



| CITY OF |  
O T T U M W A

TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 29  
Council Chambers, City Hall

October 18, 2022  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 28 on October 4, 2022 as presented.
2. Recommend appointment of Jennifer Reynolds to the Parks Advisory Board, term to expire 9/29/2027 due to a vacancy and Corwin Williams to the Public Safety Advisory Committee, term to expire 10/1/2024 due to a vacancy.
3. Canvasser/Solicitor application for Workingman's Christmas Party to solicit donations within City Limits from November 1 to December 31, 2022.
4. Approve the purchase of six (6) galvanized light poles for the Public Works Department for a total amount of \$24,810.
5. Accept the bid and approve the purchase of a Ford F-350 Tool Truck for the Parks Department from Stivers Ford in the amount of \$78,820.
6. Resolution No. 255-2022, fixing November 1, 2022 as the date for a public hearing on the proposal to convey certain real property locally known as 809 Glenwood Avenue, Ottumwa, Iowa, to U.S. Bank, National Association, and providing for publication of notice thereof.
7. Resolution No. 257-2022, approving updates to the Salary Schedule.
8. Beer and/or liquor applications for: Mizu Hibachi & Sushi, Inc., 1111 Quincy Ave., Suite 111; Mexico Lindo, 530 W. Second Street; Richmond & Ferry BP, 720 Richmond Ave.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update from GOPIP.

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

1. Ordinance No. 3202-2022, an Ordinance amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the purpose of imposing a Franchise Fee.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3202-2022.

2. Ordinance No. 3209-2022, an Ordinance repealing Ordinance No. 2888-2000 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3209-2022.

3. Ordinance No. 3210-2022, an Ordinance Amending the Zoning Ordinance of the City of Ottumwa, Iowa, by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and date of this change on the Official Zoning Map.

RECOMMENDATION: Pass second consideration of Ordinance No. 3210-2022.

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

1. Discussion and direction regarding property acquisitions at 210 West Main and 160 River Drive.

RECOMMENDATION: Staff is seeking direction on how to proceed on these items.

2. Community Planning Month Proclamation

RECOMMENDATION: Mayor to issue proclamation and staff to provide update on Planning activities.

3. Consider Sponsoring a Display for Holiday Nights and Lights.

RECOMMENDATION: Authorize staff to prepare a simple agreement with GOPIP to sponsor a display for the 18<sup>th</sup> annual Holiday Nights and Lights.

4. Additional Professional Engineering Services for easements plats and descriptions (temporary and/or permanent) for the CSO Blake's Branch, Phase VIII, Division 1, East of Iowa Avenue Project.

RECOMMENDATION: Authorize payments to Garden & Associates for professional services for easement plats.

5. Approve the proposal for professional services from Calhoun-Burns & Associates, Inc. to prepare a Feasibility Study for an elevated bridge on North Quincy Avenue over Bear Creek and the IC&E Railroad Tracks.

RECOMMENDATION: Approve the proposal for professional services from Calhoun-Burns & Associates, Inc.

6. Project presentation for IDOT Project US 34, Wildwood Drive to West Junction US 63.

RECOMMENDATION: Provide a presentation to City Council on the proposal by the IDOT Project US 34, Wildwood Drive to West Junction US 63.

I. RESOLUTIONS:

1. Resolution No. 253-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2022 Friction Seal Project.

RECOMMENDATION: Pass and adopt Resolution No. 253-2022.

2. Resolution No. 254-2022, approving Change Order No. 4 for the North Market Façade Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 254-2022.

3. Resolution No. 258-2022, approving updates to Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 258-2022.

4. Resolution No. 259-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Lillian Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 259-2022.

5. Resolution No. 260-2022, approving and authorizing the purchase of certain real property, and authorizing execution of a real estate purchase agreement with Estate of Robert F. Box.

RECOMMENDATION: Pass and adopt Resolution No. 260-2022.

6. Resolution No. 261-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2022 RFP#2, West End Valve Check Installation Project.

RECOMMENDATION: Pass and adopt Resolution No. 261-2022.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 10/14/22 TIME: 10:00 AM 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 #29 to be held on  
10/18/2022 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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DEPT. ID 4717  
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TX INCOMPLETE -----  
TRANSACTION OK 96847834  
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ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



CITY OF  
OTTUMWA

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\*\*\* TX REPORT \*\*\*  
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JOB NO.	2166	
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ST. TIME	10/14 09:58	
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TRANSACTION OK	96847834	Ottumwa Courier
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OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 28  
Council Chambers, City Hall

October 4, 2022  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Pope moved, seconded by Roe to approve consent agenda items: Mins. from Regular Mtg. No. 27 on Sept. 20, 2022 as presented; Recommend re-appointment of Molly Myers Naumann to Historic Preservation Commission, term to expire 1/1/2025, due to a vacancy; Civil Service Commission Eligibility Lists for Sept. 28, 2022: Comm. Specialist Ent., WPCF – Operator Ent., WPCF – Maintenance Tech. Ent.; Canvasser/Solicitor application for Knights of Columbus for Annual Tootsie Roll Drive Oct. 14-16, 2022; Beer and/or liquor applications for: Club 888, 123 W. Third St.; all applications pending final inspections. All ayes.

Roe moved, seconded by Galloway to approve the Agenda as presented. All ayes.

City Admin. Rath reported the Human Rights Commission will hold their first official mtg. Monday, Oct. 10, 2022. Ottumwa Public Safety Adv. Committee needs members; do not have a quorum to hold mtgs. Personnel: new staff Tifani Young-Recycling Center, Rachel Thompson – Firefighter, Jack Carter – WPCF Maintenance Tech., Waseem Nasir – Finance Dir. Current topics of interest – ATV's / UTV's / Golf Carts inside City limits – work session later this month for council to discuss current ordinance.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Laura Berry, Shawn Berry and Viki Wilson requested to speak about item F-5. Katie Howard, Keith Caviness and Mickey Hucks, Sr. requested to speak about items G-1 and G-2.

This was the time, place and date set for a public hearing to discuss status of funded activities for Ottumwa Blessings Soup Kitchen Pandemic Response Program. A public hearing was held on Oct. 4, 2022, at 5:30 PM at City Hall in Ottumwa, IA, for the purpose of updating the public on the status of the Blessings Soup Kitchen Pandemic Response Project funded, in part, by the Community Development Block Grant (CDBG) program. Bradley J. Grefe, grant administrator from Area 15 Regional Planning Commission, reported that in May 2022, the Iowa Economic Development Authority (IEDA) awarded a CDBG to the City of Ottumwa from the non-entitlement COVID-19 pandemic response fund for the purpose of food bank/food program assistance for the Blessings Soup Kitchen in downtown Ottumwa. The City qualified for CDBG funds based on the HUD National Objective of "low-to-moderate income benefit". The City's U.S. Census data show an LMI of 55.3%. The City applied for and was awarded \$100,000 in CDBG-CV funds. The original scope of work for the project was to purchase a variety of commercial-grade kitchen equipment and supplies for the Blessings Soup Kitchen. The est. cost of the project was \$100,000. This has not changed. Since award, IEDA staff visited to get a first-hand look at the operation and understand the project and provide guidance on procurement process. Procurement of equipment will begin in Oct. with equipment expected to be purchased, delivered, and installed by Dec. 2022. To date, no funds have been drawn on the grant for activity or administration. The CDBG contract end date is May 31, 2023. Open for comments, concerns, and questions. No questions were asked.

Approx. 25 in attendance. No objections were rec'd. McAntire moved, seconded by Galloway to close public hearing. All ayes.

This was the time, place and date set for a public hearing to discuss status of funded activities for Ottumwa ISU Bldg. Upper-Story Housing Project. A public hearing was held on Oct. 4, 2022, at 5:30 PM at City Hall in Ottumwa, IA, for the purpose of updating the public on status of ISU Building Upper-Story Housing Project funded, in part, by the Community Development Block Grant (CDBG) program. Bradley J. Grefe, grant administrator from Area 15 Regional Planning Commission, reported that in May 2022, the Iowa Economic Development Authority (IEDA) awarded a CDBG to the City of Ottumwa from the non-entitlement COVID-19 pandemic response fund for the purpose of converting the vacant second-story of 307/309 E. Main St. [the former Iowa Southern Utilities building] into new apartments. The project qualified for CDBG funds based on the HUD National Objective of "low- to moderate income benefit". To meet this criterion, once completed, each of the units will be rented to an LMI tenant for the first three yrs. The original scope of work—which has not changed—was to rehabilitate the vacant upper-level space into three apartments. The project will create two 1-bedroom units and one 2-bedroom unit. The City applied for and was awarded \$500,000 in CDBG-CV funds. The est. cost of the project was \$604,000. The City est. funds to match the grant award with \$15,000 in City downtown revitalization program funds and \$89,000 from the property owner, RG Property. The current budget for the project sits at just over \$603,000 and includes costs for construction; grant administration; architectural fees; and other fees such as radon testing, recording, and public notices. RG Construction was pre-approved by IEDA to be the general contractor on the project as an affiliated company of RG Property. The owner entered into a development agt. with the City in Aug. 2022 upon the project's environmental clearance. Construction began in Aug., and as of the Sept. pay application, RG was approximately 5% complete by scheduled cost. To date, most of the actual construction work has been limited to installing new electrical service to the bldg., but components with longer lead times [i.e. windows] have been ordered. The project is expected to be complete by April 2023. At this time, the architect has not billed for services yet and the grant administrator has billed approx. 25%. The CDBG contract end date is May 31, 2023. Open for comments, concerns, and questions. Councilperson Roe inquired about the expected implications for the City as it pertains to the property's potential valuation increase. A specific est. has not been made for this building, but it was noted that similar improvements to downtown properties have resulted in significant increases in assessed value and, therefore, tax revenue. Approx. 25 in attendance. No objections were rec'd. Roe moved, seconded by Galloway to close public hearing. All ayes.

This was the time, place and date set for a public hearing to discuss status of funded activities for the Ottumwa North Market Street Façade Improvements Project. A public hearing was held Oct. 4, 2022, at 5:30 PM at City Hall in Ottumwa, IA, for the purpose of updating the public on the status of the North Market Street Façade Improvement Project funded, in part, by the Community Development Block Grant (CDBG) program. Bradley J. Grefe, grant administrator from Area 15 Regional Planning Commission, reported that in Feb. 2022, the Iowa Economic Development Authority (IEDA) awarded a CDBG to the City of Ottumwa from the non-entitlement COVID-19 pandemic response fund for the purpose of making



commercial façade improvements to bldgs. on North Market Street downtown. The City qualified for CDBG funds based on the HUD National Objective of “preventing or eliminating slums or blight”. A slum & blight inventory survey was performed by RPC staff in Dec. 2021 and the City Council passed a resolution designating the “slum and blight area” later that month. To be eligible for funding, the bldgs. must be designated as in fair or poor condition. All three properties were designated as “fair”. The original scope of work for the project was to rehabilitate five facades on three bldgs. Major work items included: masonry repair, upper-level window repair/replacement, painting, and storefront repair/replacement. The City applied for and was awarded \$250,000 in CDBG-CV funds. The est. cost of the project was \$446,000. The City est. funds to match the grant award with \$95,000 in City downtown revitalization program funds and \$101,000 from local property owners. Although the overall scope of work has not changed, the bid cost was significantly below the original estimates. Two bids were received and the contract for construction was awarded Christner Contracting, Inc. (Ottumwa, IA). Their bid of \$277,777 was surprisingly lower than the est. that had been developed from similar projects that bid during “pandemic pricing”. The overall grant project cost currently sits at approx. \$347,102, which includes a construction contingency; grant administration costs; architectural fees; and other fees paid like asbestos testing, easement recording, and public notices. There are three change orders pending approval tonight, all of those are within the contingency allowance. Construction began in Aug. 2022. As of the Sept. pay application, both bldgs. were approx. 25% complete by scheduled cost. The project is expected to be mostly finished by Thanksgiving 2022. Lead times on windows will push final completion on 105-107 N. Market into Jan. The architect has billed approx. 80% of their contract amount and the grant administrator has billed approx. 50%. The CDBG contract end date is May 31, 2023. Open for comments, concerns, and questions. Councilperson Roe inquired about the expected implications for the City as it pertains to the property’s potential valuation increase. A specific est. has not been made for these buildings, but it was noted that similar improvements to downtown properties have resulted in significant increases in assessed value and, therefore, tax revenue. It was also noted that rehabbing the façades of 105-107 specifically will lead to commercial redevelopment in the 107 storefront and removing the slipcover will open the second story for potential apartments. Approx. 25 in attendance. No objections were rec’d. Roe moved, seconded by Galloway to close public hearing. All ayes.

This was the time, place and date set for a public hearing to adopt Amendment No. 2 to *Our Ottumwa 2040* Comprehensive Plan and providing Year Two Plan Updates. Comm. Development Dir. Simonson reported the changes included in this amendment. No objections were rec’d. McAntire moved, seconded by Galloway to close the public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 239-2022, adopting Amendment No. 2 to *Our Ottumwa 2040* Comprehensive Plan and providing Year Two Plan Updates, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on Ord. No. 3210-2022, an Ord. Amending the Zoning Ord. of the City of Ottumwa, IA, by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing the Zoning Administrator to note the Ord. No. and



date of this change on the Official Zoning Map. Simonson reported the owners of 1235 Hutchinson have applied for voluntary annexation. This Ord. would rezone the property when it is annexed from AG Agriculture/Urban Preserve to C1 Neighborhood Commercial. This rezoning would permit the construction and operation of a Dollar General retail store. This could bring in approx. \$1.7 Million in annual sales, staff twelve employees, and increase property tax revenue. P&Z recommended on a vote of 5-4 to approve the rezoning with the following conditions: property will be developed within two years and liquor sales and pawnshop uses will not be permitted. Concerns voiced by Shawn & Laura Berry and Viki Wilson – this is a quiet area, with retail space moving in we will see higher volumes of foot and vehicle traffic; how will this affect appraised value of our residential homes; will this area remain desirable after the store opens; will other parcels then be annexed into city limits. McAntire moved, seconded by Roe to close public hearing. All ayes.

Roe moved, seconded by Galloway to pass first consideration of Ord. No. 3210-2022, amending the Zoning Ord. of the City of Ottumwa, IA by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing the Zoning Admin. to note Ord. No. and date of change on the Official Zoning Map. All ayes.

Hull moved, seconded by Pope to pass second consideration of Ord. No. 3202-2022, an Ord. amending Appendix D, Electricity Franchise, with Interstate Power and Light Comp. for the purpose of imposing a Franchise Fee. Keith Caviness, Katie Howard and Mickey Hucks, Sr. voiced similar concerns on passing this Ord. Motion carried 4-1. Nays: McAntire.

Hull moved, seconded by McAntire to pass second consideration of Ord. No. 3209-2022, an Ord. repealing Ord. No. 2888-2000 and granting to MidAmerican Energy Comp., its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and auth. the City to collect franchise fees for a period of 25 yrs. Again concerns voiced by Mr. Caviness, Ms. Howard and Mr. Hucks, Sr. Motion carried 4-1. Nays: McAntire.

McAntire moved, seconded by Pope to approve replacement of two slide gates for Walnut Station and Diffuser stations for WPCF totaling \$20,888. All ayes.

Roe moved, seconded by Galloway to approve Howden personnel to come on site to WPCF to repair equipment totaling \$8,734. All ayes.

Roe moved, seconded by McAntire that Res. No. 240-2022, awarding contract for asbestos abatement and demolition of 437 N. Court to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, IA for \$1,500 for abatement and \$18,000 for demolition, be passed and adopted. All ayes.

Galloway moved, seconded by McAntire that Res. No. 241-2022, awarding contract for demolition of 201 N. Holt to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, IA for \$7,900, be passed and adopted. All ayes.

Roe moved, seconded by Galloway that Res. No. 242-2022, awarding contract for asbestos abatement and demolition of 306 W. Sixth St. to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, IA for \$4,775 for abatement and \$12,000 for demolition, be passed and adopted. All ayes.

Pope moved, seconded by McAntire that Res. No. 243-2022, awarding contract for asbestos abatement and demolition of 309 Mer Rouge to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, IA for \$3,500 for abatement and \$10,000 for demolition, be passed and adopted. All ayes.

Hull moved, seconded by Galloway that Res. No. 244-2022, awarding contract for asbestos abatement and demolition of 153 S. Fellows to Weston McKee of Fairfield, IA for \$12,300 for abatement and \$19,000 for demolition, be passed and adopted. All ayes.

Hull moved, seconded by Roe that Res. No. 245-2022, awarding contract for asbestos abatement and demolition of 157 S. Iowa Ave. to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, IA for \$6,000 for abatement and \$12,500 for demolition, be passed and adopted. All ayes.

Galloway moved, seconded by Pope that Res. No. 246-2022, approving Change Order No. 4 for the Ottumwa Park Campground Shower House and Office Project, be passed and adopted. Parks Dir. Rathje reported CO#4 increases contract \$1,700; new contract sum \$594,842. All ayes.

Pope moved, seconded by Hull that Res. No. 247-2022, approving Change Order No. 1 and accepting the work as final and complete and approving Final Pay Request for 2022 Street Patch Repair Program, be passed and adopted. PW Dir. Seals reported CO#1 increases contract \$3,660; new contract sum \$149,410. All ayes.

Roe moved, seconded by Galloway that Res. No. 248-2022, approving Change Order No. 1 for N. Market Façade Improvements Project, be passed and adopted. Zoning & Housing Coord. Rusch reported CO#1 is cost adj. for masonry at 105-107 N. Market totaling \$4,200 which is 100% within the project contingency and does not change the original contract sum \$277,777. All ayes.

Roe moved, seconded by Pope that Res. No. 249-2022, approving Change Order No. 2 for N. Market Façade Improvements Project, be passed and adopted. Rusch reported CO#2 substitutes alum. door jambs in place of wood at 105-107 N. Market totaling \$1,043.89 which is within the project contingency and does not change the original contract sum \$277,777. All ayes.

McAntire moved, seconded by Pope that Res. No. 250-2022, approving Change Order No. 3 for N. Market Façade Improvements Project, be passed and adopted. Rusch reported CO#3 makes masonry cost adj. at 114-118 N. Market totaling \$1,800 which is within the project contingency and does not change the original contract sum \$277, 777. All ayes.

Roe moved, seconded by McAntire that Res. No. 251-2022, releasing a Request for Proposals RFP for the Purchase, Renovation, and Redevelopment of City owned property located at 131 E. Main, known as the First National Bank Bldg., be passed and adopted. Rusch reported the City acquired property after it was found to be abandoned by previous owner. The property is listed on the National Register of Historic Places and is a critical part of the Main Street district. Proposals will be reviewed by City staff, Historic Preservation Commission and Main Street Ottumwa. All ayes.


Galloway moved, seconded by Pope that Res. No. 252-2022, releasing a Request for Proposals RFP for the Purchase, Renovation, and Redevelopment of City owned property located at 513 N. Court, known as the W.R. Daum House, be passed and adopted. Rusch reported the City acquired property after it was found to be abandoned by previous owner. The property contributes to the Court Hill Historic District. Proposal will be reviewed by City staff and the Historic Preservation Commission. All ayes.

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

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

Adjournment was at 7:08 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 10/15/2022.



October 18, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Parks Advisory Board, term to expire 09/29/2027 due to a vacancy.

Jennifer Reynolds  
44 Schwartz Dr.

Recommend appointment to the Public Safety Advisory Committee, term to expire 10/01/2024 due to a vacancy.

Corwin Williams  
101 S. Market St. Suite 404

received  
10-4-22

**CITY OF OTTUMWA**  
**Biographical Data for Appointment to City Advisory Board**

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

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

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

Parks Board

Name: Jennifer Reynolds Telephone: 641-799-6146

Email: (optional) jreynolds85@hotmail.com

Address: 44 Schwartz Dr ZIP: 52501

Business: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date Available for Appointment \_\_\_\_\_ E-Mail: \_\_\_\_\_

Present occupation: Human Resources Director

Previous Employment: First Resources Comp.

Answer the following: (Use additional sheets if necessary)

**Community Service:**

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

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

**Personal:**

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

Yes \_\_\_\_\_ No X





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

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

Yes X No \_\_\_\_\_

Joshua Reynolds Husband

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

Yes \_\_\_\_\_ No X

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

Yes X No \_\_\_\_\_

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? My background is in Human Resources leadership. I am great with building relationships, motivating employees, making decisions, using critical thinking and good with time management.
2. What do you see as the objectives and goals of the advisory body to which you seek appointment? To help my hometown shine and be the best City it can be.
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body? I can bring Creativity, Innovation, Critical Thinking and Decision Making.

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

  
Signature

9/28/2022  
Date

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

**WHEN COMPLETED MAIL ORIGINAL TO:** OFFICE OF THE MAYOR  
Ottumwa City Hall  
105 E Third Street  
Ottumwa, IA 52501

**YOUTH BOARD  
MEMBER APPLICANT ONLY**

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Year

**HUMAN RIGHTS COMMISSION  
MEMBER APPLICANT ONLY**

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



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

**OPTIONAL**

*The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.*

- Areas of expertise \_\_\_\_\_
- Advocacy experience \_\_\_\_\_
- Community involvement \_\_\_\_\_
- Current profession \_\_\_\_\_
- Highest level of education \_\_\_\_\_
- Race \_\_\_\_\_
- Creed \_\_\_\_\_
- Ethnicity \_\_\_\_\_
- Color \_\_\_\_\_
- Sex \_\_\_\_\_
- Sexual orientation \_\_\_\_\_
- Gender identity \_\_\_\_\_
- National origin \_\_\_\_\_
- Age \_\_\_\_\_
- Religion \_\_\_\_\_
- Disability \_\_\_\_\_

**CITY OF OTTUMWA**  
**Biographical Data for Appointment to City Advisory Board**

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

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

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

Ottumwa Public Safety Advisory Committee

Name: Corwin Williams Telephone: 641-680-5522  
Email: (optional) corwin.williams08@gmail.com  
Address: 101 S Market St STE 404 Ottumwa, IA ZIP: 52501  
Business: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Date Available for Appointment 10/18/2022 E-Mail: \_\_\_\_\_  
Present occupation: Investment Services  
Previous Employment: Broker Dealer Compliance and Technology

Answer the following: (Use additional sheets if necessary)

**Community Service:**

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

Friends of Ottumwa's Parks - Volunteer  
Centerville Police Department - Reserve Officer  
Eldon Fire and Rescue - Volunteer

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

Associates - Criminal Justice  
FEMA-IS- Courses- Multiple

**Personal:**

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

Yes \_\_\_\_\_ No X

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

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

Yes \_\_\_\_\_ No X

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

Yes \_\_\_\_\_ No X

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

Yes X No \_\_\_\_\_

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?  
Graduation from IHCC with an Associates in Criminal Justice, served as a Reserve Police Officer for Centerville Police Department, and as a Volunteer for Eldon Fire and Rescue.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

To assist public safety departments in their goals to educate and empower citizens to complete or assist in certain goals. Fire safety education, law enforcement education, ect.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

Work with the heads of departments to map out yearly goals and projects, then providing assistance where needed. Be it marketing, education, speaking, or being an able body to assist.

Served as a securities compliance trainer for a broker dealer assisting in the education of financial professionals in compliance matters. Educated trainees at the Ottumwa Job Corps Center as a security officer and mentor.



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



Signature

10/10/2022

Date

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

**WHEN COMPLETED MAIL ORIGINAL TO:** OFFICE OF THE MAYOR  
Ottumwa City Hall  
105 E Third Street  
Ottumwa, IA 52501

**YOUTH BOARD  
MEMBER APPLICANT ONLY**

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Year

**HUMAN RIGHTS COMMISSION  
MEMBER APPLICANT ONLY**

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**OPTIONAL**

*The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.*

Areas of expertise	Public Safety, Awareness, and Community Outreach
Advocacy experience	
Community involvement	Volunteer, Mentor, Candidate, Advocate
Current profession	Investment Services
Highest level of education	Associates Degree
Race	Human
Creed	
Ethnicity	
Color	Caucasian
Sex	Male
Sexual orientation	Heterosexual
Gender identity	Male
National origin	United States
Age	25
Religion	Christian
Disability	

received  
10-10-22



[ CITY OF ]

OTTUMWA

Item No. B.-3.

CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: JERRY M OGDEN

And Residing address: 508 WAVERLY OTTUMWA IA 52501 Date of Birth 9-26-51  
Street City State Zip

Organization represented, if applicable: WORKING MANS CHRISTMAS PARTY FOR NEEDY CHILDREN

Organization's address: 508 WAVERLY AVE OTTUMWA IA 52501  
No. Street City State Zip

Applicant's/Organization's phone number: 641 799 1194

Names, addresses and position of the officers of the organization:

Name	Address	Officer Position
<u>JERRY OGDEN</u>	<u>508 WAVERLY</u>	<u>PRES.</u>
<u>BRENDA MORGAN</u>	<u>FERRY</u>	<u>SEC</u>
_____	_____	_____

Estimated number of persons who will be directly soliciting: 30

Nature and purpose of your solicitation activities: COLLECT FOR BUYING TOYS AND FRUIT & CANDY FOR NEEDY CHILDREN

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) BUSINESS DONATIONS BUDGET DRIVE AT STORE

Where do you plan to canvass or solicit in Ottumwa? NOV. 1, 2022 THRU DEC 31, 2022

Date(s) when you wish to conduct your activities in Ottumwa: \_\_\_\_\_

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 10 day of OCT, 2022

Jerry M Ogden  
Applicant

Staff recommendation to Council: October 18, 2022

Approved  Denied  by City Council on October 18, 2022

Restrictions set by Council: as requested

Number of days set by Council for applicant: as requested/submitted

License Number 4566 Receipt No. N/A

# Canvasser & Solicitors Permit



CITY OF  
OTTUMWA

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
WORKINGMAN'S CHRISTMAS OGDEN, JERRY M 508 WAVERLY OTTUMWA, IA 52501

<b>Address</b>
Address: 508 WAVERLY City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7411310023000 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 4566 Permit Type: Canvasser & Solicitors

<b>Project:</b>
Issue Date: 11/01/2022 Expires: 12/31/2022 Valuation: \$0

<b>Construction Details:</b>
Workingman's Christmas Party for needy children

<b>Contractor</b>	<b>Phone</b>
-------------------	--------------

Item	GL Code	Amount
<b>Total</b>		<b>\$0.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>



CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: October 4, 2022

Kelly Blankenship

Prepared By

Street Lighting  
Department

Larry Seals *LBS*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Purchase six (6) galvanized light poles in the amount of \$24,810.00.

\*\*\*\*\*

**\*\*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: Approve the purchase of six (6) galvanized light poles in the amount of \$24,810.00.

DISCUSSION: The Electrical Department has been replacing the City's metal street light poles that the Electrical Department maintains with galvanized poles that require less maintenance. The current poles are 35 years old and rusting out at the base. The cost of six (6) galvanized poles, bases and mast arms is \$24,810.00 which is \$4,135.00 per pole.

The annual replacement of the poles started with the 2015/2016 budget year.

Budgeted: \$24,864

Source of Funds: Street Lighting

Budgeted Item: Yes

Budget Amendment Needed: No





610 GATEWAY DR  
OTTUMWA, IA 52501-2305  
P 641-682-8181 F 641-682-0922



# QUOTATION

QUOTE DATE	QUOTE #	PAGE #
09/22/2022	S510731891	1 of 1

CUST #: 190632

QUOTE TO:

CITY OF OTTUMWA  
ACCOUNTS PAYABLE  
105 E 3RD ST  
OTTUMWA, IA 52501-2999

SHIP TO:

CITY OF OTTUMWA-SHOP ACCT  
ACCOUNTS PAYABLE  
105 E 3RD ST  
OTTUMWA, IA 52501-2999

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
BRIAN LEWIS		REPLACE LIGHT POLE	ERIC E GRIFFITHS	
QUOTED BY		TERMS	FREIGHT TERMS	
ROGER D MCCOY			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
6 ea		QUOTATION-ITEM-PRICE/EACH DS50-900A320-6SGV-HH-FST-LAB-M201 VALMONT 35' RND TAPERED STEEL POLE WITH 6' ARM, HAND HOLE, FESTOON BOX & STEEL XFMR BASE WITH TRAPIZIOD WASHERS LESS ANCHOR BOLTS	4135,000/ea	24810.00

PRICES SUBJECT TO CHANGE  
QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE  
PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS  
AND CONDITIONS

\* This line is taxable

<b>SUBTOTAL</b>	24810.00
<b>S&amp;H CHARGES</b>	0.00
<b>ESTIMATED TAX</b>	0.00
<b>AMOUNT DUE</b>	24810.00



**CITY OF OTTUMWA**  
**Staff Summary**

**received**  
10.11.22 12pm

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

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

AGENDA TITLE: Bid for a Ford F-350 Tool Truck for the Parks Department

\*\*\*\*\*

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

RECOMMENDATION: Accept the bid for a Ford F-350 Tool Truck for the Parks Department from Stivers Ford for \$78,820

DISCUSSION: The City of Ottumwa has received a bid for a Ford F-350 tool truck from Stivers Ford for \$78,820. The purchase of this truck was approved by the City of Ottumwa fleet committee. The new tool truck will replace truck #195, which is worn out and needs a new engine. An evaluation of truck #195 is attached. There was \$136,000 budgeted for the purchase of the tool truck and the wide area mower. \$12,839.98 of the cost of the tool truck will need to be funded by the parks operating budget. The new tool truck will be used by the parks department employees for a variety of jobs.

