



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 35
Bridge View Center, 102 Church St.

November 5, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Galloway, Hoffman, McAntire, Caviness and Reid.
Council Member Galloway acting as Mayor Pro Tem.

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 32 on October 8, 2024, Regular Meeting No. 33 on October 15, 2024 and Special Work Session No. 34 on October 22, 2024 as presented.
2. Acknowledge and approve November 5, 2024 Claims List as submitted by the Finance Department.
3. Recommend re-appointment of John Ohlinger to the Zoning Board of Adjustments, term to expire 12/12/2029; re-appointment of Mike Sammons to the Ottumwa Housing Authority, term to expire 11/22/2026; appointment of Cyan Bossou to the Human Rights Commission, term to expire 7/1/2026 due to a vacancy; appointment of Jane Cardenzana to the Cemetery Board of Trustees, term to expire 7/1/2029 due to a vacancy; and Lorna Bengé to the Historic Preservation Committee, term to expire 1/1/2026 due to a vacancy.
4. Civil Service Eligibility Lists for October 23, 2024: Auto Mechanic Entrance, Firefighter Entrance, Police Officer Entrance and Engineering Tech I Entrance.
5. Proclamation of Ottumwa as Bacon Capital of America with JBS Prepared Foods hosting Bacon Town on November 9, 2024.
6. Authorizing the Mayor Pro Tem to sign the lease agreement with Central Cable Contractors for use of land at the Ottumwa Regional Airport, for approximately two months or until early spring 2025 if inclement weather affects project.
7. Approve purchase of (2) 2025 Ford Police Interceptor Utility AWD vehicles from Stiver's Ford of Waukee, IA, in the amount of \$49,989 each for a total of \$99,978 to replace current fleet #421 and #437.
8. Resolution No. 242-2024, approving the Fiscal Year 2024 Annual Urban Renewal Report and ordering the report to be filed with the Iowa Department of Management.
9. Resolution No. 253-2024, setting November 19, 2024 as the date for a public hearing on the proposal to lease 200 acres of hay ground at the Ottumwa Regional Airport.
10. Resolution No. 255-2024, approving the contract, bonds, and certificate of insurance for the WPCF Aeration System Improvements Project.
11. Beer and/or liquor applications for: Garrison Rock, 305 E. Main St. with Outdoor Service Area (New Ownership); Mexico Lindo, 530 W. Second St.; Fine Liquor & Tobacco, 819B Albia Rd.; Benchwarmers Eatery & Sports Lounge, 2209 Roemer, with Outdoor Service Area; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Informational update on Code Enforcement Process and Case on 1600 Block of Mable St.

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a Public Hearing approving the plans, specifications, form of contract and estimated cost for the Cemetery Office and Maintenance Building Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 244-2024, approving the plans, specifications, form of contract and estimated cost for the Cemetery Office and Maintenance Building Project.

RECOMMENDATION: Pass and adopt Resolution No. 244-2024.

2. This is the time, place and date set for a Public Hearing on the proposal to discontinue the Public Safety Advisory Committee.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Accept consideration to discontinue the Ottumwa Public Safety Advisory Committee.

RECOMMENDATION: Accept consideration to discontinue the Ottumwa Public Safety Advisory Committee; direct staff to discontinue the Committee by Ordinance not sooner than thirty days following the hearing.

G. ORDINANCES:

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

1. Approve payment to Wapello County Sheriff's Department in the amount of \$21,157.92 for the Police Department's portion (1/3) of the total cost of the yearly programming/maintenance fees of the in-house computer software.

RECOMMENDATION: Authorize payment of \$21,157.92 to the Wapello County Sheriff's Department for programming/maintenance fees of the in-house computer software.

2. Approve Purchase of a Hotsy 1075BE Power Washer for \$11,448.95 for the Recycling Center.

RECOMMENDATION: Approve purchase of one (1) Hotsy 1075BE Power Washer for \$11,448.95.

3. Approve Purchase of Computer Software from ManageEngine (Zoho) in the amount of \$14,644 for the VM Host & Tier 1 SAN Upgrade Project.

RECOMMENDATION: Approve purchase of Computer Software from ManageEngine for \$14,644.

I. RESOLUTIONS:

1. Resolution No. 240-2024, awarding the contract for demolition and clean-up of the condemned property at 851 South Davis Street to Don Jones of Ottumwa, IA in the amount of \$5,200.

RECOMMENDATION: Pass and adopt Resolution No. 240-2024.

2. Resolution No. 245-2024, approving the City of Ottumwa Anti-Harassment Policy.

RECOMMENDATION: Pass and adopt Resolution No. 245-2024.

3. Resolution No. 246-2024, approving updates to City of Ottumwa Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 246-2024.

4. Resolution No. 247-2024, awarding the contract for demolition and clean-up of the condemned property at 103 South Adams Street to Don Jones of Ottumwa, IA in the amount of \$5,000.

RECOMMENDATION: Pass and adopt Resolution No. 247-2024.

5. Resolution No. 248-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 225 Paris to Dan Laursen of Ottumwa, IA in the amount of \$11,700 (\$1,000 Abatement, \$10,700 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 248-2024.

6. Resolution No. 249-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 1309 Castle to Dan Laursen of Ottumwa, IA in the amount of \$13,800 (\$3,000 Abatement, \$10,800 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 249-2024.

7. Resolution No. 250-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 714 North Cooper to Weston McKee of Fairfield, IA in the amount of \$24,300 (\$11,900 Abatement, \$12,400 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 250-2024.

8. Resolution No. 252-2024, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa for 2022 Demolition Assessments, totaling \$228,750.45 for 11 properties.

RECOMMENDATION: Pass and adopt Resolution No. 252-2024.

9. Resolution No. 256-2024, Accepting the work as final and complete and approving the Final Pay Request for the Green Street Sewer Improvements - Group A Project.

RECOMMENDATION: Pass and adopt Resolution No. 256-2024.

10. Resolution No. 257-2024, authorizing the Mayor Pro Tem to execute four (4) Permanent Easements and four (4) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for CSO Phase 8, Division 2 Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 257-2024.

11. Resolution No. 258-2024, approving City of Ottumwa Purchasing Policies and Procedures Revisions as submitted by Finance Department.

RECOMMENDATION: Pass and adopt Resolution No. 258-2024.

12. Resolution No. 259-2024, approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Westgate Economic Development Urban Renewal Area to Wash King, Inc.; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Wash King, Inc. in the event that no qualified competing proposals are submitted.

RECOMMENDATION: Pass and adopt Resolution No. 259-2024.

13. Resolution No. 260-2024, removing Special Assessments applied to 419 S Foster on Resolution No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, 41-2023 and on the Weed Cutting Assessment Letters for the Mowing Season 2003, in the amount of \$14,272.88 and accrued interest \$16,387.

RECOMMENDATION: Pass and adopt Resolution No. 260-2024.

14. Resolution No. 261-2024, removing Special Assessment for properties with Change of Ownership on Resolution No. 200-2024, (105 N. Hancock – \$700.26 & 506 S. Davis - \$282.00) amount for both properties \$982.26.

RECOMMENDATION: Pass and adopt Resolution No. 261-2024.

15. Resolution No. 262-2024, approving a Land Use Agreement between the City of Ottumwa and E80 Plus Constructors, LLC for use of City-Owned Vacant Lots along West Second St. for approximately six weeks for \$100 per week.

RECOMMENDATION: Pass and adopt Resolution No. 262-2024.

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. *****

*Items on the **TABLE**:

1. Resolution No. 147-2024, approving an agreement with McMahon Associates, Inc. for Professional Consulting Services.

RECOMMENDATION: Pass and adopt Resolution No. 147-2024.



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FAX COVER SHEET

City of Ottumwa

DATE: 11/1/2024 TIME: 12:30 PM NO. OF PAGES 6
(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 #35 to be held on 11/5/2024 at 5:30 P.M. at the Bridge View Center 102 Church Street.

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 DEPT. ID 4717
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CITY OF
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #35 to be held on 11/5/2024 at 5:30 P.M. at the Bridge View Center 102 Church Street.

SPECIAL WORK SESSION NO. 32
Bridge View Center, 102 Church St.

October 8, 2024
5:30 O’Clock P.M.

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

Present were Council Member Caviness, Reid, Galloway, Hoffman and Mayor Johnson.
Council Member McAntire was absent.
Present for Wapello County Board of Supervisors: Batterson, Morgan, Ziegler.

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

Items discussed at the work session are listed on the agenda and on file in the office of the City Clerk. No action was taken.

Marc Roe, Director, GOPIP, provided a brief overview and introduced the panel as they presented.

The City already has some tools in place for economic development (TIF and Urban Revitalization).
Start with a Vision – what do we want for our community?
Continue to partner with private development and investors.
There’s an expectation from IEDA for the City’s contribution to projects when applying for grants.
Every community is experiencing a housing shortage; we are competing with everyone in Iowa.
How are other cities utilizing UR and TIF differently than Ottumwa?
About 90% of Ottumwa is in a TIF district; but is there a true plan on what to do with the money being collected? Need to be intentional about how we use TIF because it gives you flexibility.
If cities don’t have an incentive plan in place, it leaves options too vague for developers.
Identify what council’s comfort levels are for offering incentives to developers. What risk are we willing to take?

There being no further discussion, Caviness moved, seconded by Galloway to adjourn. Motion carried 4-1. Absent: McAntire.

Adjournment was at 7:37 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 10/19/2024.



OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 33
Bridge View Center, 102 Church St.

October 15, 2024
5:30 O'Clock P.M.

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

Present were Council Member Caviness, Reid, Galloway, Hoffman and Mayor Johnson.
Council Member McAntire was absent.

Caviness moved, seconded by Hoffman to approve consent agenda: Mins. from Regular Mtg. No. 31 on Oct. 1, 2024 as presented; Ack. and approve Oct. 15, 2024 Claims List submitted by Finance; Ack. Aug. 2024 financial stmts. submitted by Finance; Approving purchase of six (6) Galvanized Light Poles for Electrical Dept. (\$26,298); Res. No. 229-2024, fixing Nov. 5, 2024 as date for public hearing to approve plans, specs., form of contract and est. cost for Cemetery Office and Maint. Bldg. Project; Res. No. 230-2024, fixing Nov. 5, 2024 as date for public hearing on proposal to discontinue Public Safety Adv. Comm.; Beer and/or liquor applications for: Mimi's Taqueria, Inc., 707 Church St., with osa; Ross Tobacco Shop, 129 East 2nd; Mizu Hibachi & Sushi, 1111 Quincy Ave., Suite 111; Club 888, 123 W. Third; all applications pending final inspections. Motion carried 3-2. Ayes: Caviness, Galloway, Hoffman. Nays: Reid. Absent: McAntire.

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

Update provided by City Admin. Rath.

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

This was the time, place and date set for a Public Hearing to approve lease agt. for 14521 Second Ave., 6,000 sq. ft. of Bldg. No. 34 located at Ottumwa Reg. Airport. Dir. Airport Operations Wheaton reported. No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 227-2024, approving lease agt. with Zach Ashmore for approx. 6,000 sq. ft. of Bldg. No. 34 at Ottumwa Reg. Airport, be passed and adopted. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a Public Hearing on proposal to convey real property at 1229 Brentwood to Weston McKee. Comm. Dev. Dir. Simonson reported. Four bids rec'd Oct. 1, 2024; no objections rec'd. Hoffman moved, seconded by Reid to close public hearing. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 232-2024, accepting bid and approving conveyance of real property (1229 Brentwood) to Weston McKee in the amt. \$81,200, be passed and adopted. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a Public Hearing on proposal to convey interests in real property at 1317 E. Mary to Selman Aliu, pursuant to a proposed Purchase Agt. Simonson reported Mr. Aliu filed petition no. 5107-2024 requesting to purchase this piece of property in order to pave and expand his

parking area to make it easier for large trucks to turn around. No objections rec'd. Caviness moved, seconded by Galloway to close public hearing. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 234-2024, approving and auth. conveyance of real property at 1317 E. Mary to Selman Aliu and approving and auth. execution of Purchase Agt., be passed and adopted. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a Public Hearing approving plans, specs., form of contract and est. cost, awarding contract and Approving Contract, Bonds and Cert. of Ins. for Blake's Branch Sewer Separation, Ph. 8, Div. 3 Project. PW Dir./City Eng. Burgmeier reported along with Randy Johnson (V&K). No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 235-2024, adopting Plans, Specs., Form of Contract and Est. Cost for Blake's Branch Sewer Separation, Ph. 8, Div. 3 Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 236-2024, making Award of Construction Contract for Blake's Branch Sewer Separation, Ph. 8, Div. 3 Project, be passed and adopted. Burgmeier reported four bids rec'd.; the lowest responsible bidder was Portzen Construction, Inc. from Dubuque, IA, in the amt. \$14,707,563.00. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Hoffman that Res. No. 237-2024, approving Construction Contract and Bond for construction of Blake's Branch Sewer Separation, Ph. 8, Div. 3 Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

HR Dir. Codjoe provided draft version of Anti-Harassment Policy for City of Ottumwa employees. This will be on the agenda for Nov. 5, 2024 action.

Galloway moved, seconded by Hoffman to approve Planning Dept. Policy No. 1-2024, a Policy Concerning Courtesy Notices for Variances, Cond. Use Permits and Rezonings. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Reid to approve purchase of CASE SR175B Skid Steer from Greiner Implement for \$35,000 after trade-in credit for Recycling Center. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Reid that Res. No. 226-2024, auth. Mayor to sign agt. with Kirkham Michael and Assoc., Inc. for survey, design, bid, construction and close out phases for T-Hanger project at Ottumwa Reg. Airport, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 228-2024, approving contract with Revize LLC for development, redesign and hosting of custom municipal website for \$44,600 for first yr. and \$6,900 per yr. for subsequent yrs., with option of splitting up initial price over first three yrs., be passed and adopted. PIO Lawrence reported eight bids rec'd. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hoffman that Res. No. 231-2024, est. fees for Planning and Development Services in Ottumwa and rescinding Res. No. 54-2023, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Caviness moved, seconded by Galloway that Res. No. 233-2024, affirming City of Ottumwa's Commitment to Option No. 3 of 2019 IDOT's Concept of Reconstruction of US 34 from Wildwood Dr. to West Junction US 63, be passed and adopted. Rath reported earliest this could be in IDOT's timeline is 2030; elimination of overpasses in 5 different locations and installation of roundabouts at ground level. Concerns from OWW as water infrastructure would need to be addressed and costs associated with such. Motion carried 3-2. Ayes: Reid, Galloway, Hoffman. Nays: Caviness. Absent: McAntire.

Hoffman moved, seconded by Galloway that Res. No. 238-2024, approving purchase of 2024 Magnum Patcher from Road Doctors (\$68,000), be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Reid that Res. No. 239-2024, awarding contracts for asbestos abatement and demolition of 120 N. Davis (Dan Laursen \$1,000 Abatement) (Don Jones \$7,200 Demolition) total \$8,200, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hoffman moved, seconded by Caviness that Res. No. 241-2024, awarding contract for asbestos abatement and demolition of 1515 W. Main to Dan Laursen of Ottumwa, IA \$5,700 (\$700 Abatement, \$5,000 Demolition), be passed and adopted. Motion carried 4-1. Absent: McAntire.

