for the Provision of Finance Consultation Services

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 123-2023

DISCUSSION: With the vacancy of the City Accountant position the finance department is down a key staff position. In marketing the position, staff identified a viable, temporary solution to aid the finance department. Administration is seeking assistance from GOVTEMPSUSA, LLC on a part-time, limited basis. These services will assist staff and provide expert advice as necessary to maintain the accounting standards required for sound financial practices, until a successor candidate can be placed in the role. A copy of the engagement letter, which has been reviewed by staff and legal counsel is attached for review and approval.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 123-2023

**RESOLUTION APPROVING THE LEASING AGREEMENT
BETWEEN GOVTEMPSUSA, LLC AND THE CITY OF OTTUMWA
FOR THE PROVISION OF FINANCE CONSULTATION SERVICES**

WHEREAS, the City Council is desirous of contracting out for financial consultation services on behalf of the City of Ottumwa; and

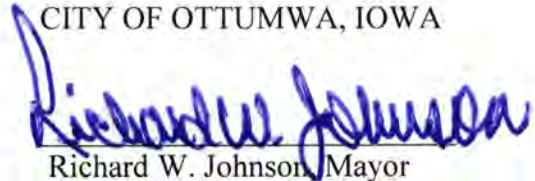
WHEREAS, GOVTEMPSUSA, LLC has identified an individual who is qualified and interested in providing such services to the city; and

WHEREAS, a leasing agreement addressing the stated services and expectations has been prepared by GOVTEMPSUSA, LLC and reviewed by staff and legal counsel.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the attached Leasing Agreement is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said Agreement on behalf of the City.

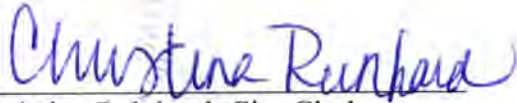
APPROVED, PASSED AND ADOPTED, this 1st day of August, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **CITY OF OTTUMWA, IOWA** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and applicable state law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution,

ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining

provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Wapello County, Iowa. Venue and jurisdiction for any action under this Agreement is Wapello County, Iowa. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Iowa.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to Client:

CITY OF OTTUMWA, IA
105 E. Third Street
Ottumwa, Iowa 52501
Attention: Barb Codjoe
Telephone: 641-683-0625
Electronic Mail: codjoeb@ottumwa.us

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By Joellen Cademartori
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: August 7, 2023

CLIENT

By Richard W. Johnson
Name: Richard W. Johnson
Title: Mayor

EXHIBIT A
Assigned Employee and Base Compensation

REMOTE ASSIGNMENT

ASSIGNED EMPLOYEE: Nancy McCaul

POSITION/ASSIGNMENT: Finance Consultant

POSITION TERM: August 7, 2023 – November 10, 2023

The agreement will automatically be extended on a bi-weekly basis until such time as either party gives two weeks advance written notice.

Either party may terminate the agreement at any time by providing two weeks advance written notice.

BASE COMPENSATION: \$112/hour. Employee's weekly hours will vary but are anticipated to average 15-18 hours/week. Employee will be paid only for hours worked.

Hours should be reported via email to payroll@govtempusa.com on the Monday after the prior work week. The client will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

By: Joellen Cademartori
Date: July 25, 2023

CLIENT:

By: Richard A. Johnson, Mayor
Date: 8/1/23

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

DOES NOT APPLY

[Faint handwritten text, possibly a signature or date]

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 1, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 124-2023 - Resolution Designating a Portion of Minerva Avenue with the Honorary Name - Trevor's Way.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 124-2023

DISCUSSION: An application was received to designate the intersection of Minerva Avenue and West 2nd Street to honor the life of Trevor Stromgen. The sign can be made by city staff and would be white lettering on a red background and installed below the current street signs. This request does not change any addresses along this route.

Source of Funds: Application Fee

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 124-2023

**RESOLUTION DESIGNATING THE INTERSECTION OF MINERVA AVENUE
AND W 2ND STREET WITH THE HONORARY NAME – TREVOR’S WAY**

WHEREAS, the city has received an application requesting to designate the intersection of Minerva Avenue and W 2nd Street with the honorary name of “Trevor’s Way”; and

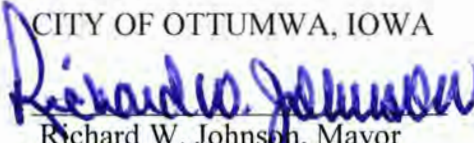
WHEREAS, the application has been reviewed by staff for completeness and feasibility; and