Source of Funds: Fleet Capital Improvement Program

Budgeted Item:  Budget Amendment Needed: Yes

### EQUIPMENT EVALUATION

Vehicle: 195      Year: 2002      Model & Type: Ford F250  
 Dept: 430      Mileage: 97155      Hour Meter: \_\_\_\_\_

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
<b>Engine</b>	Both valve covers have small leaks. Uses oil. Front cover seeps oil.		x		\$ 500.00
<b>Transmission</b>	Needs serviced.		x		\$ 150.00
<b>Transfer</b>	N/A				
<b>Rearend/Final Drives</b>	Ring and pinon.	x			
<b>Brakes</b>	Front and rear 75% left.	x			
<b>Tires/Steering</b>	Some play in steering. Front tires 10% left. Rear 60% left.		x		\$ 500.00
<b>Body &amp; Frame Suspension</b>	Front bumper rusted out. Rockers rusted. Box cross members rusted out.			x	\$4,000.00
<b>Miscellaneous (Interior/lights/windows)</b>	Normal wear, needs cleaned.		x		\$ 200.00
<b>Hydraulic System</b>	N/A				
					<b>\$ 5,350.00</b>

2021    \$ 8,654.88  
 2020    \$ 127.88  
 2019    \$ 485.28  
 2018    \$ 476.70  
 2017    \$ 1,419.67

Checked by: 1032

Date: 10/21/2021

Approved: Yes                      No

Destination: \_\_\_\_\_



\$78,820

Due  
10/6

CITY OF OTTUMWA  
PARKS DEPARTMENT  
SPECIFICATIONS FOR A ¾ TON EXT. CAB 4 X 4 PICKUP TRUCK

Minimum specifications for bid of a ¾ ton, extended cab, 4 x 4 pickup truck. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of Equipment: Ford Reading Body

Model Number: F-350 SRW

Dealer Bidding: Stivers Ford Lincoln

Authorized Dealer for product bid: Yes  No ( ): If no, who are you bidding with? \_\_\_\_\_

EPA rated large size pickups, V8 Cylinder engine.

**CAB & BODY**

	<b>CHECK ONE</b>	
	<b>YES</b>	<b>NO</b>
Bench seat, heavy-duty vinyl upholstery, foam cushion	<input checked="" type="checkbox"/>	( )
Interior Color – gray	<input checked="" type="checkbox"/>	( )
AM/FM Radio, factory installed	<input checked="" type="checkbox"/>	( )
Dual below eye level mirrors (minimum 5" x 8")	<input checked="" type="checkbox"/>	( )
Dome Light	<input checked="" type="checkbox"/>	( )
8' straight side body	<input checked="" type="checkbox"/>	( )
Intermittent wipers	<input checked="" type="checkbox"/>	( )
Integrated strobes, front <u>Grille Strobe</u>	<input checked="" type="checkbox"/>	( )
Standard front bumper	<input checked="" type="checkbox"/>	( )



Standard or step type rear bumper	(X)	( )
Receiver hitch frame mounted, Class III 5000 lb weight carrying capacity <i>class V</i>	(X)	( )
Trailer brake controller with 6-prong plug-in bumper	(X)	( )
Power Mirrors	(X)	( )
Color: white	(X)	( )
<b><u>ENGINE - CHASSIS - DRIVE</u></b>		
Engine: V8 - 350 cu. in. minimum	(X)	( )
Magnetic drain plugs (magnetic collectors are satisfactory if Magnetic drain plugs are not available)	( )	(X)
Automatic transmission	(X)	( )
Alternator: 12 volt, 150 amp minimum	(X)	( )
Battery: 525 CCA (maintenance free/long life type)	(X)	( )
Power disc brakes	(X)	( )
Shock absorbers, heavy duty	(X)	( )
Power steering	(X)	( )
Tires - all terrain (5 required) P Metric sizing required, spare mounted under box	(X)	( )
Differential axle ration of 4.10 <i>4.30</i>	( )	(X)
Automatic locking hubs	(X)	( )
Heavy duty front springs	(X)	( )
Rust proofing - factory	(X)	( )

Fuel tank, minimum 30 gal

**LITERATURE**

One (1) copy of service, parts, operators, body manuals, books or in CD form

**WARRANTY**

(Specify) 3yr 36k Limited Comp

5 year 100k powertrain

**UTILITY BOX**

**Weights & Measures**

- See authorized Reading Brochure for up to date weights and measures.

**1. Understructure**

- A. Front crossmember .190 (3/16") 5052-H32 Aluminum Channel floor width .35 Thickness 6061-T6 Alum.
- B. Rear crossmember .190 (3/16") 5052-H32 formed Aluminum channel floor width .35 Thickness 6061-T6 Alum
- C. .190 (3/16") 5052 H32 formed Aluminum full width channel crossmembers fore & aft of the wheelhouse panel
- D. Center frame reinforcement
  - a. (3) - .190 (3/16") 6061-T6 Aluminum extruded full Length longitudinal reinforcements

**2. Floor:**

- A. 3/16" 3003-H22 Aluminum Tread Plate
- B. 48 1/2 " wide floor opening in load bed

**3. Doors:**

- A. Double panel construction, 1 1/4 " thick
- B. Exterior panel .063 5052-H32 Aluminum
- C. Interior panel .063 5052-H32 Aluminum
- D. Full length aluminum hat section reinforcement between panels, spot welded to the inner door panel and urethane-bonded to the exterior panels
- E. Nitrogen strut door holders with internal dampeners & release clasp on vertical doors - holds door at 90 degree open position with

- |  |   |     |
|--|---|-----|
| adjustment to 95 degree opening  | ∞ | ( ) |
| F. Plated chain supports on all horizontal doors - #45 blue chrome Steel sash chain combined with an "S" hook and chain looming  | ∞ | ( ) |
| <b>4. Door Seals: (Dual Pro®)</b>  |   |     |
| A. 1 <sup>st</sup> - 5/8" wide automotive quality bubble type seal with a high bond PSA heat-sealed backing mounted on door to keep dust and water out of compartment and prevent metal to metal contact between door and door frame | ∞ | ( ) |
| B. 2 <sup>nd</sup> - full double panel door construction having die-formed 'V' channels that mesh with vertical and horizontal door frame baffles to direct water away from compartment  | ∞ | ( ) |
| <b>5. Locks: (Lock cylinders guaranteed for life of body to original purchaser)</b>  |   |     |
| A. Stainless steel pan assembly that is bolted to door skin using (4) four hidden mechanical fasteners and protected against water intrusion by using sealing gasket under pan flange assembly                                       | ∞ | ( ) |
| B. Complete polished stainless steel rotary action for maximum corrosion protection and smooth operation   | ∞ | ( ) |
| C. Key locking: automotive quality, double bitted lock cylinder with O-ring seal to prevent high pressure spray from entering compartment thru cylinder assembly   | ∞ | ( ) |
| D. Paddle type, 'free wheeling' stainless steel handle assembly in locked position for greater security  | ∞ | ( ) |
| E. Interior removable lock covers to prevent loose items from jamming or damaging the lock mechanism and to provide serviceability of the lock and handle assemble   | ∞ | ( ) |
| <b>6. Door Hinges: (Removable &amp; adjustable) (Patent No. 7,350,273)</b>   |   |     |
| A. 3.5# hidden hinge assembly which allows door to over-lap frame on all four (4) sides  | ∞ | ( ) |
| B. 10 gauge zinc-plated steel with 1/4" stainless steel pins at pivot points   | ∞ | ( ) |
| C. Hinge assembly does not require frequent lubrication or maintenance and hinges are not exposed to the elements  | ∞ | ( ) |
| D. Securely bolted in place using with 6-way adjustment  | ∞ | ( ) |
| E. Hinge assembly is rated to a 250# capacity and have been cycle tested 60,000 cycles   | ∞ | ( ) |
| <b>7. Door Frame &amp; Jam Assembly:</b>   |   |     |
| A. Unique 'J' frame design with 3.8" deep return flange for superior frame support, prevention of water intrusion & the elimination of   |   |     |



- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| a needed jam installed weather stripping  | <input checked="" type="checkbox"/> | ( )                                 |
| B. Vertical door frame extends beyond door frame header in height for superior rigidity                                 | <input checked="" type="checkbox"/> | ( )                                 |
| <b>8. <u>Striker Pin:</u></b>   |                                     |                                     |
| A. 4-way adjustable with ribbed Allen bit head, tri-chromate washer and threaded pressure block for positive adjustment | <input checked="" type="checkbox"/> | ( )                                 |
| <b>9. <u>Body Sides:</u></b>  |                                     |                                     |
| A. .090 – 5052-H32 Aluminum with corner casting reinforcement at radii rub rail for superior strength                   | <input checked="" type="checkbox"/> | ( )                                 |
| <b>10. <u>Front Bulkhead:</u></b>   |                                     |                                     |
| A. .090 – 5052-H32 Aluminum construction with full side pack height design for superior strength                        | <input checked="" type="checkbox"/> | ( )                                 |
| B. Solidly welded in place  | <input checked="" type="checkbox"/> | ( )                                 |
| C. Die formed reinforcing rib through facer for superior strength And durability  | <input checked="" type="checkbox"/> | ( )                                 |
| ? D. .125 – 3003H22 Aluminum Tread Plate installed 7 ½ " high reinforced for added structural rigidity                  | ( )                                 | <input checked="" type="checkbox"/> |
| <b>11. <u>Front Panels:</u></b>   |                                     |                                     |
| A. .090 – 5052-H32 Aluminum flanged design for enhanced rigidity  | <input checked="" type="checkbox"/> | ( )                                 |
| <b>12. <u>Second Front Partitions:</u></b>  |                                     |                                     |
| A. .090 – 5052-H32 Aluminum   | <input checked="" type="checkbox"/> | ( )                                 |
| <b>13. <u>Front Compartment Base:</u></b>   |                                     |                                     |
| A. .090 – 5052-H32 Aluminum   | <input checked="" type="checkbox"/> | ( )                                 |
| <b>14. <u>Horizontal Compartment Base:</u></b>  |                                     |                                     |
| A. .090 – 5052-H32 Aluminum   | <input checked="" type="checkbox"/> | ( )                                 |
| <b>15. <u>Wheelhouse Panel: (Flush Type)</u></b>  |                                     |                                     |
| A. .090 5052-H32 Aluminum with bottom flange turned in for superior strength & clean appearance                         | <input checked="" type="checkbox"/> | ( )                                 |
| B. Blind vertical attachment seam for clean appearance and the prevention of harboring road salts and corrosives        | <input checked="" type="checkbox"/> | ( )                                 |
| C. Panel includes 1-7/8" radii returned wheel well flare for road spray control   | <input checked="" type="checkbox"/> | ( )                                 |

**16. Second Rear Partition:**

- A. .090 – 5052-H32 Aluminum (X) ( )
- B. Partition included the porting of a 10" x 6-3/4" 'pass-thru' shuffle panel for longer item storage (X) ( )

**17. Rear Compartment Base:**

- A. .090 – 5052-H32 Aluminum (X) ( )

**18. Rear Panels:**

- A. .125 – 5052-H32 Aluminum (X) ( )

**19. Slam-Action Tailgate:**

- A. Double panel construction with 2 1/2" x 1 1/2" boxed top rail for superior strength with lower shedding radii for tailgate hardware concealment and protection (X) ( )
- B. Exterior and interior panels - .090 – 5052-H32 Aluminum (X) ( )
- C. .125 (1/8") 3003-H22 Aluminum tread plate reinforced inside (X) ( )
- D. Tailgate support and mounting brackets
  - a. 1 1/4" wide x 11 gauge stainless steel removable knee braces, one (1) each side (knee braces are hidden away when gate is closed by a unique channel shaped pocket) (X) ( )
  - b. Locking rods, hinge rods and striker channels are all stainless steel (X) ( )
  - c. Pickup bed style release handle in top center of gate with polished stainless steel cover (X) ( )

**20. Shelving:**

- A. 18 gauge G60 Minimum Spangle Galvanized Steel (X) ( )
- B. Removable, lock in place shelving (X) ( )
- C. Slotted on 2-inch centers for dividers and enhanced versatility (X) ( )
- D. Shelving included a 2 1/2" retention ledge for superior product containment (X) ( )
- E. Shelving has multi-height adjustment (X) ( )

**21. Dividers:**

- A. 18 gauge G60 Minimum Spangle Galvanized Steel – (32) dividers in side compartments and (30) additional dividers in space maker top compartment models *unsure on # of dividers all else included* ( ) (X)

**22. Light Guards:**

- A. Welded inside rear panels with large wiring access ports (X) ( )



**23. Aluma-Fill®:**

- A. Aluminum gas fill box (supplied loose) receptacle for superior protection against chips and corrosion  ( )

**24. Spacemaker Lids:**

- A. .090 with .090 – 5052-H32 Hat Section Reinforcement under lid  ( )
- B. (2) Gas prop supports: one (1) each end  ( )
- C. (2) Rotary action locking devices, one (1) each end with key-locking push button release accessible from horizontal compartment for enhanced security  ( )

**25. Spacemaker Compartment Base:**

- A. .063 – 5052-H32 Aluminum *.090 thickness* ( )
- B. Full length .090 – 5052-H32 Aluminum longitudinal header for superior strength  ( )

**26. Corrosion Protection, Primer & Finish Coat:**

- A. 12 stage automotive electro-cathodic immersion prime paint system (Reading's exclusive acrylic e-coat system conforms to all current state and federal environmental regulations)
- B. Reading's Exclusive Polyester Powder Coat Finish – standard available colors: White & Red 9 by specific O.E.M. availability) Unit is also available in only a prime finish or Base Coat/Clear Coat wet spray single pigment enamel or metallic finish  ( )

**27. Undercoating:**

- A. Entire understructure undercoated  ( )
- B. Undercoating used:
- a. Pure Asphalt Co. #76 UC Metal Protector/Sound Deadener  ( )

**28. Lighting, Wiring & Safety Items:**

- A. All lighting including clearance are L.E.D. except for back-up Incandescent lights and factory lights where required on QM (quick mount) bodies  ( )
- B. All wiring and its installation process meets and/or exceeds the O.E.M. requirements  ( )

**29. Service & Warranty**

- A. Finished product includes a product owner's manual highlighting the following:
1. Body identity locations  ( )

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| 2. Maintenance Schedule  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Repair/adjustment/warrant procedures  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Wiring diagram  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>B. If the finished product includes the installation of a Latch-Matic Security</b>  |                                     |                                     |
| 1. Separate manual including wiring schematic and programming of the system including its programming of the device                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>30. <u>Bumpers &amp; Option Availability</u></b>  |                                     |                                     |
| A. With the exception of QM models, there are multiple bumper step surfaces  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| B. With the exception of QM models, light ports are available in different locations   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C. Ultima <sup>ae</sup> UP12/4000 SD Pure Sine inverter per customer   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| D. Accessory lighting  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| ✓ E. Latch-Matic Security  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Master Locking  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| G. Aluminum Spacemaker Top Packs   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| H. Compartment Lighting  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| I. Rhino Linings (requires body to be powder coated <i>Lead Bed Only</i> )   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| J. C2 locks, compartment lights  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| K. Class V Receiver hitch with 7-way RV plug   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| L. Acari 3 <sup>rd</sup> light bracket with LED mini light bar installed on cab  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>31. <u>Warranty</u></b>   |                                     |                                     |
| A. Product is backed by Reading's Exclusive 10 Year Limited Warranty. Consult Reading or salesperson for complete details, exclusions and outline. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>32. <u>All Body Parts are Electrically Welded into One Integral Unit</u></b>  |                                     |                                     |
| A. The welding process is GMAW (Gas Metal Arc Welding) and Meets ANSI/AWS 5.10 Specifications  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| B. Welding is performed by welders certified in AWS D1.2 Process for aluminum structural welding   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>33. <u>Cox Reel:</u></b>  |                                     |                                     |
| A. Installed in bed for 50' electrical cord  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| a) wired to inverter   |                                     |                                     |
| b) Front compartments  |                                     |                                     |

The City will sign for delivery but no acceptance until we have sufficient time to properly inspect the equipment. Please setup an appointment for delivery.

**VARIATIONS:** If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests of the purchaser. It is not our intent to disqualify any quality equipment, if your equipment does not meet these qualifications.

  
\_\_\_\_\_  
Authorized Signature

01/29/22  
\_\_\_\_\_  
Date

\$78,820

## Exceptions

- Engine-Chassis-Drive
  - No Magnetic drain plugs
  - 4.30 Rear End. 4.10 is NA
- Literature
  - No
- Utility Box
  - 1A .35 Thickness 6061-T6 Aluminum
  - 1B .35 Thickness 6061-T6 Aluminum
  - 10D No Aluminum tread plate
  - 21A WE have not heard back from manufacturer as to the number of dividers
  - 25A .090 Thickness
  - 30D no accessory lighting
  - 30F no master locking
  - 30I Load bed only with have liner
  - 30J NO
  - 33A wired to inverter. Front compartments





Quote

Quote ID:	25019
Quote Date:	9/28/2022

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Quote Expires 30 Days from  
Quote Date

Sold To: 657450

Ship To:

**STIVERS FORD LINCOLN MERCURY**  
1450 EAST HICKMAN RD  
WAUKEE IA 50263

**STIVERS FORD LINCOLN MERCURY**  
1450 EAST HICKMAN RD  
WAUKEE IA 50263

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Cab to Axle	Vin #

We Are Pleased To Quote The Following For Your Approval:

Attention: Ryley Schleder  
Customer: City Of Ottumwa

Phone: 319-558-7664

1 - Reading Aluminum Service Body

- Model A1108-SW
- Entire Body Including The Load Bed Floor, Walls, Compartments, Tailgate, Front and Rear & Understructure Is Constructed Out Of Heavy Duty Aluminum
- 9' In Length
- 77-1/2" Overall Width
- 40" Tall Side Compartments
- 14-1/2" Compartment Depths
- 48-1/2" Wide 3/16" 3003-H22 Aluminum Treadplate Load Bed Floor
- "A" Style Body Compartment Layout - (2) Vertical Compartments and (1) Horizontal Compartment Per Side Of Body
- Front Vertical Compartments Will Have (2) Adjustable Shelves Per Side
- Horizontal Compartments Will Have (1) Adjustable Shelf Per Side of Body
- Rear Vertical Compartments Will Have (1) Adjustable Shelf Per Side of Body
- All Shelves Are Galvanized Steel and Include 2" Dividers
- Heavy Duty Interlaced Aluminum Understructure Will Be Continuously Welded
- 4 Bolt Spring Mounting Kit Included With All Aluminum Bodies
- Aluminum Double Panel Doors With Internal Reinforcement With Full Length Hat Section
- Dual Pro Perimeter Door Seals
- Nitrogen Strut Door Holders For All Vertical Compartments
- Patented Hidden Hinges On All Compartment Doors Which Keeps All Moving Parts Inside The Compartment and Away From The Elements
- Stainless Steel Rotary Style Door Latches With Paddle Handle
- 14-1/2" Slam Action Style Tailgate With Knee Braced Stainless Steel Hardware
- LED Stop/Turn/Tail and Reverse Lights Are Standard With This Body
- Pooched Rear Bumper W/ Recess
- Entire Outside and Inside of the Body Will Be E-Coat Primed And Powder Coated White
- 10 Year Limited Structural Warranty On The Body And 3 Years On The Powder Coat Paint
- Aluminum Body Is Up To 50% Lighter Than Comparable Steel Bodies
- All Completely Installed, Des Moines, IA

**Options Included:**

1 - Aluminum Spacemaker Top Opening Lids on Each Side, Installed

- Nitrogen Prop Supports, One at Each End of Lid
- Push Button Release Accessible From Horizontal Compartment

1 - Latchmatic Key-Fob Locking Transmitter for Service Body Doors, Installed





Quote

Quote ID:	25019
Quote Date:	9/28/2022

Phone: (515) 289-1755  
www.hawkeyetruckequipment.com

5800 NW 2ND Street  
P.O. Box 3283  
Des Moines, IA 50316-0283

Quote Expires 30 Days from  
Quote Date

- 1 - Class V Hitch w/ 7-way Electrical Plug at Rear, Installed
- 1 - Ultimate Power Power Inverter, installed
  - Model: UP12/4000SD-CG
  - Installed in Passenger Side Front Compartment
- 1 - LED Compartment Strip Lighting, Wired to Upfitter Switch in Cab If Available
- 1 - Turbo Liner Spray In Bedliner on Floor, Sides, Front Header (inside cargo area), and Tailgate
- 1 - Amber Strobe Light Package, Includes:
  - Acari 3rd Brake Light Mounting Platform
  - Buyers Amber 360 Top Strobe
  - Buyers Amber Strobe Lights Mounted in the Grille (1 pair)
  - All Wired Together to Upfitter Switch in Cab If Available
- 1 - Cox Reel Installed in Cargo Bed Area
  - Wired To Power Inverter Located in Front Passenger Compartment
  - 50' Electrical Cord
  - 30 Amp
  - 10 Ga Wire
- 1 - Relocate Back-Up Camera Provided By Dealer

**\*\*Notes\*\***

- To Be Installed On Customers 2023 F-350 SuperCab Cab & Chassis SRW Gasser w/ 60" CA
- If Truck Is Not Provided Within 60 Days of Equipment Arriving, the Equipment Must Be Paid For

Thank You For The Opportunity,  
Michael Fulton

Order Sub-Total	\$0.00
Sales Tax	\$0.00
Order Total	\$0.00
Payments	\$0.00
Total Due	\$0.00

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 255-2022: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA TO U.S. BANK, NATIONAL ASSOCIATION, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 255-2022.

DISCUSSION: 809 Glenwood is a property which the City acquired under Iowa Code 657A. There was a service issue with a mortgage on the property. Staff, City attorneys and the mortgage holder have negotiated an agreement for the City to sell the property for \$8,500 which would recover costs to this period. The bank would then seek an appropriate buyer to rehabilitate the property. This resolution sets a public hearing on this matter for November 1, 2022.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

October 18, 2022

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property locally known as 809 Glenwood Avenue, Ottumwa, Iowa to U.S. Bank, National Association, and providing for publication of notice thereof

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

October 18, 2022

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., 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:

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

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Hull then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA TO U.S. BANK, NATIONAL ASSOCIATION, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member McAntire seconded the motion to adopt. The roll was called, and the vote was:

AYES: McAntire, Hull, Pope, Roe, Galloway

---

NAYS: None

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

RESOLUTION NO. 255-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA TO U.S. BANK, NATIONAL ASSOCIATION, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Ottumwa, Iowa (the "City") recently completed a notice and petition process pursuant to Iowa Code Chapter 657A to acquire title to certain abandoned property locally known as 809 Glenwood Avenue, Ottumwa, Iowa and legally described as follows:

The West 54-1/2 feet of the East 109 feet of Lot 5 in Judge Williams Place, an Addition, to the City of Ottumwa, Wapello County, Iowa

(the "Property"); and

WHEREAS, U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer") simultaneously was pursuing a foreclosure action on the Property; and

WHEREAS, the Buyer has proposed to acquire the City's interests in the Property for \$8,500, pursuant to the terms and conditions of a proposed Real Estate Purchase Agreement (the "Agreement"); and

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a notice of the proposed conveyance of the City's interests in real property and of the hearing thereon, and to receive and consider objections and petitions.

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

Section 1. That this Council meet in the City Hall, at 5:30 p.m. on November 1, 2022, for the purpose of taking action on the matter of the proposal to convey interests in real property to U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3.

Section 2. That the City Clerk is hereby directed to cause at least one 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 said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:



**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO U.S. BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE AFC MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2000-3, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on November 1, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer") for \$8,500 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as 809 Glenwood Avenue, Ottumwa, Iowa and is legally described as follows:

The West 54-1/2 feet of the East 109 feet of Lot 5 in Judge Williams Place, an Addition, to the City of Ottumwa, Wapello County, Iowa

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 18th day of October 2022.

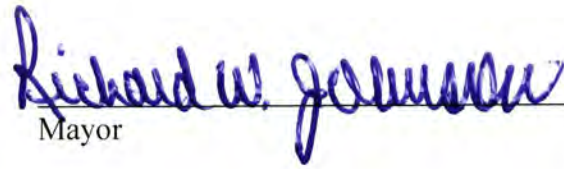
Christina Reinhard

---

City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this October 18, 2022.

  
\_\_\_\_\_  
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 18 day of October, 2022.

Christina Reus hard  
City Clerk, City of Ottumwa, State of Iowa



## Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated \_\_\_\_\_, 2022 and is between the City of Ottumwa, Iowa (the "Seller") and U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property known locally as 809 Glenwood Avenue, Ottumwa, Iowa, and legally described as follows:

The West 54-1/2 feet of the East 109 feet of Lot 5 in Judge Williams Place, an Addition, to the City of Ottumwa, Wapello County, Iowa

together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record, and (iii) restrictive covenants of record (the "Property").

2. **Purchase Price.** The Purchase Price shall be \$8,500.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date with proper adjustments as provided in this agreement.

3. **Repair Plan.** Buyer agrees to complete the following repairs to the Property:

- Provide Deadbolt locks to entry doors;
- Secure entry side door;
- Secure missing windows/screens;
- Repair damaged deck boards on porch;
- Trim overgrown plant growth in yard and dispose of any yard waste;
- Repair damaged fence;
- Remove trash, junk, and other debris from garage;
- Dispose of all construction debris in the yard;
- Remove trash or debris from inside the house;
- Keep property secure from unauthorized people until sold; and
- Keep the grass mowed.

4. **Repair Plan for Future Owner.** In the event of a future sale of the Property by Buyer, Buyer hereby warrants and agrees that any future owner of the Property will complete the following repairs:

- Replace entry side door;
- Replace missing windows/screens;
- Repair or replace all damaged siding;
- Repair or repaint all chipping peeling paint on exterior including siding, trim, soffit, fascia;
- Remove/repair screens on rear porch;
- Replace/repair roof overhang in side yard;



- Repair or remove garage;
- Repair/replace damaged or missing drywall;
- Repair/replace flooring inside the home;
- Repair staircases to 2<sup>nd</sup> floor and basement including installing hand rails;
- Install Kitchen facilities;
- Upgrade electrical system to code;
- Upgrade plumbing system to code; and
- Complete all other repairs or replacements necessary to comply with City Code.

5. **Real Estate Taxes.** The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property.

6. **Special Assessments.** The Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all other special assessments.

7. **Risk of Loss and Insurance.** The Seller agrees to maintain any property casualty insurance it currently carries to protect against damage or destruction of the Property until the Closing Date. If the Property is significantly damaged or is destroyed prior to the Closing Date, the Buyer may elect to: (i) terminate this agreement by written notice to the Seller, or (ii) complete the Closing and receive insurance proceeds payable under the Seller's insurance policies described in this section 7.

8. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before December 6, 2022 (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

9. **Closing Costs.**

a. Seller shall pay the following costs associated with this transaction:

- i. Seller's attorney's fees or other professional fees incurred by Seller in connection with this transaction.
- ii. Transfer taxes, if any.
- iii. Recording fees necessary to cure title defects identified under section 12 of this agreement.

b. Buyer shall pay the following costs associated with this transaction:

- i. The Purchase Price under section 2 of this agreement.
- ii. Buyer's attorney's fees.
- iii. The costs of the repairs described in section 3 of this agreement.
- iv. The cost of any abstract creation and/or update under section 12 of this agreement.

- v. The cost to prepare any survey under section 13 of this agreement.
- vi. The recording fee to record the deed transferring title to Buyer.

10. **Fixtures.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

11. **Inspection and Disclaimer of Warranties.** The Buyer acknowledges and agrees that the Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. The Buyer represents to the Seller that the Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. The Buyer acknowledges and agrees that at the Closing, the Buyer shall accept the Property "as is, where is, with all faults." At the Closing, the Buyer shall be deemed to have released the Seller from any claims, known or unknown, which the Buyer might have asserted or alleged against the Seller arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. The Buyer acknowledges that the compensation to be paid to the Seller for the Property considers that the Property is being sold subject to the provisions of this section 9.

12. **Abstract and Title.** If requested by Buyer and at Buyer's expense, Seller will place an order for an abstract of title to the Property dated through and including the date of this Agreement. Buyer agrees to pay all costs related to the abstract, payable at Closing. Seller agrees to deliver the abstract to Buyer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

13. **Survey.** Prior to Closing, Buyer may, at Buyer's expense, have the Property surveyed by a registered land surveyor.

14. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by quit claim deed, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

15. **Remedies of the Parties.**

- a. If the Seller breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer's sole and exclusive remedy will be to terminate this agreement by written notice to the Seller and to recover its actual out-of-pocket expenses associated with this transaction from the Seller.
- b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, the Seller may elect to (i) terminate this agreement by written notice to the Buyer, or (ii) to enforce this agreement by any remedy available to it under law, including

specific performance.

- c. The prevailing party in any dispute arising out of this agreement shall be entitled to obtain judgment for its reasonable costs and attorney fees.

16. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

**If to the Seller:**

City of Ottumwa, Iowa  
ATTN: Philip Rath, Administrator  
105 E. 3<sup>rd</sup> Street  
Ottumwa, IA 52501

**If to the Buyer:**

Kutak Rock LLP  
ATTN: Michael E. Brown  
2300 Main Street, Suite 800  
Kansas City, MO 64108

17. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

18. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

19. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state or federal courts located in the State of Iowa.

20. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

21. **Survival.** This agreement shall survive the Closing.

22. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

23. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

24. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

25. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;

- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

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

27. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

The parties are signing this agreement as of the date stated in the introductory clause.

**SELLER:**  
**CITY OF OTTUMWA, IOWA**

**BUYER:**  
**U.S. Bank, National Association, as Indenture  
 Trustee for the AFC Mortgage Loan Asset  
 Backed Notes, Series 2000-3**

By: \_\_\_\_\_  
 Richard W. Johnson, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
 Christina Reinhard, City Clerk

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

02104152-1\10981-157



# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 12, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution #257-2022 - Approve updated Salary Schedule

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #257 - 2022

DISCUSSION: Changes are as follows:

- 1) Adjust salary for Landfill Supervisor as set by the Solid Waste Commission and move to page 1. Remove from GSG pay grade.
- 2) Remove Beach Supervisor on page 4. The Municipal Employee Collective Bargaining agreement contains this salary information.
- 3) Add Director of Finance Salary to page 1.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION NO. 257-2022**

**RESOLUTION APPROVING UPDATED SALARY SCHEDULE FOR FY2023**

**WHEREAS**, the Director of Finance salary has been added with the hiring of the position; and

**WHEREAS**, the Landfill Supervisor salary was set by the Solid Waste Commission and was not updated with the current approved salary; and

**WHEREAS**, the Beach Supervisor salary is set as per the Municipal employees collective bargaining contract and is not needed on this salary schedule.