Res. No. 147-2024 remains on the TABLE.

Mayor Johnson asked if anyone from the audience wished to address Council on any non-agenda items. Ed Paxton reported on the same nuisance property on E. Main St.

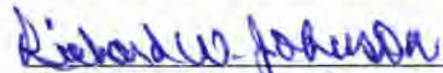
Reid explained his abstention when voting on consent agenda; personal reasons related to approving liquor licenses; discussed possibility of pulling that item out to vote on separately for future mtgs.

Mayor stated he will be out the month of November for surgery. Galloway will act as Mayor Pro Tem.

There being no further business, Galloway moved, seconded by Hoffman to adjourn. Motion carried 4-1. Absent: McAntire.

Adjournment was at 7:40 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 10/24/2024.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 34
Room 8B – Depot Conference Room

October 22, 2024
5:30 O’Clock P.M.

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

Present were Council Member Reid, Galloway, Hoffman, McAntire, Caviness and Mayor Johnson. City Staff in attendance: City Admin. Rath, Dir. of Airport Op. Wheaton, Fin. Dir. O’Donnell, PIO Lawrence, Parks & Rec Dir. Rathje, Police Chief Farrington, HR Dir. Codjoe, Comm. Dev. Dir. Simonson, WPCF Supt. Lloyd, Bldg. Inspec. Stevens.

Galloway moved, seconded by McAntire to approve agenda as presented. All ayes.

Caviness requested to further discuss Golf Cart Registration, fees and the process. \$60 price is too high; want staff from Police Dept. to perform inspection on golf carts before they can get permit. Other council members feel price is appropriate and to leave responsibility of completing application by the owner. No changes to Ord. or Res. at this time. Request to see more information on e-bikes for future discussion.

Ottumwa Airport Feasibility Study for Commercial flights. Options for commercial flights out of airport. Wheaton reported the Airport did not qualify for essential commercial air services back in 2010/2011; however, a new program – Small Community Air Service Development Program (SCASDP) - may be a starting point. Although commercial service has many advantages, the transition also may require addtl. airport or community revenues, significantly impacting an airport’s operating budget and capital development funding program. The FAA classifies airports without scheduled airline service as GA airports while an airport with 10,000 enplanements or more a primary commercial service (CS) airport. GA airports transitioning to CS face significant operational costs and security costs; addtl. Security personnel under TSA guidelines; new or upgraded aircraft rescue and firefighting equip., local law enforcement personnel time and training costs. The transition from GA to CS is possible with strong community support. Citizen Tom Lazio added what you want and what you can afford are sometimes two different things; Legacy did a study back in 2016 and the gap funding was tremendous; you don’t want to jeopardize losing any grant funds for Airport Operations. Council requests Wheaton to research SCASDP.

Request to install new pump with lights in the lagoon at Greater Ottumwa Park; next to campground area. Rathje reported est. cost could be around \$10,000. This was done about 10 yrs. ago, but results were not positive. The pump fountain will be pulled out of the lagoon end of Oct. and reinstalled in April. Council requests Rathje to gather more information on this item.

Adding a Grants Administrator to City Staff. We currently utilize Area 15 RPC to assist with sourcing and writing grants for various projects. Rath reported, we currently pay Area 15 RPC \$6,291 to administer IDOT funding and \$13,530.37 as part of the 28E Agt. If dissolving grants admin., would we still have option to utilize IDOT funding? Simonson added, there has been a noticeable difference with their services compared to three yrs. ago; do we have any leverage to push back on them to get staffing levels where they can provide services? Codjoe reported this position falls under Grade 6 in the Compensation Handbook; range between \$56,000-\$73,000 annually plus benefits. O’Donnell added, it will never be a position that will fund itself entirely each yr. Rath recommended we cont. discussion on Nov. 12 when we start looking at the budget and identifying Council’s goals for FY26.

Clerk Reinhard explained, Council action or deliberation should not occur until an item has been placed on an agenda for discussion or action at a subsequent mtg., in accordance with Iowa Open Meeting Law requirements. We have certain rules in place to allow for public participation that helps maintain order

and decorum; hold all comments to three mins. Expectations to be consistently shared at each mtg. Council discussed time limit – all agree, three mins. is our standard. Help educate the public of these standards and remain consistent. Reinhard also suggested putting a timer up so everyone can see it; speakers will know how much time they have left.

Mayor recd. notification from an entity about fitness courts; what is Council's appetite for this item? Rathje reported we do currently have a fitness court in Ottumwa Park. Galloway recalls Council approving applying for a fitness park that included artwork by Keith Haring back in 2021; however, it never came to fruition. Council agrees, this would be beneficial, but would need to be 100% grant funded.

Mayor recd. numerous calls and emails about the growing homeless population in Ottumwa; there isn't just one solution to this issue. Farrington added, homelessness is not illegal nor is it a police matter unless the homeless individual brandishes a weapon; many homeless choose this lifestyle. Questions remain on how to support this in the short term and in the long term. Warrants cont. conversation.

There being no further discussion, Caviness moved, seconded by Galloway to adjourn. All ayes.

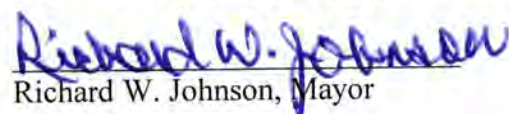
Adjournment was at 7:17 P.M.



ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 10/31/2024.

Item No. B.-2.

CITY OF OTTUMWA		
CLAIMS LISTING - 11/05/2024 CITY COUNCIL MEETING		
Vendor Name	Purpose	Amount
Alexander Contreras	REFUNDS	100
AUTOZONE INC	VHCL MTCE SUPPLIES	323.64
BLACKHAWK BODYSHOP AND	VHCL MTCE SUPPLIES	6,439.95
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	22.5
BLACKSTONE PUBLISHING	LIBRARY MAT.-JAMES ESTATE	50
BOMGAARS SUPPLY	TOOLS & SMALL EQUIP	1,149.72
BROWNELLS, INC.	EQUIP REPAIR	130.94
BUB'S TREE CARE	TREE TRIMMING	5,400.00
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	3,328.39
CAPITAL CITY BOILER &	BLDG MAINT & REPAIR	414
CAPITAL ONE	OPERATING SUPPLIES	1,033.24
CENTRAL IOWA FASTENERS	OTHER SUPPLIES	35
CHAD CARLSON	CLOTHING ALLOWANCE	204
CIVIC SYSTEMS, LLC	OTHER PROF SERV	3,013.23
CLUB SENTRY SOFTWARE	TECHNOLOGY SERVICES	32.95
CONSOLIDATED ELECTRICAL	BUILDING MAINTENANCE REPA	20.63
CRAIG BROWN	CLOTHING ALLOWANCE	180
DAHTRAINER INC	Training	11,500.00
DALLAS GLICK	TRAVEL & CONFERENCE	276.14
DANIELS FILTER SERVICE	OPERATING SUPPLIES	1,002.18
DEREK CRAFF	CLOTHING ALLOWANCE	180
DES MOINES REGISTER	BOOKS FILMS RECORDING/ART	858.56
DON HOUK	CLOTHING ALLOWANCE	131.75
ECOSYSTEMS INC	SLUDGE HAULING	5,100.00
ELLIOTT BULK SERVICES LLC	FUEL TAX	7,623.09
GREATER OTTUMWA PARTNERS	TRAVEL & CONFERENCE	350
HANK HARPER	CLOTHING ALLOWANCE	178.5
JCG LAND SERVICES, INC	OTHER PROFESSIONAL SERVICES	14,213.34
MANATT'S INC	STREET MAINT SUPPLIES	2,015.48
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	3,087.50
RG CONSTRUCTION, LLC	CONTRACTUAL SERVICES	226,655.75
ROBIN FITZSIMMONS	CLOTHING ALLOWANCE	170.5
SAMANTHA CAIN	TRAVEL & CONFERENCE	22
STEVE GRAHAM	CLOTHING ALLOWANCE	180
WAYNE'S TIRE	VHCL MTCE SUPPLIES	230
WILCOX EQUIPMENT	VHCL MTCE SUPPLIES	192.04
AHLERS & COONEY P.C.	LEGAL FEES	24,055.36
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	541.36
ALLIED SYSTEMS, INC.	OTHER MAINT & REPAIR	3,158.00
ALTORFER INC.	VHCL MTCE SUPPLIES	1,715.58
AMERICAN BOTTLING COMPANY	OPERATING SUPPLIES	107.66
ARACELI ANDRADE	REFUNDS	65
ATOMIC TERMITE & PEST	RAMP MAINT & REPAIR	60
AUSTIN JONES	REFUNDS	100

BI-STATE CONTRACTING INC.	CONTRACTUAL SERVICES	554,112.16
BLACKBURN MFG CO	STREET MAINT SUPPLIES	25
BLACKHAWK BODYSHOP AND	VHCL MTCE SUPPLIES	500
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	343.49
BUB'S TREE CARE	TREE TRIMMING	350
CAPITAL ONE	OPERATING SUPPLIES	110.15
CHAD INGLE	CLOTHING ALLOWANCE	64.18
D P PLUMBING PLUS	CONTRACTUAL SERVICES	2,940.00
DANIELS FILTER SERVICE	OPERATING SUPPLIES	348.6
DERANS TOWING SERVICE	VHCL MTCE SUPPLIES	75
DR ANTHONY TATMAN	OTHER PROF SERV	150
ELITE PLUMBING	GROUNDS MAINT & REPAIR	140
ENVIRONMENTAL EDGE	CONTRACTUAL SERVICES	11,900.00
FARM & HOME PUB	LIBRARY MAT.-JAMES ESTATE	211.5
FARMERS COOP ASSOCIATION	TOOLS & SMALL EQUIP	437.5
FIDELITY SECURITY LIFE	AVESIS PAYABLE	2,474.07
GEORGE ALLEN CONSTRUCTION	REFUNDS	1,000.00
GINGERICH LOGGING	EQUIP REPAIR	395
GREGG YOUNG AUTOMOTIVE	VHCL MTCE SUPPLIES	644.58
GRP & ASSOCIATES	HAZARDOUS WASTE DISPOSAL	53
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	21,900.00
HOPKINS & HUBBNER PC	LEGAL FEES	11,504.18
HY-VEE ACCOUNTS RECEIVABL	OPERATING SUPPLIES	56.27
IA LAW ENFORCEMENT ACADEM	OTHER PROF SERV	220
INDUSTRIAL CHEMICAL	BUILDING MAINT REPAIR	122
INFOMAX	PHOTOCOPIES	624.95
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	932.63
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	2,182.76
IOWA COMMUNITIES ASSURANC	INSURANCE CLAIMS	5,000.00
IOWA DEPT AGRICULTURE	PERMITS	84
IOWA DEPT TRANSPORTATION	STREET MAINT SUPPLIES	5,071.00
IOWA DOT	TRAINING	300
IOWA ONE CALL	OTHER PROF SERV	393.3
J & J MOWING	WEED MOWING	6,758.75
JASON MCDANIEL	CLOTHING ALLOWANCE	180
JOHN HUNOLT	OPERATING SUPPLIES	74.15
JOSH WATSON	CLOTHING ALLOWANCE	23.5
KAYLA GLAS	TRAVEL & CONFERENCE	226.12
KLODT DOOR SERVICE LLC	OPERATING SUPPLIES	2,126.66
KOHL WHOLESALE	OPERATING SUPPLIES	551.48
KRAIG FORD	VHCL MTCE SUPPLIES	1,711.56
LEGACY FIRE APPARATUS	VHCL MTCE SUPPLIES	753.71
LORI CREECH	TRAVEL & CONFERENCE	256.61
LUKE WIMSATT	CLOTHING ALLOWANCE	24.08
MACQUEEN EQUIPMENT	VHCL MTCE SUPPLIES	672.22
MANATT'S INC	STREET MAINT SUPPLIES	4,399.98
MEET OTTUMWA	CONV & VISITOR BUREAU	27,092.17

MICHAEL SMITH	CONTRACTUAL SERVICES	660
MIDWEST AUTO GLASS & TIRE	VHCL MTCE SUPPLIES	31
MIKES TIRE AND	VHCL MTCE SUPPLIES	64
MOBILE LOCKSMITH & ALARM,	OPERATING SUPPLIES	294
MONROE COUNTY NEWS	LIBRARY MAT.-JAMES ESTATE	57
MUNICIPAL PIPE TOOL CO LL	VHCL MTCE SUPPLIES	1,187.73
OFFICIAL PEST CONTROL	MISC CONTRACT WORK	55
ONSITE SERVICE SOLUTIONS	OTHER SMALL CAPITAL	2,925.00
OTTUMWA PRINTING, INC.	PRINTING	5,219.00
OTTUMWA REGIONAL HEALTH	WELLNESS PROGRAM	925
PHILIP RATH	TRAVEL & CONFERENCE	399.66
PIPER SANDLER & CO	OTHER PROF SERV	11,244.00
PPG ARCHITECTURAL FINISHE	OPERATING SUPPLIES	1,768.80
RACOM CORPORATION	VHCL MTCE SUPPLIES	2,524.35
RETAIL STRATEGIES,LLC	CONTRACTUAL SERVICES	45,000.00
REVIZE LLC	OTHER CAPITAL EQUIPMENT	33,450.00
RICHARD LEVI RITZ	CLOTHING ALLOWANCE	213.99
ROBYN REESE	PAYMENT- OTHER ENTITIES	1,800.00
ROTARY CLUB OF OTTUMWA	DUES & MEMBERSHIPS	202.5
ROYAL PORTABLE TOILETS	MISC CONTRACT WORK	110.16
S & L ALL SEASON	TOOLS & SMALL EQUIP	230.39
SCS ENGINEERS	ENGINEERING	2,806.58
STIVERS FORD	AUTOMOTIVE EQUIPMENT	54,314.45
SUMMIT FIRE PROTECTION CO	HEAVY MOTORIZED EQUIP	24,200.00
SUPREME STAFFING INC	CONTRACT EMPLOYEES	32,124.73
SYN-TECH SYSTEMS, INC.	OTHER MAINT & REPAIR	141
THE GETTINGS GROUP	PAYMENT TO OTHER ENTITIES	2,443.75
THE STITCH DOCTOR	OTHER SUPPLIES	322.92
TIM HILDRETH CO. INC.	BUILDING MAINT REPAIR	693.28
TOM REA	CLOTHING ALLOWANCE	180
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	1,200.00
TRAVIS HANCOCK	CLOTHING ALLOWANCE	180
TRUITT ABSTRACT COMPANY	CONTRACTUAL SERVICES	875
ULINE	SMALL OFFICE EQUIP	299.3
VEENSTRA & KIMM INC	CONTRACTUAL	51,707.75
VETTER'S INC-CULLIGAN WAT	LAB SUPPLIES	38.5
VULCAN INDUSTRIES INC.	OTHER MAINT & REPAIR	10,202.13
WAPELLO COUNTY SHERIFF	PAYMENTS- OTHER ENTITIES	19,638.54
WAYNE'S TIRE	VHCL MTCE SUPPLIES	1,146.32
WINGER COMPANIES	RAMP MAINT & REPAIR	500
TOTAL		1306540.12



November 5, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Zoning Board of Adjustments, term to expire 12/12/2029:

John Ohlinger
419 N. Court Street

Recommend re-appointment to the Ottumwa Housing Authority, term to expire 11/22/2026:

Mike Sammons
935 W. Main Street

Recommend appointment to the Human Rights Commission, term to expire 7/1/2026 due to a vacancy:

Cyan Bossou
1620 Greenwood Drive

Recommend appointment to the Cemetery Board of Trustees, term to expire 7/1/2029 due to a vacancy:

Jane Cardenzana
224 W. Alta Vista Avenue

Recommend appointment to the Historic Preservation Committee, term to expire 1/1/2026 due to a vacancy:

Lorna Bengé
205 Pleasant Street

Reappointment Approved on 10/24/24
Richard Johnson, Mayor

received
10-23-2024

CITY OF OTTUMWA
Biographical Data for Re-Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to review your request to continue serving on a City Advisory Board, Commission, Committee, or Task Force.