WHEREAS, the honorary designation would be affixed to the poles below the current street signage, is of a different color than the standard street signage and does not change the addresses of property along the street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the requested designation is approved and staff is directed to create and install the signage to designate the identified area with the honorary street name; and

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

APPROVED, PASSED AND ADOPTED, this 1st day of August, 2023,

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

HONORARY STREET NAME APPLICATION CITY OF OTTUMWA, IOWA

Applicant Information:

Applicant's Name: DAVID STRONGREN

Organization/Company: PAY IT FORWARD

Street Address: 2304 W 2nd

Telephone Number: 691 226 4538 Email Address: _____

Honorary Street Name Request:

Name of Honoree: TREVOR Circle One: Alive Deceased

Honorary Location Requested (For Example E. 4th Street between Jefferson Street and N. Clinton Street): M. WERVA

City Council Endorsement (Print and Sign): Douglas D. McAnine Douglas D. McAnine

Honoree Criteria:

Please submit the following items along with your request:

- ✓ A map reflecting the area requested for designation for honorary street signs.
- ✓ A typed statement containing no fewer than **500 words** describing the significance of the person, being honored. The statement should indicate why a particular section of street has been requested for the honorary designation.
- ✓ The appropriate fee based upon the number of signs being requested.

My application consists of the following items necessary for a complete application. Please check:

- Completed Application Form, including signed endorsement by current member of City Council
- Map reflecting the area requested for designation
- Typed statement regarding the person, place or event being honored
- \$75 per sign fee** (make checks payable to "City Treasurer")

Signature: David Strongren Date: 7-10-23

Printed Name: David Strongren

Upon submission of this application, please allow four to six weeks for staff to review your request with the City Council.

UPDATED July 2022

To whom it may concern:

This letter is in regards to Resolution NO. 193-2022

We would like to have Minerva Ave. honorarily named for our nephew Trevor Stromgen.

As you may remember, Trevor was diagnosed with pediatric cancer at the age of 3 years old. He was ready to fight and so was our family. So we started collecting cans on the corner of Minerva and West 2nd Street to help him and many others with medical bills and travel expenses while their loved ones were battling cancer. We are continuing to honor his memory by collecting cans. We also started a Pay-it-Forward Station at the same site in memory of Trevor. Reed Construction donated a nice building in honor of Trevor. And this station has blessed many people in our community.

Trevor lived his life his way. He was a strong, lively boy with lots of courage. He beat cancer twice but it returned and in the end, he was tired of fighting. He lived his life his way. We would like to name Minerva Ave. in honor of him and his life as he lived it until September 9, 2018 his way.

"Trevor's Way" is the honorary name we are proposing.

Thank you for your consideration. We can be reached at David Stromgren 2304 W. 2nd St. or 641-226-4538 when a decision is made.

Sincerely,

David (& Nancy) Stromgren

CITY OF OTTUMWA
Staff Summary

PM 230

**** ACTION ITEM ****

Council Meeting of: Jul 19, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 193-2022 - Resolution adopting Policy #73 related to process and procedures for requesting Honorary Street Name(s)

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 193-2022

DISCUSSION: On May 24 the City Council passed Resolution 139-2022 which designated a section of 4th Street with an honorary street name recognizing Dr. Martin Luther King, Jr. Along with this designation the resolution directed staff to establish a process for consideration of any future requests. This resolution addressed that process and procedure.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:



CITY OF
OTTUMWA

Citizen Input Request Form

8-1-23

Council Meeting Date

Name: DAVID M LOCKE

Address: 242 S Willard

Item No. to Address: Tennis Court F-2
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF
OTTUMWA

Citizen Input Request Form

8.1.23

Council Meeting Date

Name: DAVE STROMGREN

Address: 4304 29th St

Item No. to Address: street NAME I-3
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF
OTTUMWA



Citizen Input Request Form

8.1.2023

Council Meeting Date

Name: Richard Ginter

Address: 703 Maple St Ottumwa

Item No. to Address: Snake
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

City Code vs state Code

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF
OTTUMWA



Citizen Input Request Form

Council Meeting Date

Name:

Justin Wes Hartog

Address:

46 1/2 E Buckart

Item No. to Address: _____

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

LOS LOST TAX

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF

OTTUMWA



Citizen Input Request Form

8/1/23

Council Meeting Date

Name: Andrea Sager - Dudley

Address: 308 Randolph St.

Item No. to Address: _____

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

Petition council to Reexamine city codes & amend to include allowances / procedures to permit certain prohibited activities,

as in the case of an emergency, in response to a changing world or in the Best interest & well being of the public

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.

And Also to ask, in the meantime, IF it is permissible to similarly take ^{non profit related} action to ~~not~~ follow best industry practices & prevent harm to community