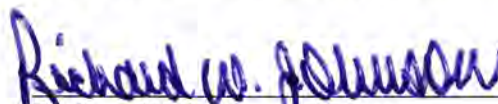
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the two positions of Director of Finance and Landfill Supervisor are accurately reflected; and

**BE IT FURTHER RESOLVED**, the Beach Supervisor position pay grade follows the collective bargaining agreement for Municipal employees; 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 18<sup>th</sup> day of October, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA SALARY SCHEDULE**  
**Fiscal Year 2023**

**The compensation schedule identified below reflects the base wage or salary for individuals in the identified non-represented<sup>1</sup> position. The wage or salary identified below or in the compensation schedule (grade and step) is the base pay and does not reflect an individual employee's longevity or other compensation modifiers now or in the future.**

**DEPARTMENT HEADS**

CITY ADMINISTRATOR  
\$153,026\*

DIRECTOR OF FINANCE  
\$116,002\*

DIRECTOR OF PUBLIC WORKS  
\$109,054\*

POLICE CHIEF  
\$103,022\*

FIRE CHIEF  
\$102,814\*

DIRECTOR OF PARK, RECREATION & CEMETERY  
\$90,854\*

DIRECTOR OF HUMAN RESOURCES  
\$88,233\*

DIRECTOR OF AIRPORT SERVICES  
\$83,262\*

DIRECTOR OF COMMUNITY DEVELOPMENT  
\$83,262\*

DIRECTOR OF LIBRARY SERVICES  
\$82,014.40 (updated 04/11/2022)\*#

CITY CLERK  
\$67,122\*

**OTHER SUPERVISORY POSITIONS**

ASSISTANT DIRECTOR OF LIBRARY SERVICES  
\$54,600 (updated 04/11/2022)\*#

LANDFILL SUPERVISOR  
\$60,008\*@

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<sup>1</sup> Non-Represented is an employee not covered or identified under a Collective Bargaining Agreement (CBA)

\*Compensation is rounded to the nearest whole dollar.

#Current compensation as established by the Board of Library Trustees

@Current compensation as established by the Solid Waste Commission

**GENERAL SERVICE EMPLOYEES**

No one at present (02)

Secretary (04)

Administrative Assistant\*\*

GSB1	GSB2	GSB3	GSB4	GSB5	GSB6
17.65	18.55	19.44	20.46	21.44	22.57

Zoning Technician (06)

GSC1	GSC2	GSC3	GSC4	GSC5	GSC6
18.55	19.44	20.46	21.44	22.57	23.62

No one at present (08)

GSD1	GSD2	GSD3	GSD4	GSD5	GSD6
19.44	20.46	21.44	22.57	23.62	24.59

Payroll & Benefits Manager (10)

Risk / Purchasing Manager

Grants Administrator / Accounts Receivable Accountant

GSE1	GSE2	GSE3	GSE4	GSE5	GSE6
20.46	21.44	22.57	23.62	24.59	26.09

No one at present (12)

GSF1	GSF2	GSF3	GSF4	GSF5	GSF6
21.44	22.57	23.62	24.59	26.09	27.39

Data Communications Supervisor (14)

Street Maintenance Supervisor

Park Maintenance Supervisor

Sewer Maintenance Supervisor

Traffic Maintenance Supervisor

Lab Supervisor

~~Landfill Supervisor~~

GSG1	GSG2	GSG3	GSG4	GSG5	GSG6
22.57	23.62	24.59	26.09	27.39	28.74

Recycling Coordinator (16)

Planner I

Zoning and Housing Coordinator

Garage Supervisor

GSH1	GSH2	GSH3	GSH4	GSH5	GSH6
23.62	24.59	26.09	27.39	28.74	30.17



Operations Supervisor (WPCF) (18)

Maintenance Supervisor (WPCF)

Airport Facilities Manager

Graphic Information System (GIS) Administrator

GSI1	GSI2	GSI3	GSI4	GSI5	GSI6
24.59	26.09	27.39	28.74	30.17	31.66

Accountant (20)

GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
26.09	27.39	28.74	30.17	31.66	33.28

^ Police Sergeant (21)

GSS1	GSS2	GSS3	GSS4	GSS5	GSS6
28.70	29.97	31.30	32.70	34.16	35.75

Engineering Supervisor (22)

GSK1	GSK2	GSK3	GSK4	GSK5	GSK6
27.39	28.74	30.17	31.66	33.28	34.92

Deputy Fire Chief (24)

GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
28.74	30.17	31.66	33.28	34.92	36.68

^ Police Lieutenant (25)

GST1	GST2	GST3	GST4	GST5	GST6
31.30	32.70	34.16	35.75	37.36	39.08

Public Works Operations Superintendent (26)

GSM1	GSM2	GSM3	GSM4	GSM5	GSM6
30.17	31.66	33.28	34.92	36.68	38.47

^ City Engineer (30)

GSN1	GSN2	GSN3	GSN4	GSN5	GSN6
41.53	43.61	45.71	48.06	50.47	52.99

^ Assistant City Engineer (28)

GSO1	GSO2	GSO3	GSO4	GSO5	GSO6
37.15	39.02	40.96	43.02	45.16	47.41

^ Senior Planner (32)

GSP1	GSP2	GSP3	GSP4	GSP5	GSP6
37.17	39.04	40.98	43.02	45.19	47.44

^ Information Technology Manager (34)

GSQ1	GSQ2	GSQ3	GSQ4	GSQ5	GSQ6
35.55	37.31	39.18	41.15	43.20	45.37

^ WPCF SUPERINTENDENT (36)						
GSR1	GSR2	GSR3	GSR4	GSR5	GSR6	
35.27	37.04	38.89	40.83	42.87	45.01	

\*\*Administrative Assistant is also currently an HR Coordinator. An additional \$5,000 per year in 2020 (\$2.40 per hour) was provided for the HR Coordinator responsibilities.

- 2021 2% COLA - \$2.45 an hour
- 2022 2% COLA - \$2.50 an hour

^ This will not be in line with other Pay Codes – It is not the 5% above previous pay grades.

**FOREMAN PAY** – additional \$2 an hour

**PART-TIME EMPLOYEES**

**AIRPORT LINE TECHNICIAN (50)**

Year 1: (ALT1)	\$13.00
Year 2: (ALT2)	\$14.00
Year 3: (ALT3)	\$15.00

**SEASONAL/CONTRACTED EMPLOYEES**

(This includes all departments with no exceptions unless approved by the City Administrator.)

**STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE, SEASONAL CODE ENFORCEMENT (SPW) (52):**

Year 1: (SPW1)	\$14.00 per hour
Year 2: (SPW2)	\$15.00 per hour

**BEACH EMPLOYEES:**

Seasonal Aquatics Supervisor (SAS) (54):

Year 1: (SAS1)	\$12.00
Year 2: (SAS2)	\$13.00
Year 3: (SAS3)	\$14.00

~~Beach Supervisor (55):~~

<del>Year 1: (SCS1)</del>	<del>\$13.00</del>
<del>Year 2: (SCS2)</del>	<del>\$14.00</del>
<del>Year 3: (SCS3)</del>	<del>\$15.00</del>

Lifeguards: (58)

Year 1: (BL1)	\$11.00
Year 2: (BL2)	\$11.50
Year 3: (BL3)	\$12.00

Water Aerobics / Swim Instructors (60)

Year 1: (WASI1)	\$11.00
Year 2: (WASI2)	\$12.00
Year 3: (WASI3)	\$13.00

Admissions: (BA1) (62) \$10.00

Concessions: (BC1) (64) \$10.00

Evening Janitor/Seasonal Maintenance (66):

Year 1: (BME1) \$9.50

Year 2: (BME2) \$9.75

Item No. D.-1.



OTTUMWA CITY COUNCIL

OCTOBER 18, 2022

# ORGANIZATIONAL HEALTH

- Membership
  - GOPIP saw first 2 consecutive months of growth in membership since 2020.
- Remodel of office for operational efficiency, additionally opening office space for potential downtown business.
- Strategic Partnerships
  - South Central Iowa Workforce Development Board



# BRAND AWARENESS

- Web Remapping
  - Continuous updating of LOIS, highest traffic on website
  - Mission 500 landing page under construction
- Social Media
  - 21% Organic growth since March, 2022
  - Launch of TikTok account
- Talk Ottumwa!
  - Over 600 unique downloads
  - Over 1,000 streams
- New Investor Portfolio

# EVENTS

- Eggs & Issues – Legislative Advocacy
  - September 21, 2022
  - Substance Abuse and Mental Health
  - Over 50 in attendance
  - Governmental Representation:
    - Sen. Grassley
    - Rep. Miller-Meeks
    - Rep. Westrich



## EVENTS

- Greater Ottumwa Rodeo
  - June 30 – July 2, 2022
  - Over 600 paid attendance, total 1,200
  - Estimated economic impact: \$1.2 M
  - Expanded performances for D.E.I.



## EVENTS

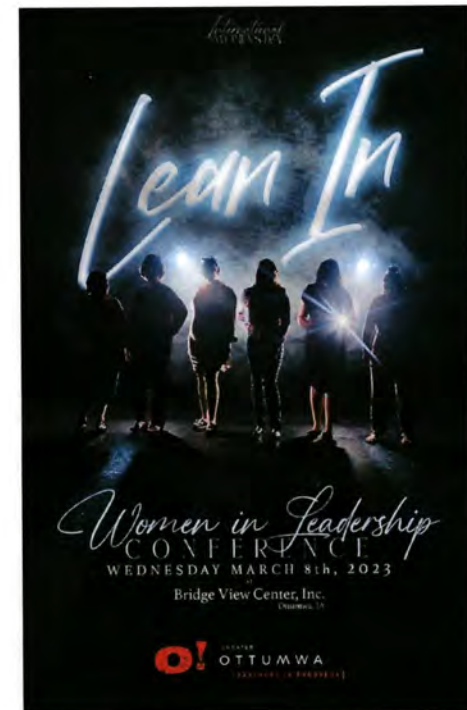
- Ottumwa Duck Races
  - September 24, 2022
  - \$3,000 Raised for Charity, \$1,000 Donated Back
  - Added Craft Vendors to 2022 Event
  - Expanded Children's Activities in C1st partnership
  - 2 Senior dogs adopted from event!!!!





## EVENTS

- Lean In (New Event)
  - March 8, 2023
  - Regional Women and D.E.I. Event
  - Keynote Speaker: Jenny Lawson
  - Sponsorships are now open
  - RFPs for speakers being sent



# EVENTS PLANNING

- Launch of Events Committee
  - Detail Analysis of all GOPIP Events for
    - Mission Attainment
    - Profitability and viability
    - Community Enrichment
  - Planning for Future Events
  - Volunteer Recruitment

# ECONOMIC DEVELOPMENT

- Childcare Initiative
  - Secured Architectural firm for physical design of Facility.
    - Location designated
    - Layout nearly complete
    - Capital campaign expected to begin in December, 2022
- Airport Assessment and Planning
  - Project nearing completion
  - Anticipated Completion Date Dec, 2022

## ECONOMIC DEVELOPMENT (CONT.)

- Retail Development
  - Retail Strategies
    - Joint Agreement with City of Ottumwa/Legacy Foundation
    - Initial Community Assessment Oct 19, 2022
  - Outreach to national retailers
- Housing
  - Partnering with Orgs and hosting Information section on website
  - Active partner in Mission 500



## ECONOMIC DEVELOPMENT (CONT.)

- Workforce Development
  - South Central Iowa Workforce Development Board
    - Partnership – Lightcast Data
  - iJAG
    - Mentoring future workforce of Ottumwa
- Iowa Association of Chambers of Commerce (Hosts)
  - October 5-6, 2022, Bridge View Center
- Helgerson Flats
  - Actively engaging clients with Realtor

# QUALITY OF LIFE / MARKETING

- #BeTheAmbassador
  - Active Community Positivity Program
  - Goal: 1K positive messages about Ottumwa
    - All cultures and languages represented
    - All ages represented
  - Physical and technological components
  - Medium-range life cycle



# QUESTIONS?



Received  
10-7-22 8:45 AM

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3202-2022: An Ordinance amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the purpose of imposing a franchise fee

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the third reading of Ordinance No. 3202-2022

DISCUSSION: On July 19, 2022 the City Council held a public hearing regarding a franchise fee for the electric utility. Pursuant to Iowa Code section 364.2(4) (f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a 3% franchise fee upon the electric utility as part of a franchise agreement with Interstate Power and Light Company. This fee would replace the current 1% charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 174-2022. The first reading passed 3-2\*, the second 4-1, and has been moved to the third reading.

\*Absent council member identified as "no" vote

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



**ORDINANCE NO. 3202-2022**

**AN ORDINANCE AMENDING APPENDIX D, ELECTRICITY FRANCHISE, WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PURPOSE OF IMPOSING A FRANCHISE FEE**

BE IT ORDAINED BY THE City Council of the City of Ottumwa, Wapello County, Iowa, hereinafter referred to as the "City":

**Section 1.** Section 10 of Appendix D, Electricity Franchise, of the Code of Ordinances of the City of Ottumwa is hereby repealed and replaced as follows:

**Sec. 10. Assessment of franchise fee.** A franchise fee of three percent is imposed upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

**SECTION 2.** This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval, passage, and publication in accordance with Iowa law and the written acceptance by the Company. The City shall provide the Company with an original signed copy of this ordinance within ten (10) days of its final passage.

The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the City Clerk, its acceptance in writing of all the terms and provisions of this ordinance.

Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa.

In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.


PASSED on its first consideration the 20 day of September, 2022.

PASSED on its second consideration the 4 day of October, 2022.

PASSED on its third consideration the 18 day of October, 2022.

APPROVED this 18 day of October, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

*Christina Reinhard*

Christina Reinhard, City Clerk



# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Oct 18, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3209-2022: An Ordinance repealing Ordinance No. 2888-2000 and granting to MidAmerican Energy company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the city of Ottumwa, Iowa, a Natural Gas System and to furnish and sell natural gas to the city and its inhabitants and authorizing the city to collect franchise fees for a period of 25 years.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the third reading of Ordinance No. 3209-2022

DISCUSSION: On September 20, 2022 the City Council held a public hearing regarding a franchise fee for the gas utility. Pursuant to Iowa Code section 364.2(4)(f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a three percent franchise fee upon the gas utility as part of a franchise agreement. This fee would replace the current one percent charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 176-2022. The first reading passed 3-2\*, the second 4-1, and has been moved to the third reading.

\*Absent council member identified as a "no" vote

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



ORDINANCE NO. 3209-2022

AN ORDINANCE REPEALING ORDINANCE NO. 2888-2000 AND GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF OTTUMWA, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Ottumwa, Iowa:

**Section 1.** Ordinance No. 2888-2000 is hereby repealed.

**Section 2.** There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called "Company,") and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, (hereinafter called the "City,") a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places (excluding parks) to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. The City Council reserves to itself the right to extend this franchise to parks at the request of the Company. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

**Section 3.** The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2021, or as subsequently amended or changed.

**Section 4.** Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed in accordance with this franchise and the City Code and regulations of the City of Ottumwa, regarding the placement of structures, facilities, or other objects in the right of way by utilities and other users of the right of way, including ordinances which assign corridors or other placements to users of the right of way and requirements which may be adopted regarding separations of structures, facilities, accessories or other objects.

**Section 5.** The Company shall, excluding facilities located in private easements (whether



titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff,") at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street, avenue, right of way or alley or any public improvement of, in or about any such street, avenue, right of way or alley or reasonably promoting the efficient operation of any such improvement.. If the City has a reasonable alternative route for the street, avenue, right of way or alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City and Company shall work together to consider said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree and vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree/vegetation removal does not coincide with the Company facilities relocation schedule and Company must remove trees/vegetation that are included in the City's portion of the project, the City shall either remove the material at its cost or reimburse the Company for the expenses incurred to remove said vegetation or trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

**Section 6.** In making excavations in any streets, avenues, alleys, rights of way and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and shall provide the City with 24 hours' notice prior to the actual commencement of the work, and shall comply with all provision and requirements of the City in its regulation of the use of City right of way in performing such work. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or

obtaining the permit, provided, however, that the Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. To the extent not inconsistent with this ordinance, the Company shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work, including all city ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. The Company shall complete all repairs in a timely and prompt manner. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

**Section 7.** The City's vacation of a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for the existing Company facilities.

**Section 8.** The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

**Section 9.** Pursuant to relocation of Company facilities as may be required here under, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate the project of a commercial or private developer or other non-public entity, City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

**Section 10.** The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, including attorneys' fees, on account of injury or damage to any person or property, to the extent caused or occasioned in whole or in part by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

**Section 11.** Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in the public right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Upon receipt of a request from a third party for information concerning information about the Company's facilities within the City, the City will promptly submit same to Company. If the Company believes any of the information requested constitutes a trade secret which may otherwise be protected from public disclosure by state or federal law, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time, then the Company shall provide the City with a written explanation of the basis for such assertion of confidentiality or exemption from disclosure within ten (10) days. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure the Company shall assume, upon request of the City, the defense of said action. The Company shall reimburse the City any and all cost, including attorney fees and penalties to the extent allowed by law which may result from any said action.

**Section 12.** The Company shall extend its mains and pipes and operate and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

**Section 13.** During the term of this franchise, the Company shall furnish natural gas in the

quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

**Section 14.** A franchise fee of three percent (3%) is imposed upon the gross revenue generated from the sales of natural gas by the Company within the corporate limits of the city. For purposes of this section gross revenue shall include in addition to revenue from direct sales of natural gas to customers, the gross revenue derived by the company from the transmission, transportation or distribution of natural gas sold to customers by suppliers other than the company through the company's distribution system within the City. In determining the amount of the fee, the Company may presume that the customer's cost of gas is the same as if the gas were sold by the Company, unless a different cost is provided.

**A.** The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

**B.** The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

**C.** The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances or resolutions have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances or resolutions from the City.

**D.** The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or



information.

**Section 15.** Upon implementation of a franchise fee, the City shall not, pursuant to Section 480A.6 of the Code of Iowa, impose or charge the Company a fee for management costs attributable to the Company's requested use of the City's right-of-way.

**Section 16.** Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

**Section 17.** If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**Section 18.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**Section 19.** This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this

ordinance shall be void and of no effect.

**Section 20.** Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED on its first consideration the 20 day of September, 2022.

PASSED on its second consideration the 4 day of October, 2022.

PASSED on its third consideration the 18 day of October, 2022.

PASSED AND APPROVED this 18 day of October 2022.

CITY OF OTTUMWA, IOWA

By: Richard W. Johnson  
Mayor/Mayor Pro Tem

ATTEST:

Christine Reinhard

(OFFICIAL SEAL)

City Clerk

I, Christina Reinhard, City Clerk of the City of Ottumwa, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. 3209-2022, passed by the City Council of said City at a meeting held October 18, 2022, and signed by the mayor October 18, 2022, and published as provided by law on \_\_\_\_\_, 2022.

Christine Reinhard

(OFFICIAL SEAL)

City Clerk

**received**  
10-10-22 4:30pm

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3210-2022: AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

\*\*\*\*\*

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

RECOMMENDATION: Approve the second consideration of Ordinance No. 3210-2022.

DISCUSSION: The owners of the property at 1235 Hutchinson have applied for voluntary annexation. The annexation request will be considered at the November 1, 2022 Council meeting. This ordinance would also have its third consideration on November 1. Ordinance No. 3210-2022 would rezone the property when it annexed from AG Agriculture/Urban Preserve to C1 Neighborhood Commercial. This rezoning would permit the construction

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

and operation of a Dollar General retail store.

The Plan and Zoning recommended on a vote of 5-4 that the rezoning be approved with the following conditions:

1. That the property be developed within two years. If development does not occur, the zoning would need require additional consideration by Plan and Zoning and Council review.
2. That liquor sales and pawnshop uses not be permitted. Those uses are permitted generally in the C1 zone, but this restriction would prohibit them on this property.

The Future Land Use Plan designates the property as suitable for Community Commercial Use. C-1 classification is compatible with Community Commercial Use in the Future Land Use Plan adopted with the Our Ottumwa 2040 Comprehensive Plan. Staff finds that the development of the retail store is not incompatible with the surrounding neighborhood. While the predominate uses in the surrounding neighborhood are medical service uses rather than commercial retail, these medical services business have similar operating hours, maintain large parking lots and generate traffic. Pennsylvania is an arterial or major collector street suitable for commercial traffic.



**ORDINANCE NO. 3210-2022**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP**

WHEREAS, Iowa Code Section 414.5 allows the City Council to impose reasonable conditions on a property owner as part of a rezoning request; and

WHEREAS, such conditions must be agreed to in writing, prior to the time of the public hearing regarding the proposed rezoning; and

WHEREAS, the City Council of the City of Ottumwa finds that a conditional rezoning of this property is appropriate and reasonable to satisfy the public needs that are directly caused by the requested rezoning; and

WHEREAS, the property owner has agreed to these conditions in writing.

NOW, THEREFORE, be it enacted by the City Council of the City of Ottumwa, Iowa:

**SECTION 1. ZONING AMENDMENT.** The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of Agricultural and Urban Reserve (AG) District to C-1 Neighborhood Commercial District, to wit:

A part of Lot Nine (9) of Wm. Hammond's Subdivision of the South Half of the Northwest Quarter (NW 1/4) of Section 20, Township 72 North, Range 13 West of the 5<sup>th</sup> P.M., in Wapello County, Iowa, being more particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Lot Nine (9); thence South 89°33'27" West along the South right of way line of East Pennsylvania Avenue in the City of Ottumwa, Wapello County, Iowa extended to the East, a distance of 219.97 feet; the South 2°06'21" West along an existing fence line and this line extended Southwesterly, a distance of 305.46 feet to a point on the South line of said Lot Nine (9) as heretofore evidenced by Iron Pins; thence North 89°37'19" East along the said South line of Lot Nine (9), a distance of 231.19 feet to an existing Iron Pin at the Southeast Corner of said Lot Nine (9); thence North along the East line of said Lot Nine (9), the same being the West right of way line of Hutchinson Avenue, a distance of 305.42 feet to the point of beginning. Half inch Iron Pins with Plastic Survey Caps, "Graham R.L.S. 3955" have been set at the Northeast, Northwest and Southwest Corners of the above described Tract of Land.

This rezoning is subject to the following conditions:

1. That the property shall be developed within two years from the effective date of this ordinance. If the property is not developed in this time period, the property owner shall deliver a progress report, illustrating substantive progress toward property development, at which time an agreement extension may be granted. Any such extensions shall require a formal amendment of this Ordinance, and will require planning and zoning commission as well as city council review and approval.

2. That the following uses are prohibited on the property: Liquor Sales and Pawnshop.

3. In the event the property know as 1235 Hutchinson Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

This condition is hereby agreed to by the undersigned property owners.

\_\_\_\_\_  
MICHAEL A. SMITHART  
Title Holder

\_\_\_\_\_  
RONDA K. DENNIS-SMITHART  
Title Holder

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance on the Official Zoning Map.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

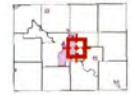
\_\_\_\_\_  
City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and was published in the \_\_\_\_\_, a newspaper of general circulation in the said City of Ottumwa on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chris Reinhard, City Clerk



Overview



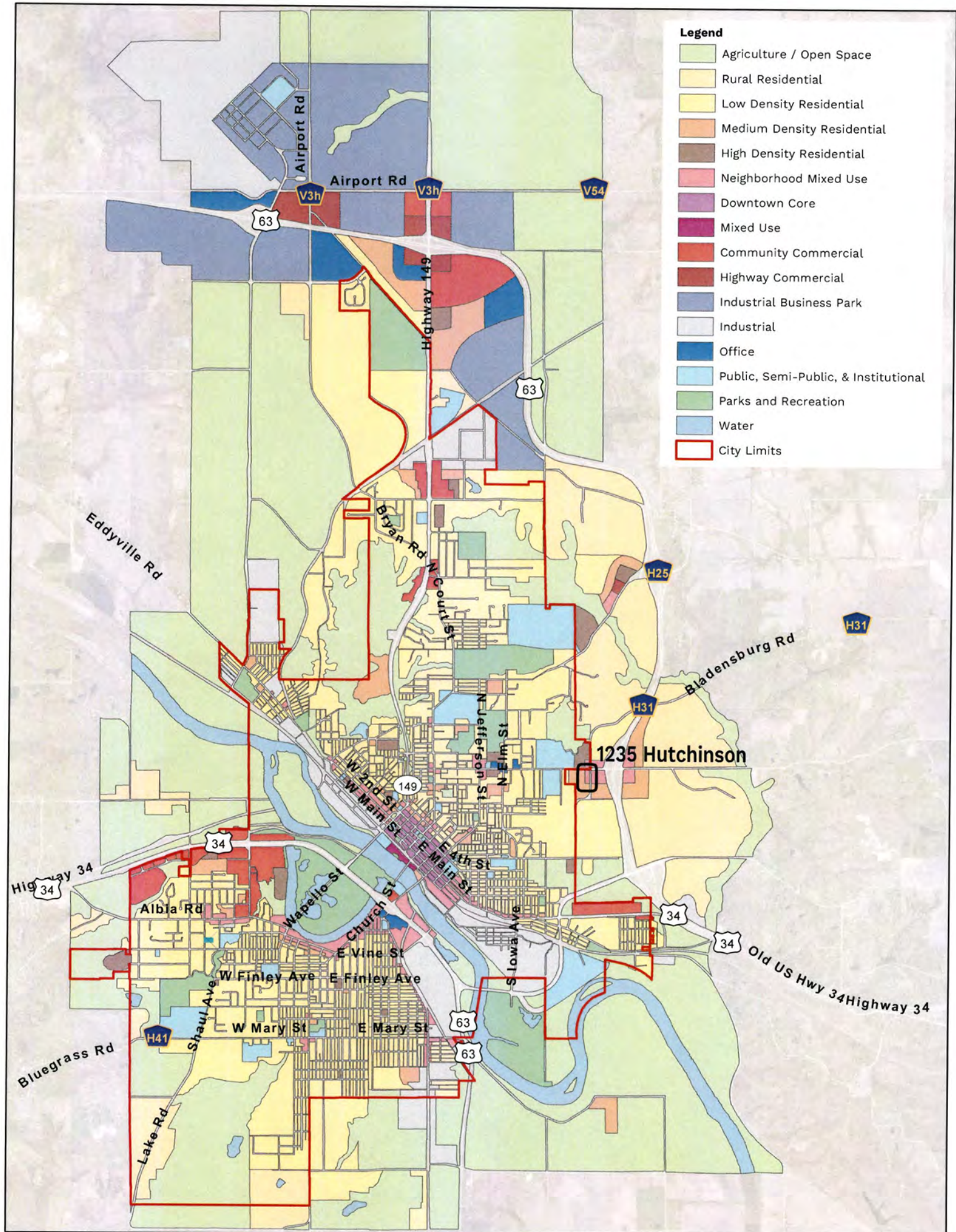
Legend

- Easements
- Lots
- Parcels**
- <blank>
- <blank>
- Subdivisions
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007072011323010	Alternate ID	n/a	Owner Address	Smithart, Michael A
Sec/Twp/Rng	20-72-13	Class	R		Dennis-Smithart, Ronda K
Property Address	1235 HUTCHINSON AVE	Acres	1.48		12378 Sycamore Rd
	OTTUMWA				Ottumwa, IA 52501-
District	CENTER TWP/OTTUMWASCH				
Brief Tax Description	PT LOT 9 OF WM H HAM MONDS SUB OF S1/2 NW SEC 20-72-13 BEING THE E'LY&EX PT SOLD & EX EASEMENT TO WAPELLO CO (1235 HUTCHINSON AVE )				
	(Note: Not to be used on legal documents)				

Date created: 8/1/2022  
Last Data Uploaded: 7/31/2022 9:39:56 PM







**ORDINANCE NO. 3210-2022**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP**

WHEREAS, Iowa Code Section 414.5 allows the City Council to impose reasonable conditions on a property owner as part of a rezoning request; and

WHEREAS, such conditions must be agreed to in writing, prior to the time of the public hearing regarding the proposed rezoning; and

WHEREAS, the City Council of the City of Ottumwa finds that a conditional rezoning of this property is appropriate and reasonable to satisfy the public needs that are directly caused by the requested rezoning; and

WHEREAS, the property owner has agreed to these conditions in writing.

NOW, THEREFORE, be it enacted by the City Council of the City of Ottumwa, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of Agricultural and Urban Reserve (AG) District to C-1 Neighborhood Commercial District, to wit:

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Avenue, a distance of 305.42 feet to the point of beginning. Half inch Iron Pins with Plastic Survey Caps, "Graham R.L.S. 3955" have been set at the Northeast, Northwest and Southwest Corners of the above described Tract of Land.

This rezoning is subject to the following conditions:

1. That the property shall be developed within two years from the effective date of this ordinance. If the property is not developed in this time period, the property owner shall deliver a progress report, illustrating substantive progress toward property development, at which time an agreement extension may be granted. Any such extensions shall require a formal amendment of this Ordinance, and will require planning and zoning commission as well as city council review and approval.
2. That the following uses are prohibited on the property: Liquor Sales and Pawnshop.
3. In the event the property know as 1235 Hutchinson Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

This condition is hereby agreed to by the undersigned property owners.