We ask that your reappointment application be submitted timely before the end of your current term in order to accommodate your request. If you elect to not be reappointed, kindly remit a resignation letter specifying the last day you will be serving on appointed board.

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

ZONING BOARD OF ADJUSTMENT

Name: JOHN OHLINGER Telephone: 847-772-0475

Email: (optional) ohlingerj@hotmail.com

Address: 419 N. COURT STREET ZIP: 52501

Business: N/A Telephone: _____

Address: _____ ZIP: _____

Date Available for Re-Appointment IMMEDIATELY E-Mail: ohlingerj@hotmail.com

Present occupation: RETIRED

Previous Employment: OTTUMWA COMMUNITY SCHOOLS

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 explain why you are requesting to be reappointed. Please elaborate on how/what you have contributed to the board/commission that you have served upon.

Previously served on the Historic Preservation Commission/Board

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

None currently

Personal:

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 reappointment?

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 a reappointee?

I have served two terms on this board.

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

I see our role as being fair to the people who bring issues to the city requiring action outside of current zoning requirements

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

I have lived in Ottumwa since 1944. I am fair minded and want to see the city be successful and progress.

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

Jean R. Phlinger
Signature

10/23/24
Date

The Mayor will review your current attendance, participation, interpersonal relationships, compliance with policies on conflict of interest and confidentiality, philanthropic contributions and community outreach when making the decision to reappoint you to a board/commission.

The strength of a board or commission depends on the productive and meaningful contributions of each individual member. The City of Ottumwa looks to support governance excellence based on a solid, continuing commitment to board service and ongoing adherence to established expectations for behavior and performance.

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 1951 Male Female

Number of years a city resident 50

**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 current experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities that would be a benefit to your reappointment to the Human Rights Commission:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, JOHN ROBERT OHLINGER (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is NOVEMBER 7, 1951

John R. Ohlinger

10/23/24

Signature of Applicant

Date

Board/Commission applying for _____

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

Reappointment Approved on 10/25/24.
Richard W Johnson, Mayor

CITY OF OTTUMWA
Biographical Data for Re-Appointment to City Advisory Board

received
10.25.24 11:30 AM

The information contained on this form is for the use of the Mayor and City Council in order to review your request to continue serving on a City Advisory Board, Commission, Committee, or Task Force.

We ask that your reappointment application be submitted timely before the end of your current term in order to accommodate your request. If you elect to not be reappointed, kindly remit a resignation letter specifying the last day you will be serving on appointed board.

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

Ottumwa Housing Authority

Name: Mike Sammons Telephone: 641 684-6062

Email: (optional)

Address: 715 E Williams ZIP: 52501

Business: Telephone:

Address: ZIP:

Date Available for Re-Appointment Now E-Mail:

Present occupation: Social Security

Previous Employment: Bloomfield Foundry

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 explain why you are requesting to be reappointed. Please elaborate on how/what you have contributed to the board/commission that you have served upon.

NONE

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

NONE

Personal:

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

Yes _____ No

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

I have none

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

Yes 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 a reappointee?

After being on the Board for 7 years I've learned a lot

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

I would like to see Housing Authority keep up on there Propertys an invest in more Property

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

Showing up at meetings, talking about everything agenda

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

Mike Sammons

Signature

10-24-24

Date

The Mayor will review your current attendance, participation, interpersonal relationships, compliance with policies on conflict of interest and confidentiality, philanthropic contributions and community outreach when making the decision to reappoint you to a board/commission.

The strength of a board or commission depends on the productive and meaningful contributions of each individual member. The City of Ottumwa looks to support governance excellence based on a solid, continuing commitment to board service and ongoing adherence to established expectations for behavior and performance.

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 1956 Male Female

Number of years a city resident 68

**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 current experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities that would be a benefit to your reappointment to the Human Rights Commission:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Michael L Sammons, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 12-23-1956

Michael L Sammons 10-24-24

Signature of Applicant

Date

Board/Commission applying for Ottumwa Housing Board

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

received
11.4.2024

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:

Human Rights Commission

Name: Cyan Bossou Telephone: 641-799-5051

Email: (optional) cyanbossou@gmail.com

Address: 1620 Greenwood Drive ZIP: 52501
Ottumwa, IA

Business: Ottumwa Job Corps Telephone: 641-684-1158

Address: 15229 Truman St. Ottumwa, IA ZIP: 52501

Date Available for Appointment as soon as needed E-Mail: bossou.cyan@jobcorps.org

Present occupation: Work Based Learning Coordinator

Previous Employment: ECA educator for OCSD

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).

Currently: American Gothic Performing Arts Board of Directors
: GOPIP Lean in Committee

Past: Juneteenth
: City Council (Ottumwa)

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

Own Nails Time LLC
- certified nail technician

Personal:

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

Yes X No _____

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

City Council: Dec 2023- Oct 2024

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

Yes _____ No

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

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

Yes 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?

I previously sat as the council advisor for this commission and have built relationships with the current seat holders. As a previous educator, I am aware of the struggles within the community. I am also earning a marketing degree to can assist with the commission goals.

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

This commission seeks to provide support to resources to Ottumwa citizens that promote human rights. One big goal is to identify current community knowledge on the topic, identify key issues to help solve, and create awareness of this advisory body.

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

I have already created a digital survey, to get community input with my background in marketing, I can help to target key tactics for reaching out to different demographics. I have website and social media experience to help assist with the effort already put forth by this advisory board. I already attend several community events and would be glad to go as

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


Signature

10/31/24
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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

- Ottumwa Juneteenth
- OCSD Equity Committee



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	Marketing, Written Language
Advocacy experience	Ottumwa Juneteenth, HRC advisory member
Community involvement	GOPIP, RAGBRAI, AGPAF
Current profession	WBL Coordinator at Ottumwa Job Corps
Highest level of education	Bachelors
Race	Belezian
Creed	
Ethnicity	Caribbean/Caucasian
Color	
Sex	Female
Sexual orientation	
Gender identity	Female
National origin	United States
Age	24
Religion	
Disability	



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Cyan Marie Bossou, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 02/19/2000

Cyan Bossou

Signature of Applicant

10/31/24

Date

Board/Commission applying for Human Rights Commission

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

(Received Oct. 9, 2024)

Approved on 10/25/24
Richard W. Johnson
Mayor

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:

Cemetery Board

Name: Jane Cardenzana Telephone: 641-777-6805

Email: (optional) nana.jane.051@gmail.com

Address: 224 W. Alta Vista Ave.
Ottumwa, IA 52501 ZIP: 52501

Business: Telephone:

Address: ZIP:

Date Available for Appointment immediately E-Mail:

Present occupation: retired

Previous Employment: Iowa Dept. of Human Services

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).

Southern Iowa Mental Health Center board
Food Bank volunteer
PTA, President/vice president
Political volunteer
St. Patrick's Church - Altar & Rosary - various committees

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

Personal:

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

Yes _____ No

(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? *I have had previous experience on a Board of Directors. I have no specific training or education, however. I am interested in cemetery management. Cemeteries have such a history to tell which has always been of interest to me.*
2. What do you see as the objectives and goals of the advisory body to which you seek appointment? *To provide advice and support to the board of directors. Offering recommendations to the Board of Directors.*
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body? *By attending meetings & gathering information related to the issues being addressed. I have previously been a member of a board.*

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

Signature

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	<u>See previous answer</u>
Advocacy experience	<u>See previous answer</u>
Community involvement	<u>See previous answer</u>
Current profession	<u>retired</u>
Highest level of education	<u>BSW with graduate hours</u>
Race	<u>Caucasian</u>
Creed	<u>Christian</u>
Ethnicity	<u>white</u>
Color	<u>white-Caucasian</u>
Sex	<u>female</u>
Sexual orientation	<u>heterosexual</u>
Gender identity	<u>female</u>
National origin	<u>American- US citizen</u>
Age	<u>74</u>
Religion	<u>Catholic</u>
Disability	<u>none</u>



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Jane Ann Cardenzani, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 03/09/1950

Signature of Applicant Jane Cardenzani Date 10/09/2024

Board/Commission applying for Cemetery Board

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

received
10.7.2024

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

Approved by
10/25/24.
Richard W. Johnson
Mayor

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:

~~Human Rights Commission~~ **change to Historic Preservation Commission**

Name: Lorna Benge Telephone: 641-777-1128

Email: (optional) lornabenge4@gmail.com

Address: 205 Pleasant St ZIP: 52501

Business: N/A Telephone: N/A

Address: _____ ZIP: _____

Date Available for Appointment Any E-Mail: _____

Present occupation: Homemaker

Previous Employment: Jefferson County Health Center

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).

Southeastern Community College Keokuk IA
V.P. of Student Board
Ottumwa Community Childrens Playhouse Set Volunteers
Honors Society University of Iowa Iowa City

Please list any professional or vocational licenses or certificates you hold. none currently

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.)

Clay Mundell
nephew Water Dept

Yes No

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

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

Yes 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?
Spent time in New Orleans after Katrina helping with Damage & saw the HORRORS that was the 9th ward.
UDHR was a huge part of my law classes taught by Dr. Adrian Wing at U of I where I met and spoke with the founding Mothers & Fathers of the Rwandan Constitution
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
Educating and informing the city & public keeping them abreast of current challenges and come up with ways to help or direct those who need help to the correct organization
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

I can bring fresh ideas and opportunities to the committee and find ways to reach out to the public by attending events as a group.
I also am an experienced organizer & fundraiser. ~~that~~

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

Lombardi
Signature

10-1-24
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:

Had the honor of meeting with the Founding Mothers & Fathers of the Democratic Rwandan Constitution through my Human Rights Law Professor Adrian Wing

I was assigned to New Orleans + Metairie LA after Hurricane Katrina by State Farm and witnessed the horror of the 9th Ward and other catastrophic areas. ~~that~~

*I was a member of Youth for Peace and Iowa Citizens Action Network growing up in high school
In college I held VP position of student board*



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	<u>Philosophy + Poli.Sci major @ U of I</u>
Advocacy experience	<u>ICAN, Greater Omaha Comm. Action</u>
Community involvement	<u>Ottumwa Community Childrens Playhouse</u>
Current profession	<u>Politically Active</u>
Highest level of education	<u>Retired from JCHC, Homemaker, Volunteer</u>
Race	<u>College 3.5 yrs</u>
Creed	<u>White</u>
Ethnicity	<u>German Irish & Swedish</u>
Color	<u>White</u>
Sex	<u>Female</u>
Sexual orientation	<u>Heterosexual</u>
Gender identity	<u>She</u>
National origin	<u>USA</u>
Age	<u>55</u>
Religion	<u>N/A</u>
Disability	<u>N/A</u>



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Lorna Lea Benge, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 7-10-69

Lorna Benge

Signature of Applicant

10-1-24

Date

Board/Commission applying for Human Rights

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

OTTUMWA CIVIL SERVICE COMMISSION

Automotive Mechanic – Entrance Eligibility List

1. Michael LaPoint
2. Alex Lingren

Certified October 23, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Firefighter – Entrance Eligibility List

1. Keegan Beard
2. Stetson Denning
3. Manuel Merida

Certified October 23, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Police Officer – Entrance Eligibility List

1. Adam Peters
2. Jarrett Knights
3. Tayton Ricard
4. Tony Nguyen
5. Gage VanGorp

Certified October 23, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

Engineering Tech I. – Entrance Eligibility List

1. Brian Fisher
2. Keaton Fosdyck

Certified October 23, 2024

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner



[CITY OF]
O T T U M W A

PROCLAMATION

- WHEREAS,** Iowa is the number one pork producing state in the United States, representing one-third of the nation's hog population; and
- WHEREAS** several billion dollars are generated in the state each year from pork producing activities; and
- WHEREAS** the Ottumwa pork processing plant produces more than six million servings of pork per day and more than one billion pounds per year; and
- WHEREAS** the plant has received numerous awards for performance without a lost-time safety incident or injury; and
- WHEREAS** the plant employs more than 2,700 employees, representing more than twenty countries and has been a staple of the community of Ottumwa for nearly fifty years; and
- WHEREAS** in celebration of Ottumwa producing more bacon than any other town in the United States of America, JBS Prepared Foods is once again hosting Bacon Town to be held on November 9, 2024.

NOW, THEREFORE, I, Cara Galloway, Mayor Pro Tem, of the City of Ottumwa, recognize the City of Ottumwa, Iowa as the

BACON CAPITAL OF AMERICA

in honor of the Bacon Town event and encourage the citizens, government agencies, public and private institutions, businesses, and schools in Ottumwa to participate in these activities and to recognize the important role that bacon and pork play in our city's economy, culture, and history.

Christina Reinhard, City Clerk

Cara Galloway, Mayor Pro Tem

received
10:30:24 310pm

Item No. B.-6.

10-30-24

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 5, 2024

Airport
Department

JD Wheaton
Prepared By
JD Wheaton
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approving a 2 month Lease Agreement for Building #81 at 14150 Terminal Avenue located at the Ottumwa Regional Airport

Public hearing required if this box is checked.

RECOMMENDATION: Approve and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: Central Cable Contractors, Inc of Waupun, Wisconsin has requested to Lease Approximately 4 acres of outdoor storage at building #81, located at 14150 Terminal Ave. at the Ottumwa Regional Airport for 2 months. If the project they are working on does not get finished before inclement weather they will continue the Lease Agreement until early spring of 2025. The Lessee agrees to pay \$2,000.00 per month. Attached is a copy of the proposed Lease Agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 28th day of October, 2024 by and between the City of Ottumwa, Iowa, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Central Cable Contractors, Inc., a business incorporated under the laws of the State of Wisconsin, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent approximately 4 acres of outside storage at Building #81, located at 14150 Terminal Avenue, at the Airport.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I - PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, demises, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit:

Approximately 4 acres of outside storage at Building #81, located at the Airport.