  
MICHAEL A. SMITHART  
Title Holder

  
RONDA K. DENNIS-SMITHART  
Title Holder

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance on the Official Zoning Map.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: October 4, 2022

Second Reading: October 18, 2022

Third Reading: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and was published in the \_\_\_\_\_, a newspaper of general circulation in the said City of Ottumwa on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chris Reinhard, City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Oct 18, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Discussion and direction regarding property acquisitions at 210 West Main and 160 River Drive

\*\*\*\*\*

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

RECOMMENDATION: Staff is seeking direction on how to proceed on these items

DISCUSSION: On July 5, 2022, the council adopted Resolution 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection with an anticipated closing date of August 17. As part of this acquisition an abstract was ordered for completion prior to closing. On September 20 the city council approved an addendum to the purchase agreement to extend the timeline for closing due to a delay in the abstract process. The city has received abstracts for both properties, however, there is not sufficient information to provide a clean opinion of title. City staff is requesting direction regarding how to proceed.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com

Kristine Stone  
515.246.0314  
kstone@ahlerslaw.com

**TO:** Mayor & City Council  
**FROM:** Kristine Stone & Jenna Sabroske  
**DATE:** October 13, 2022  
**RE:** Purchase of depot & clubhouse property

---

In July 2022, the City of Ottumwa approved a purchase agreement to acquire two properties from the Wapello County Historical Society. Those properties are identified as the depot (210 West Main) and the clubhouse (160 River Drive). The City agreed to pay \$480,000 for both properties.

As part of the acquisition process, the City has been completing its due diligence and has asked our office to review the abstracts for these properties, to evaluate the condition of legal title to the properties.

The purchase agreement provides that the abstracts for the properties will show "marketable title" held by the Historical Society. We have noted some issues with the chain of title for these properties that may render title "unmarketable." However, note that the purchase agreement provides, following review of the abstract, that "Seller shall make every reasonable effort to promptly perfect title." Further, the purchase agreement provides that if Closing is delayed due to Seller's inability to provide marketable title, then either party could terminate the agreement, effective 10 calendar days after delivering written notice to the other party.

The title issues present for both properties primarily arise out of a lack of recorded documents evidencing a chain of title prior to the deeds that transferred each property to the Historical Society. The Historical Society received a deed for the depot property in 1987, and a deed for the clubhouse property in 2013. The abstracts prepared for each property identify very few prior documents recorded with the County Recorder, which prior documents would normally help to explain ownership of each property prior to the Historical Society's ownership. The risk to the City in these circumstances is the possibility that there could be people or entities holding interests to one of the properties due to circumstances prior to the Historical Society's ownership (since the prior ownership chain is unclear in the abstracts). These people or entities could try to claim some interest in the property after the City accepted the property from the Historical Society.

The Historical Society has indicated willingness to work to resolve the title issues (i.e., attempt to establish a more complete chain of title). Based on conversations with the Historical Society's attorney, it seems likely that the Historical Society will be able to cure the title issues with the depot property. However, it is unclear if the Historical Society will be able to cure the title issues for the clubhouse property.

As noted above, if the Historical Society is unable to provide marketable title for both properties, then the City could initiate a termination of the purchase agreement.

However, the City would have other options, including:

1. Accept deeds from the Historical Society for both properties subject to any title issues that the Historical Society cannot resolve (i.e., accepting the risks associated with an incomplete chain of title on one or both properties). Under this option, the City could proceed with closing pursuant to the existing purchase agreement. This is not a recommended course of action, but is an available option.

2. Negotiate a revised purchase agreement with the Historical Society. Particularly if the Historical Society is able to resolve title issues for the depot property but is not able to resolve title issues for the clubhouse property, then this may be an attractive option. For example, the City could offer to purchase of the depot property only, for a different purchase price amount. Note that this option would require further action by the City Council and also require approval of the Board of Directors of the Historical Society.

3. Negotiate a revised purchase agreement with the Historical Society for the purchase of both properties *and pursue an eminent domain action to acquire any unknown outstanding interests* (in particular, outstanding interests related to the clubhouse property). This would clean up title issues for the clubhouse property (assuming those issues cannot otherwise be resolved), but would result in increased legal fees for the City. Legal fees are estimated at \$10,000 to complete this process. The eminent domain process would also take 120+ days to complete.

**received**  
10-13-22 11:00A

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Oct 18, 2022

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

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

AGENDA TITLE: Community Planning Month Proclamation

\*\*\*\*\*

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

RECOMMENDATION: Mayor to issue proclamation and staff to provide update on Planning activities.

DISCUSSION:

October is National Community Planning Month and an opportunity for celebrate the work done by City staff, community partners and the members of the public that volunteer on boards and commissions and turn out to public hearings to provide input on projects. This month, at the American Planning Association Iowa Chapter Conference in Ottumwa, the City of Ottumwa and Mission 500 received the Best Practice Award for

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



their work on housing. This award is a recognition that the city, the Legacy Foundation, the steering committee, RDG Planning and Design, Rippling Waters and their partners were the best example of planning practice, using public engagement to leverage the action necessary to improve housing in Ottumwa.

**COMMUNITY PLANNING MONTH PROCLAMATION**  
**October 2022**

WHEREAS, community planning is the discipline of steering and managing change by formulating goals, policies and strategies to manage land use, transportation, economic development and housing; and

WHEREAS, the month of October is designated as National Community Planning Month by the American Planning Association and throughout the United States;

WHEREAS, community planning efforts in Ottumwa include city staff, volunteer members of boards and commissions, the City Council, regional planners at Area 15 Regional Planning, the member organizations of Greater Ottumwa Partners in Progress, other community partners and the general public; and

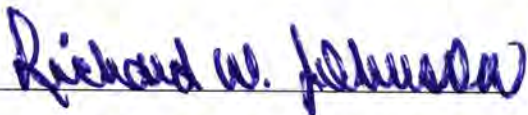
WHEREAS, Community Planning Month is an opportunity to recognize the effort and ingenuity these public servants have contributed to quality of life, economic growth and community revitalization; and

WHEREAS, the City of Ottumwa and Mission 500 received the Best Practice Award at the American Planning Association – Iowa Chapter Conference on October 13, 2022 for their work on housing in Ottumwa;

NOW, THEREFORE, I, Richard W. Johnson, Mayor of the City of Ottumwa, Iowa, do proclaim October 2022, as Community Planning Month in the City of Ottumwa; and

FURTHER, I extend my congratulations to city staff, the Ottumwa Legacy Foundation, RDG Planning and Design, Rippling Waters and Greater Ottumwa Partners in Progress and the many community partners who contributed to Mission 500.

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Ottumwa, Wapello County, Iowa this 18<sup>th</sup> day of October 2022.



Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk



**received**  
10-13-22 11:13am

# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Administration  
Department

Philip Rath  
Prepared By  
Mayor Johnson (RJ)  
Department Head

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

AGENDA TITLE: Consider Sponsoring a Display for Holiday Nights and Lights

\*\*\*\*\*

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

RECOMMENDATION: Authorize staff to prepare a simple agreement with GOPIP to sponsor a display for the 18th annual Holiday Nights N Lights

DISCUSSION: Greater Ottumwa Partners In Progress is preparing to host the 18th annual Holiday Nights and Lights. It is estimated that this community event has hosted 250,000 visitors (roughly 15,000 / year). Additionally, local organizations volunteer to assist with the event bringing notoriety to the non-profit group.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

When an event serves a public purpose the city is able to contribute to the private sponsor. This particular event brings a variety of organizations and community members together as well as visitors from across the region and beyond. These volunteers enjoy a sense of community spirit and travelers spend dollars in the community - serving a clear public purpose. To outline the relationship between the deliverable GOPIP provides from any public dollars contributed, a simple agreement related to the event should be drafted. Mayor Johnson is requesting city council review the list of available displays and identify if they would like to sponsor any of these for the 2022 Holiday Nights N Lights event.



Display Name	\$ Amount	
Happy Holidays from GOPIP		
Jingle Bell Arch	2500	Sold
Wreath Arch	2500	Sold
Feliz Navidad	300	
Santa Sleigh w/ Reindeer (suspended)	2000	Sold
Santa Loading Sleigh	3000	
Elves Skiing	1000	Sold
Snowflake Cannon	500	Sold
Elf Tossing Present into Stocking #1	500	Sold
Elf Tossing Present into Stocking #2	500	Sold
Ottumwa City Sign		
Candy Cane Arch #1	700	Sold
Candy Cane Arch #2	700	
Candy Cane Arch #3	700	
U.S.A. Flag w/ Fireworks	1000	Sold
Happy Dragon	3000	
Griswold Family Christmas	1000	Sold

Butterfly Fantasy		
Flower #1	250	
Flower #2	250	
Flower #3	250	
Butterfly #1	250	
Butterfly #2	250	
Butterfly #3	250	

Twelve Days of Christmas		
Partridge in a Pear Tree	250	Sold
Turtle Doves	250	Sold
French Horns	250	
Calling Birds	250	
Golden Rings	250	Sold
Geese Laying	250	Sold
Swans Swimming	250	
Maids Milking	250	
Ladies Dancing	250	Sold
Lords Leaping	250	Sold
Pipers Piping	250	
Drummers Drumming	250	Sold

Peeking Elf #1	250	Sold
Peeking Elf #2	250	
Peeking Elf #3	250	
Peeking Elf #4	250	
Peeking Elf #5	250	
Peeking Elf #6	250	
Peeking Elf #7	250	

Display Name	\$ Amount	
Deer Arch #1	500	Sold
Deer Arch #2	500	
Deer Arch #3	500	
Praying Hands	250	Sold
Santa in '57 Chevy	400	Sold
Santa in Corvette	400	Sold
Juggling Snowman	500	Sold
Large Candle w/ Holly #1	500	
Large Candle w/ Holly #2	500	
Large Candle w/ Holly #3	500	
Frog Tree w/ Sound	1200	Sold
Santa DJ	2500	Sold
Iowa Farm Scene	2500	Sold
Giant Circus Train	2500	Sold
Toy Shop w/ Santa	500	Sold
Cross	250	Sold
REJOICE	1500	Sold
Menorah	250	
Star of David	250	
Dreidel	250	
Santa House	3500	
Candy Cane Machine	3000	Sold
NOEL	500	Sold
Present Arch #1	700	
Present Arch #2	700	
Giant Sea Dragon	3000	
Riverboat	2500	
Lighthouse	1000	
Instruments w/Music Notes	500	
Rudolph	250	Sold
Enchanted Forest	3000	
Santa Reindeer Barn	2500	Sold
Hot Air Balloon #1	500	Sold
Hot Air Balloon #2	500	
Santa Believes	3000	Sold
Small Candle w/ Holly #1	250	
Small Candle w/Holly #2	250	
Small Candle w/ Holly #3	250	
Small Candle w/ Holly #4	250	
Small Candle w/ Holly #5	250	
Tunnel of Lights	5000	Sold
Santa Waving	250	Sold
Gingerbread People #1	250	
Gingerbread People #2	250	
Gingerbread People #3	250	
Gingerbread People #4	250	
Gingerbread People #5	250	
Frosty Bowling	1000	Sold
Dragon Standing/Verticle	600	
Dragon Walking/Horizontal	600	
Small Dragon	400	
Patriotic American Eagle	700	Sold
Belly Flop Frosty	1500	Sold

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

**received** Item No. H.-4.  
10-13-22 2:30pm

Council Meeting of: October 18, 2022

Engineering Department  
Department

Larry Seals  
Prepared By  
*Larry Seals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Additional Professional Engineering Services for easement plats and descriptions (temporary and/or permanent) for the CSO Blake's Branch, Phase 8, Division 1, East of Iowa Avenue 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: Authorize payments for Professional Services for easement plats.

DISCUSSION: During project development there are occasions when the City is required to develop easements on private property. This type of work requires us to hire Professional Surveyors to create Plats of Survey that are then recorded.

We entered into a Professional Base Hourly Agreement for Phase VIII sewer separation projects with Garden & Associates. The Current Rate Schedule for 2022 has been up-dated and is attached.

The design of the East of Iowa Separation project requires two permanent easements and seven temporary construction easements.

As we continue refining other Phase VIII projects we will bring additional invoices for approval.

The total cost is \$6,408.54.

Source of Funds: TIF, RU, LOST

Budgeted Item: YES

Budget Amendment Needed: NO

**GARDEN & ASSOCIATES, LTD.**  
**2022 RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer	\$ 160.00
Project Manager	\$ 154.00
Engineer 1	\$ 142.00
Engineer 2	\$ 129.00
Engineer 3	\$ 120.00
Engineer 4	\$ 110.00
Engineer 5	\$ 103.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 125.00
Surveyor 3	\$ 107.00
Technician 1	\$ 119.00
Technician 2	\$ 102.00
Technician 3	\$ 97.00
Technician 4	\$ 89.00
Technician 5	\$ 78.00
Technician 6	\$ 63.00

**REIMBURSABLE EXPENSES**

Mileage, Per Mile	\$ 0.59
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 47.00
Robotic Total Station Equipment, Per Hour	\$ 47.00
ATV GPS Mapping, Per Hour	\$ 125.00
Laser Scanning, Per Hour	\$ 155.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

**OTHER REIMBURSABLE EXPENSES**

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

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2022 through February 28, 2023. The Rate Schedule shall be subject to change each March 1st of each year.



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

## INVOICE

City of Ottumwa  
Attn: Larry Seals  
105 East Third  
Ottumwa, IA 52501-2905

October 4, 2022  
Invoice No: 44268

Project 6022248 Ottumwa - Blakes Branch Sewer Separation Phase 8 Easements.  
Client ID# 20073

**Professional Services for the Period: August 19, 2022 to September 29, 2022**

### Professional Services

	Hours	Rate	Amount	
Surveyor 1	11.00	130.00	1,430.00	
Surveyor 2	17.00	125.00	2,125.00	
Technician #2	12.00	102.00	1,224.00	
Technician #4	13.25	89.00	1,179.25	
Totals	53.25		5,958.25	
<b>Total Professional Services</b>				<b>5,958.25</b>

### Unit Billing

Mileage			62.54	
GPS Survey Equipment			387.75	
<b>Total Units</b>			<b>450.29</b>	<b>450.29</b>
<b>Total Project Invoice Amount</b>				<b>\$6,408.54</b>

GARDEN & ASSOCIATES, LTD.

BRADLEY J. UITERMARKT, PE

**ENGINEERS AND SURVEYORS**  
OSKALOOSA, IOWA                      CRESTON, IOWA



CITY OF OTTUMWA

Staff Summary

\*\* ACTION ITEM \*\*

*Handwritten signature*

Council Meeting of: October 18, 2022

Engineering  
Department

Larry Seals  
Prepared By

Larry Seals *DBS*  
Department Head

*City Administrator Signature*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Approve the proposal for professional services from Calhoun-Burns & Associates, Inc. to prepare a Feasibility Study for an elevated bridge on North Quincy Avenue over Bear Creek and the IC&E Railroad tracks.

\*\*\*\*\*

\*\*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: Approve the proposal for professional services from Calhoun-Burns & Associates, Inc.

DISCUSSION: A Desktop Review will be performed with the goal of determining the potential project cost and related effects of building an elevated bridge over the IC&E Railroad tracks. The work would include determining required vertical profiles, impacts to adjacent property, identify environmental review, permitting requirements and associated cost.

The cost of the Feasibility Study will be split between Wapello County and the City of Ottumwa.

The Desktop Review will be charged at an hourly rate not to exceed \$6,500.00.

Funding: LOST fund balance

Wapello County	\$3,250.00
City of Ottumwa	\$3,250.00



CALHOUN-BURNS  
&  
ASSOCIATES, INC.

October 6, 2022

Larry B. Seals, Director of Public Works  
City of Ottumwa - City Hall  
105 East Third Street  
Ottumwa, IA 52501

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
QUINCY AVENUE FEASIBILITY STUDY  
OTTUMWA, IOWA**

Dear Mr. Seals:

You have requested that Calhoun-Burns and Associates, Inc. (CB&A) provide this proposal for Professional Engineering Services to conduct a feasibility study for N. Quincy Avenue over Bear Creek, located in Section 23 of Center Township within the City of Ottumwa.

We understand that you desire a desktop review to be performed with the goal of determining the potential project cost and related affects of building an elevated bridge over the IC&E Railroad. This would include significant vertical profile changes to the roadway and adjacent properties including the bridge over Bear Creek.

We propose to perform a desktop review and provide a letter summary with a high level project budget for the following fees:

DESKTOP REVIEW:

AT HOURLY RATES  
NOT-TO-EXCEED \$ 6,500.00

Please review this submittal and, if it is acceptable, obtain the required City signatures. Then return one signed and dated copy to me. We are ready to perform the work and will continue to do a good job for you and the City of Ottumwa.

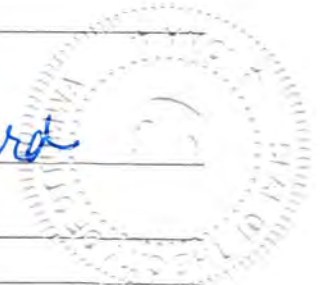
Sincerely,

Jeff M. Fadden  
Vice President

CITY: \_\_\_\_\_  
By: Richard W. Johnson  
Rick Johnson  
Title: Mayor  
Date: 10/18/22

ATTESTED BY:

Christina Reinhard  
Signature  
Title: City Clerk  
Date: 10.18.2022





received  
10-13-22 4:20pm  
Item No. H.-6.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: October 18, 2022

Engineering Department  
Department

Larry Seals  
Prepared By  
Larry Seals  
Department Head

Pf Pt  
City Administrator Approval

AGENDA TITLE: Project presentation for IDOT Project US 34, Wildwood Drive to West Junction US 63.

\*\*\*\*\*  
 **\*\*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.\*\***

PURPOSE: Provide a presentation to City Council members on the proposal by the IDOT Project US 34, Wildwood Drive to West Junction US 63.

DISCUSSION: The Department of Transportation has been working with the City of Ottumwa on developing concepts to improve safety and traffic flow operation for approximately 2.5 miles of U.S. 34 from Wildwood to U.S. 63. The Department has held multiple public input meetings actively seeking and considering input from attendees. During this same time period the Engineering Department had multiple design and review sessions with District staff.

Three main concepts were developed and presented with PROS and CONS for each (see DOT attachment for more details)

Option 1: Replace/reconstruct along the existing alignment with ramps, bridges, etc.

Option 2: A replace/reconstruct at-grade with additional signalized intersections.

Option 3: A replace/reconstruct at-grade with roundabouts.

The general consensus was that Option 3 best served operational safety.

An additional item to be included in the design that would improve connectivity of the Greater Ottumwa Park to the Sycamore Park is the inclusion of a pedestrian connection under U.S. 34.

The department would like to start the programing process for the next five year DOT construction schedule.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



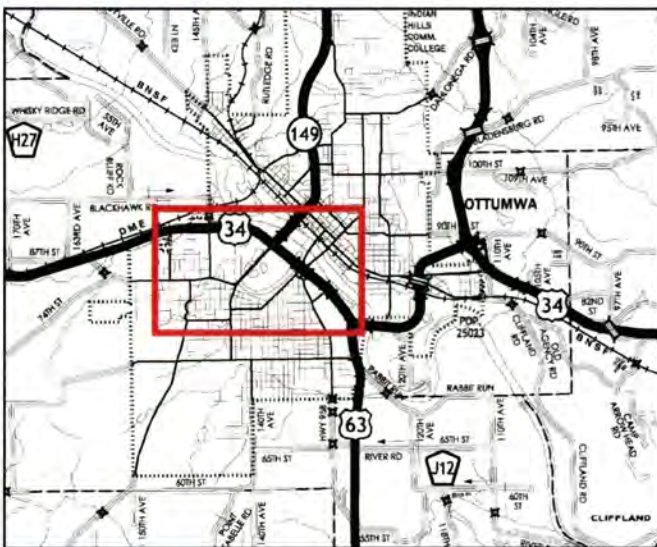
# PUBLIC INFORMATION MEETING

# US 34 CONCEPT OVERVIEW

## WELCOME!

The purpose of this meeting is to update residents and stakeholders on concepts being developed to improve the corridor, environmental constraints along the corridor, safety and operational concerns, and to obtain public feedback regarding corridor improvement options. Feedback received at this meeting will be used to develop intersection and roadway alternatives and eventually develop recommendations for improvements to the area. This public information meeting allows the City of Ottumwa and the Iowa Department of Transportation (DOT) an opportunity to explain some of the options being considered and allows interested parties to express their opinions and ask questions regarding the project.

## PROJECT STUDY AREA



## AERIAL VIEW



## CONCEPT REPORT OVERVIEW

The Iowa DOT and City of Ottumwa have partnered to review inventory conditions of the existing infrastructure, traffic operations, safety, and future corridor goals for approximately 2.5 miles of U.S. 34 from Wildwood Drive to just west of the roundabout junction with U.S. 63. The intent is to prepare a design concept to consider programming a project at the earliest in the 2025-2029 Five-Year Transportation Improvement Program.

The existing U.S. 34 was constructed in the mid-1960s. Although regular maintenance projects have helped to preserve the condition of the road system, pavement and bridges on the corridor are showing signs of distress. Other significant issues along the corridor are:

- Safety at various intersections,
- Emergency operations and traffic operation constraints,
- Bridges are approaching significant maintenance/replacement conditions,
- City and other local business stakeholder long term plans.

The intersection at U.S. 34 and Iowa 149 (Wapello Street) has a traffic volume of more than 22,000 annual average daily traffic (AADT). This intersection has consistently been on the state DOT list of the top 200 Safety Improvement Candidate Locations which qualify to consider programming a project improvement.

As a partner, the City has expressed interest in a pedestrian connection between the parks in the southeast and northeast portions of the U.S. 34 and Iowa 149 intersection.

Accordingly, Iowa DOT is currently considering 3 options as part of the corridor concept report.

- Option 1: A replace/reconstruct along existing alignment with interchange ramps, bridges, etc. upgraded to acceptable standards for width, lengths, clearances and geometry.
- Option 2: A replace/reconstruct at-grade option with signalized intersections.
- Option 3: A replace/reconstruct at-grade option with roundabouts.

All three of these concept options are intended to be designed to stay within existing state & city owned right-of-way.

(Refer to the following page 2 for brief overview of each option.)



**OPTION 1: REPLACE/RECONSTRUCT ALONG EXISTING PROFILE**



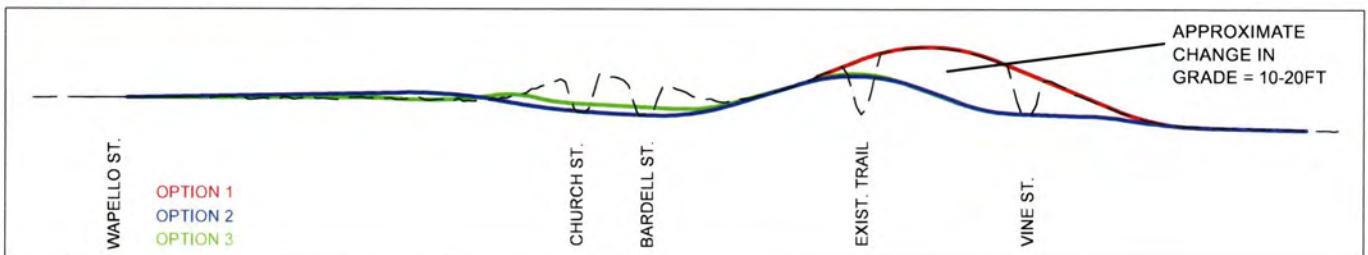
**OPTION 2: REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS**



**OPTION 3: REPLACE/RECONSTRUCT AT-GRADE WITH ROUNDABOUTS**



**OPTION PROFILE COMPARISON**





**OPTION 1: REPLACE/RECONSTRUCT ALONG EXISTING PROFILE**



PROS	CONS
<ul style="list-style-type: none"> <li>Improved to acceptable design standards</li> <li>Minimal earthwork</li> <li>No additional ROW</li> </ul>	<ul style="list-style-type: none"> <li>Cost versus benefits</li> <li>Highest exposure to high speed traffic</li> <li>Corridor will remain at existing profile grade</li> </ul>

**OPTION 2: REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS**



PROS	CONS
<ul style="list-style-type: none"> <li>At grade corridor</li> <li>Uniform geometry throughout</li> <li>Less bridge maintenance cost</li> </ul>	<ul style="list-style-type: none"> <li>Increased stops throughout corridor</li> <li>Increased higher speed conflict points</li> <li>Increased signal maintenance costs</li> </ul>

**OPTION 3: REPLACE/RECONSTRUCT AT-GRADE WITH ROUNDABOUTS**



PROS	CONS
<ul style="list-style-type: none"> <li>At grade corridor</li> <li>Reduced stops</li> <li>Reduced severity of crashes</li> <li>Lowest maintenance cost</li> <li>Opportunity for aesthetic improvement to provide a more urban feel</li> </ul>	<ul style="list-style-type: none"> <li>Potential Increase in number of low severity crashes</li> <li>Additional Right-of-Way (ROW) may be required</li> <li>Travel through roundabouts maybe difficult for permitted loads.</li> </ul>

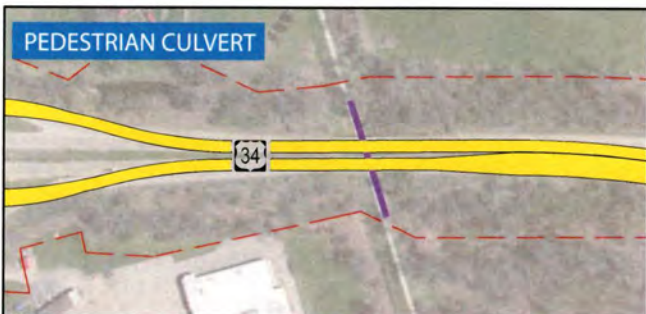
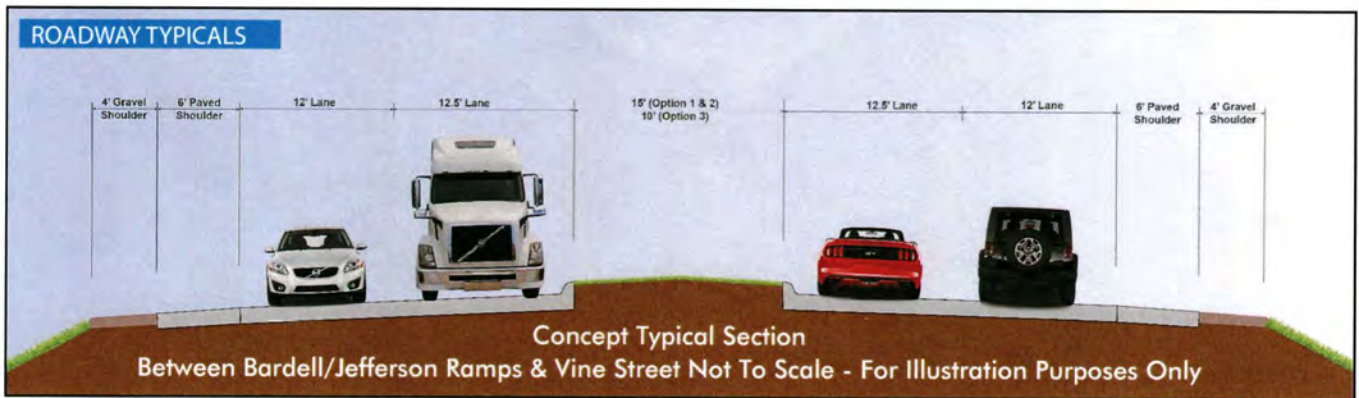




With the removal of the median crossings along US 34 in all options taking place, Eastbound traffic will not have vehicle access to park. Improvements will be made to the existing gravel road, off Quincy Avenue, to provide improved vehicle access to the park. Access to the park from US 34 will still be allowed for Westbound traffic.

**LEGEND**

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



In all options, the existing roadway bridges over the pedestrian trail will be removed and a 12' x 11' box culvert will be constructed for pedestrian traffic under US 34.