B. That LESSEE will use the leased premises for outdoor storage purposes and the premises shall be used by the LESSEE for the purpose hereinbefore stated, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign, decorations or objects on the demised premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which in the

opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE II - TERM

A. LESSEE shall have and hold all of the above privileges described for a term of two (2) months, commencing on October 24th, 2024 and ending December 24th, 2025.

B. At the conclusion of the two-month term described above, the lease shall automatically continue on a month-to-month basis, until either party provides the other with thirty (30) days' written notice of intent to terminate. The lease shall terminate at the end of the thirty (30) day notice period.

ARTICLE III - RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$2,000.00 (Two Thousand Dollars) per month for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

ARTICLE IV - TERMINATION OF LEASE AND DEFAULTS OF LESSEE

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term, upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of LESSEE's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and re-enter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Re-renting by the LESSOR upon the LESSEE's default shall be construed as an effort to

mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V - MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall maintain and keep the leased premises in good repair.

B. LESSEE will, at its own expense, repair and replace any part of the leased premises, if such damage is caused by negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option, and after thirty (30) days written notice of its intention to do so, may complete said repairs; the cost thereof, shall be repayable to the LESSOR by the LESSEE on demand, and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises in the front yard, side yard or rear yard and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the LESSOR.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage has been caused by the act,

neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

(5) This indemnification is intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI - RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII - SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII - INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau

and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa, is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Industrial Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$1,000,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX - INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person, property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – FAA PROVISIONS

A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE.

The above provision obligates the LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or

indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. Clauses for Transfer of Real Property Acquired or Improved under the Airport Improvement Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by LESSOR pursuant to the provisions of the Airport Improvement Program grant assurances:

1. The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

E. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by LESSOR pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, LESSOR will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Airport Protection

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said

airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

G. Existing Rights Reserved

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the LESSOR and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the LESSOR for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. LESSEE shall abide by requirements of agreements entered into between the LESSOR and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the LESSOR's entry into such agreements.

H. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

I. War or National Emergency

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

J. Americans with Disabilities Act (1990)

LESSEE agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to LESSEE's operations on the Leased Premises.

K. Right to Amend

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

L. Just Services

LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI - ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII - NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
c/o Phil Rath, City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Central Cable Contractors, Inc.
W7435 County AW

Waupun, WI 53963-9706
920-324-0135 office
920-960-8417 cell
Craig Hartwig
Project Manager
craig@centralcablecontractors.com

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII - GENERAL CONDITIONS

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

D. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

E. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

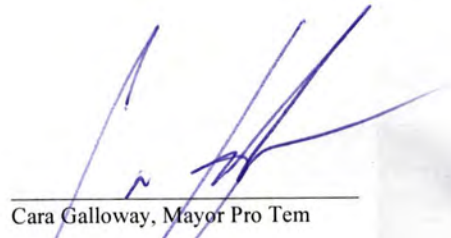
ARTICLE XIV - SAVING CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

CITY OF OTTUMWA

Date 11/5/2024



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



CENTRAL CABLE CONTRACTORS, INC.

10/28/2024
Date



Craig Hartwig

Project Manager

received
10-21-24 330

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 5, 2024

Lt. Mickey Hucks

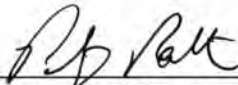
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve the purchase of (2) 2025 Ford Police Interceptor Utility AWD vehicles from Stiver's Ford of Waukee, IA in the amount of \$49,989.00 each for a total of \$99,978.00 to replace current fleet #421 and #437.

****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 (2) 2025 Ford Police Interceptor Utility AWD vehicles to replace current fleet #421 and #437.

DISCUSSION: The Police Department recommends replacing (2) 2025 Ford Police Interceptor Utility AWD vehicles as recommended by the Fleet committee on 12/12/23. The vehicles will replace the (2) current police fleet vehicles #421 and #437.

Stiver's Ford in Waukee, IA was awarded the state contract for the 2025 Ford Police Interceptor Utility AWD. The new vehicles will be AWD with a V6 engine and ready for up-fit by Racom.

2025 Ford Police Interceptor Utility AWD \$49,989.00 each with a total cost for (2) \$99,978.00

Prepared for:

City of Ottumwa

Prepared by: Dalton Geneser

10/15/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: ottumwak8a

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$49,515.00
Options	\$4,750.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$55,860.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	DAS Master Contract 24051 Discount	-\$5,871.00
Total		\$49,989.00

Customer Signature

Acceptance Date

Prepared for:

City of Ottumwa

Prepared by: Dalton Geneser

10/15/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: ottumwak8a

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (K8A)

Packages

Order Code 500A

Includes:

- Engine: 3.3L V6 Direct-Injection Hybrid System
(136-MPH top speed).

- Transmission: 10-Speed Automatic

- 3.73 Axle Ratio

- GVWR: 6,840 lbs (3,103 kgs)

- Tires: 255/60R18 AS BSW

- Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

- Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

- Radio: AM/FM/MP3 Capable

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

Powertrain

Engine: 3.3L V6 Direct-Injection Hybrid System

Late availability.

(136-MPH top speed).

Transmission: 10-Speed Automatic

3.73 Axle Ratio

GVWR: 6,840 lbs (3,103 kgs)

Wheels & Tires

Tires: 255/60R18 AS BSW

Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

Seats & Seat Trim

Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

Prepared for:

City of Ottumwa

Prepared by: Dalton Geneser

10/15/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: ottumwak8a

As Configured Vehicle (cont'd)

Description

Other Options

Monotone Paint Application

119" Wheelbase

Radio: AM/FM/MP3 Capable

Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673).

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

Includes:

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

Front Headlamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

Includes:

- Grille LED Lights, Siren & Speaker Pre-Wiring

Rear Lighting Solution

Recommend using ultimate wiring package (67U).

Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.

Ultimate Wiring Package

Recommend police wire harness connector kit (67V).

Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller.

Includes:

- Rear Console Plate

Contours through 2nd row; channel for wiring.

- Grille LED Lights, Siren & Speaker Pre-Wiring

Front & Rear Police Wire Harness Connector Kit

For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.

Rear Spoiler Traffic Warning LED Lights

Prepared for:

City of Ottumwa

Prepared by: Dalton Geneser

10/15/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: ottumwak8a

As Configured Vehicle (cont'd)

Description

Recommend using ready for the road package (67H) or ultimate wiring package (67U) (when not ordering the interior upgrade package (65U)). Rear console plate no longer required; can be ordered with interior upgrade package (65U).

Fully integrated in rear spoiler for enhanced visibility. Provides red/blue/amber directional lighting - fully programmable.

Driver Only LED Bulb Spot Lamp (Unity)

Underbody Deflector Plate

Engine and transmission shield.

Hidden Door-Lock Plunger

Includes:

- Rear-Door Controls Inoperable

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

Rear-Door Controls Inoperable

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

Global Lock/Unlock Feature

Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + patio timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.

Keyed Alike - 1284x

Rear Console Plate

Contours through 2nd row; channel for wiring.

Badge Delete

Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost).

Noise Suppression Bonds (Ground Straps)

Emissions

50-State Emissions System

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Exterior Color

Oxford White

Interior Color

Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prepared for:

City of Ottumwa

Prepared by: Dalton Geneser

10/15/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: ottumwak8a

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty

96 months/100,000 miles

received
10-16-24 9 AM

10-16-24

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION APPROVING THE FISCAL YEAR 2024 ANNUAL URBAN RENEWAL REPORT

 Public hearing required if this box is checked. The Point of Finality for each Public Hearing must be obtained before Staff Summary of the Point of Finality is not attached. The item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 242-2024 and order the report to be filed with the Iowa Department of Management.

DISCUSSION: The Annual Urban Renewal Reports is required by Iowa Department of Management. It is a reflection of the financial activity related to tax increment financing. Failure to file a report will result in General Fund property tax receipts to be frozen at FY 24 amounts. The report is filed electronically with the State. As a requirement of the filing, a summary is to be presented to the City Council.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 242-2024

**A RESOLUTION APPROVING THE FISCAL YEAR 2024 ANNUAL
URBAN RENEWAL REPORT**

WHEREAS, the City of Ottumwa, Iowa has established several urban renewal areas (URA); and

WHEREAS, the City of Ottumwa, Iowa receives tax increment financing (TIF) funds related to the URA;

WHEREAS, an annual report on the use of said TIF funds is required to be submitted to the Iowa Department of Management; and

WHEREAS, said report has been prepared and reviewed by staff for consideration by the City Council for Ottumwa, Iowa.

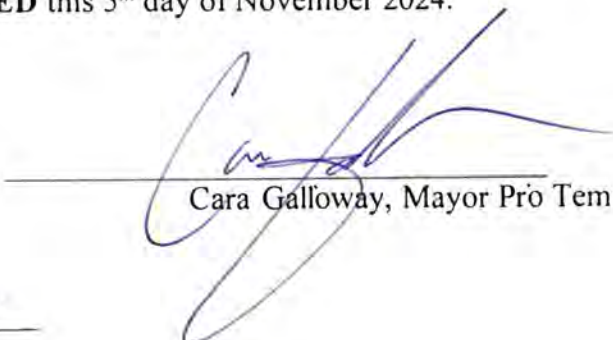
BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT, the Fiscal Year 2024 Annual Urban Renewal Report for the City of Ottumwa, Iowa are hereby approved.

PASSED, APPROVED, AND ADOPTED this 5th day of November 2024.



Attest:


Chris Reinhard, City Clerk


Cara Galloway, Mayor Pro Tem

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: OTTUMWA
 Local Government Number: 90G868

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
OTTUMWA WESTGATE URBAN RENEWAL	90001	10
OTTUMWA AIRPORT URBAN RENEWAL	90002	4
HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL	90003	1
VOGEL URBAN RENEWAL	90004	1
OTTUMWA WILDWOOD DR/HWY 34	90075	1
OTTUMWA BONITA URBAN RENEWAL	90900	0

TIF Debt Outstanding: **11,812,211**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	98,982	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
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TIF Revenue:	1,599,987
TIF Sp. Revenue Fund Interest:	15,469
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,615,456

Rebate Expenditures:	240,035
Non-Rebate Expenditures:	1,100,324
Returned to County Treasurer:	0
Total Expenditures:	1,340,359

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	374,079	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** **10,097,773**

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL
 UR Area Number: 90001

UR Area Creation Date: 05/1989

To achieve a diversified well balanced economy/standard of living/tax base with plans for land/commercial/industrial and residential development providing for installation of public works/infrastructure and amenities, elimination of blight, encourage commercial and industrial growth, rehabilitation of central business district with a sound economic base for future development.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM	900042	900043	12,370,812
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM	900044	900045	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM	900050	900051	6,335,384
OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	900067	900068	13,041,732
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	900069	900070	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM	900071	900072	0
OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT	900077	900078	385,225
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 1/TIF INC	900081	900082	644,421
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 2/TIF INC	900083	900084	676,629
OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 3/TIF INC	900085	900086	959,355

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	52,710	115,376,001	138,655,809	15,513,380	0	-213,636	269,384,264	0	269,384,264
Taxable	48,305	63,053,143	109,881,903	13,568,503	0	-213,636	186,338,218	0	186,338,218
Homestead Credits									871

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

0

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 1,260,145
 TIF Sp. Revenue Fund Interest: 9,056
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,269,201

Rebate Expenditures: 240,035
 Non-Rebate Expenditures: 740,232
 Returned to County Treasurer: 0
Total Expenditures: 980,267

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	288,934	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For OTTUMWA WESTGATE URBAN RENEWAL

Downtown Maintenance

Description: Downtown Beautification Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

Main Street Iowa

Description: Contribution to Main Street Iowa Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

CSO Projects

Description: Utilities Sewer Separation
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

2017 Washington Apartments PDA

Description: Payment towards the costs of developing Washington
Apartments
Classification: Commercial - apartment/condos (residential use, classified
commercial)
Physically Complete: Yes
Payments Complete: No

2020 Highlands PDA

Description: Payment towards the costs of redevelopment and
renovation
Classification: Commercial-Medical
Physically Complete: Yes
Payments Complete: No

2021 Cobblestone Hotel PDA

Description: Payment towards the costs of constructing a hotel
Classification: Commercial - hotels and conference centers
Physically Complete: Yes
Payments Complete: No

2023 Asbury PDA

Description:

Payment towards the costs of construction of Asbury Heights

Classification:

Low and Moderate Income Housing

Physically Complete:

Yes

Payments Complete:

Yes

Debts/Obligations For OTTUMWA WESTGATE URBAN RENEWAL

Downtown Maintenance

Debt/Obligation Type:	Other Debt
Principal:	60,000
Interest:	0
Total:	60,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2021
FY of Last Payment:	2024

Mainstreet Ottumwa

Debt/Obligation Type:	Other Debt
Principal:	30,000
Interest:	0
Total:	30,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2021
FY of Last Payment:	2023

2020 GO

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,312,272
Interest:	414,800
Total:	1,727,072
Annual Appropriation?:	Yes
Date Incurred:	05/14/2020
FY of Last Payment:	2040

Admin Fees

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2025

Washington Apartments Developer Agreement

Debt/Obligation Type:	Rebates
Principal:	273,000
Interest:	0
Total:	273,000
Annual Appropriation?:	Yes
Date Incurred:	11/07/2017

FY of Last Payment: 2030

Highlands Development Agreement

Debt/Obligation Type: Rebates
Principal: 3,745,965
Interest: 0
Total: 3,745,965
Annual Appropriation?: Yes
Date Incurred: 05/19/2020
FY of Last Payment: 2042

Cobblestone Hotel

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 400,570
Interest: 1,264,553
Total: 1,665,123
Annual Appropriation?: Yes
Date Incurred: 09/21/2021
FY of Last Payment: 2045

Asbury Deveopment

Debt/Obligation Type: Other Debt
Principal: 186,000
Interest: 0
Total: 186,000
Annual Appropriation?: No
Date Incurred: 04/18/2023
FY of Last Payment: 2024

Non-Rebates For OTTUMWA WESTGATE URBAN RENEWAL

TIF Expenditure Amount:	30,000
Tied To Debt:	Mainstreet Ottumwa
Tied To Project:	Main Street Iowa
TIF Expenditure Amount:	421,203
Tied To Debt:	Cobblestone Hotel
Tied To Project:	2021 Cobblestone Hotel PDA
TIF Expenditure Amount:	39,138
Tied To Debt:	Downtown Maintenance
Tied To Project:	Downtown Maintenance
TIF Expenditure Amount:	138,163
Tied To Debt:	2020 GO
Tied To Project:	CSO Projects
TIF Expenditure Amount:	238
Tied To Debt:	Admin Fees
Tied To Project:	2017 Washington Apartments PDA
TIF Expenditure Amount:	1,357
Tied To Debt:	Admin Fees
Tied To Project:	CSO Projects
TIF Expenditure Amount:	93
Tied To Debt:	Admin Fees
Tied To Project:	2023 Asbury PDA
TIF Expenditure Amount:	110,040
Tied To Debt:	Highlands Development Agreement
Tied To Project:	2020 Highlands PDA

Rebates For OTTUMWA WESTGATE URBAN RENEWAL

Highland Developments

TIF Expenditure Amount: 54,035
Rebate Paid To: Highlands Development i, LLC
Tied To Debt: Highlands Development
Agreement
Tied To Project: 2020 Highlands PDA
Projected Final FY of Rebate: 2042