# OPTION 1

## REPLACE/RECONSTRUCT ALONG EXISTING PROFILE



PROS	CONS
<ul style="list-style-type: none"> <li>• Correcting existing lane shift.</li> <li>• Minimum disturbance to traffic.</li> </ul>	<ul style="list-style-type: none"> <li>• Will require shifting of signal head</li> <li>• Safety concerns for signalized intersections with elevated risk of high severity crash for angled collisions.</li> </ul>

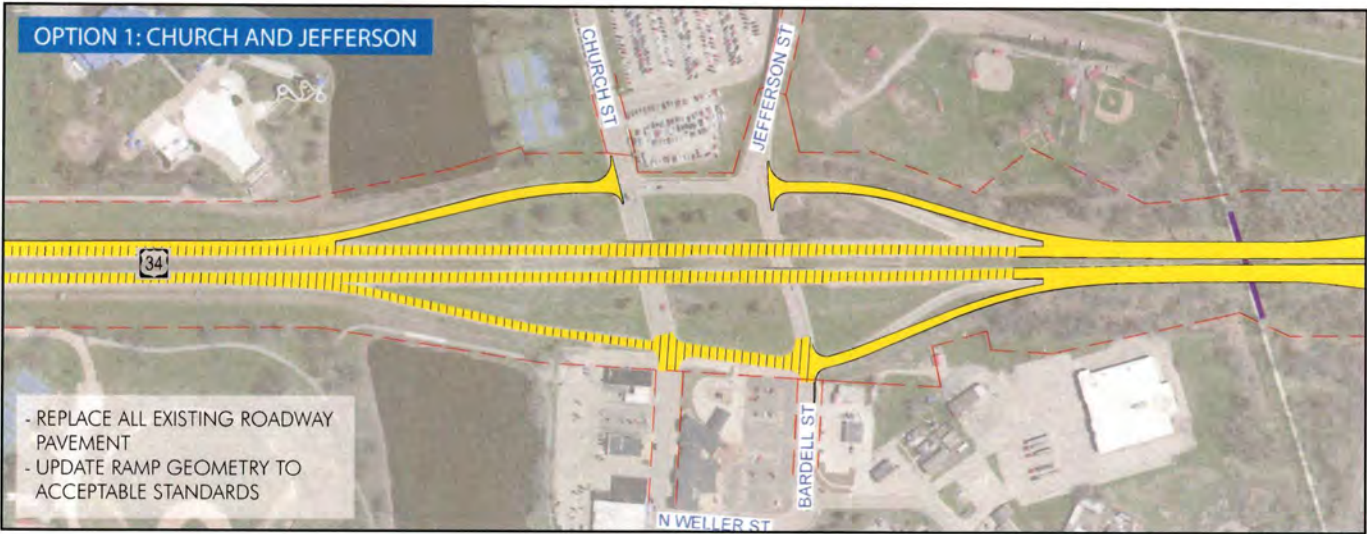
### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



PROS	CONS
<ul style="list-style-type: none"> <li>• Updated lane configuration</li> <li>• Extended merge lanes</li> <li>• Eastbound traffic will have access to the park via Quincy Avenue (Refer to previous page for drawing)</li> </ul>	<ul style="list-style-type: none"> <li>• Intersection in Top 200 for Statewide Safety Improvement Candidate list.</li> <li>• First at-grade intersection for westbound traffic after two interchanges.</li> </ul>





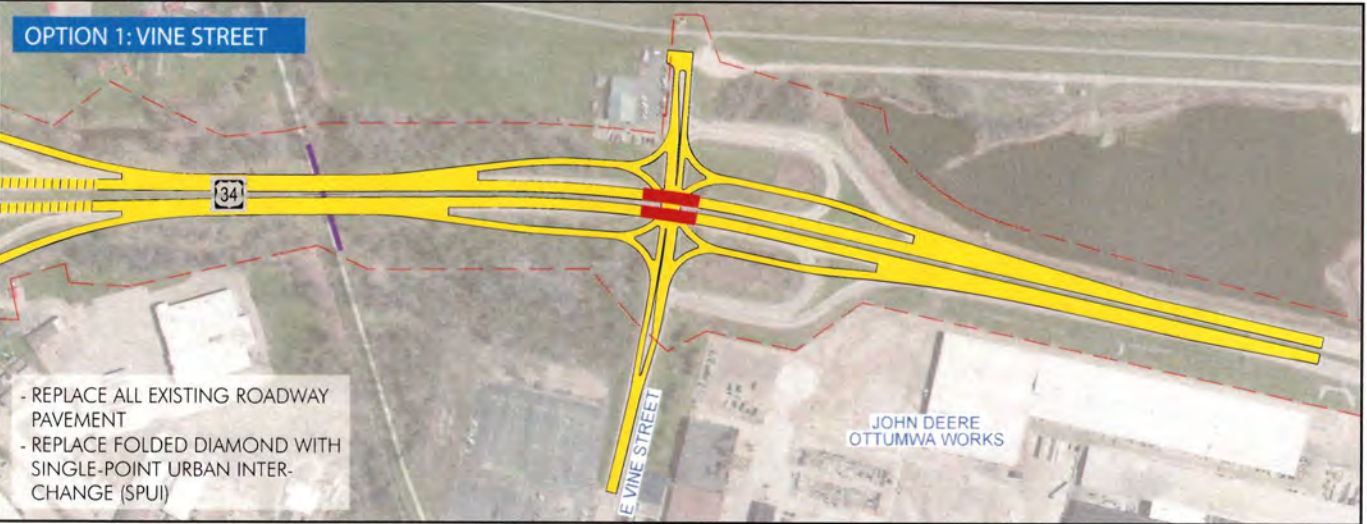
**OPTION 1: CHURCH AND JEFFERSON**

- REPLACE ALL EXISTING ROADWAY PAVEMENT
- UPDATE RAMP GEOMETRY TO ACCEPTABLE STANDARDS

PROS	CONS
<ul style="list-style-type: none"> <li>• Increased merge distance</li> <li>• Improved geometry</li> <li>• Increased bridge width</li> <li>• Only need to maintain 2 signalized intersections</li> </ul>	<ul style="list-style-type: none"> <li>• Design is not per acceptable standards</li> <li>• US 34 WB bridge over Bardell Street does not meet acceptable vertical clearance</li> <li>• Interchange approaching safety and operational thresholds</li> <li>• Last interchange for westbound traffic before IA149/ Wapello Street maybe a contributing factor</li> </ul>

**LEGEND**

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



**OPTION 1: VINE STREET**

- REPLACE ALL EXISTING ROADWAY PAVEMENT
- REPLACE FOLDED DIAMOND WITH SINGLE-POINT URBAN INTERCHANGE (SPUI)

PROS	CONS
<ul style="list-style-type: none"> <li>• Update interchange to acceptable conditions</li> <li>• Reduce number of vehicular turning movement conflict points</li> <li>• Reduced footprint</li> </ul>	<ul style="list-style-type: none"> <li>• Driver unfamiliarity with a single point urban interchange</li> <li>• Environmental concerns with pond on NE quadrant</li> </ul>



## OPTION 2

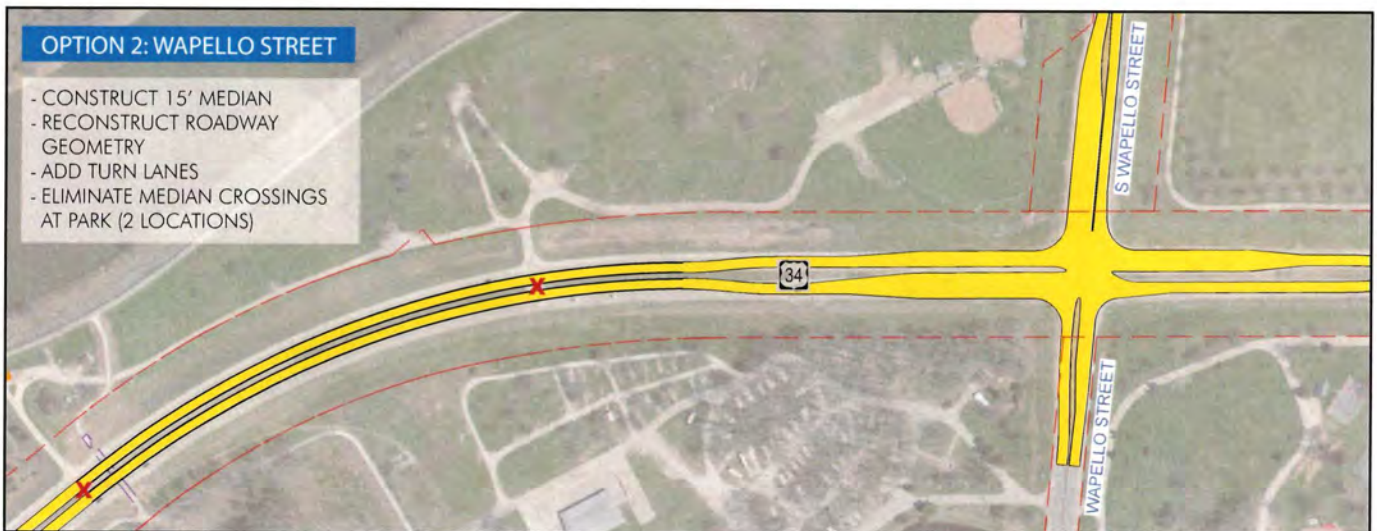
### REPLACE/RECONSTRUCT AT-GRADE WITH SIGNALIZED INTERSECTIONS



PROS	CONS
<ul style="list-style-type: none"> <li>• Correcting existing lane shift.</li> <li>• Minimum disturbance to traffic.</li> </ul>	<ul style="list-style-type: none"> <li>• Will require shifting of signal head</li> <li>• Safety concerns for signalized intersections with elevated risk of high severity crash for angled collisions.</li> </ul>

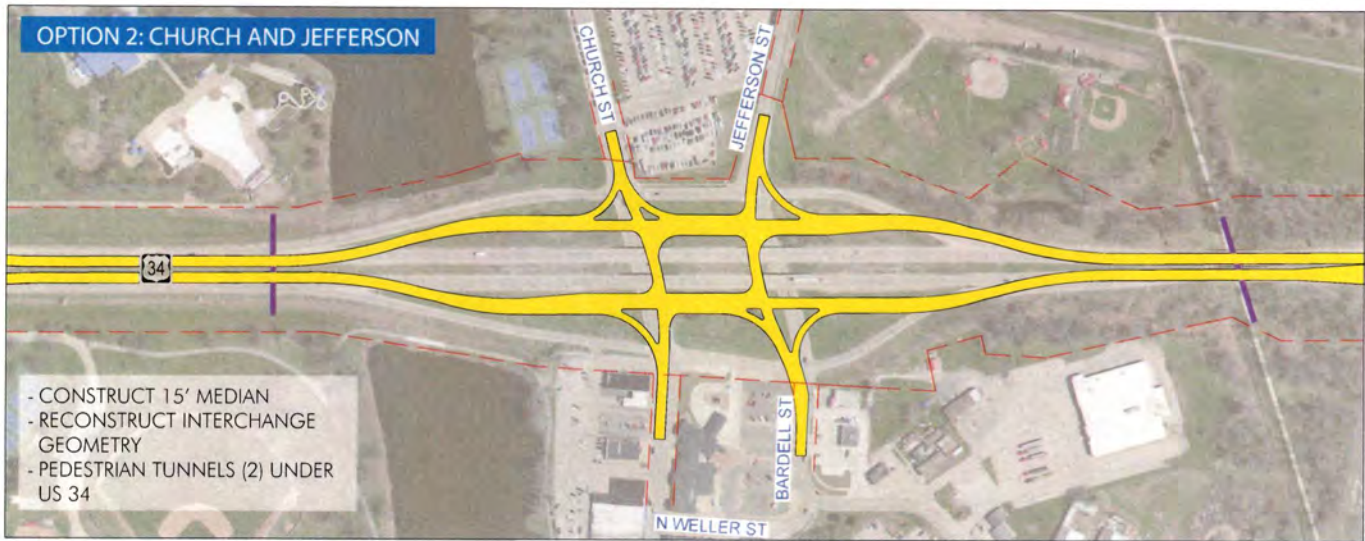
#### LEGEND

PROPOSED PAVEMENT	PROPOSED GRANULAR SURFACE	PROPOSED PEDESTRIAN TUNNEL	MEDIAN CROSS-OVER REMOVAL
PROPOSED RE-PAVING AREA	PROPOSED BRIDGES	EXISTING PEDESTRIAN TUNNEL	EXISTING RIGHT OF WAY LINES



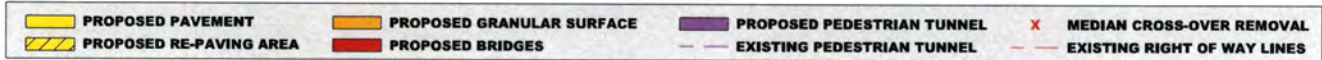
PROS	CONS
<ul style="list-style-type: none"> <li>• Updated lane configuration</li> <li>• Extended merge lanes</li> </ul>	<ul style="list-style-type: none"> <li>• Intersection in Top 200 for Statewide Safety Improvement Candidate list.</li> <li>• First at-grade intersection for westbound traffic after two interchanges.</li> </ul>





PROS	CONS
<ul style="list-style-type: none"> <li>• At-grade signalized intersections to improve corridor safety</li> <li>• Lower maintenance costs due to bridge removal</li> <li>• Safer grade separated pedestrian movement</li> </ul>	<ul style="list-style-type: none"> <li>• More signals to maintain</li> <li>• More stops for vehicles</li> </ul>

**LEGEND**

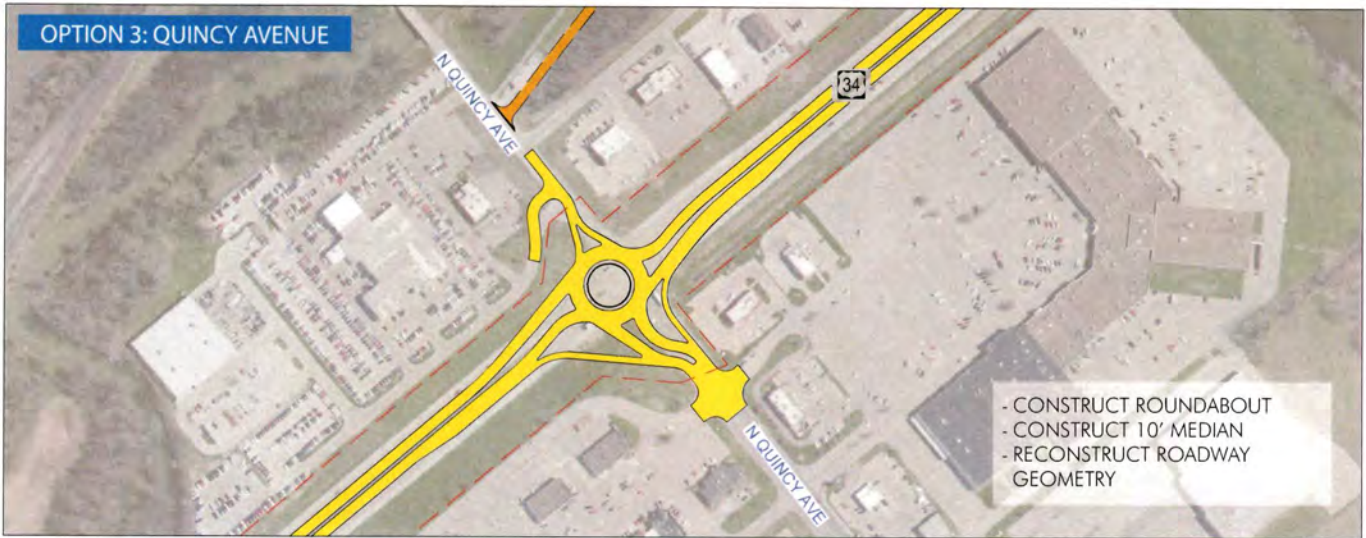


PROS	CONS
<ul style="list-style-type: none"> <li>• At-grade intersection with improved heavy vehicle accessibility</li> <li>• Smaller foot print</li> <li>• Increased sight distance, horizontally and vertically</li> <li>• Lower maintenance cost due to bridge removal</li> <li>• No additional ROW or environmental concerns</li> </ul>	<ul style="list-style-type: none"> <li>• Increased vehicle turning movement conflict points</li> <li>• Increased maintenance costs due to additional signals</li> <li>• More stops for vehicles</li> </ul>



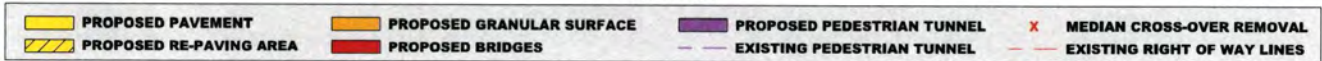
# OPTION 3

## REPLACE/RECONSTRUCT WITH ROUNDABOUTS



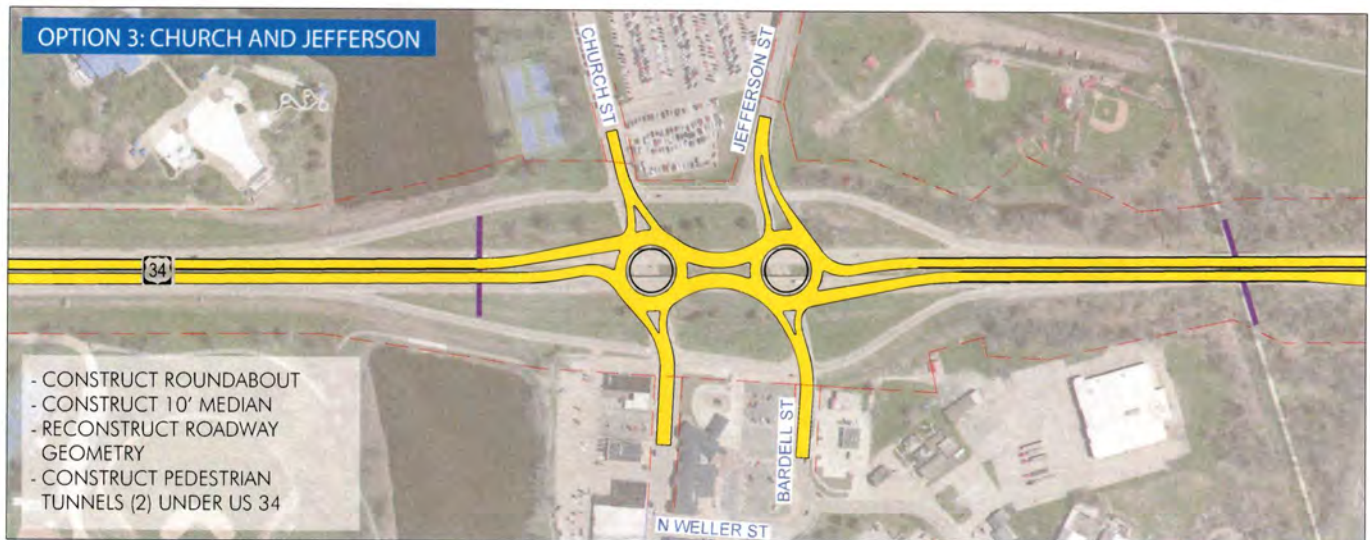
PROS	CONS
<ul style="list-style-type: none"> <li>• Reduced stops</li> <li>• Improved level of service</li> <li>• Less overall delay</li> </ul>	<ul style="list-style-type: none"> <li>• Additional Right-of-Way (ROW) may be required</li> <li>• Signalized intersection south on Quincy can create queueing situations</li> </ul>

### LEGEND



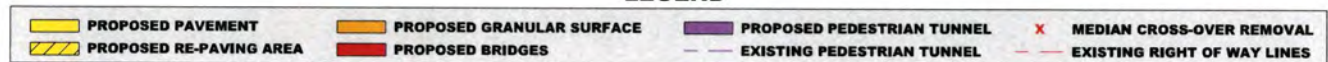
PROS	CONS
<ul style="list-style-type: none"> <li>• Decreased vehicular turning movement conflict points</li> <li>• Slower intersection speeds result in less severe crashes</li> <li>• Reduced maintenance due to no signals</li> </ul>	<ul style="list-style-type: none"> <li>• Slight increase in low severity crashes</li> <li>• Significant left-hand movements may decrease efficiency of the roundabout</li> </ul>





PROS	CONS
<ul style="list-style-type: none"> <li>• Lower maintenance costs due to bridge removal</li> <li>• Safer grade separated pedestrian movement</li> <li>• Reduced stops</li> <li>• Reduced vehicular turning movements conflict points</li> <li>• Lower maintenance due to no signals</li> <li>• More area for possible development</li> </ul>	<ul style="list-style-type: none"> <li>• Unfamiliarity with geometric layout</li> <li>• Potential queueing spillover between roundabouts for future traffic</li> </ul>

**LEGEND**



PROS	CONS
<ul style="list-style-type: none"> <li>• Lower maintenance costs due to bridge removal</li> <li>• Reduced stops</li> <li>• Reduced vehicular turning movements conflict points</li> <li>• Lower maintenance due to no signals</li> <li>• More area for possible development</li> </ul>	<ul style="list-style-type: none"> <li>• Highest percentage of truck turning.</li> </ul>

received  
10.13.22 2:30 PM  
Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: October 18, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Darryl Seals*  
\_\_\_\_\_  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #253-2022. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the Friction Seal Project 2022.

\*\*\*\*\*  
 \*\*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 #253-2022.

DISCUSSION: This project applied a Friction Seal surface treatment to the Wapello Street Extension. This treatment protects the existing asphalt from oxidation and is expected to last 6-9 years. The treatment is similar to a chip seal, except it uses angular granite chips instead of pea gravel. Unlike with pea gravel the angular chips won't come loose and get kicked up by high speed traffic. The chips also improve road friction versus the existing asphalt surface.

Change Order #1 increases the contract sum by \$18,906.34.

Original Contract Amount	\$109,514.50
Change Order #1	\$ 18,906.34
New Contract Amount	\$128,420.84
Less Previous Payments	\$104,038.77
Final Amount Due	\$ 24,382.07

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.



RESOLUTION #253-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST  
FOR THE FRICTION SEAL PROJECT 2022

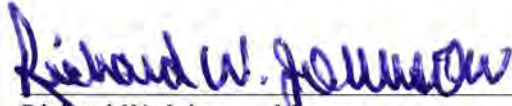
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on August 2, 2022 with Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$18,906.34. The total new contract sum is \$128,420.84. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Friction Seal Project 2022 is hereby accepted as complete and authorization to make final payment to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa in the amount of \$24,382.07 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of October, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**Section 640**  
**CHANGE ORDER**

Project: Friction Seal Project 2022

To Contractor: GEE ASPHALT

Change Order Number: 1

The Contract is changed as follows:

Quantity Adjustments

3-Oct-22
\$18,906.34
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
<u>\$0.00</u>
Total: \$18,906.34

Base bid amount \$109,514.50

**NEW PROJECT TOTAL \$128,420.84**

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$109,514.50</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$109,514.50</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$18,906.34</u>
The new Contract Sum including this change order	<u>\$128,420.84</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

10-4-2022  
DATE

GEE ASPHALT  
CONTRACTOR

10-4-2022  
DATE

BY 

  
TITLE



**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Friction Seal Project 2022

PAY REQUEST NO. 2  
Final

FROM CONTRACTOR: GEE ASPHALT

PAY PERIOD: 3-Oct-22

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$109,514.50
2. Net change by Change Orders	\$18,906.34
3. Contract Sum to Date (Line 1 ± Line 2)	\$128,420.84
4. Total Completed and Stored to Date	\$128,420.84
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$128,420.84
7. Less Previous Payments	\$104,038.77
8. Current Payment Due	\$24,382.07

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Gee Asphalt Systems Inc

DATE: 10-4-2022

BY: [Signature]

TITLE: General Manager

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$24,382.07

[Signature]  
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 10-4-2022

[Signature] 10-4-2022  
PUBLIC WORKS DIRECTOR

Friction Seal Project 2022

ITEM	DATE	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1	10/3/2022	CRACK AND JOINT CLEANING AND FILLING	L.F	16000	\$1.10	\$16,500.00	26988	\$29,686.80	\$13,186.80	179.92%
2		BITUMINOUS SEAL COAT BY AREA (GSB Friction Seal)	SY	18500	\$4.10	\$75,850.00	19,895	\$81,569.54	\$5,719.54	107.54%
3		TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	100.00%
4		MOBILIZATION	LS	1	\$7,164.50	\$7,164.50	1	\$7,164.50	\$0.00	100.00%
						TOTAL		\$109,514.50		
						ASBUILT TOTAL		\$128,420.84	\$18,906.34	

**received**  
10-7-22 8:45AM

# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Oct 18, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 254-2022: A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 4

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 254-2022.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 4 makes changes to the ceilings at 114-118 N Market. The adjustment is \$7,188.75 which uses the remaining project contingency for this building of \$3,981.89 and increases the contract sum by \$3,206.86.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item:  Budget Amendment Needed:

The original contract sum was significantly less the architects opinion of cost. The City's share of the change order would be 25% and the City's contribution does not exceed the budgeted contribution under the Downtown Development Program. The new contract sum would be \$280,983.86.



RESOLUTION NO. 254-2022

A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 4

WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30<sup>th</sup>, 2022; and

WHEREAS, Change Order #3 makes to the ceiling inside 114-118 N; and

WHEREAS, Change Order #4 uses the remaining project contingency for this building of \$3,981.89 and increases the contract sum in the amount of \$3,206.86; and

WHEREAS, the City's share of the project cost is still below the budgeted sum; and

WHEREAS, the new contract sum including the change order will be \$280,983.86;

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

That the above mentioned change order for this project is hereby approved.

PASSED AND APPROVED this 18<sup>th</sup> day of October, 2022.

  
Richard W. Johnson, Mayor

ATTEST:

  
  
City Clerk



17587 Hwy 34  
Ottumwa, IA 52501  
Ph : 641.684.0648

**Change Request**

To: City of Ottumwa  
550 Gateway Dr.  
Ottumwa, IA 52501  
Ph: (641) 683-0688

Number: 2  
Date: 9/29/22  
Job: 22-3930 114-118 N. Market Facades

Description: Ceiling Changes (116 N Market)

We are pleased to offer the following specifications and pricing to make the following changes:

Change order request for providing changes to the ceiling inside the 116 N Market building.

(Pub Side)

Breakdown:

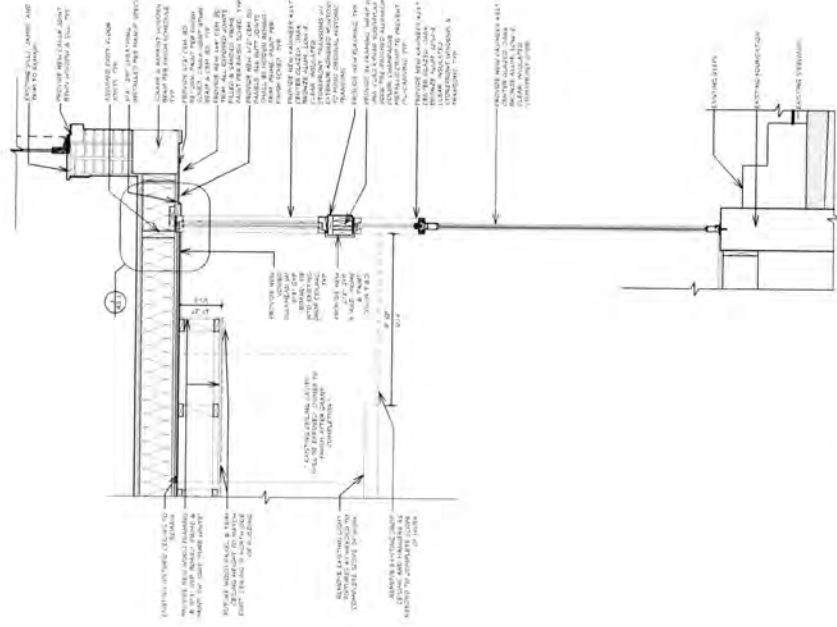
- Material - \$619.63
- Labor - \$5200.00
- Project Management - \$347.50
- Markup - \$925.07
- Bond Cost - \$96.55

The total amount to provide this work is ..... \$7,188.75

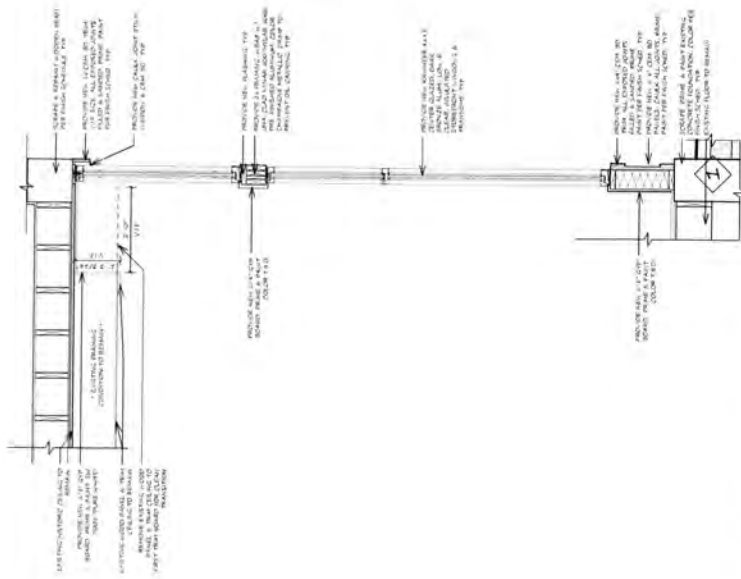
REM. CONTINGENCY: \$3,981.89  
COST INCREASE: \$3,206.86

Submitted by: Chaitanya Dokala  
Christner Contracting Inc

Approved by: [Signature]  
Date: 10/5/22



2 SOUTH WALL SECTION  
 3/4" = 1'-0"



1 NORTH WALL SECTION  
 3/4" = 1'-0"

# Change Order 114-118 CO#02

## North Market Facades

Date : 10/16/2022

### Distribution List:

Owner   x    
Architect   x    
Contractor   x    
Field \_\_\_\_\_  
Other \_\_\_\_\_

Contractor : Christner Contracting Inc.  
Architect : Curtis Architecture & Design

Architect's Project Number : 2117  
Contract Date: June 30<sup>th</sup>, 2021

The Contract is Changed As Follows :

#### **Address: 114-118 North Market**

Item 1: CCI has requested a Change Order for providing changes to the ceiling inside the 116 N Market building.

Total Cost : \$7,188.75

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by previously authorized Change Orders \$ 277,777.00

The (contract sum) will be (increased) in the amount of \$3,206.88 by using \$3,981.89 of the remaining contingency funds under this facade ~~(decreased)~~  
~~(unchanged by using contingency funds under this facade) by this Change Order in the amount of~~ \$ 3,206.86

The new contract sum including this change order will be \$ 280,983.86

The contract time will be ~~(increased)~~ ~~(decreased)~~  
(unchanged) by Days: --

The date of substantial completion as of the date of this change order therefore is ~~(increased)~~ ~~(decreased)~~  
(Unchanged) Date 05-31-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

**Curtis Architecture**  
3408 Woodland Ave  
WDSM, IA 50266

**Christner Contracting Inc.**  
17587 US-34  
Ottumwa, IA 52501

**City of Ottumwa**  
105 3<sup>rd</sup> St. E,  
Ottumwa, IA 52501

Signature

Rodney L. Curtis

Date: 10-6-22

Signature

CCI

Date: 10/6/2022

Signature

Ottumwa

Date: 10/18/22



# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Oct 18, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution #258-2022 - Approve updates to Personnel Policy

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #258-2022

DISCUSSION: Changes in the personnel policy are outlined on the next page and highlighted in the actual policy.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

- 1) Article 4 - Recruiting - updated the recall policy to include the following stipulations:
  - a. employees receive credit for returning to the same job classification and/or department
  - b. applies to employees who are returning to active employment within three years of their previous start date

Also included this entire policy in this policy book rather than as a stand alone policy

2) Article 5 - Civil Service - changed posting time frame from 3 days to 10 calendar days to align with new Hiring Policy. Also added that positions will be posted in UKG.

2) Article 8 - Employee Definitions - added definition for Variable part-time employee. This will capture the employees that work year round but hours will vary depending upon the needs of the City (Ex. Beach lifeguards, water aerobic instructors, etc.). These employees are not eligible for benefits.

Clarified part-time employee by adding "Regular".