Asbury

TIF Expenditure Amount: 186,000
Rebate Paid To: Asbury PDA
Tied To Project: 2023 Asbury PDA
Projected Final FY of Rebate: 2024

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM		
TIF Taxing District Inc. Number:	900043		
TIF Taxing District Base Year:	1989		
FY TIF Revenue First Received:	1991		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	05/1989
statutorily ends:	2023	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	36,238,090	37,572,590	299,360	0	-79,636	74,030,404	0	74,030,404
Taxable	0	19,804,179	31,284,347	216,399	0	-79,636	51,225,289	0	51,225,289
Homestead Credits									319

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	17,102,818	51,225,289	12,370,812	38,854,477	1,419,286

FY 2024 TIF Revenue Received: 452,771

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM		
TIF Taxing District Inc. Number:	900045		
TIF Taxing District Base Year:	1989		
FY TIF Revenue First Received:	1991		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	No
statutorily ends:	2023	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	52,710	0	0	0	0	0	52,710	0	52,710
Taxable	48,305	0	0	0	0	0	48,305	0	48,305
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	63,662	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM		
TIF Taxing District Inc. Number:	900051		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:			UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	07/1994
statutorily ends:	2023	Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	16,357,548	33,598,433	38,880	0	-33,992	49,960,869	0	49,960,869
Taxable	0	8,939,447	23,921,887	21,247	0	-33,992	32,848,589	0	32,848,589
Homestead Credits									151

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	23,761,183	26,233,678	6,335,384	19,898,294	726,850

FY 2024 TIF Revenue Received: 231,152

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM		
TIF Taxing District Inc. Number:	900068		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:			UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	05/2002
statutorily ends:	2023	Economic Development	05/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	48,144,680	33,053,080	0	0	-75,932	81,121,828	0	81,121,828
Taxable	0	26,311,107	28,969,119	0	0	-75,932	55,204,294	0	55,204,294
Homestead Credits									262

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	27,194,312	54,003,448	13,041,732	40,961,716	1,496,260

FY 2024 TIF Revenue Received: 475,013

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM		
TIF Taxing District Inc. Number:	900070		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:	2004		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	No
statutorily ends:	2023	Economic Development	05/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM		
TIF Taxing District Inc. Number:	900072		
TIF Taxing District Base Year:	2009		
FY TIF Revenue First Received:	2011		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	11/2009
statutorily ends:	2030	Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	9,975,005	13,913,985	14,871,490	0	-22,224	38,738,256	0	38,738,256
Taxable	0	5,451,347	11,132,135	13,110,596	0	-22,224	29,671,854	0	29,671,854
Homestead Credits									117

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	54,559,403	0	0	0	0

FY 2024 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT		
TIF Taxing District Inc. Number:	900078		
TIF Taxing District Base Year:	2016	Slum	UR Designation No
FY TIF Revenue First Received:	0	Blighted	No
Subject to a Statutory end date?	No	Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,526,312	4,277,447	0	0	-1,852	6,801,907	0	6,801,907
Taxable	0	1,380,628	3,189,529	0	0	-1,852	4,568,305	0	4,568,305
Homestead Credits									21

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	5,208,609	1,595,150	385,225	1,209,925	44,196

FY 2024 TIF Revenue Received: 14,034

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA WESTGATE URBAN RENEWAL (90001)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 1/TIF INC		
TIF Taxing District Inc. Number:	900082		
TIF Taxing District Base Year:	1994	Slum	UR Designation No
FY TIF Revenue First Received:	0	Blighted	No
Subject to a Statutory end date?	No	Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,804,430	0	0	0	4,804,430	0	4,804,430
Taxable	0	0	3,827,162	0	0	0	3,827,162	0	3,827,162
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,135,998	2,668,432	644,421	2,024,011	75,958

FY 2024 TIF Revenue Received: 24,143

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 2/TIF INC
 TIF Taxing District Inc. Number: 900084

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	971,049	6,179,831	303,650	0	0	7,454,530	0	7,454,530
Taxable	0	530,682	4,220,961	220,261	0	0	4,971,904	0	4,971,904
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,652,732	2,801,798	676,629	2,125,169	81,879

FY 2024 TIF Revenue Received: 25,847

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCHOOL/WESTGATE/SSMID 3/TIF INC
 TIF Taxing District Inc. Number: 900086

TIF Taxing District Base Year:	1994		UR Designation
FY TIF Revenue First Received:	0	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,163,317	5,256,013	0	0	0	6,419,330	0	6,419,330
Taxable	0	635,753	3,336,763	0	0	0	3,972,516	0	3,972,516
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,565,190	3,972,516	959,355	3,013,161	119,105

FY 2024 TIF Revenue Received: 37,185

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Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL
 UR Area Number: 90002

UR Area Creation Date: 07/1994

To plan and provide sufficient land for comm./industrial dev., install public works and facilities, eliminate blight, maintain transportation network, provide a marketable/investment climate and encourage commercial and industrial growth and expansion with a sound econ. base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
RICHLAND TWP/OTTUMWA SCH/A P TIF INCREM	900056	900057	5,296,685
OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM	900058	900059	2,298,472
OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM	900060	900061	0
CENTER TWP/OTTUMWA SCH/A P TIF INCREM	900062	900063	66,259

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,686,810	18,898,978	9,204,842	8,050,840	0	-11,112	37,830,358	0	37,830,358
Taxable	1,545,842	10,328,313	7,410,636	6,835,193	0	-11,112	26,108,872	0	26,108,872
Homestead Credits									56

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

98,982

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 211,003
 TIF Sp. Revenue Fund Interest: 6,413
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 217,416

Rebate Expenditures: 0
 Non-Rebate Expenditures: 212,300
 Returned to County Treasurer: 0
Total Expenditures: 212,300

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

104,098

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For OTTUMWA AIRPORT URBAN RENEWAL

AIRPORT RUNWAY

Description:	Airport Runway Renovation
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For OTTUMWA AIRPORT URBAN RENEWAL

GO 2019B Runway

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	735,000
Interest:	53,700
Total:	788,700
Annual Appropriation?:	Yes
Date Incurred:	11/17/2018
FY of Last Payment:	2027

Non-Rebates For OTTUMWA AIRPORT URBAN RENEWAL

TIF Expenditure Amount:	212,300
Tied To Debt:	GO 2019B Runway
Tied To Project:	AIRPORT RUNWAY

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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA AIRPORT URBAN RENEWAL (90002)		
TIF Taxing District Name:	RICHLAND TWP/OTTUMWA SCH/A P TIF INCREM		
TIF Taxing District Inc. Number:	900057		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:	1996		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	06/1994
statutorily ends:	2019	Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,335,090	6,727,928	9,204,842	8,050,840	0	-7,408	25,311,292	0	25,311,292
Taxable	1,223,517	3,676,823	7,410,636	6,835,193	0	-7,408	19,138,761	0	19,138,761
Homestead Credits									26

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	9,691,355	15,627,345	5,296,685	10,330,660	247,764

FY 2024 TIF Revenue Received: 114,179

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	OTTUMWA AIRPORT URBAN RENEWAL (90002)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM		
TIF Taxing District Inc. Number:	900059		
TIF Taxing District Base Year:	1994		
FY TIF Revenue First Received:	1996		UR Designation
Subject to a Statutory end date?	No	Slum	No
		Blighted	06/1994
		Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,013,060	0	0	0	-3,704	12,009,356	0	12,009,356
Taxable	0	6,565,149	0	0	0	-3,704	6,561,445	0	6,561,445
Homestead Credits									29

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	83,802	6,561,445	2,298,472	4,262,973	155,719

FY 2024 TIF Revenue Received: 93,999

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TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 900061

TIF Taxing District Base Year:	1994	Slum	UR Designation
FY TIF Revenue First Received:	1996	Blighted	No
Subject to a Statutory end date?	No	Economic Development	06/1994
			06/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	210	0	0	0	0	0	210	0	210
Taxable	192	0	0	0	0	0	192	0	192
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	205	5	0	5	0

FY 2024 TIF Revenue Received: 326

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: CENTER TWP/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 900063

TIF Taxing District Base Year:	1994	Slum	UR Designation
FY TIF Revenue First Received:	1996	Blighted	No
Subject to a Statutory end date?	No	Economic Development	06/1994
			06/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	351,510	157,990	0	0	0	0	509,500	0	509,500
Taxable	322,133	86,341	0	0	0	0	408,474	0	408,474
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	320,348	189,152	66,259	122,893	2,878

FY 2024 TIF Revenue Received: 2,499

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Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL
 UR Area Number: 90003

UR Area Creation Date: 10/2011

URA activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial development using public and private investment for the sound development of public works and facilities for the efficient development and to achieve a marketable and attractive investment climate as well as a diversified, well balanced economy providing a desirable standard of living, job opportunity and strengthened tax base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR INCREMENT	900073	900074	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,835,320	51,320,200	0	0	-3,704	65,151,816	0	65,151,816
Taxable	0	7,561,020	45,124,947	0	0	-3,704	52,682,263	0	52,682,263
Homestead Credits									14

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

Amount of 06-30-2024 Cash Balance Restricted for LMI

	0	0
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TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL (90003)		
TIF Taxing District Name:	OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR INCREMENT		
TIF Taxing District Inc. Number:	900074		
TIF Taxing District Base Year:	2011		
FY TIF Revenue First Received:	2013		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District statutorily ends:	2031	Blighted	No
		Economic Development	11/2011

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,835,320	51,320,200	0	0	-3,704	65,151,816	0	65,151,816
Taxable	0	7,561,020	45,124,947	0	0	-3,704	52,682,263	0	52,682,263
Homestead Credits									14

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	31,594,176	33,561,344	0	33,561,344	1,225,937

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: VOGEL URBAN RENEWAL
 UR Area Number: 90004

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

VOGEL URBAN RENEWAL INCREMENT

Base No.	Increment No.	Increment Value Used
900079	900080	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	105,250	0	0	0	105,250	0	105,250
Taxable	0	0	57,520	0	0	0	57,520	0	57,520
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

0

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue:
 TIF Sp. Revenue Fund Interest:
 Property Tax Replacement Claims
 Asset Sales & Loan Repayments:
Total Revenue:

0
 0
 0
 0
0

Rebate Expenditures:
 Non-Rebate Expenditures:
 Returned to County Treasurer:
Total Expenditures:

0
 0
 0
0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

0

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	OTTUMWA (90G868)		
Urban Renewal Area:	VOGEL URBAN RENEWAL (90004)		
TIF Taxing District Name:	VOGEL URBAN RENEWAL INCREMENT		
TIF Taxing District Inc. Number:	900080		
TIF Taxing District Base Year:	2017		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	105,250	0	0	0	105,250	0	105,250
Taxable	0	0	57,520	0	0	0	57,520	0	57,520
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	341,660	0	0	0	0

FY 2024 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34
 UR Area Number: 90075

UR Area Creation Date: 08/2011

To establish and provide opportunities, incentives and sites for community economic development, including private investment in the area, plan for and provide sufficient land for commercial development in a manner that is efficient from the standpoint of providing municipal services and provide a more marketable and attractive investment climate as well as provide a diversified, well balanced economy creating job opportunities and standard of living as well as increasing the tax base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT	900075	900076	3,527,121

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,027,210	0	0	0	4,027,210	0	4,027,210
Taxable	0	0	3,527,121	0	0	0	3,527,121	0	3,527,121
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

0

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 128,839
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 128,839

Rebate Expenditures: 0
 Non-Rebate Expenditures: 147,792
 Returned to County Treasurer: 0
Total Expenditures: 147,792

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

-18,953

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For OTTUMWA WILDWOOD DR/HWY 34

Kohl's Dept. Store Development

Description:	Building and opening of Kohl's Dept. Store
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Payment of incurred legal and admin expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Hopkins StripMall

Description:	Payment towards costs of Hopkins Development
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For OTTUMWA WILDWOOD DR/HWY 34

Taxable Series 2021

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,045,000
Interest:	66,351
Total:	1,111,351
Annual Appropriation?:	Yes
Date Incurred:	09/18/2011
FY of Last Payment:	2031

Hopkins Properties LLC Development Agreement

Debt/Obligation Type:	Rebates
Principal:	475,000
Interest:	0
Total:	475,000
Annual Appropriation?:	Yes
Date Incurred:	04/05/2022
FY of Last Payment:	2032

Hopkins Properties LLC Development

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	04/05/2022
FY of Last Payment:	2023

Non-Rebates For OTTUMWA WILDWOOD DR/HWY 34

TIF Expenditure Amount:	147,792
Tied To Debt:	Taxable Series 2021
Tied To Project:	Kohl's Dept. Store Development
TIF Expenditure Amount:	0
Tied To Debt:	Hopkins Properties LLC Development Agreement
Tied To Project:	Administrative Expenses

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Additional property taxes paid by Kohl's per agreement of \$56,798 entered as Property Tax Replacement Claims (Payment in Lieu of Taxes).

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2024
0

◆ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34 (90075)
 TIF Taxing District Name: OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT
 TIF Taxing District Inc. Number: 900076

TIF Taxing District Base Year:	2011		UR Designation
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	08/2011

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,027,210	0	0	0	4,027,210	0	4,027,210
Taxable	0	0	3,527,121	0	0	0	3,527,121	0	3,527,121
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	12,928	3,527,121	3,527,121	0	0

FY 2024 TIF Revenue Received: 128,839

▲ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA BONITA URBAN RENEWAL
 UR Area Number: 90900

UR Area Creation Date: 11/2021

UR Area Purpose: To be an economic development area and increase the availability of housing opportunities in an effort to attract and retain local industries and commercial enterprises. To improve housing conditions & provide a marketable & attractive investment climate.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: **0** **0** **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: **0**

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: **0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	0	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Projects For OTTUMWA BONITA URBAN RENEWAL

2021 HC152501 Investment, LLC PDA

Description:	Payment toward cost of constructing Bonita Ave Housing Development
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For OTTUMWA BONITA URBAN RENEWAL

Bonita Ave Development Agreement

Debt/Obligation Type:	Rebates
Principal:	1,750,000
Interest:	0
Total:	1,750,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2021
FY of Last Payment:	2044

received
11.1.24 1230

Item No. B.-9.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 5, 2024

Chris Reinhard CR

Prepared By

JD Wheaton

Department Head

Airport

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 253-2024, Fixing date for a public hearing on the proposal to lease approximately 200 Acres of Hay Ground located at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 253-2024.

DISCUSSION: Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, November 19, 2024 at 5:30 p.m. at Bridge View Center in the City of Ottumwa, Iowa on its intent to lease Approximately 200 Acres of Hay Ground located at the Ottumwa Regional Airport.

The city intends to lease 200 acres of hay ground located at the Ottumwa Regional Airport for a term of three years, commencing on the 1st day of March 2025 and ending February 28, 2028. Bids are to be filed with the City Clerk by 2:00 P.M. on November 13, 2024.

Source of Funds: NA

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 253-2024

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO LEASE
APPROXIMATELY 200 ACRES OF HAY GROUND LOCATED AT THE OTTUMWA
REGIONAL AIRPORT

- WHEREAS, The City of Ottumwa owns approximately 200 Acres of Hay Ground at the Ottumwa Regional Airport and wishes to lease the acres; and
- WHEREAS, The City of Ottumwa will receive sealed bids from interested parties; filed with the City Clerk on or before 2:00 P.M. on Wednesday, November 13, 2024 at the temporary City Hall location of 210 West Main Street; and
- WHEREAS, a Public Hearing will be held to award the lease of the 200 Acres of Hay Ground at the Ottumwa Regional Airport to the best, responsible bidder.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: That the 19th day of November 2024 at 5:30 P.M. at the City Council Meeting located at The Bridge View Center, 102 Church Street, is hereby fixed as the time, date and place for a public hearing on the proposal to lease Approximately 200 Acres of Hay Ground located at the Ottumwa Regional Airport is hereby approved and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.


PASSED, ADOPTED and APPROVED this 5th day of November 2024.



ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

PLEASE PUBLISH 11/14/2024

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, November 19, 2024 at 5:30 p.m. at Bridge View Center in the City of Ottumwa, Iowa on its intent to lease **Approximately 200 Acres of Hay Ground located at the Ottumwa Regional Airport** to XXXXXX.

The city intends to lease 200 acres of hay ground located at the Ottumwa Regional Airport to XXXXXX for \$XXX.00, per month for said premises for a term of three years, commencing on the 1st day of March 2025 and ending February 28, 2028.

All persons interested are invited to be present at the public hearing at 5:30 p.m. on November 19, 2024 to present their objections to, or arguments for the lease of said property.

FOR THE CITY OF OTTUMWA
Christina Reinhard, City Clerk

INVITATION TO BIDDERS

The City of Ottumwa is receiving sealed bids for the rental of approximately 200 acres of hay ground at the Ottumwa Regional Airport.

Bid Documents may be obtained from the Director of Airport Operations Office located at the Airport Terminal Building at 14802 Terminal St. Information may be obtained by calling 641-683-0619.

All bids must be filed with the City Clerk on or before 2:00 p.m. on Wednesday, November 13, 2024 City Hall 105 E. 3rd St., Ottumwa, Iowa 52501 and plainly marked:

“OTTUMWA REGIONAL AIRPORT HAY GROUND BID”

CITY OF OTTUMWA



Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 5, 2024

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #255-2024. Approving the contract, bond, and certificate of insurance for the WPCF Aeration System Improvements Project.

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

RECOMMENDATION: Pass and adopt Resolution #255-2024.

DISCUSSION:

The required bonds, certificate of insurance, and signed contract with **WRH** Inc. of Amana, Iowa for the above referenced project are now on file with the City Clerk. This project was awarded at the October 1, 2024 City Council meeting in the amount of \$399,800.00.

The resolution will approve the documents and authorize the Mayor to sign the contract.

RESOLUTION #255-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF AERATION SYSTEM IMPROVEMENTS PROJECT

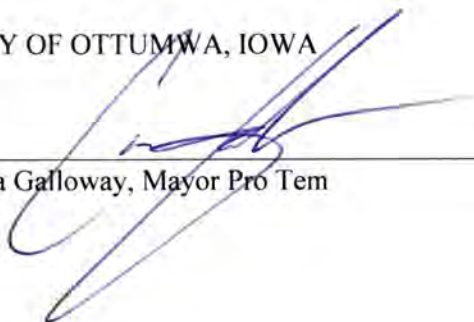
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to WRH, Inc. of Amana, Iowa, in the amount of \$399,800.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 5th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Ottumwa, IA** (“Owner”) and **WRH, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Modifications to the influent aeration piping for the four existing Vertical Loop Reactor (VLR) basins.
- Installation of four (4) Owner Furnished 8” electric modulating butterfly valves for control of air to VLR Basins 1 through 4 and one (1) 4” manually actuated butterfly valve for control of air to the Primary Clarifier Pre-Aeration Tanks.
- Provide four (4) 8” mass airflow sensor for measuring airflow to VLR Basins 1 through 4 and one (1) 4” mass airflow sensor for measuring airflow to the Primary Clarifier Pre-Aeration Tanks.
- Installation of two (2) owner furnished Dissolved Oxygen (DO) Analyzers for VLR Basins 3 and 4. Contractor is responsible for coordinating and assisting.
- Aeration piping modifications and installation of a mass airflow sensor and Owner-Furnished manually operation butterfly valve on the aeration piping to the primary clarifier’s pre-aeration basins.
- Conduit, electrical wiring, and control wiring to the mass airflow sensors and electric actuated butterfly valves for VLR Basins 1 through 4.
- Programming modifications to integrate the additional instrumentation and control valves into the existing SCADA.
- Owner has a separate contract with Howden to complete modifications to the Master Control Panel so airflow control to the VLR Basins can be adjusted automatically including I/O and PLC modifications to add the future meters and controls valves. Contractor is responsible for coordinating and assisting Howden with this work.
- Owner has a separate contract with Howden to complete modifications to both existing Turblex Blowers. Modifications include replacing the impellers with smaller impellers to deliver lower airflow demands. Contractor is responsible for coordinating and assisting Howden with this.
- Contractor is responsible to coordinate and assist Howden with Manufacturer’s Class I (40,000 hours) Servicing on the Turblex Blowers.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Ottumwa, IA WPCF Aeration System Control Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained HDR (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed HDR.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before 5/15/2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 5/30/2025.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
 - B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit and summarized below:
Total Base Bid Price **\$399,800.00**

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1ST day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95% percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Statutory and Funding-Financing Entity Requirements.

6. Specifications as listed in the table of contents of the project manual (copy of list attached).

7. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: ***City of Ottumwa, IA WPCF Aeration System Control Improvements.***

9. Drawings listed on the attached sheet index.
10. Addenda (no addendums were issued).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 8, inclusive)
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **October 8, 2024** (which is the Effective Date of the Contract).

City of Ottumwa, Iowa

(typed or printed name of organization)

By:

(individual's signature)

Date:

11/5/24

(date signed)

Name:

Cara Galloway

(typed or printed)

Title:

Mayor Pro Tem

(typed or printed)

Attest:

Christine Reinhard
(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

105 E. Third St.

Ottumwa, IA 52501

Designated Representative:

Name:

Phillip Burgmeier

(typed or printed)

Title:

PW Director / Engineer

(typed or printed)

Address:

105 E. Third St.

Ottumwa, IA 52510

Phone:

641-683-0675

Email:

burgmeierp@ottumwa.us

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

WRH, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

10/15/24

(date signed)

Name:

Bruce Marsh

(typed or printed)

Title:

Vice President

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Estimator

(typed or printed)

Address for giving notices:

1648 T ave

South Amana, IA 52334

Designated Representative:

Name:

Jamie Rich

(typed or printed)

Title:

President

(typed or printed)

Address:

1648 T Ave

South Amana, IA 52334

Phone:

319-622-3816

Email:

jrich@wendlerinc.com

License No.:

C099824

(where applicable)

State:

IA

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:
City of Ottumwa, Iowa
City Hall
105 E. Third St.
Ottumwa, IA 52501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:
A. Required Bid security.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
1. Lump Sum Base Bid Price (Single Lump Sum)

Lump Sum Base Bid Price	\$ 399,800. ⁰⁰
-------------------------	---------------------------

Total of Base Bid \$ 399,800.⁰⁰

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

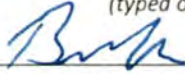
BIDDER hereby submits this Bid as set forth above:

Bidder:

WRH, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Bruce Marsh

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

8/27/24

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Mitch Vargason

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

8/27/24

(typed or printed)

Bidder's Address for giving notices:

1648 T Ave

South Amana, IA 52334

Bidder's Contact Person:

Name:

Bruce Marsh

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

319-622-3816

Email:

bmarsh@wendlerinc.com

Address:

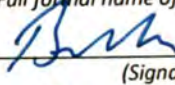
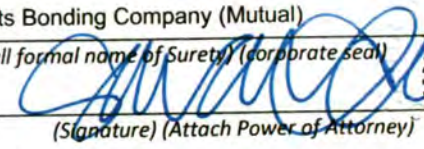

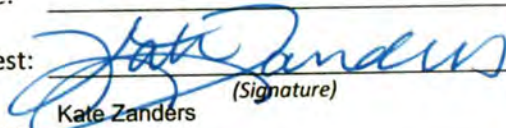
1648 T Ave

South Amana, IA 52334

Bidder's Contractor License No.: (if applicable)

C099824

BID BOND (PENAL SUM FORM)

Bidder Name: WRH, Inc. Address (principal place of business): P. O. Box 256 Amana, IA 52203	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Ottumwa, IA Address (principal place of business): City Hall 105 E. Third St. Ottumwa, IA 52501	Bid Project (name and location): City of Ottumwa, IA WPCF, Aeration System Control Improvements Bid Due Date: August 28, 2024
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: August 20, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder WRH, Inc. <small>(Full formal name of Bidder)</small>	Surety Merchants Bonding Company (Mutual) <small>(Full formal name of Surety) (Corporate Seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>BRUCE MARSH</u> <small>(Printed or typed)</small>	Name: <u>Sara Huston</u> <small>(Printed or typed)</small>
Title: <u>VICE PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Mitch Vargason</u> <small>(Printed or typed)</small>	Name: <u>Kate Zanders</u> <small>(Printed or typed)</small>
Title: <u>ESTIMATOR</u>	Title: <u>Witness as to Surety</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



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

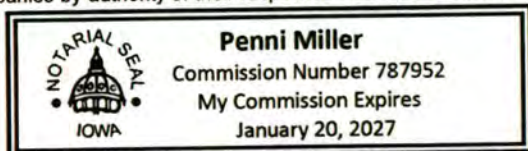
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Penni Miller

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2024.



Elisabeth Sandersfeld

Secretary



P.O. Box 256
Amana, IA 52203

received
8-28-24 11:45 am

BID PROPOSAL
City of Ottumwa, Iowa
City Clerk
City Hall
105 E. Third St.
Ottumwa, IA 52501

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Relion Insurance Solutions), INSURED (WRH Inc.), and CONTACT INFORMATION (National Union Fire Insurance Company of Pittsburgh, Travelers Property Casualty Co of America, etc.)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Pollution, and Excess Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Double R Crane, Inc; aka Wendler Construction & Engineering Inc; dba Wendler Construction Inc
Scottsdale Excess Liability provides \$2mil excess limits over Travelers \$10mil Umbrella.
Cyber Liability: At-Bay/Trisura eff 9/01/2024-9/01/2025 Policy #ATB-6747063-03: \$1,000,000 limit
SEE ATTACHED ACORD 101

Table with CERTIFICATE HOLDER (City of Ottumwa) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)



ADDITIONAL REMARKS SCHEDULE

AGENCY Relion Insurance Solutions		NAMED INSURED WRH Inc. PO Box 256 Amana, IA 52203 Iowa	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Inland Marine: Travelers Insurance Company eff 7/1/2024-7/1/2025 Policy #QT6303Y576074TIL

Equipment Floater Max limit (total scheduled, unscheduled, leased/rented): \$14,205,269

Unscheduled Equipment: Limit per item \$500,000, Deductible: \$2,500

Leased/Rented Equipment: Limit per item \$750,000, Deductible: \$2,500

Special Causes of Loss including Earth Movement & Flood

Builders Risk: (Reporting form)

New Frame or Joisted Masonry Limit \$5,000,000

New Non-combustible, Masonry Non-combustible, Modified Fire Resistive/Fire Resistive Limit: \$20,000,000

Earth Movement Sublimit: \$5,000,000 / Earth Movement Deductible: \$50,000

Flood Sublimit: \$1,000,000 (Unshaded X: \$5,000,000) / Flood Deductible: \$500,000

Special Causes of Loss; Deductible: \$5,000 (\$25,000 wind/hail deductible)

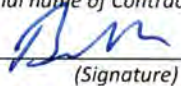
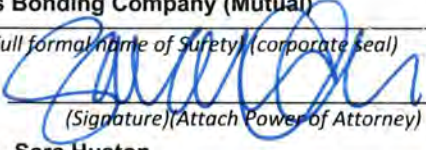
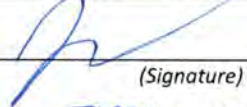

Rigger's Liability: \$500,000, Deductible: \$5,000

Installation Floater: \$1,000,000 per location / \$2,500 deductible

Project: City of Ottumwa, IA WPCF Aeration System Control Improvements

If required by written contract, the City of Ottumwa and Engineer HDR are included as a primary/non-contributory additional insured (including products & completed operations) on the General Liability and primary/non-contributory additional insured on the Auto Liability, Pollution Liability and Umbrella Liability. If required by written contract included as Additional Insured on the Builder's Risk. If required by written contract, a Waiver of Subrogation applies on the General Liability, Auto Liability and Workers Compensation.

PERFORMANCE BOND

<p>Contractor Name: WRH, Inc. Address (principal place of business): 1648 T Ave South Amana, IA 52334</p>	<p>Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498</p>
<p>Owner Name: City of Ottumwa, IA Mailing address (principal place of business): City Hall 105 E. Third St. Ottumwa, IA 52501</p>	<p>Contract Description: City of Ottumwa, IA WPCF, Aeration System Control Improvements Contract Price: \$399,800 Effective Date of Contract: October 8, 2024</p>
<p>Bond Bond Amount: \$399,800.00 Date of Bond: October 15, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal WRH, Inc. <i>(Full formal name of Contractor)</i></p>	<p>Surety Merchants Bonding Company (Mutual) <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>BRUCE MARSH</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Sara Huston</u> <i>(Printed or typed)</i></p>
<p>Title: <u>VICE PRESIDENT</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p>	<p>Attest: <u></u> <i>(Signature)</i></p>
<p>Name: <u>JORDAN RICHEY</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Kate Zanders</u> <i>(Printed or typed)</i></p>
<p>Title: <u>ESTIMATOR</u></p>	<p>Title: <u>Witness as to Surety</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: (Describe modification or enter "None")

None

PAYMENT BOND

<p>Contractor</p> <p>Name: WRH, Inc.</p> <p>Address (principal place of business): 1648 T. Ave South Amana, IA 52334</p>	<p>Surety</p> <p>Name: Merchants Bonding Company (Mutual)</p> <p>Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498</p>
<p>Owner</p> <p>Name: City of Ottumwa, IA</p> <p>Mailing address (principal place of business): City Hall 105 E. Third St. Ottumwa, IA 52501</p>	<p>Contract</p> <p>Description (name and location): City of Ottumwa, IA WPCF, Aeration System Control Improvements</p> <p>Contract Price: \$399,800</p> <p>Effective Date of Contract: October 8, 2024</p>
<p>Bond</p> <p>Bond Amount: \$399,800.00</p> <p>Date of Bond: October 15, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p>WRH, Inc.</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>Merchants Bonding Company (Mutual)</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: <u>BRUCE MARSH</u> <i>(Printed or typed)</i></p>	<p>Name: Sara Huston <i>(Printed or typed)</i></p>
<p>Title: <u>VICE PRESIDENT</u></p>	<p>Title: Attorney-in-Fact</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: <u>JORDAN RICHET</u> <i>(Printed or typed)</i></p>	<p>Name: Kate Zanders <i>(Printed or typed)</i></p>
<p>Title: <u>ESTIMATOR</u></p>	<p>Title: Witness as to Surety</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: (Describe modification or enter “None”)

None

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Alissa Cahalan; Anne Crowner; Austin Muehlschlegel; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

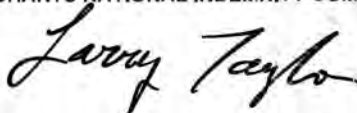
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of August, 2024.