3) Article 8 - Wages / Job Classifications - change compensatory time carry over to match collective bargaining agreement time frame and to reflect current practice. Current verbiage is to carry over from calendar year. Practice has been to reset the pay period closest to November 1.

4) Article 10 - Benefits

Clarified who is eligible for benefits.

Holidays - identified how employees are paid for holidays

Incentive Leave - changed to "Incentive" as it is an earned accrual, not a leave. Also, defined that only full-time employees are eligible for incentive time. This has been the practice but has not been put into policy.

Flex Spending Plan - Updated to show that open enrollment is from November 1 - November 30 of each year.

Retirement Plans - Updated to include information on 457(b) accounts that are offered.

Health and Life Insurance - Add information for benefit offerings to part-time employees. Identify an initial measurement period for part-time employees budgeted for less than 30 hours per week.

RESOLUTION NO. 258-2022

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

**WHEREAS**, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current practices regarding Recruiting, Civil Service, Employee Definitions, Wages / Job Classifications and Benefits as part of the document and;

**WHEREAS**, staff for the City of Ottumwa has reviewed the current policies regarding Recruiting, Civil Service, Employee Definitions, Wages / Job Classifications and Benefits and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

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

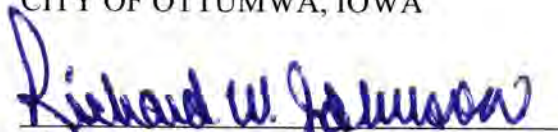
**WHEREAS**, the City Council of the City of Ottumwa, Iowa desires to rescind previous resolution #168-2020 regarding the recall policy and approve the new Personnel Policies and Procedures containing reference to Recruiting, Civil Service, Employee Definitions, Wages / Job Classifications and Benefits in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of January 18, 2022.

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

PASSED, ADOPTED and APPROVED this 18<sup>th</sup> day of October 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**

**PERSONNEL POLICIES AND PROCEDURES**

**Passed by resolution  
JULY 19, 2020**

**Updated  
October 2022**



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## **SCOPE OF PERSONNEL POLICIES**

### **ARTICLE 1. GENERAL PROVISIONS**

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

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

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

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

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

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

These Policies and Procedures are designed to acquaint you with the City of Ottumwa and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. No Policy book can anticipate every circumstance or question about policy.

Ottumwa citizens are our organization's most valuable assets. Every employee represents the City of Ottumwa to its citizens and the public as a whole. The way we do our jobs presents an image of our entire organization. Citizens will judge all of us by how they are treated with each employee contact. Our first priority should be toward the citizens of our community. Nothing is

more important than being courteous, friendly, helpful and prompt in the attention we give our community.

## **ARTICLE 2. EMPLOYMENT AT WILL**

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

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

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

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

## **ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY**

The Policy of the City of Ottumwa is to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, color, religion, creed, sex, age, veteran status, national origin, disability, sexual orientation, gender, citizenship status, familial status, political affiliation, genetic information or testing, gender identity or expression or any other legally protected status which may be protected by applicable federal or state law with respect to hiring, upgrading, transfers, recruitment advertising, recruitment, selection, placement, promotion, demotion, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. Other protected groups include those who have been arrested but not convicted of a crime, individuals infected with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

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

#### **ARTICLE 4. RECRUITING**

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

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

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

#### **Background Checks:**

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful employees, it is the City's policy to investigate the backgrounds and employment references of applicants. In addition, the City may conduct background investigations when employees are being considered for promotions or transfers, or in furtherance of an internal investigation of alleged misconduct. Background investigations will be conducted at City's discretion and in accordance with federal and state law.



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

**Use of Information Obtained in a Background Investigation:**

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

Information will be reviewed to determine:

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

*For additional information, please review our Background Check Policy.*

**Recalling or reinstating former employees**

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

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

**Recall from Layoff:**

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

Whenever the Employer is looking to fill a vacancy, the affected Supervisor shall first identify if any names appear on a Preferred List for the particular position classification. If any names appear

on the list, appointments shall be made from that list in the order of greater seniority until the list has been exhausted or time expires.

**Reinstatement:**

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

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

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

**ARTICLE 5. CIVIL SERVICE**

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

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

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

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

1. Quits or retires;
2. Discharge, and discharge is not reversed through grievance procedure;
3. Fails to report to work at the end of a leave of absence;
4. Does not report for work for a period of three consecutive days, and does not notify the Employer; or

5. Has been laid off. When the work force is reduced, the employee loses his/her seniority rights. Employees facing work force reduction will be given at least two weeks of notice of the layoff. Employees facing a reduction through layoff or job abolishment may apply for any open positions in the City or may test for another position in accordance with civil service rules.

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

#### **ARTICLE 6. RESIDENCY REQUIREMENTS**

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

#### **ARTICLE 7. NEPOTISM**

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

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

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

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

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

#### **ARTICLE 8. WAGES/JOB CLASSIFICATIONS**

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

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

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

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



Employees who discover a mistake in their paycheck, should notify the Finance Department immediately. Employees are responsible for promptly reviewing each paystub to determine if there are any errors. In the case of mistake on the part of the Finance Department, the error will be remedied promptly. If the mistake was on the part of the employee, it will be corrected on the next paycheck. However, the employee is solely responsible for any monetary loss, and the City cannot be responsible for the loss or theft of money from an employee's account.

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

### ***Employee Definitions***

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

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

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

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

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

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

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

### Overtime/Compensatory Time

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

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

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

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

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

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

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

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

## **ARTICLE 9. HOURS OF WORK**

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

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

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

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

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

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

## ARTICLE 10 - BENEFITS

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

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

### HOLIDAYS:

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

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

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

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

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

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

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



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

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

- Police – all Sergeants, Lieutenants and the Police Chief will be given 88 hours of holiday pay each year on November 1<sup>st</sup>. Holiday pay not used by October 31<sup>st</sup> shall be forfeited.

### **VACATION:**

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

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

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

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

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

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

Vacation requests shall be made in the following manner:

1. Vacation requests must be made through UKG. All requests will be routed to the direct supervisor for approval. All vacation requests must be approved by the Department Head

or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.

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

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

### **SICK:**

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

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

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

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

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

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

On the first payday after November 30<sup>th</sup> of each year, each current employee shall be paid for 25% of accrued sick pay in excess of 1920 hours, up to a maximum of forty-eight (48) hours and the employee's sick pay accrual will be reduced to 1920 hours. The date used will be the pay period ending closest to November 1 of each year for determining payment. An individual must be employed at that time to be eligible for the payout.

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

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

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

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

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

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

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

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

**INCENTIVE:**

Unless a collective bargaining agreement provides otherwise, personal leave in the amount of one hour shall be awarded for each pay period in which a full-time employee is not absent from work due to the use of sick leave. No exceptions shall be permitted to excuse an absence, except legal holidays, vacation, and personal days or employees on family medical leave. Personal leave may be taken at any time, but a minimum of twenty-four (24) hours' notice shall be given to the employee's supervisor subject to appropriate staff coverage. A maximum of eight (8) hours of Personal Leave may be carried over each year. The reset period shall be the pay period ending closest to November 1, each year.

**PARENTAL LEAVE:**

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

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

*Please review our Leave policy for more information.*

**FUNERAL LEAVE:**

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

- (1) Up to five (5) days for the death of a spouse, child or stepchild.
- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.



- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

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

**LONGEVITY PAY:**

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

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

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

**FLEX SPENDING PLAN:**

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

Open enrollment is from November 1 – November 30 of each year. All changes will take effect January 1. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. The IRS sets the maximum amount of money that can be placed in this plan annually. The sum of \$500 can be carried over into the next year and participants may

have until January 31 of the next calendar year to submit claims. An employee must consider carefully how much is needed annually. Any amount over \$500 will be forfeited.

*See Human Resources for further information regarding this Plan.*

### **RETIREMENT PLANS:**

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

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

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

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

*See Human Resources for further information.*

### **HEALTH AND LIFE INSURANCE:**

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

Health insurance will be extended to part-time employees in compliance with the Affordable Care Act (ACA). Employees who are budgeted to work more than 30 hours per week

upon initial hire will be offered immediate participation in the City's health insurance plans. The City has established the following initial measurement period to determine eligibility for part-time associates budgeted under 30 hours per week:

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

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

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

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

#### **ARTICLE 11. BENEFITS CONTINUATION - COBRA**

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

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

## **ARTICLE 12. EMPLOYEE LEAVE POLICY**

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

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

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

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

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

## **ARTICLE 13. MILITARY LEAVE**

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

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



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

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

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

#### **ARTICLE 14. HARASSMENT POLICY**

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

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

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

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

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual
- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

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

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

#### COMPLAINTS PROCEDURES:

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

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

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

- ensure that the victim knows that he/she can lodge a complaint with the Iowa Civil Rights Commission at any time

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

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

### **ARTICLE 15. INTERNAL INVESTIGATIONS**

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

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

## **ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

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

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



The counselor will advise the supervisor of any further action which might be necessary.

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

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

Time away from work will be treated the same as for any other absence due to illness, injury, or for personal reasons. An employee may use accumulated available sick leave, vacation, personal days and/or compensatory time during the treatment if the employee must be absent. It is the responsibility of the employee to advise his/her department immediately of the need to be

absent from work. An unpaid leave must be requested for any portion of leave time not covered by paid leave, pursuant to standard procedures.

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

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and/or drug abuse treatment are expected to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

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

#### **ARTICLE 17. ACCIDENT REVIEW**

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

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

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

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

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

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

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

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

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

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.
  - a. Property damage to a third party
  - b. Damage to City vehicle or City property
  - c. Bodily injury to a third party as a result of an accident
  - d. Bodily injury to employee
2. Definitions:
  - a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
  - b. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
  - c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
  - d. Avoidable/negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.
  - e. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
  - f. Negligence with intent – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.
3. Accident Causes
  - a. Worker's Compensation accidents can usually be broken down generally into two causes:
    - i. an UNSAFE ACT - usually account for 85% of accidents
      1. Making safety devices inoperable
      2. Failure to use guards provided
      3. Using defective equipment
      4. Servicing equipment in motion
      5. Failure to use proper tools or equipment
      6. Operating machinery at unsafe speed
      7. Failure to use proper tools or equipment
      8. Operating without authority
      9. Lack of skill or knowledge
      10. Unsafe loading or placing
      11. Improper lifting, lowering or carrying
      12. Taking unsafe position
      13. Unnecessary haste
      14. Influence of abusive substances
      15. Physical limitation or mental attitude
      16. Unaware of hazard
      17. Unsafe act of another



- ii. an UNSAFE CONDITION – usually account for 15% of accidents
  - 1. Inadequate guards of protection
  - 2. Defective tools or equipment
  - 3. Unsafe condition of machine
  - 4. Congested work area
  - 5. Poor housekeeping
  - 6. Unsafe floors, platforms, stairways
  - 7. Improper material storage
  - 8. Inadequate warning system
  - 9. Fire or explosion hazards
  - 10. Hazardous substances
  - 11. Inadequate ventilation
  - 12. Excessive noise
  - 13. Inadequate illumination
  - 14. Hazardous atmosphere: gases, dust
  - 15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

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

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

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

**ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS**

Employees who are injured on the job could be eligible for worker's compensation coverage. The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number on the card provided to each employee upon employment. Additional cards may be obtained from Human Resources. The cards are also posted in each department.

This is the First Report of Injury. Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails to report the injury, and potentially could result in a denial of work related injury benefits. The injured employee must as soon as possible call the "Company Nurse," report the injury and symptoms and follow the advice of the medical provider for treatment. The "Company Nurse" will direct the injured employee for treatment. If the injury is severe and the employee is unable to call, the employee should seek immediate treatment and the employee's immediate supervisor will make the report. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department. IMWCA is the City's Worker's Compensation administrator.

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

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

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

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

#### **ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES**

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

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

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

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

## **ARTICLE 20. FITNESS FOR DUTY**

### **Fitness for Duty:**

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

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

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

### **Procedures:**

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

7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.
8. The City will make the final determination of an employee's fitness-for-duty status.
9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.
13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
15. Confidentiality/privacy
  - a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.
  - b. After an evaluation, information available to the employee's supervisor will be limited to:
    - i. Whether a person is fit to resume some or all of his or her job duties
    - ii. Whether a person is a direct threat to self or others
    - iii. Whether a person needs specific reasonable accommodations

This policy may be modified without notice in order to comply with applicable law.

**Fitness-for-Duty Certification**

Employee: \_\_\_\_\_

Department/Location: \_\_\_\_\_



Status:  Full time  Part time On leave since: \_\_\_\_\_

You have my permission to have a healthcare provider contact the healthcare provider indicated on this certification for purposes of clarification related to this serious health condition, if necessary.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**(Information below to be completed by healthcare provider)**

Effective as of this date, the above named employee is hereby certified as fit to resume work duties as follows:

- Full-time duties, no restrictions
- Full-time duties, with the following restrictions (conditions and duration):
- Part-time duties, no restrictions
- Part-time duties, with the following restrictions (conditions and duration):

Intermittent duties, with the following restrictions (conditions and duration):

Name of healthcare provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Type of practice/ specialty: \_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

#### **ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS**

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; requests for leaves of absence; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions;

- discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review. Medical information will be kept in a separate Medical file, including the results of medical exams required by the City.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
  3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
  4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
  5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.
  6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

## **ARTICLE 22. PERFORMANCE EVALUATIONS**

It is the policy of the City of Ottumwa to ensure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. It is the policy of the City that each employee may receive an evaluation annually by his/her supervisor. This procedure will assist in employee performance improvement, assist the employee in setting goals, and determining training if necessary.

1. The job performance of each employee will be evaluated by his\her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.
3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he\she has discussed it with his\her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

### **ARTICLE 23. ACCESS TO CITY ADMINISTRATOR**

Employees may have access to the City Administrator to present complaints, disputes or disagreements for which union grievance procedures or Civil Service procedures are not applicable. Before employees meet with the City Administrator they shall first present their complaints, disputes or disagreements in a timely fashion through their departmental chain-of-command and\or Human Resource Manager. In the event that such use of the chain of command constitutes part of the complaint or dispute, the employee may request a confidential hearing with the City Administrator by confidential written request.

### **ARTICLE 24. CYBERSECURITY**

The use of electronic mail and the Internet is necessary for City employees, elected officials, and others serving in an official capacity with the City to communicate with each other more efficiently and to provide superior customer service, increase productivity, and provide opportunities for professional growth. The City encourages the use of these media and associated services because these communications and access to information are useful in conducting City business. It remains, however, that electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business. The goal of this policy is to encourage the responsible and prudent use of this resource.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principles to be applied in the use of electronic media and services on City property or with City-owned devices.

*Please refer to our Cybersecurity Handbook which outlines the following seven (7) policies:*

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII) Information Requirements Applicable to all Federal Awards (PII)
- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

## **ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE**

Certain rules and regulations governing the conduct of all City employees must be adhered to by all employees in order to ensure safe, efficient and successful operation of city functions. This policy is not intended to abrogate the appointing authority's discretion to discipline and/or terminate an at will employee.

To ensure a safe, efficient and effective working environment, city employees need to adhere to city and departmental rules regarding appropriate conduct on the job. It may sometimes be necessary for a supervisor to take disciplinary action with an employee. The City is committed to a policy of progressive discipline. Progressive discipline is defined as a series of disciplinary measures, ranging from employee counseling to discharge of an employee, designed to effectively correct problems as they occur and to let an employee know if his/her conduct is inappropriate. However, the City reserves the right to terminate promptly or bypass progressive disciplinary steps in the event of flagrant and/or intentional misconduct.

The following items will be considered to be infractions subject to disciplinary action up to and including discharge from employment. This list is not all inclusive of all acts that may be subject to disciplinary action and are illustrative only, but not limited to, the types of behavior for which disciplinary action may be taken.

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State's Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.
- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.



- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.
- Embezzlement – theft or misappropriation of funds, equipment or property placed in one's trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.
- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.
- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.
- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.

- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver’s license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.
- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.
- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

- Oral reprimand reduced to writing.
- Written reprimand.
- Suspension.
- Demotion.
- Termination

Depending on the severity of the misconduct, all or some of these progressive disciplinary steps may be waived and the employee may be terminated. Termination must be with the recommendation of the City Administrator or designee.

DEFINITIONS: For a period of time during which the employee will not be working for the City of Ottumwa.

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
  2. Pay – during the suspension the employee will receive no pay.
  3. Return To Work – return to work after the suspension is at the sole discretion of the City.
- Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

1. Employee will be placed on suspension.
2. Employee will receive no pay while on said suspension.
3. Return to work after the suspension at the sole discretion of City.

Layoff is when an employee is placed on lay-off status due to the reduction in the employees regularly scheduled work hours.

1. No punishment.
2. Employee could be eligible for unemployment benefits and could utilize any accumulated leave, excluding sick leave.
3. Sole discretion of the City.

## **ARTICLE 26. GRIEVANCE PROCEDURE**

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. Should an employee claim a grievance, it shall be processed in the following manner:

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

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

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

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

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

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

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

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

## **ARTICLE 27 – EMPLOYEE PRIVACY**

Employees have a reasonable expectation that offices, desks, lockers, file cabinets, etc. that are assigned to them will not be exposed to indiscriminate examination by other employees. However, the City does retain the right to enter an employee's office, desk, file cabinets, etc. for work related purposes.

No employee shall enter another employee's office, desk, file cabinet, locker, or similar "private" area, unless:

1. Authorized by the person who has control of the office or equipment;
2. Necessary for the proper conduct of City business;
3. Authorized by a Supervisor/Department Head for the purpose of investigating employee misconduct;
4. Part of an inspection; or
5. In response to an emergency situation.



Employees are cautioned that personal items may be inadvertently observed during the above situations. If an employee is concerned that this may happen, personal items should be stored elsewhere.

## **ARTICLE 28 – VIOLENCE IN THE WORKPLACE**

The City of Ottumwa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his or her official duties, or due to the employee's official duties, wherever those duties are performed. Additionally, the City of Ottumwa recognizes an individual's right to bear arms in accordance with state and federal laws afforded by the Second Amendment of the United States Constitution and the State of Iowa. The City is not liable for any wrongful or negligent act or omission related to actions of persons or employees who carry a concealed weapon.

Unless specific job duties require it, the ability to carry a concealed weapon is not within the scope of employment and is not a condition of employment. Nothing in this policy should be interpreted to require or encourage any employee who lawfully possesses a weapon to use it in defense of others.

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

*For additional information regarding the City of Ottumwa's expectations of its employees who wish to carry a concealed weapon while engaged in the duties of their employment, please reference the Workplace Violence and Threats Prevention Policy.*

## **ARTICLE 29 – DRESS CODE**

### **CITY HALL EMPLOYEES:**

#### **Business Attire Policy: Business Casual Dress Code:**

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

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of

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

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

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

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

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

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

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

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

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

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

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

### **Business Attire Policy: Casual Dress Code:**

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

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

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

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

### **Council Meetings:**

#### **Business Attire Policy: Formal Dress Code:**

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

Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work.

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

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

### **OTHER NON-CITY HALL CITY EMPLOYEES:**

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

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

Do not wear anything that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing



that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

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

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

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

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

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

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

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

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

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

### **ARTICLE 30 – CONFLICTS OF INTEREST**

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the employee's supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City. Specific questions can be addressed to the City Administrator.

### **ARTICLE 31 – SMOKING**

Iowa's Smokefree Air Act prohibits smoking in any public place where the public is invited or permitted. Smoking is strictly prohibited in all enclosed areas within places of employment within the City, such as work areas, private offices, garages, hangars, conference and meeting rooms, classrooms, auditoriums, employee lounges, hallways, restrooms, elevators, stairways and stairwells, and any and all vehicles owned, leased, or provided by the City for use by City employees. Smoking is also prohibited while working on the job. Smoking may occur only during appropriate break times and in designated locations.

## **ARTICLE 32 – SUBSTANCE ABUSE POLICY**

### **GENERAL POLICY:**

The City of Ottumwa is committed to providing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs. To that end, the City is adopting this Substance Abuse Policy.

The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

The City also maintains an Employee Assistance Program which provides help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

With these basic objectives in mind, the City has established the following with regard to use, possession or sale of alcohol or drugs. Compliance with the City's Substance Abuse Policy is a condition of employment and covers all City employees whether or not they are covered by the Federal Motor Carrier Safety Administration or the Federal Transit Administration drug testing requirements. This zero tolerance policy covers alcohol as well as any illegal substance as defined by Iowa and/or Federal Statutes or Regulations. The City intends to take serious disciplinary action, up to and including termination, against an employee who violates the City's Substance Abuse Policy.

### **SCOPE:**

All employees.

### **TESTING:**

#### **Pre-Employment Testing:**

1. All potential new employees, full-time, part-time, seasonal, temporary, job training workers and work release workers and any other employees covered by the City's workers' compensation policy shall be tested as a part of the City's pre-employment physical.
2. Notice of testing will be part of all notices of advertisement soliciting applicants for employment and on the application form. All applicants shall be verbally informed of the requirement during the first interview.

Federally Required:

The City is required to test employees who operate a commercial motor vehicle or employees who operate transit vehicles under the authority of the Federal Motor Carrier Safety Administration or the Federal Transit Authority. The City will comply with the requirements of the respective authority for the federal required test.

Reasonable Suspicion:

The City may require a specific employee to submit to a drug test if all of the following conditions are met:

1. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and
2. The employee is in a position in which such impairment presents a danger to the safety of another employee, a member of the public or City property.

Reasonable suspicion may include direct observation of alcohol or drug use or abuse or of the physical symptoms of being impaired due to alcohol or drug use at work; abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; report of alcohol or drug use provided by a reliable and credible source; or evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs while working or while on City property or while operating City vehicles, machinery or equipment.

Post Accident:

The City may require an employee not covered by DOT requirements to submit to a drug test if the employee has caused an accident while at work which resulted in injury which, if suffered by an employee, would require an OSHA report or which resulted in damage to property in an amount reasonably estimated to exceed \$1,000.00.

**GENERAL PROVISIONS:**

Drug Test: Means any urine, saliva, breath or other legally allowed test conducted for the purpose of detecting the presence of a chemical substance in an individual.

List of Controlled Substances: This list includes all controlled substances including but not limited to the following: Amphetamines (including methamphetamines)

- Cocaine metabolite
- Opiates (Includes heroin)
- Phencyclidine (PCP)
- Marijuana (THC) metabolite

In addition, the City tests for Creatinine, Urinary, although this is not a controlled substance.



### Time for Testing:

Tests will be conducted either during or immediately before or after an employee begins work. For employees subject to random testing under federal law, the employee will be tested during or immediately after performing these functions. Time for testing is considered work time and the employee will be compensated for the time it takes to provide a sample for testing. The City will either provide transportation for the employee to the collection site or pay for the transportation to the collection site.

### Test Procedures:

Samples provided will be collected in reasonable and sanitary conditions with regard for the privacy of the individual providing the sample and for the validity of the test. Samples (other than breath samples) will be split in the presence of the individual to allow for confirmatory testing of any initial positive test result. The collection site and laboratory will follow standard chain-of-custody procedures for samples for the time of collection until the sample is no longer needed.

1. The test sample will be collected at Collaborative Laboratory Services, 1005 Pennsylvania Avenue, Ottumwa, Iowa, or such other site directed by law enforcement in the event the employee is involved in an accident requiring testing.
2. The test sample withdrawn from the employee will be analyzed by a laboratory or testing facility that has been approved under rules adopted by the Iowa Department of Public Health.
3. If an employee provides a sample that is dilute, the employee will be required to immediately report for another test. That test will be done under direct observation if required by DOT regulations.
4. If an initial test is conducted and the results indicate that the employee has tested positive for alcohol or controlled substances, a confirmatory test using an alternative method of analysis shall be conducted. The confirmatory test shall use a portion of the same sample withdrawn from the employee for use in the initial test.
5. An employee shall be accorded a reasonable opportunity to rebut or explain the results of the drug test and to provide information which he or she thinks is relevant to the test. Such information may include identification of prescription or non-prescription drugs the individual is using or has recently used or any other relevant medical information.
6. The test result will first be reported to the City's MRO for review and interpretation. The MRO will then report the confirmed positive test result to the City's designated employer representative.
7. If an employee provides a sample that has been tampered with or substituted or is determined by the approved laboratory to have been tampered with or substituted, it will be treated the same as a positive test result.
8. The City will look to the rules and interpretations used by the United States Department of Transportation related to drug testing on any issues not specifically addressed in this policy

and will follow the thresholds established by the approved laboratory for determination of whether the presence of a substance in a sample constitutes a positive test result.

9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

Designated Employer Representative: The City's Human Resources Officer shall be the City's designated employer representative for receipt of drug and alcohol test results.

Medical Review Officer: The City contracts with St. Luke's Iowa Health System for these services.

Supervisor Training: The City will comply with the DOT training requirements for supervisors which includes two hours of initial training, one hour of which will be related to controlled substances and one hour to alcohol misuse.

Testing Costs: The City will bear the costs of all testing required under this policy, including a second confirmatory test requested by an employee who has tested positive.

Prevention and Treatment:

The City encourages any employee with a drug or alcohol problem to voluntarily seek treatment. The City has established an Employee Assistance Program to provide counseling and referral services for employees with drug or alcohol abuse problems who voluntarily seek help. Conscientious efforts to seek and use such help will not jeopardize an employee's job.

Prohibited Conduct:

The City strictly prohibits unauthorized use, possession (including storage in a desk, locker, vehicle or other depository), manufacture, distribution, dispensing or sale of illegal drugs, drug paraphernalia, controlled substances or alcohol on City property, while on City business or in City supplied vehicles, or during working hours.

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to*

*and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.*

Departmental Policies:

Individual departments may adopt policies and procedures more stringent than these policies; but, in no event, shall they be less stringent.

Off-Duty Loss of Driving Privileges:

In addition to any other sanctions which may be invoked under this Policy, employees whose work with the City requires the employee to drive a City vehicle and who lose his/her driving privilege will be laid off from employment immediately. Reinstatement from such layoff will be dependent upon the City having an available position after the employee's driving privilege has been restored.

**ARTICLE 33. TRAVEL**

It is the policy of the City to define its position regarding travel of City employees for purposes of City business including attendance at conferences, workshops and seminars. The City encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity is a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performances. Exceptions to this policy must be approved by the City Administrator.

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.
2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
  - a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
  - b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.

- c. Taxicab/Uber type fares will be reimbursed as appropriate.
  - d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.
3. The City will reimburse for meal expenses as follows:
- a. The meal allowance shall be up to \$8.00 for breakfast, \$12.00 for lunch and \$22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.
4. Also included as reimbursable costs are those incurred for registration and lodging.
- a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
  - b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
  - c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.
  - d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than \$50 will not be made.
  - e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.
5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.



### **ARTICLE 34. SEPARATION FROM CITY SERVICE**

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

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

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

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

**received**  
10-13-22 2:30pm

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: October 18, 2022

Engineering  
Department

Larry Seals  
Prepared By  
*Larry Seals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #259-2022. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the Lillian Street Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #259-2022.

DISCUSSION: This project involved full depth, full width PCC reconstruction (Mary Street to Williams Street). Work included ADA compliant HC drops, storm and sanitary sewer improvements. We worked with Ottumwa Water Works on replacement of the existing water main. Any water main work will be reimbursed by Ottumwa Water Works.

Change Order #1 increases the contract sum by \$14,060.42.

Original Contract Amount	\$821,335.50
Change Order #1	\$ 14,060.42
New Contract Amount	\$835,395.92
Less Previous Payments	\$774,533.02
Final Amount Due	\$ 60,862.90

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.

	Estimated	Final
Budgeted amount:	\$ 844,767.00	\$835,395.92
Ottumwa Water Works:	\$ 160,567.50	\$183,357.55

Source of Funds: FY20/21 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #259-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST  
FOR THE LILLIAN STREET RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, awarded a contract on February 15, 2022 with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project; and

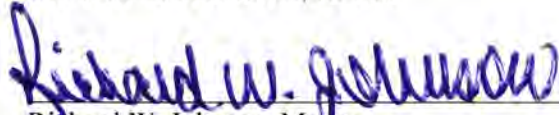
WHEREAS, Change Order #1 increases the contract amount by \$14,060.42. The total new contract sum is \$835,395.92. The project is now completed in accordance with the plans and specifications; and

WHEREAS, Ottumwa Water and Hydro has agreed to reimburse the City of Ottumwa for their water infrastructure installed during our project in the amount of \$183,357.55.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Lillian Street Reconstruction Project is hereby accepted as complete and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$60,862.90 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of October, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**Section 640  
CHANGE ORDER**

Project: Lillian Street Reconstruction

To Contractor: DRISH CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

Adjustment of Quantities-See Tab Sheet  
CO#1-Route Water Main under Storm Sewer  
CO#2-Removal of existing Storm Pipe

	12-Oct-22
	<u>\$2,526.92</u>
	<u>\$2,046.00</u>
	<u>\$9,487.50</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$14,060.42

**Base bid amount**                      \$821,335.50

**NEW PROJECT TOTAL**                      \$835,395.92

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$821,335.50</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$821,335.50</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$14,060.42</u>
The new Contract Sum including this change order	<u>\$835,395.92</u>
The Contract Time will be <u>increased</u> by	<u>2</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

*Danny Seal*  
ENGINEER  
DIRECTOR OF PUBLIC WORKS

10/12/22  
DATE

DRISH CONSTRUCTION  
CONTRACTOR  
*Brian Smith*  
BY

10/12/22  
DATE  
*Project Manager*  
TITLE



**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Lillian Street Reconstruction

PAY REQUEST NO. 6

Final

FROM CONTRACTOR: DRISH CONSTRUCTION

PAY PERIOD: 12-Oct-22

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$821,335.50
2. Net change by Change Orders	\$14,060.42
3. Contract Sum to Date (Line 1 ± Line 2)	\$835,395.92
4. Total Completed and Stored to Date	\$835,395.92
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$835,395.92
7. Less Previous Payments	\$774,533.02
8. Current Payment Due	\$60,862.90

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Drish Construction Inc.

DATE: 10/12/22

BY: Bob Sittly

TITLE: Project Manager

Phil Byrnes

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$60,862.90

Phil Byrnes  
ENGINEER

DATE: 10-12-2022

Larry Sead  
DIRECTOR OF PUBLIC WORKS

DATE: 10-22-2022

Lillian Street Reconstruction

ITEM	DESCRIPTION	DRISH CONSTRUCTION			EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT	STORIED MAT'L
		UNIT	QTY	PRICE						
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	150	\$70.00	\$10,500.00	150	\$0.00	100.00%	\$0.00	
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1055	\$20.00	\$21,100.00	1055	\$0.00	100.00%	\$0.00	
3	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MAT'L	CY	200	\$72.00	\$14,400.00	100	(\$7,200.00)	50.00%	\$0.00	
4	SUBGRADE PREPARATION	SY	4575	\$4.00	\$18,300.00	4575	\$0.00	100.00%	\$0.00	
5	MODIFIED SUBBASE	SY	4575	\$10.00	\$45,750.00	4575	\$0.00	100.00%	\$0.00	
6	TRENCH COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00	1	\$0.00	100.00%	\$0.00	
7	SEWER SERVICE, SANITARY, 6 IN. DIA.	LF	100	\$120.00	\$12,000.00	18	(\$9,840.00)	18.00%	\$0.00	
8	SANITARY SEWER, REMOVAL OF PIPE <36"	LF	8	\$115.00	\$920.00	90.5	\$10,407.50	113.25%	\$0.00	
9	STORM SEWER, TRENCHED, 12" RCP	LF	150	\$75.00	\$11,250.00	150	\$0.00	100.00%	\$0.00	
10	STORM SEWER, TRENCHED, 12" ARCH PIPE	LF	25	\$83.50	\$2,087.50	0	(\$2,087.50)	0.00%	\$18.45	
11	SUBDRAIN, STD. PERFORATED, 4"	LF	2730	\$11.00	\$30,030.00	2730	\$0.00	100.00%	\$0.00	
12	SUBDRAIN OUTLET (4040.233)	EA	6	\$305.00	\$1,830.00	11	\$3,355.00	183.33%	\$0.00	
13	SANITARY SEWER (SPOT REPAIR BY PIPE REPLACEMENT	LF	8	\$320.00	\$2,560.00	8	\$2,560.00	100.00%	\$0.00	
14	WATER SERVICE STUB, COPPER, 3/4"	EA	5	\$1,500.00	\$7,500.00	0	\$0.00	0.00%	\$24.00	
15	MANHOLE, STORM SEWER, SW-401	EA	2	\$4,500.00	\$9,000.00	2	\$9,000.00	100.00%	\$0.00	
16	SINGLE GRATE INTAKE, SW-501	EA	4	\$4,000.00	\$16,000.00	4	\$16,000.00	100.00%	\$1,445.51	
17	SINGLE GRATE INTAKE, SW-503	EA	3	\$6,000.00	\$19,800.00	3	\$19,800.00	100.00%	\$1,309.92	
18	MANHOLE OR INTAKE ADJUSTMENT, MINOR	EA	3	\$2,000.00	\$6,000.00	3	\$6,000.00	100.00%	\$2,404.68	
19	REMOVE MANHOLE OR INTAKE	EA	6	\$1,100.00	\$6,600.00	9	\$9,900.00	150.00%	\$409.25	
20	STD OR SLIP FORM PCC PAVEMENT, CL. C, CL-3, 7"	SY	4261	\$53.00	\$225,833.00	4273.61	\$226,501.33	100.30%	\$0.00	
21	REMOVAL OF PAVED DRIVEWAY	SY	363	\$10.00	\$3,630.00	363	\$3,630.00	100.00%	\$0.00	
22	REMOVAL OF SIDEWALK	SY	336	\$10.00	\$3,360.00	336	\$3,360.00	100.00%	\$0.00	
23	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	338	\$76.50	\$25,857.00	307.19	(\$23,500.04)	90.88%	\$0.00	
24	DETECTABLE WARNINGS	SF	88	\$65.00	\$5,720.00	93.3	\$6,064.50	106.02%	\$0.00	
25	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	388	\$76.50	\$29,682.00	388.85	\$29,747.03	100.22%	\$0.00	
26	DRIVEWAY, 3/4" CRUSHED STONE	TN	25	\$40.00	\$1,000.00	51.42	\$2,056.80	205.68%	\$0.00	
27	REMOVAL OF PAVEMENT	SY	4210	\$6.00	\$25,260.00	4210	\$25,260.00	100.00%	\$0.00	
28	TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000.00	1	\$7,000.00	100.00%	\$0.00	
29	SEEDING, FERTILIZING, & MULCHING (URBAN)	LS	1	\$6,000.00	\$6,000.00	0	\$0.00	0.00%	\$0.00	
30	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$13.00	\$1,300.00	0	\$0.00	0.00%	\$0.00	
31	EROSION CONTROL, SILT FENCE & FILTER SOCKS REMOVAL	LF	100	\$6.00	\$600.00	0	(\$600.00)	0.00%	\$0.00	
32	CONSTRUCTION SURVEY	LS	1	\$15,750.00	\$15,750.00	1	\$15,750.00	100.00%	\$0.00	
33	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	100.00%	\$0.00	
34	CONCRETE WASHOUT	LS	1	\$60,000.00	\$60,000.00	1	\$60,000.00	100.00%	\$0.00	
35	REINFORCING STEEL, EPOXY COATED	LBS	2250	\$2.00	\$4,500.00	1063.86	(\$2,372.28)	47.28%	\$0.00	
36	WATER MAIN, TRENCHED, PVC, 6 IN.	LF	1425	\$39.00	\$55,575.00	1450	\$56,550.00	101.75%	\$0.00	
37	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	354	\$16.50	\$5,841.00	482	\$7,953.00	136.16%	\$0.00	
38	WATER SERVICE SUB, COPPER, 3/4 IN.	EA	42	\$1,500.00	\$63,000.00	43	\$64,500.00	102.38%	\$323.38	
39	FIRE HYDRANT ASSEMBLY, WM-201	EA	4	\$6,000.00	\$24,000.00	4	\$24,000.00	100.00%	\$0.00	
40	FIRE HYDRANT REMOVAL	EA	3	\$1,600.00	\$4,800.00	3	\$4,800.00	100.00%	\$0.00	
41	PATCHES, FULL DEPTH FINISH, BY AREA	SY	50	\$150.00	\$7,500.00	148.33	\$22,249.50	296.66%	\$0.00	
STORED MATERIALS										
adjustment of citys										
CO#1-Route Water Main under Storm Sewer										
CO#2-Removal of existing Storm Pipe										
TOTAL										
ASBUILT TOTAL										
\$821,335.50										
\$835,395.92										
(\$14,060.42)										

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

**received**  
10-13-22 10:12AM

Council Meeting of: October 18, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Larry Seals  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #260-2022. Resolution approving and authorizing the purchase of certain real property, and authorizing execution of real estate purchase agreement with estate of Robert F. Box.

\*\*\*\*\*

**\*\*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 #260-2022.

DISCUSSION: The purchase of a vacant property located at 1223 Albia Road is necessary for the development of the Albia Road and Quincy Avenue Roundabout Project. A Court Officer Deed and Quit Claim Deed have been prepared by the estate. The agreed to price for the lot is \$15,000 adjusted for prorated taxes at date of closing.

Once the project has been designed and total ROW is determined, the remaining lot will be disposed of to any interested party.

A breakdown of the closing statement for the property is attached.

Funding: Local Funds RU-LOST

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

October 18, 2022

5:30 p.m.

- Resolution approving and authorizing the purchase of certain real property, and authorizing execution of a real estate purchase agreement with Estate of Robert F. Box

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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



October 18, 2022

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., 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:

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

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Pope then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY, AND AUTHORIZING EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH ESTATE OF ROBERT F. BOX", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

Council Member Roe seconded the motion. The roll was called, and the vote was:

AYES: McAntire, Hull, Pope, Roe, Galloway

---

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 260-2022

RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY, AND AUTHORIZING EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH ESTATE OF ROBERT F. BOX

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal in the form of a proposed Real Estate Purchase Offer (the "Agreement") with the Estate of Robert F. Box (the "Seller"), pursuant to which Agreement the City would purchase certain real property from the Seller for \$15,000; and

WHEREAS, the real property proposed to be purchased by the City under the Agreement is legally described as follows:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72), North of Range Fourteen (14), Wapello County, Iowa, described as follows: Commencing at a point on chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet; thence West One Hundred Thirty-two feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (N 1/4) of said Section

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

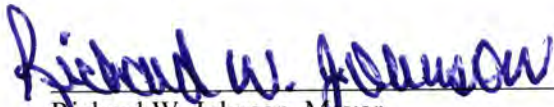
Section 1. That the City shall offer to purchase the real property described herein for \$15,000, and other good and valuable consideration, under the terms and conditions of the Agreement.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things as may be necessary to complete the above-described transaction, including execution of ancillary documents.

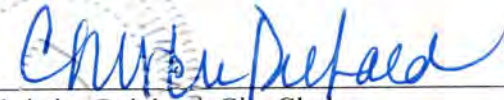
Section 3. That that title opinion previously prepared on behalf of the City by John R. Webber III regarding the real property described herein, dated as of August 2, 2022, is hereby acknowledged and accepted, and that City staff is hereby directed to proceed with closing the real estate transaction under the terms and conditions set forth in the Agreement upon satisfaction of the requirements stated in said title opinion.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of October 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, 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 18 day of October, 2022.

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





## REAL ESTATE PURCHASE OFFER

TO: Estate of Robert F. Box (the "Seller").

The City of Ottumwa, Iowa (the "Buyer") hereby offers to buy and the Seller agrees to sell the real property locally known as 1223 Albia Road, Ottumwa, Wapello County, Iowa (Tax Parcel No. 007417540178000) and described as:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72), North of Range Fourteen (14), Wapello County, Iowa, described as follows: Commencing at a point on chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet; thence West One Hundred Thirty-two feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (3) of the Northeast Quarter (N 1/4) of said Section

*[legal description to be confirmed by abstract]*

together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) reasonable easements and restrictive covenants (the "Property"); provided Buyer, on possession, is permitted to make use of the Property for City purposes.

**1. PURCHASE PRICE.** The Purchase Price shall be \$15,000.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash at the time of closing with proper adjustments as may be provided in this Agreement.

**2. CLOSING AND POSSESSION.**

- a. Closing shall occur on a date mutually agreed to between the parties on or before October 26, 2022 (the "Closing Date").
- b. Possession of the Property ("Possession") shall be delivered to Buyer on the Closing Date.
- c. This transaction shall be considered closed upon (i) the filing of all title transfer documents, and (ii) Seller's receipt of all funds due from Buyer under this Agreement ("Closing").

**3. REAL ESTATE TAXES.**

- a. Seller shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- b. Seller shall also pay the prorated share of real estate taxes, based upon the Closing

Date, for the fiscal year in which Possession is given (due and payable in the subsequent fiscal year). Buyer shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record.

- c. Buyer shall pay all subsequent real estate taxes.

**4. SPECIAL ASSESSMENTS.**

- a. Seller shall pay in full all special assessments which are a lien on the Property as of the Closing Date.
- b. Seller shall pay in full all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing.
- c. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller.
- d. Buyer shall pay all other special assessments.

**5. RISK OF LOSS AND INSURANCE.**

- a. Seller shall bear the risk of loss or damage to the Property prior to Closing.
- b. Seller agrees to maintain existing insurance on the Property, if any, and Buyer may purchase additional insurance.
- c. In the event of substantial damage or destruction to the Property prior to Closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

**6. FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

**7. CONDITION OF PROPERTY.** The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.

**8. ABSTRACT AND TITLE.**

- a. Seller, at Seller's expense, has previously obtained an abstract of title to the

Property continued through March 28, 2022 and has delivered it to Buyer's attorney for examination.

- b. The abstract shall show marketable title in Seller in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party.
- c. The abstract shall become the property of Buyer when the Purchase Price is paid in full.
- d. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees.

**9. SURVEY.**

- a. If a survey or property subdivision is required prior to conveyance of the Property under Iowa Code Chapter 354, or city or county ordinances, Seller shall pay the costs thereof.
- b. Buyer may, at Buyer's expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

**10. ENVIRONMENTAL MATTERS.** Seller represents and warrants, to the best of Seller's knowledge and belief, that:

- a. There are no abandoned wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks located on the Property.
- b. The Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances.
- c. The Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks.
- d. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

**11. DEED.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by Court Officer Deed, free and clear of all liens, restrictions, and encumbrances except as permitted by this Agreement.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If, immediately preceding acceptance of the offer, the Property is held in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller and Seller's joint tenant as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of death of Seller or Seller's joint tenant, agrees to pay any balance of the price due Seller under this Agreement to the surviving joint tenant and to accept a deed from the surviving joint tenant.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only to relinquish any rights of dower, homestead, and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed for this purpose.

**14. LEASE AGREEMENTS.**

- a. Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property, except as disclosed to Buyer in writing at least sixty (60) calendar days prior to the Closing Date.
- b. At Closing, Seller shall assign and Buyer shall assume any lease or occupancy agreements concerning the Property acceptable to Buyer, in its sole and absolute discretion. Any lease or occupancy agreements not approved by Buyer shall be terminated by Seller prior to Closing.

**15. USE OF PURCHASE PRICE.** Seller agrees that at time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and to acquire outstanding interests, if any, prior to the proceeds being paid to Seller.

**16. APPROVAL OF COURT.** If the Property is an asset of an estate, trust, or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by thirty (30) calendar days prior to the Closing Date, either party may declare this Agreement null and void, and all payments made hereunder shall be made to Buyer.

**17. REMEDIES OF THE PARTIES.**

- a. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656).



- b. If Seller fails to timely perform this Agreement, Buyer has the right to terminate this Agreement.
- c. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

**18. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

**19. GENERAL PROVISIONS.**

- a. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
- b. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.
- c. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.
- d. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement.
- e. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**20. NO REAL ESTATE AGENT OR BROKER.**

- a. Neither party has used the service of a real estate agent or broker in connection with this transaction.
- b. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

**21. CERTIFICATION.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly

on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**22. BUYER'S ACCEPTANCE.** The Parties acknowledge and agree that the obligations under this Agreement are contingent upon and subject to approval of this Agreement by the City Council of the City of Ottumwa, Iowa. In the event Buyer does not obtain approval of the City Council by October 20, 2022, then Buyer may rescind this contract by giving written notice to Seller and this Agreement shall thereafter be rescinded and deemed null and void OR Buyer may be free to renegotiate the terms of this Agreement with Seller.

**SELLER'S ACCEPTANCE.** When accepted, this Agreement shall become a binding contract. If not accepted and delivered to Buyer on or before October ~~12~~<sup>18<sup>th</sup></sup>, 2022, this Agreement shall be null and void. RMB

**SELLER: ESTATE OF ROBERT F. BOX**

By: Robert M. Box  
Robert M. Box, Co-Executor

By: Barton F Box  
Barton Francix, Co-Executor

Date: 10-14-22

Date: 10-14-22

2709 Kenwood  
Ottumwa, IA 52501

**BUYER: CITY OF OTTUMWA, IOWA**

By: Richard W. Johnson  
Richard W. Johnson, Mayor

By: Christina Reinhard  
Christina Reinhard, City Clerk

Date: 10/18/22

Date: 10-18-2022

105 E. Third Street  
Ottumwa, IA 52501

01980224.tif-3\10981-1018

**Preparer Information**

**AND Return Document to:** Robert M. Box, 2709 Kenwood Street, Ottumwa, IA 52501 (641) 777-2540

**Taxpayer Information:** City of Ottumwa, 105 E. Third Street, Ottumwa, IA 52501

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## **COURT OFFICER DEED**

In the Matter of the Estate of Robert Francis Box now pending in the Iowa District Court in and for Jefferson County; Probate No. ESPR006726.

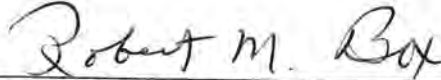
Pursuant to the authority and power vested in the undersigned, and in consideration of One Dollar(s) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby convey(s) to City of Ottumwa, a Municipal Corporation, the following described real estate in Wapello County, Iowa:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72), North of Range Fourteen (14), Wapello County, Iowa, described ad follows:  
Commencing at a point one chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet ; thence West One Hundred Thirty-two feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of said Section.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated this 29 day of September 2022.

  
**ROBERT M. BOX, CO-Executor for the**  
Estate of Robert Francis Box

Barton F Box  
**BARTON FRANCIS. BOX, CO-Executor**  
for the Estate of Robert Francis Box

STATE OF IOWA, COUNTY OF WAPELLO

This instrument was acknowledged before me on the 29 day of September 2022 by Robert M. Box, Co-Executor of the Robert Francis Box Estate.



Carol A. Ellis  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF WAPELLO

This instrument was acknowledged before me on the 29 day of September 2022 by Barton Francis Box, Co-Executor of the Robert Francis Box Estate.



Carol A. Ellis  
Notary Public in and for said State



**Preparer Information and  
Return Document To:**

Robert M. Box, 2709 Kenwood, Ottumwa, IA 52501, Phone: (641) 777-2540

Taxpayer Information: City of Ottumwa, 105 E. Third Street, Ottumwa, IA 52501

## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Bonnie L. Box, a single person do hereby Quit Claim to City of Ottumwa, a Municipal Corporation, all my right, title, interest, estate, claim and demand in the following described real estate in Wapello County, Iowa:

Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72), North of Range Fourteen (14), Wapello County, Iowa, described ad follows:  
Commencing at a point one chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet ; thence West One Hundred Thirty-two feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of said Section.

Consideration less than Five Hundred Dollars, no revenue stamps required. Deed supplements Court Officer's Deed recorded on same date, no revenue stamps required.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 22 day of August, 2022.

Bonnie L. Box  
BONNIE L. BOX

**STATE OF IOWA, COUNTY OF JEFFERSON**

This instrument was acknowledged before me on the 22<sup>nd</sup> day of August 2022, by Bonnie L. Box, a single person.



Donna J. Taylor  
Notary Public in and for the State of Iowa

CTRL #   
C O Y Y Y Y M M # # # # #



### REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

#### Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY)

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: Robert M. Box & Barton Francis Box Co-Executor of the Estate of Robert Francis Box Phone Number: 641-777-2540

Seller Address: 2709 Kenwood City: Ottumwa

State: Iowa ZIP: 52501 email: rbox@lisco.com

Buyer: City of Ottumwa, a Municipal Corporation Phone Number: \_\_\_\_\_

Buyer Address: 105 East Third City: Ottumwa

State: Iowa ZIP: 52501 email: \_\_\_\_\_

Address of Property Conveyed: Vacant Property 1223 Albia Rd.

City: Ottumwa State: Iowa ZIP: 52501

Legal Description: See 1 in Addendum

**Enter the number corresponding to your selection in the box at the end of the line, if applicable.**  
Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)   
Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

#### DECLARATION OF VALUE STATEMENT

1. Total Amount Paid..... 000, 015, 000 .00  
2. Amount Paid for Personal Property..... , ,  .00  
3. Amount Paid for Real Property..... 000, 015, 000 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Robert M. Box, Co-Executor Phone Number: 641-777-2540

Signature: \_\_\_\_\_ Buyer  or Seller  or Agent  or Attorney





## Addendum

1. Part of Government Lot No. Two (2) in Section No. Twenty-six (26), Township Seventy-two (72), North of Range Fourteen (14), Wapello County, Iowa, described as follows: Commencing at a point one chain and ninety and one-fourth links North and Forty-five and one-fourth links East of the center of said Section Twenty-six (26); thence North One Hundred Thirty-two (132) feet; thence East One Hundred Thirty-two (132) feet; thence South One Hundred Thirty-two (132) feet ; thence West One Hundred Thirty-two feet to the place of beginning; also known as Lot Number Four (4) of the Auditor's Subdivision of Government Lot Number Two (2) of the Northeast Quarter (NE 1/4) of said Section.

**Seller:**

Estate of Robert Francis Box  
 2709 Kenwood  
 Ottumwa, IA 52501

**Buyer:**

City of Ottumwa  
 105 East Third  
 Ottumwa, IA 52501

**Property:** Vacant Property Albia Rd.**Closing Date:** 9/29/22

	<u>SELLER</u>	<u>Description</u>	<u>BUYER</u>	<u>Description</u>
<b>PURCHASE PRICE</b>	\$ 15,000.00		\$ 15,000.00	
<b>REAL ESTATE TAXES:</b>				
<i>Pro-ration 90 days</i>	\$ (121.65)	7/1/22 to 9/29/22	\$ (121.65)	credit to Buyer
<i>Annual \$492.00</i>				
<b>TRANSFER STAMPS: \$23.20</b>	Paid by Seller			
<b>RECORDING FEES:</b>			\$ 34.00	Record Deed
<b>Abstracting</b>	Paid by Seller			
<b>Title Examination</b>			Paid by Buyer	
<b>BALANCE TO SELLER:</b>	<u>\$ 14,878.35</u>		<u>\$ 14,912.35</u>	Due from Buyer
<b>Disbursements</b>			\$ 14,912.35	
To Wapello County Recorder	Recording	\$ 34.00		paid by Buyer
Estate of Robert Francis Box		<u>\$ 14,878.35</u>		paid by Buyer
Total			<u>\$ 14,912.35</u>	
Balance			<b>\$0.00</b>	

Seller(s) Signature

---

 Robert M. Box, Co-Executor

Buyer(s) Signature

---

 City of Ottumwa, Authorized Agent

**Seller:**  
 Estate of Robert Francis Box  
 2709 Kenwood  
 Ottumwa, IA 52501

**Buyer:**  
 City of Ottumwa  
 105 East Third  
 Ottumwa, IA 52501

**Property:** Vacant Property Albia Rd.  
**Closing Date:** 9/29/22

	<u>SELLER</u>	<u>Description</u>	<u>BUYER</u>	<u>Description</u>
<b>PURCHASE PRICE</b>	\$ 15,000.00		\$ 15,000.00	
<b>REAL ESTATE TAXES:</b>				
<i>Pro-ration 90 days</i>	\$ (121.65)	7/1/22 to 9/29/22	\$ (121.65)	credit to Buyer
<i>Annual \$492.00</i>				
<b>TRANSFER STAMPS: \$23.20</b>	Paid by Seller			
<b>RECORDING FEES:</b>			\$ 34.00	Record Deed
<b>Abstracting</b>	Paid by Seler			
<b>Title Examination</b>			Paid by Buyer	
<b>BALANCE TO SELLER:</b>	<u>\$ 14,878.35</u>		<u>\$ 14,912.35</u>	Due from Buyer
<b>Disbursements</b>			\$ 14,912.35	
To Wapello County Recorder	Recording	\$ 34.00		paid by Buyer
Estate of Robert Francis Box		<u>\$ 14,878.35</u>		paid by Buyer
Total			<u>\$ 14,912.35</u>	
Balance			<b>\$0.00</b>	

Seller(s) Signature

Buyer(s) Signature

\_\_\_\_\_  
 Robert M. Box, Co-Executor

\_\_\_\_\_  
 City of Ottumwa, Authorized Agent

CITY OF OTTUMWA

Staff Summary



**\*\* ACTION ITEM \*\***

Council Meeting of: October 18, 2022

Phillip Burgmeier

Prepared By

*Darryl Seals*  
Department Head

Engineering Department

Department

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #261-2022. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the 2022 RFP #2 West End Valve Check Installation.

\*\*\*\*\*

**\*\*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 #261-2022 and accept the work as final and complete and approve Change Order #1 and the Final Pay Request for RFP #2 - West End Valve Check Installation.

DISCUSSION: This project re-laid and connected the pipe joints for a stormwater outfall into Harrow's Branch. An in-line check valve was installed at the outfall end of the pipe being re-laid. The check valve will stop water from Harrow's Branch from backing up into the protected side of the levee.

Change Order #1 increased the contract sum by \$1,800 to relay and connect an additional section of pipe.

Original Contract Amount	\$ 8,200.00
Change Order #1	\$ 1,800.00
New Contract Amount	\$ 10,000.00
Less Previous Payments	\$ 7,790.00
Final Amount Due	\$ 2,210.00

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.



RESOLUTION #261-2022  
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST  
FOR 2022 RFP #2 WEST END VALVE CHECK INSTALLATION

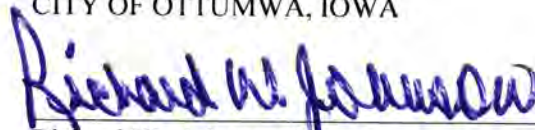
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 17, 2022 with DC Concrete & Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$1,800.00. The total new contract sum is \$10,000.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The 2022 RFP #2 West End Valve Check Installation is hereby accepted as complete, and authorization to make final payment to DC Concrete & Construction of Douds, Iowa in the amount of \$2,210.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18<sup>th</sup> day of October, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

**Section 640**  
**CHANGE ORDER**

Project: West End Check Valve Installation

To Contractor: DC Concrete and Construction

Change Order Number: 1

The Contract is changed as follows:  
Quantity Changes

	<u>3-Oct-22</u>
	<u>\$1,800.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$1,800.00</u>

Base bid amount \$8,200.00

**NEW PROJECT TOTAL \$10,000.00**

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$8,200.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$8,200.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$1,800.00</u>
The new Contract Sum including this change order	<u>\$10,000.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Phil Buzman  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

10-05-2022  
DATE

DC Concrete and Construction  
CONTRACTOR

10/4/2022  
DATE

Asif Poff  
BY

Co-Owner  
TITLE

**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa                      PROJECT: West End Check Valve Installation                      PAY REQUEST NO. 2  
FROM CONTRACTOR: DC Concrete and Construction                      PAY PERIOD: 3-Oct-22                      Final

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$8,200.00
2. Net change by Change Orders	\$1,800.00
3. Contract Sum to Date (Line 1 + Line 2)	\$10,000.00
4. Total Completed and Stored to Date	\$10,000.00
5. Retainage: <u>  0  </u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$10,000.00
7. Less Previous Payments	\$7,790.00
8. Current Payment Due	\$2,210.00

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: DC Concrete & Construction, LLC                      DATE: 10/4/2022

BY: Bridget Coff                      TITLE: Co-Owner

[Signature]  
**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

Larry Seals  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED:           \$2,210.00  
DATE: 10-4-22

West End Check Valve Installation

ITEM	10/3/2022	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1		Relay RCP Pipe	EA	4	\$1,800.00	\$7,200.00	5	\$9,000.00	\$1,800.00	125.00%
2		Check Valve Installation	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00	100.00%
						<b>TOTAL</b>		<b>\$8,200.00</b>		
						<b>ASBUILT TOTAL</b>		<b>\$10,000.00</b>	<b>\$1,800.00</b>	



PAT 1718 18

**received**  
10-18-22

Ottumwa City Council			
The Citizens signed below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay additional charges on our gas and electric bill for the next 25 years.			
	Name	Address	Date
1	Keith Cameron	2851 Oak Meadow	10/15/22
2	Erin	242 E 4th St 52501	10/15/22
3	Erin	1305 Locust 52501	10/15/22
4	Lera McShane	613 Boone Ave	10/15/22
5	Mark Zerkow	1523 E 2nd St 52501	10-15-22
6	Jan Hill	1915 Gladstone 52501	10-15-22
7	Antonia Noel	430 Minnesota St. 52501	10/17/22
8	Tina McConnell	334 Skyline Dr. lot 15	10/17/22
9	Tanner Simmers	831 South Ward St	10-17-22
10	Tara Carlberg	1458 Casa Blanca Ln.	10-17-22
11	Erika Brown	17167 Bluegrass Rd.	10-17-22
12	D. L. Scott	614 Richmond Ave	10/17/22
13	Stephanie CRPT	7 ELEANOR DR	10/17/22
14	Pamela R. Schulz	7 Eleanor Dr.	10/17/22
15	Judy Cameron	2851 Oak Meadow	10/18/22
16	Karla Houck	503 Osceola St.	10/18/22
17	Mark Wagner	537 Church St	10/18/22
18	Samantha Rose	831 Wabash Ave	10/18/22
19	Janette Huey	209 LYNNWOODS AVE	10/18/22
20	Michael	337 Church	10/18/22
21	Crystal Bales	337 CHURCH ST.	10/18/22
22	Crystal Bales	551 S Ferry St	10-18-22
23	Justin Shumy	70 Schwartz Dr	10/18/22
24	Michael (O'Leary)	1909 N. Elm	10-18-22
25	Tara O'Leary	1909 N. Elm	10-18-22
26	Wendy Boyd	1229 Kurlye	10/18/22

total 85 signatures

26



received  
10-18-2022

Ottumwa City Council			
The Citizens signed below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay additional charges on our gas and electric bill for the next 25 years.			
	Name	Address	Date
1	KATIE HARVARD	901 N Adipello St, Ottumwa	Ottumwa, Iowa 52501 10/14/22
2	Linda White	700 W. Alto Vista Lot 51	Ottumwa, Iowa 52501 10/14/22
3	Donna Sweet	1624 N Court	Ottumwa, Iowa 52501 10/14/22
4	Mickey E. Hooks Jr.	615 W. FINLEY AVE	Ottumwa, Iowa 52501 10/14/22
5	Mary Smith	1220 S Ferry St	Ottumwa, Iowa 52501 10/14/22
6	Donna M PARIS	623 N. ADAMS Ave	Ottumwa, Iowa 52501 10-14-22
7	Margaret Heppner	10671 Moore St	Ottumwa, Iowa 52501 10-14-22
8	Valer K Wilson	11283 Bledensberg	Ottumwa, Iowa 52501 10-14-22
9	ERIC LIVINGSTON	3820 Hwy 16	Ottumwa, Iowa 52501 10-14-22
10	Linda Randall	1405 N. Jefferson Unit 1	Ottumwa, Iowa 52501 10/14/22
11	Victoria Johnson	10940 115th St. O #3 on	Ottumwa, Iowa 52501 10/14/22
12	Connie Rosenbalm	4914 Point Isabelle	Ottumwa, Iowa 52501 10/14/22
13	Matthew Mitchell	1940 Maple Street	Ottumwa, Iowa 52501 10/14/22
14	Kathy Thomas	7 Bear Creek Estates Dr.	Ottumwa, Iowa 52501 10/14/22
15	Pam Siver	117 E 5th Street	Ottumwa, Iowa 52501 10/14/22
16	Donna Taylor	211 Lisdale	Ottumwa, Iowa 52501 10/14/22
17	Donna Taylor	211 Lisdale	Ottumwa, Iowa 52501 10/14/22
18	Kathy Jane Gardner	2346 Timberlane Hts.	Ottumwa, Iowa 52501 10-14-22
19	Donna Taylor	706 S. Madison Ave	Ottumwa, Iowa 52501 10/14/22
20	Angie Scholtz	1522 Lake rd	Ottumwa, Iowa 52501 10/14/22
21	Vosanne Bowling	609 W. Rochester	Ottumwa, Iowa 52501 10/14/22
22	Sherrill J Brown	309 1/2 Clarence	Ottumwa, Iowa 52501 10/14/22
23	Jimmy Kilgus	323 Bryan Road	Ottumwa, Iowa 52501 10/14/22
24	Karen Phillips	323 Bryan Road	Ottumwa, Iowa 52501 10/14/22
25	Carla R Murray	514 E. Vine	Ottumwa, Iowa 52501 10/14/22