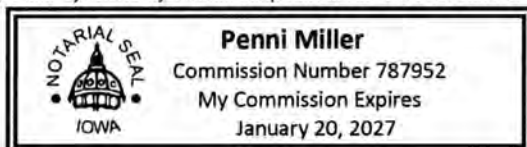


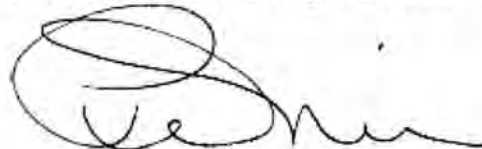
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of August, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of October, 2024.




Secretary

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: Nov 5, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Informational Update on Code Enforcement Process and Case on 1600 Block of Mable St.

Public hearing required if this box is checked.

RECOMMENDATION: Informational update to Council. No action necessary.

DISCUSSION: Speakers at recent Council meetings have raised concerns about an ongoing nuisance case on several lots on 1600 Mable and E Main. At the October 15, 2024 meeting, the Council requested an update on this case and some general process information. During this item, the Director of Community Development will provide an overview of the processes staff use for Code Enforcement cases, including identifying areas targeted for improvement.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Staff will also provide photos of the property under consideration at Mable and E Main. A full update of the status and next steps will be provided, including photos from Nov 5, 2024. As of October 31, the property owner has made substantial progress with licensing unlicensed vehicles, removing damaged equipment and mowing and cutting weeds.

CODE ENFORCEMENT

PROCESS OVERVIEW AND UPDATE ON SALIENT CASE - 1600 MABLE

Ottumwa City Council
Tuesday, November 5, 2024



AGENDA

- Why Code Enforcement?
- Who are we?
- What do we do now?
 - What works that we want to do more of?
 - What doesn't work that we want to change?
- Where do we want to go from here?
- How do we get there?



WHY CODE ENFORCEMENT?

- Inspection Types
 - Nuisance Code
 - Housing Code
 - New Construction
- Safety and health
- Peaceful enjoyment of property
- Property values
- Sense of pride, place, neighborhood identity



ROLE OF PERSONAL PROPERTY RIGHTS

- Cities are able to exercise police powers for the health, safety and general welfare of the community.
- Property owners hold their property subject to the city's police power.
- However...
 - Private property shall not be taken for public use without just compensation first being made (Iowa Const. Art. 1 Sec. 18 & US Const. 5th Amend.)
 - Procedural due process is required when the city threatens to deprive a person of a protected liberty or property interest (US Const. 14th Amend.)



ROLE OF PERSONAL PROPERTY RIGHTS

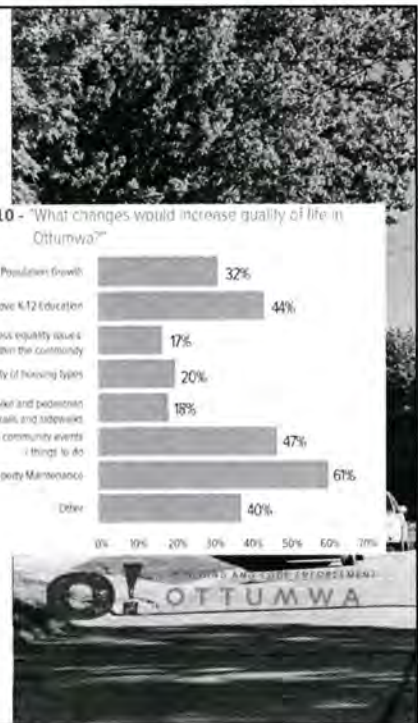
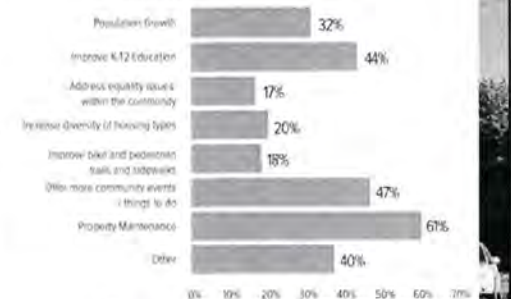
- Before a city can declare a property a nuisance and order its abatement in a non-emergency situation, the city should inform the property owner of the city's declaration that a property is a nuisance, inform the owner of what the owner must do to prevent the city from abating the nuisance at the owner's expense, and provide the owner with a hearing to contest the declaration and abatement order. *Meyer v. Jones*, 696 NW2d 611, 614 (Iowa, 2005).
- City's property, building and nuisance codes are minimum standards to promote health, safety and welfare of community.



OUR OTTUMWA COMP PLAN

- 1b: Annually identify and target neighborhoods for cleanup assistance, code enforcement, nuisance abatement and demolition of dilapidated structures
- 1c: Create neighborhood identity and branding program to promote the creation of positive neighborhood identities and neighborhood groups focused on the improvement and celebration of their neighborhood
- 1d: Develop a home maintenance and improvement program to assist homeowners and landlords in fixing and improving their homes
- 1h: Improve community outreach and communication regarding home improvement and housing assistance programs available to Ottumwa residents and residential developers

Figure 3.10 - "What changes would increase quality of life in Ottumwa?"



WHO ARE WE?

- Building Inspectors
 - Jeff Hamann
 - Jeremy Lipe
- Housing and Code Enforcement Inspectors
 - Jeff Clark
 - Kurt Stevens
- Plan and Zoning Coordinator
 - Jake Rusch
- Clerks
 - Keelie Johnson
 - Open Position
- Director of Community Development



WHAT WE DO?

- Inspection Types
 - Nuisance Code
 - Housing Code
 - New Construction
- Plan Review
- Maintain records
 - Case files
 - Permit information
- Public communication/education
 - Complaint process
 - Code requirements



NUISANCE CODE

- Inspections
 - What do we do
 - What works/What could change
 - How to we make those changes
- Enforcement
 - What do we do
 - What works/What could change
 - How to we make those changes



NUISANCE CODE INSPECTIONS

- Two full-time Housing and Code Enforcement Inspectors and one Seasonal Code Enforcement Inspector
- Complaint vs canvass
- Initial inspection
- Identify violation
 - "Whatever is injurious to the senses or an obstruction of free use of property so as to essentially interfere with the comfortable enjoyment of life or property by the public or community."
 - Chapter 24
- Notice of violation



NUISANCE CODE NOTICES

- What works?
 - Inspectors
 - Clerks
 - Clear communication
 - Organization
- What could change?
 - Types of notice
 - Hearing procedure
 - Code updates



April 25, 2023
 Date: Public
 1177 Southview
 Ottumwa, IA 52501

To whom it may concern:

A complete inspection was made of the property located at 123 Oak Street, Ottumwa, IA. Evidence has been observed and documented that you are violating a public nuisance by allowing the following items to be stored on the property:

1. 24" x 36" prohibited storage of lumber, boxes, metal furniture, junk, appliances, and other items, and miscellaneous other stuff to and in the back yard of the residence only.

The 24" x 36" lumber storage is prohibited on any lot - Admittable on the property are required as to be stored in a building, covered or screened and have the lumber stored properly and neatly against the building.

The violation will be abated by contacting City Staff to be provided at the following address: 1177 Southview.

It is noted that you are required to contact the Office for violation of 1177 Southview, Ottumwa, IA 52501, by April 25, 2023. If this notice is not promptly complied with, a citation will be issued for \$200.00 for each violation. Any fee assessed will be due immediately and may be assessed against the violator in full or in part at the discretion of the City. The violator will be responsible for the cost of any items removed from the property. The violator will be responsible for the cost of any items removed from the property. The violator will be responsible for the cost of any items removed from the property. The violator will be responsible for the cost of any items removed from the property.

Respectfully,
 John B. Gault
 Date: 04/25/2023
 Planning and Code Enforcement Supervisor
 Planning and Code Enforcement
 1177 Southview
 Ottumwa, IA 52501

City of Ottumwa
 100 East Third Street, Ottumwa, Iowa 52501
 Telephone: 319-462-0400 Fax: 319-462-0400



HEARING IMPROVEMENTS

- Iowa law requires notice to give an opportunity for a hearing
- Adopt an ordinance to spell out that hearing process clearly in the code
- Property owners who object to nuisance notice have the right to a hearing with the Department Director
- Director's decision can be appealed to Board of Health



CODE UPDATES

- Update Junk Motor Vehicle Code
 - Change from unlicensed to “not displaying a current license as required by state law”
 - Tighten standard for inoperable/damaged
 - Vehicles that have not moved for 10 days
- Parking in the front yard
 - Include street side yard



NOTICE OF VIOLATION

LOGIC MODEL: CODE ENFORCEMENT NOTICE PROGRAM



NUISANCE ENFORCEMENT

- Check on progress after notice expires.
- Options for Inspector with room for discretion:
 - Send a final notice
 - Issue citation
 - Order an abatement action
- Case is open until resolved



NUISANCE ENFORCEMENT

- What works?
 - Cases are open until resolved
 - Attorney's prevail in most citation cases, can obtain court orders
 - Inspectors treat cases fairly and consistently
- What could change?
 - Clarify extension policy to shorten case durations, involve more stakeholders and set expectations
 - Improve penalty system
 - Take action with habitual offenders



EXTENSIONS

- Extensions cause open case durations to stretch on for weeks
- Some cases require more time than others
- Adopt policy to set a specific standard for extensions
 - Inspector can grant one 10-day extension
 - Director can grant up to two 10-day extensions
 - Further extensions must be approved by the Board of Health
- Include in the policy that extensions require progress made or a showing of good cause



EXTENSIONS

LOGIC MODEL: CODE ENFORCEMENT EXTENSION PROGRAM



HABITUAL OFFENDERS

- Adopt a policy or ordinance with clear standards for what constitutes a habitual offenders
- Adopt a policy of routine inspections until pattern of violation is resolved.
- Use civil citation process or other court orders to obtain judgements that allow abatement activities on habitually violating properties without additional notice



PENALTIES

- Current civil citations require the City to pay \$95 court costs up front and have limited ability to collect fine or deterrent effect
- Work with attorney to improve citation program or identify citation program alternatives
- Make use of lis pendens to attach violation to property
- Obtain judgements or consent agreements and hold violators in contempt



PENALTIES

LOGIC MODEL: CODE ENFORCEMENT CITATION PROGRAM



NUISANCE ENFORCEMENT RECAP

- What works?
 - Inspectors pursue every case until closed
 - Inspectors enforce the code fairly and equitably
 - Inspectors and clerks communicate clearly and patiently with violators and complainants
 - Inspectors have good understanding of the nuisance code
 - Citations produce court orders
- What could change?
 - Codify and follow hearing procedures
 - Codify and follow extension procedures
 - Create a penalty system that works as an effective deterrent
 - Adopt a policy that addresses habitual violators



1600 MABLE

- Update closer to the meeting
- As of 10/31, some progress with licensing vehicles, removing equipment and mowing



QUESTIONS?



received
10-24-24 9AM

Item No. F.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #244-2024. Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Cemetery Office and Maintenance Building Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #244-2024.

DISCUSSION: This project will involve constructing a new office and maintenance building in the Southeast Corner of Ottumwa Cemetery. Plans, specifications, form of contract, and the engineer's cost estimate are attached. Bids will be received and opened by the City of Ottumwa on December 4, 2024, at 2 p.m. The bid report and bid award recommendation will be presented at the Ottumwa City Council meeting on December 17, 2024. The engineer's cost estimate for this project is \$2,193,309. Funding for this project is listed below:
1. 2024-2025 CIP = \$1,875,000
2. Office and Maintenance Building Fund/Maring Estate Donation = \$221,260.20

Source of Funds: 2024-2025 CIP, Office and Maintenance Building Fund, Maring Estate Donation

Budgeted Item: Budget Amendment Needed: No

3. Sale of 1218 North Court and 2 maintenance buildings =\$136,000 (appraised value).

Total Funding = \$2,232,260.20

RESOLUTION # 244-2024

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE CEMETERY OFFICE AND MAINTENANCE BUILDING PROJECT

WHEREAS, The City of Ottumwa intends to construct an office and maintenance building for the Ottumwa Cemeteries, and;

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

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

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

APPROVED, PASSED, AND ADOPTED, this 5th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:




Christina Reinhard, City Clerk

Christina Reinhard, City Clerk



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

October 18, 2024

City of Ottumwa
101 Church St
Ottumwa, IA 52501
rathjeg@ottumwa.us

ATTN: Gene Rathje
Park Director

RE: Cemetery Maintenance/Office Building – Updated Cost opinion

Gene: Based on the current design of the project our opinion of probable costs is as outlined below -

1. Site -	\$ 432,000
2. Building -	\$ 821,035
3. HVAC & Plumbing -	\$ 283,500
4. <u>Electrical -</u>	<u>\$ 131,250</u>
5. Sub-Total -	\$1,667,785
6. Additional Design Fee	\$ 29,500
7. Contractor Fee (20%) -	\$ 333,557
8. <u>Contingency (8%) -</u>	<u>\$ 162,467</u>
Total -	\$2,193,309

Note: Furniture, Fixtures & Equipment (FF&E) are not included.

The opinions of probable project costs presented herein are preliminary and were prepared for the purpose of being used as a budgetary decision-making tool. The data presented herein are professional opinions of probable project costs based on our present understanding of the scope of work for the project, on project information and site data available at this time, and on past experience on similar projects and published construction cost data. The authors of this report make no warranty expressed or implied as to the accuracy of such opinions as compared to bid or actual costs. The probable project costs provided herein are based on conventional construction approaches and current bidding conditions (which will need to be adjusted for conditions and inflation for work to be done in the future). Volunteer forces were not considered in the preparation of any costs and the costs presented in this report may not be inclusive of all work required and also do not claim to account for unpredictable price volatility in the present construction materials market.