**received**  
10-18-22

Ottumwa City Council			
The Citizens signed below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay additional charges on our gas and electric bill for the next 25 years.			
	Name	Address	Date
1	Doug Barber	418 Bryan Rd	Ottumwa, Iowa 52501 10-14-22
2	Oliver Miller	213 E. Main St.	Ottumwa, Iowa 52501 10/14/22
3	Bob Hambling	308 E Penn.	Ottumwa, Iowa 52501
4	Walter Anderson	700 Cushman	Ottumwa, Iowa 52501 10/14/22
5	Paul J. Johnson	220 E. Main	Ottumwa, Iowa 52501 10-14-22
6	Mya Esrick KRATI	728 W 2nd St	Ottumwa, Iowa 52501 10-14-22
7	David O'Shea	2752 Oak meadow per	Ottumwa, Iowa 52501 10-15-22
8	Alex Murray	2865 Oak Meadow Dr	Ottumwa, Iowa 52501 10-15-22
9	Diana Parson	2837 Oak Meadow Dr.	Ottumwa, Iowa 52501 10-15-22
10	Judy Spahr	2814 Oak Meadow Dr	Ottumwa, Iowa 52501 10-15-22
11	Martin Boyer	2814 Oak Meadow Dr.	Ottumwa, Iowa 52501 10-15-22
12	Nick Uehling	316 Filmore Street	Ottumwa, Iowa 52501 10-15-22
13	Zana Uehling	316 Filmore Street	Ottumwa, Iowa 52501 10-15-22
14	Sammy	710 E Alta Vista	Ottumwa, Iowa 52501 10/15/22
15	Kriss Uehling	710 E Alta Vista Ave	Ottumwa, Iowa 52501 10-15-22
16	Byron M. Zen	629 E ALTA VISTA	Ottumwa, Iowa 52501 10-15-22
17	Janet Zen	629 E Alta Vista	Ottumwa, Iowa 52501 10-15-22
18	Sheryl North	705 E Alta Vista	Ottumwa, Iowa 52501 10-15-22
19	Kelli McDonald	7 Eleanor Drive	Ottumwa, Iowa 52501 10-15-22
20	Christina McDonald	7 Eleanor Drive	Ottumwa, Iowa 52501 10-15-22
21	Curt Biele	1204 N Wapello St	Ottumwa, Iowa 52501 10-15-22
22	Stacy Jo May	717 Edwards Drive	Ottumwa, Iowa 52501 10-15-22
23	Janet K Biele	1204 N Wapello St	Ottumwa, Iowa 52501 10-15-22
24	John Biele	337 Church St Ottumwa IA	Ottumwa, Iowa 52501 10-15-22
25	John Biele	708 Church St	Ottumwa, Iowa 52501 10-15-22



received  
10-18-22

Ottumwa City Council			
The Citizens signed below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay additional charges on our gas and electric bill for the next 25 years.			
	Name	Address	Date
1	William R. Kirkhoff	115 Hawthorne Dr	Ottumwa, Iowa 52501 10/17/22
2	Marilyn Chamblit	715 E. Celta Vista	Ottumwa, Iowa 52501 10/17/22
3	Bethany Lea	2515 Kenwood St	Ottumwa, Iowa 52501 10/17/22
4	Judith Ross	213 E. Manning Ave	Ottumwa, Iowa 52501 10/17/22
5	Dary Tweedt	1624 N. Court	Ottumwa, Iowa 52501 10-17-22
6	Jeki Rust Smt	750 W. Mary St.	Ottumwa, Iowa 52501 10-18-22
7			Ottumwa, Iowa 52501
8			Ottumwa, Iowa 52501
9			Ottumwa, Iowa 52501
10			Ottumwa, Iowa 52501
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24			Ottumwa, Iowa 52501
25			Ottumwa, Iowa 52501

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received  
10-18-22

Ottumwa City Council			
The Citizens signed below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay additional charges on our gas and electric bill for the next 25 years.			
	Name	Address	Date
1	Melody Lowe	808 N 5 <sup>th</sup> St	10/14/22
2	Bill Smith	621 E. Alta Vista	10/14/22
3	Bob J. Kemmer	507 Bryan Rd.	10/14/22
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CITY OF  
OTTUMWA



**Citizen Input Request Form**

10.18.22

Council Meeting Date

Name: Hunter McCoy

Address: 11624 Balesburg Rd

Item No. to Address: G3

(Agenda will be provided to complete this section)

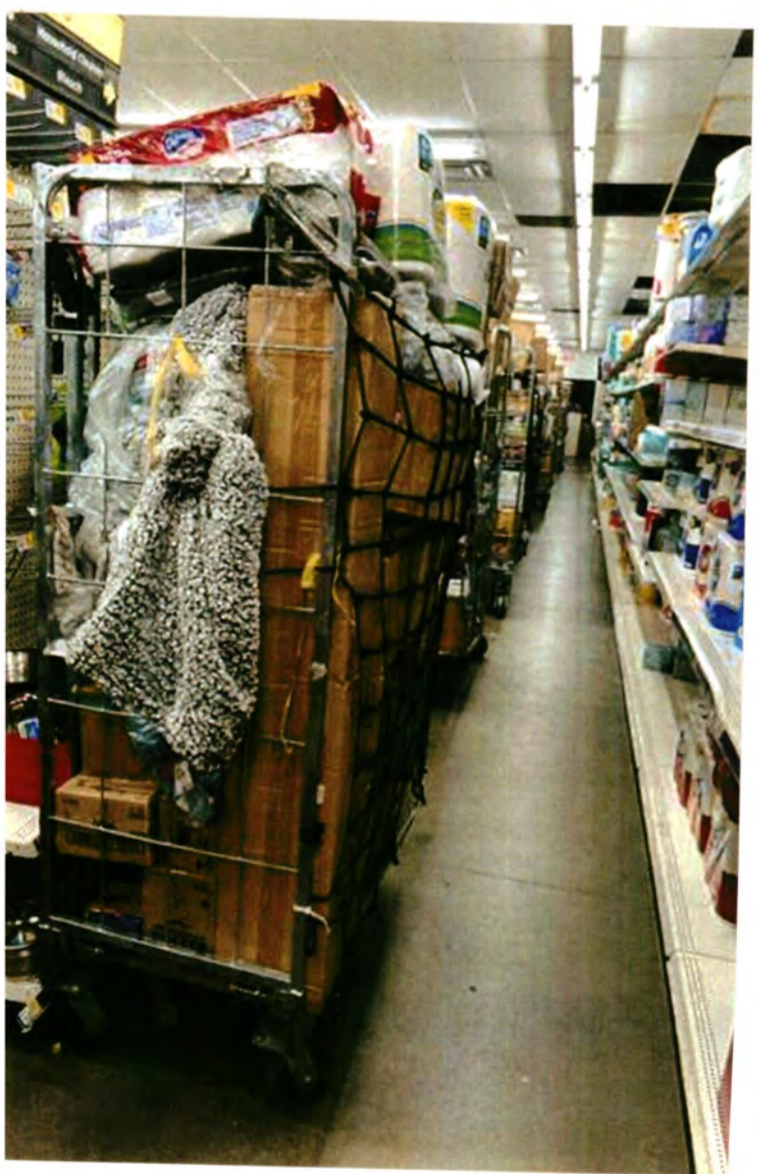
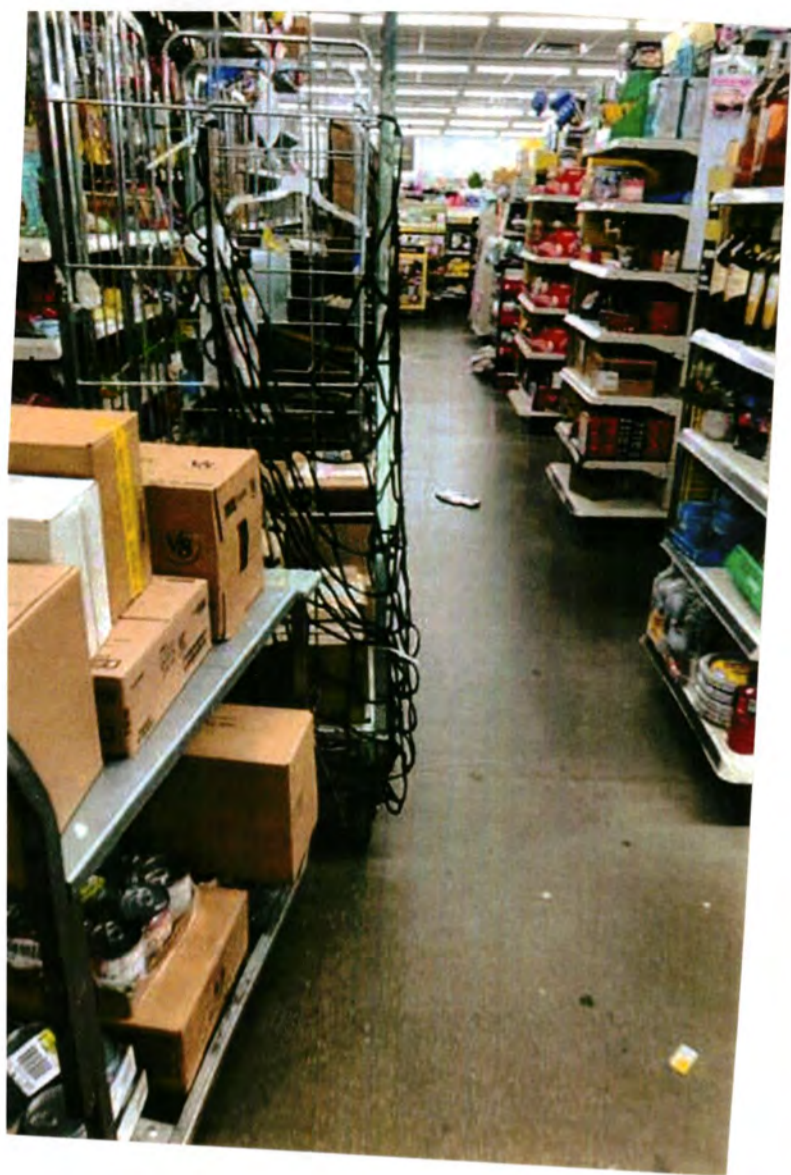
If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

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\_\_\_\_\_  
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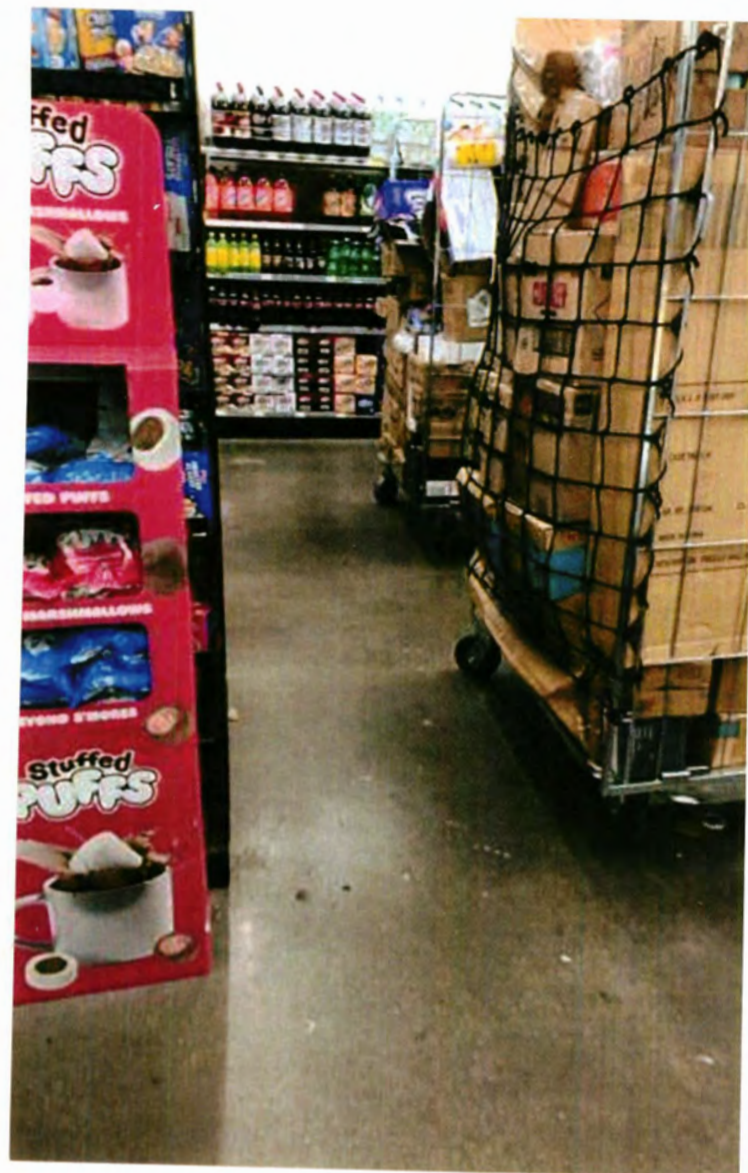
\*\*\*\*\*

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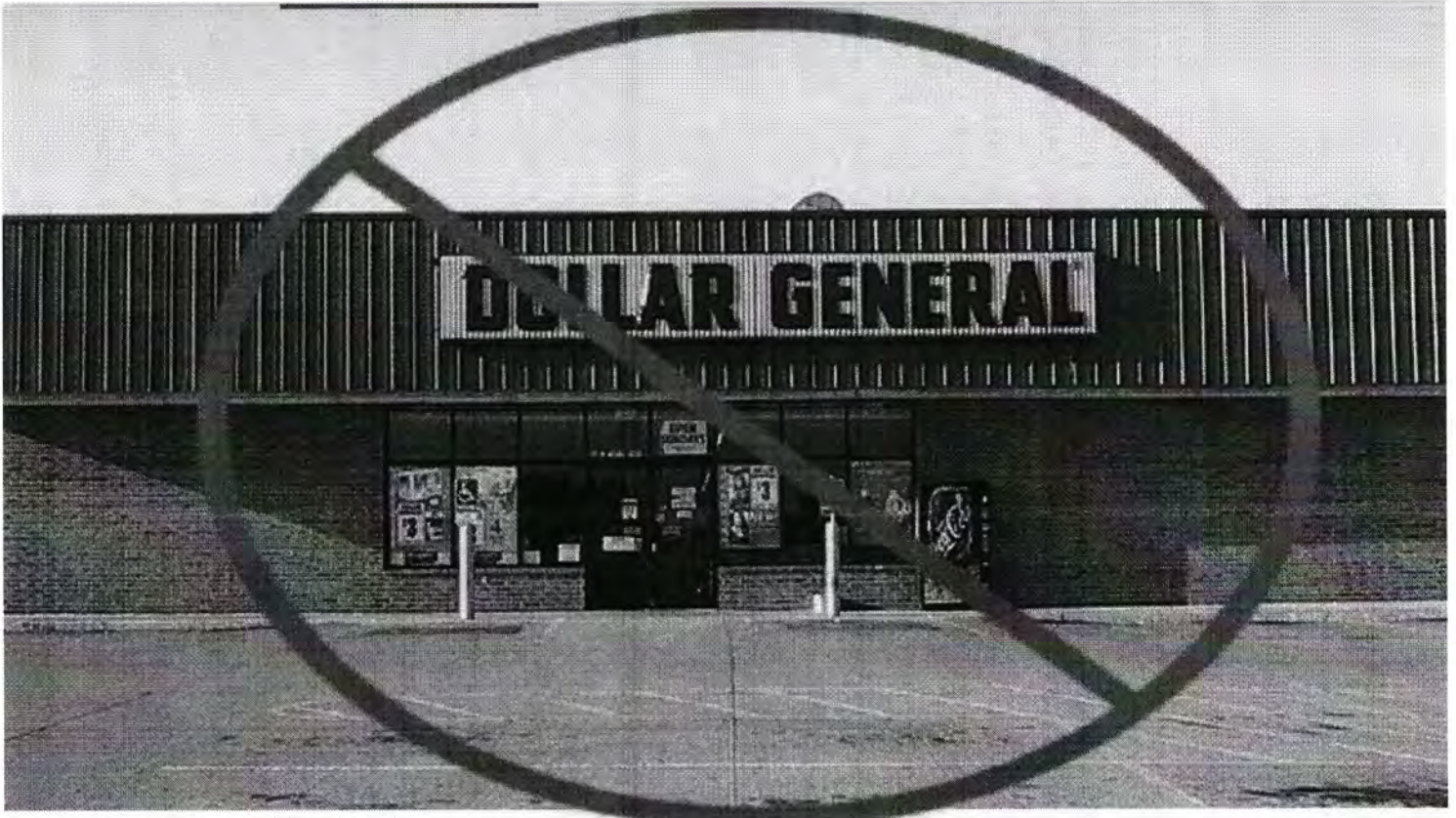




received  
10-18-22



At 200 signatures, this petition is more likely to be featured in recommendations!



## STOP DOLLAR GENERAL

146 have signed. Let's get to 200!



At 200 signatures, this petition is more likely to be featured in recommendations!



Hunter McCoy signed this petition



Hunter McCoy started this petition

Share this petition



received  
10-18-22

Name	City	State	Postal Cod	Country	Signed On
Hunter McCoy	Ottumwa	IA		US	10/5/2022
Dollar Tree	Ottumwa	IA	52501	US	10/5/2022
Tammy kelderman	Chicago	IL	60602	US	10/5/2022
Sydney Damerval	Ottumwa	IA	52501	US	10/5/2022
Robyn Anderson	Ottumwa	IA	52501	US	10/5/2022
Ricci Dolan	Ottumwa	IA	52501	US	10/5/2022
Eli Moughler	Ottumwa	IA	52501	US	10/5/2022
Devin Hager	Ottumwa	IA	52501	US	10/5/2022
kendall K	Cleveland		44109	US	10/5/2022
Maya Seyf	Lake Zurich		60047	US	10/5/2022
Ken Mura	Ottumwa	IA	52501	US	10/5/2022
Mary Samueal	Levittown		11756	US	10/5/2022
morgan davis	Ottumwa	IA	52501	US	10/5/2022
Ron Brown	Ottumwa	IA	52501	US	10/5/2022
Jenn Zack	Scottdale		30079	US	10/5/2022
makenzie dawson	benton		62812	US	10/5/2022
Brian Hyde	Ottumwa	IA	52501	US	10/5/2022
Taylor Shaffer	Wheatfield		46392	US	10/5/2022
Widenus Widenus	somehwre		85260	US	10/5/2022
Ellie shamshirgar	Phoenix		85027	US	10/5/2022
Isaac Stier	Greenwood		46143	US	10/5/2022
Canaan Asfaw	St Louis		63114	US	10/5/2022
Keeton Fleener	Ottumwa	IA	52501	US	10/5/2022
Natalie Shrimplin	Ottumwa	IA	52501	US	10/5/2022
Brooke Fischels	Ottumwa	IA	52501	US	10/5/2022
Katie Kessel	Prineville		97754	US	10/5/2022
kellen burns	Oxford		45056	US	10/5/2022
Terry Holbrook	Fayetteville		72703	US	10/5/2022
Nana K	South Plainfield		7080	US	10/5/2022
Marlon Ramirez	Lamont		93203	US	10/5/2022
Mere Hawkins	Ottumwa	IA	52501	US	10/5/2022
Brittin Townsend	Ottumwa	IA	52501	US	10/5/2022
Robert Ruby	Ottumwa	IA	52501	US	10/5/2022
Amber Creason	Ottumwa	IA	52501	US	10/5/2022
Ashten King	Winfield	IA	52659	US	10/5/2022
Marcia McDaniel	Ottumwa	IA	52501	US	10/5/2022
Brian Walters	Ottumwa	IA	52501	US	10/5/2022
Misha Ziehe	Ottumwa	IA	52501	US	10/5/2022
Alexis Petary	Ottumwa	IA	52501	US	10/5/2022
Dakota Robertson	Ankeny	IA	50023	US	10/5/2022
Carolyn Frantz	Ottumwa	IA	52501	US	10/5/2022
Tayler McLain	Fairfield	IA	52556	US	10/5/2022
Callie Shearer	Ottumwa	IA	52501	US	10/5/2022
Anita Barker	West Des Moines	IA	50266	US	10/5/2022
Gregory Howard	Ottumwa	IA	52501	US	10/5/2022
ELLEN A.	Ottumwa	IA	52501	US	10/5/2022

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received  
10-18-22

Rebecca Frueh	Ottumwa	IA	52501	US	10/5/2022
Heather Rich	Fairfield	IA	52556	US	10/5/2022
Carol Anderson	Ottumwa	IA	52501	US	10/5/2022
Susan Bauman	Ottumwa	IA	52501	US	10/5/2022
John Paxton	Ottumwa	IA	52501	US	10/5/2022
Angie Green	Ottumwa	IA	52501	US	10/5/2022
Lindsey Bresee	Ottumwa	IA	52501	US	10/6/2022
David Rummelhart	Ottumwa	IA	52501	US	10/6/2022
Nick Mckelvey	Ottumwa	IA	52501	US	10/6/2022
Nicole Rummelhart	Ottumwa	IA	52501	US	10/6/2022
Jana Stansberry	Ottumwa	IA	52501	US	10/6/2022
Shawn Berry	Ottumwa	IA	52501	US	10/6/2022
Sydney Konrad	Ottumwa	IA	52501	US	10/6/2022
Danielle Rupe	Ottumwa	IA	52501	US	10/6/2022
Jacob Stinsin	Ottumwa	IA	52501	US	10/6/2022
Nancy Anderson	Ottumwa	IA	52501	US	10/6/2022
juan vazquez	Gainesville		30501	US	10/6/2022
Zoila Rivera	Ft. Washington		20744	US	10/6/2022
Donald wleklinski	Terre Haute	IN	47803	US	10/6/2022
Emily Covert	Fairfield	IA	52556	US	10/6/2022
Minnie Stufflebeem	Ottumwa	IA	52501	US	10/6/2022
Ashley Poole	Ottumwa	IA	52501	US	10/7/2022
Rick Mitchell	Huntington	WV	25705	US	10/7/2022
Cassie Johnson	Albia	IA	52531	US	10/7/2022
Maddison Reinier	Ottumwa	IA	52501	US	10/7/2022
betty winholtz	morro bay	CA	93442	US	10/7/2022
Paul Blackburn	Elizabethtown	KY	42701	US	10/7/2022
Harmony Kuller	Minneapolis	MN	55401	US	10/7/2022
Trevor Harp	Ottumwa	IA	52501	US	10/7/2022
Tracy Hesling	Ottumwa	IA	52501	US	10/7/2022
george bourlotos	belleville	NJ	7109	US	10/7/2022
Viki Wilson	London	IA	52219	US	10/7/2022
Cindy Barnes				US	10/7/2022
Alexis Luke	Ottumwa	IA	52501	US	10/7/2022
Robert Darcy	Saint Paul	MN	55104	US	10/7/2022
Eddie Mitchell	Ottumwa	IA	52501	US	10/7/2022
Wendy Mitchell	Ottumwa	IA	52501	US	10/7/2022
Rex Larson	Ottumwa	IA	52501	US	10/7/2022
Weston Mitchell	Ottumwa	IA	52501	US	10/7/2022
Kaleb Owen	Ottumwa	IA	52501	US	10/7/2022
Connie Mottet	Unionville	IA	52537	US	10/7/2022
Martin Mitchell	Ottumwa	IA	52501	US	10/7/2022
Dustin Durlflinger	Ottumwa	IA	52501	US	10/7/2022
Debbie Paris	West Des Moines	IA	50266	US	10/7/2022
Desiree Mitchell	Ottumwa	IA	52501	US	10/7/2022
Janis Birch	Chicago	IL	60602	US	10/7/2022
Bruce Anderson	Ottumwa	IA	52501	US	10/7/2022

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received  
10.18.22

Sharlene Buck	Ottumwa	IA	52501 US	10/7/2022
Virginia platt	Saint Paul	MN	55104 US	10/7/2022
Gia Tornabene	Ottumwa	IA	52501 US	10/7/2022
Chad Willis	Ottumwa	IA	52501 US	10/7/2022
Sally Paris	Ottumwa	IA	52501 US	10/7/2022
Nichole Tarrence	Ottumwa	IA	52501 US	10/7/2022
Haley Cook	Ottumwa	IA	52501 US	10/8/2022
Ryan Black	Ottumwa	IA	52501 US	10/8/2022
Ashleigh Mathews	Bloomfield	IA	52537 US	10/8/2022
Coady Spurgeon	Ottumwa	IA	52501 US	10/8/2022
Alicen Tomlin	Ottumwa	IA	52501 US	10/8/2022
Brandon Webster	Ottumwa	IA	52501 US	10/8/2022
Maddison Saner	Albia	IA	52531 US	10/8/2022
CLAYTON Webster	Ottumwa	IA	52501 US	10/8/2022
Levi Frueh	Warsaw	MO	65355 US	10/8/2022
MICKEY HUCKS SR.	Ottumwa	IA	52501 US	10/8/2022
Linda Graham	New York	NY	10004 US	10/8/2022
Kody Jones	Ottumwa	IA	52501 US	10/8/2022
Samantha Meinders	Ottumwa	IA	52501 US	10/8/2022
Hanna Talbert	Ottumwa	IA	52501 US	10/8/2022
Pastor Stephen Croft	Ottumwa	IA	52501 US	10/8/2022
Shawna Anderson	Ottumwa	IA	52501 US	10/8/2022
Ila Darafshandar	San Diego		92128 US	10/8/2022
Ali J	Dallas		75247 US	10/8/2022
Giampiero Mariani	Brooklyn		11223-274 US	10/8/2022
Shohreh Azin	Scottsdale		85158 US	10/8/2022
Negin Kiani	Madison		53713 US	10/8/2022
Cragar Klingensmith	Ottumwa	IA	52501 US	10/8/2022
John Lawrence	Ottumwa	IA	52501 US	10/8/2022
Jasmine Boney	Ottumwa	IA	52501 US	10/8/2022
Ray Taylor	Ottumwa	IA	52501 US	10/9/2022
Ryne Denniston	Ottumwa	IA	52501 US	10/9/2022
Jenna Sadowski	Ottumwa	IA	52501 US	10/9/2022
mark simms	albia	IA	52531 US	10/9/2022
Shelby Kelley	Blakesburg	IA	52526 US	10/9/2022
Lori Yates	Ottumwa	IA	52501 US	10/9/2022
Alivia Jones	Ottumwa	IA	52501 US	10/9/2022
Klayre Michel	Iowa City	IA	52245 US	10/9/2022
Scott Boucher			US	10/9/2022
Larry Wilson	Ottumwa	IA	52501 US	10/9/2022
Dave Seat	Ottumwa	IA	52501 US	10/9/2022
Kathy Seat	Ottumwa	IA	52501 US	10/9/2022
Fred Latham	Ottumwa	IA	52501 US	10/10/2022
Mike Tarrence	Ottumwa	IA	52501 US	10/10/2022
Sandi Koettel	Ottumwa	IA	52501 US	10/10/2022
Sean Flattery	Ottumwa	IA	52502 US	10/10/2022
Jacob Schulz	Ottumwa	IA	52501 US	10/10/2022

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Scott Vitzthum	Livermore	IA	50558 US	10/11/2022
Teresa Vanderpol	Ottumwa	IA	52501 US	10/11/2022
Seth Griffiths	Ottumwa	IA	52501 US	10/11/2022
james Keasling	Ottumwa	IA	52501 US	10/11/2022
Payson Moreland	Ottumwa	IA	52501 US	10/11/2022
Cheyenna Clouse	Johnston	IA	50131 US	10/13/2022

4

4 33 30 26 = 93  
Signatures



CITY OF  
OTTUMWA



**Citizen Input Request Form**

10-18-22

Council Meeting Date

Name: Nancy K Anderson

Address: 1128 E. Pennsylvania Ave

Item No. to Address: 63  
(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:

1235 Hutchinson

\*\*\*\*\*

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**

10/18/22  
Council Meeting Date

Name: Shawn Berry

Address: 1120 Pennsylvania Ave

Item No. to Address: 3210-2022  
(Agenda will be provided to complete this section)

G-3

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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CITY OF  
OTTUMWA



**Citizen Input Request Form**

10-18-2022

Council Meeting Date

Name: Laura Berry

Address: 1120 E Pennsylvania, Ottumwa

Item No. to Address: 3210 2022 rezoning of Penn/Hutchinson  
(Agenda will be provided to complete this section)

G3

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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CITY OF  
OTTUMWA

## Citizen Input Request Form

10-18-22

Council Meeting Date

Name: Matt Greiner

Address: 13808 Bloomfield

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:

State Senate Introduction

\*\*\*\*\*

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