698 Timber Creek Road, Dixon, IL 61021 T: (815) 288-2261 F: (815) 284-3385

WillettHofmann.com

New Office/Shop Building Savings Account & Helen Maring Bequest

99,248.48 Balance as of Jul23, before Maring Bequest
 160,000.00 Aug23 Distribution of Maring Bequest
 120,000.00 Sep23 Distribution of Maring Bequest
 33.42 Sep23 Interest Payment
 57,072.86 Nov23 Distribution of Maring Bequest, thought to be final
 50.78 Dec23 Interest Payment

436,405.54 Balance Transferred from South Ottumwa Savings Bank to Wells Fargo

299.86 Jan24 Final Distribution of Maring Bequest

436,705.40 Total from New Office/Shop Savings Account & Maring Bequest

337,372.72 Total of Maring Bequest

Expenses

New Office/Shop Building Fees to Willett Hofmann

1,485.00 151-4-452-6750 May23
 1,485.00 151-4-452-6750 Jun23
 3,140.00 151-4-452-6499 Jun23
 2,500.00 151-4-452-6499 Jun23
 (2,500.00) 151-4-452-6499 Aug23 Reimbursement of Overpayment
 19,440.00 151-4-452-6499 Aug23
 35,200.00 151-4-452-6499 Sep23
 2,475.00 151-4-452-6499 Nov23
 8,610.00 Additional Transfer

71,835.00 Total cash transferred from Fund 135 to 151 to cover
 "Cemetery Office Designs" in Dec23

Backhoe

28,722.04 135-4-450-6723 Dec23 Downpayment
 114,888.16 135-4-450-6723 Jun24 Final Payment

143,610.20

215,445.20 Total Expenses

221,260.20 Remaining from New Office/Shop Bldg Savings Account

121,927.52 Remaining from Maring Bequest

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Paul E. Newman, AIA, NCARB
Project Architect

Your initials: pen

Cc: File

received
10/24/24 apm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: **Public Hearing on the Proposal to Discontinue the Public Safety Advisory Committee**

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

RECOMMENDATION: Hold public hearing to gather input from residents regarding the proposed ordinance revision

DISCUSSION: The Public Safety Advisory Committee exists within the city's code and used to meet on a monthly basis. Whether due to COVID-19 restrictions, or a reduction in issues the Committee had not met for a couple years. In 2022, the code was changed to meet quarterly; however, there was still insufficient purpose to meet. Following a survey of current committee members and the mayor it is recommended to dissolve the Committee. Per Iowa Code the City is required to hold a public hearing regarding the desire to proceed with dissolution. This public hearing is to gather input from the community at large regarding a potential revision to the ordinance to discontinue the Committee.

Source of Funds:

Budgeted Item: Budget Amendment Needed: **No**

ORDINANCE NO. 2748 1990

AN ORDINANCE AMENDING THE CODE OF ORDINANCES
(MUNICIPAL CODE) AS IT RELATES TO THE OTTUMWA
PUBLIC SAFETY ADVISORY COMMITTEE.

Section 1

- A. The Code of Ordinances (Municipal Code) is hereby amended by repealing Section 2-133(a)(1) in its entirety and substituting the following in lieu thereof:

(1) Ottumwa Public Safety Advisory Committee (Sec. 2-194)

- B. The Code of Ordinances (Municipal Code) is hereby amended by repealing Section 2-133(a)(16) in its entirety and substituting the following in lieu thereof:

(16) Repealed

- C. The Code of Ordinances (Municipal Code) is hereby amended by repealing Division 8 Section 2-194 through Section 2-196, inclusive, in their entirety and substituting the following in lieu thereof:

DIVISION 8. OTTUMWA PUBLIC SAFETY ADVISORY COMMITTEE

Sec. 2-194. Establishment.

The Ottumwa Public Safety Advisory Committee is hereby created and established.

Sec. 2-195 Membership.

- (a) The Ottumwa Public Safety Advisory Committee shall consist of six (6) members appointed by the Mayor subject to approval of the City Council. The members shall serve for three-year terms with the terms of two members expiring each year; however, the initial membership shall consist of the existing members of the Ottumwa Advisory Committee. A vacancy in said initial committee shall not be filled until such time as the number of members of said committee drops below six (6).
- (b) The committee each year shall elect one of its members as chairperson. No member shall serve more than two (2) consecutive one-year terms as chairperson.

- (c) The committee shall schedule regular monthly meetings and shall meet at such other times upon the call of the chairperson.
- (d) The committee shall not incur any expenses unless authorized by the City Council.

Sec. 2-196. Duties.

The committee shall be strictly advisory in nature and shall not be an "administrative agency" as defined in Chapter 392 of the Code of Iowa. Further, the powers, duties, functions, and authority, including rulemaking authority, of the City Council shall not be delegated to the committee. The purpose of the committee shall be to:

- (a) Promote public safety awareness within the community;
- (b) Foster liaison and improved understanding between the public and the Police and Fire Departments;
- (c) Act in an advisory capacity on such matters as may be referred to them by the chief executive officer of the Police Department;
- (d) Act in an advisory capacity on such matters as may be referred to them by the chief executive officer of the Fire Department;
- (e) Act in an advisory capacity on such traffic matters as may be referred to them by the City Traffic Engineer; and
- (f) Perform such other duties as may be prescribed by the Mayor, City Council, City Administrator, chief executive officer of the Police Department, chief executive officer of the Fire Department, or the City Traffic Engineer.

D. The Code of Ordinances (Municipal Code) is hereby amended by repealing Section 23-21 through Section 23-40, inclusive, in their entirety and substituting the following in lieu thereof:

Sec. 23-21. Ottumwa Public Safety Advisory Committee.

The Ottumwa Public Safety Advisory Committee shall advise and assist the City Traffic Engineer and other City officials on traffic related matters and activities.

Sec. 23-22. Same - Duties enumerated.

In addition to the duties prescribed in Section 2-196, the Ottumwa Public Safety Advisory Committee shall:

- (a) Promote traffic safety awareness within the community;
- (b) Coordinate traffic educational activities;
- (c) Hear complaints relating to traffic matters;
- (d) Recommend to the City Council, City Traffic Engineer, and other appropriate City officials ways and means for improving traffic conditions and the administration and enforcement of traffic regulations; and
- (e) Perform such other duties relating to traffic matters as may be prescribed by the Mayor, City Council, City Administrator, or the City Traffic Engineer.

Sec. 23-23. Same - Meetings.

Special meetings relating to traffic matters may be held at the request of the City Traffic Engineer upon call of the chairperson.

Sec. 23-24. Reserved.

Sec. 23-25. City Traffic Engineer - Office created, City Engineer to hold office.

The office of the City Traffic Engineer is hereby established. The City Traffic Engineer shall be the City Engineer and he shall exercise the duties required of him by ordinances of the City of Ottumwa.

Sec. 23-26. Same - Duties.

It shall be the general duty of the City Traffic Engineer to recommend remedial measures and to cooperate with the City Council and the Ottumwa Public Safety Advisory Committee in the development of ways and means to improve traffic conditions within the City. The City Traffic Engineer or designee shall attend those meetings of the Ottumwa Public Safety Advisory Committee in which the order of business is traffic related.

Sec. 23-27 through Sec. 23-40. Reserved.

~~bevision~~
CITY OF WAPELLO
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Lt. Mickey Hucks

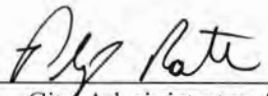
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve the payment to the Wapello County Sheriff's Department in the amount of \$21,157.92 for the Police Department's portion (1/3) of the total cost of the yearly programming/maintenance fees of the in-house computer software.

****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: To approve the payment to Wapello County Sheriff's Department in the amount of \$21,157.92.

DISCUSSION: Per the joint agreement for the CAD/RMS/JMS/CIVIL signed Dec. 7, 2021, the total cost of the yearly programming/maintenance fees for the in-house computer software, Central Square Technologies, is \$21,157.92. It was agreed that the police department would be responsible for 1/3 of the total annual fees (\$21,157.92) required by Central Square Technologies. The department will pay Wapello County Sheriff's office and WCSO will pay Central Square the total of \$63,473.77



Invoice

Invoice No (1 of 1)
422450

Date
10/11/2024

Page
1 of 12

CentralSquare Technologies, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Wapello County Sheriff, IA
Thomas Millikin
330 W 2nd St
Ottumwa IA 52501
United States

Ship To
Wapello County Sheriff, IA
Thomas Millikin
330 W 2nd St
Ottumwa IA 52501
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

Description	Units	Rate	Extended
Quote No. Q-190405			
1 Field Ops Subscription Annual Subscription Fee - Annual Subscription Fee Field Ops Subscription Annual Subscription Fee Maintenance: Start:1/24/2025, End: 1/23/2026	5	360.00	1,800.00
2 Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Annual Subscription Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	120.00	1,680.00
3 Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Annual Subscription Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	120.00	1,680.00
4 PS Pro Production Server Annual Maintenance Fee - Hardware Maintenance PS Pro Production Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	4,042.75	4,042.75
5 PS Pro Warm Standby Server Annual Maintenance Fee - Hardware Maintenance PS Pro Warm Standby Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	3,638.58	3,638.58
6 PS Pro Training/Testing Server Annual Maintenance Fee - Hardware Maintenance PS Pro Training/Testing Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	2,930.98	2,930.98
7 PS Pro Esri Server Annual Maintenance Annual Maintenance Fee - Annual Maintenance Fee PS Pro Esri Server Annual Maintenance Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,249.88	1,249.88



Invoice

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17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
8	PS Pro Production NCIC Virtual Server Annual Maintenance Fee - Annual Maintenance Fee PS Pro Production NCIC Virtual Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
9	PS Pro Production GIS Virtual Server Annual Maintenance Fee - Annual Maintenance Fee PS Pro Production GIS Virtual Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
10	PS Pro Warm Standby NCIC Virtual Server Annual Maintenance - Annual Maintenance Fee PS Pro Warm Standby NCIC Virtual Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
11	PS Pro Warm Standby GIS Virtual Server Annual Maintenance Fe - Annual Maintenance Fee PS Pro Warm Standby GIS Virtual Server Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
12	Administration PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Administration PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	600.10	600.10
13	Administration PS Pro Core (Agency Site License) Maintenance - Annual Maintenance Fee Administration PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	236.29	236.29
14	Administration PS Pro Core (Agency Site License) Maintenance - Annual Maintenance Fee Administration PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	267.79	267.79



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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
15	CAD PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	2,250.38	2,250.38
16	CAD PS Pro Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,687.78	1,687.78
17	CAD PS Pro Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	2,531.67	2,531.67
18	CAD PS Pro Advanced (Agency Site License) Annual Maintenance - Annual Maintenance Fee CAD PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	562.59	562.59
19	CAD PS Pro Advanced (Agency Site License) Annual Maintenance - Annual Maintenance Fee CAD PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	843.89	843.89
20	CAD PS Pro - Basic Paging (SMTP/Email) Interface Annul Maint - Annual Maintenance Fee CAD PS Pro - Basic Paging (SMTP/Email) Interface Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
21	CAD PS Pro - E911 (ANI/ALI) Interface Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro - E911 (ANI/ALI) Interface Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00



Invoice

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422450

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10/11/2024

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4 of 12

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Ottumwa IA 52501
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
22	CAD PS Pro - Rip and Run (Fax/Email) Infrface Annual Mainten - Annual Maintenance Fee CAD PS Pro - Rip and Run (Fax/Email) Interface Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
23	CAD PS Pro-EvenTide Voice Rcrdr Infrfce (Impprt and Exprt) MT - Annual Maintenance Fee CAD PS Pro - EvenTide Voice Recorder Interface (Import and Export) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,425.24	1,425.24
24	Mapping PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Mapping PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,799.90	1,799.90
25	Mapping PS Pro Core (Agncy Ste Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro Core (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	899.95	899.95
26	Mapping PS Pro Core (Agncy Ste Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro Core (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,349.93	1,349.93
27	Mapping PS Pro AVL (Agncy Site Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro AVL (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	900.15	900.15
28	Mapping PS Pro AVL (Agncy Site Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro AVL (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,125.19	1,125.19



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Date
10/11/2024

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CentralSquare Technologies, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Wapello County Sheriff, IA
Thomas Millikin
330 W 2nd St
Ottumwa IA 52501
United States

Ship To
Wapello County Sheriff, IA
Thomas Millikin
330 W 2nd St
Ottumwa IA 52501
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
29	Mapng PS Pro AVL Pybck (Agcy Ste Lcnse) fr FT CAD Wrkstns MT - Annual Maintenance Fee Mapping PS Pro AVL Playback (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	600.10	600.10
30	Mapng PS Pro AVL Pybck (Agcy Ste Lcnse) fr FT CAD Wrkstns MT - Annual Maintenance Fee Mapping PS Pro AVL Playback (Agency Site License) for Full-Time CAD Workstations Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	675.11	675.11
31	Civil PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Civil PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	750.13	750.13
32	Civil PS Pro Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Civil PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	243.04	243.04
33	Civil PS Pro Advanced (Agency Site License) Annual Maint - Annual Maintenance Fee Civil PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	81.01	81.01
34	Jail PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Jail PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	3,300.55	3,300.55
35	Jail PS Pro Core (Agency Site License) Annual Maintenance Fe - Annual Maintenance Fee Jail PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	3,205.77	3,205.77



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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
36	Jail PS Pro - LiveScan/AFIS Interface (Export) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro - LiveScan/AFIS Interface (Export) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,234.41	1,234.41
37	Jail PS Pro Advanced (Agency Site License) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,068.66	1,068.66
38	Jail PS Pro - Commissary Interface (Export) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro - Commissary Interface (Export) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	947.26	947.26
39	Jail PS Pro - Inmate Phone Interface (Export) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro - Inmate Phone Interface (Export) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	947.26	947.26
40	Jail PS Pro - VINE Interface (Export) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro - VINE Interface (Export) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	947.26	947.26
41	Jail PS Pro - N-DEx Adapter (IB IEPD) Annual Maintenance Fee Annual Maintenance Fee Jail PS Pro - N-DEx Adapter (IB IEPD) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
42	Mobile PS Pro AVL Annual Maintenance Fee Annual Maintenance Fee Mobile PS Pro AVL Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	30.00	420.07



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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
43	Mobile PS Pro AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro AVL Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	15	30.01	450.08
44	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	67.51	945.16
45	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	15	67.51	1,012.67
46	Mobile PS Pro Civil Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Civil Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	0.00	0.00
47	Mobile PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	750.13	750.13
48	Mobile PS Pro Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Mapping Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	165.01	2,310.15
49	Mobile PS Pro Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Mapping Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	15	165.01	2,475.17
50	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	0.00	0.00



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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
51	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	15	0.00	0.00
52	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	14	142.52	1,995.33
53	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	15	142.52	2,137.86
54	Personnel PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Personnel PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
55	Personnel PS Pro Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
56	Personnel PS Pro Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
57	Personnel PS Pro Advanced (Agency Site License) Maintenance Fee - Annual Maintenance Fee Personnel PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	335.31	335.31



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17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
58	Personnel PS Pro Advanced (Agency Site License) Maintenance - Annual Maintenance Fee Personnel PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	338.01	338.01
59	Records PS Pro Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Records PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	2,295.38	2,295.38
60	Records PS Pro Advanced (Agency Site License) Maintenance Fe - Annual Maintenance Fee Records PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	765.13	765.13
61	Records PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Records PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,125.19	1,125.19
62	Records PS Pro - N-DEx Adapter (IA IEPD) Annual Maintenance - Annual Maintenance Fee Records PS Pro - N-DEx Adapter (IA IEPD) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
63	Records PS Pro - IA Crime Reporting (NIBRS) Interface MT - Annual Maintenance Fee Records PS Pro - IA Crime Reporting (NIBRS) Interface Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
64	Records PS Pro ISORD Interface (Import) Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,350.23	1,350.23



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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
65	Records PS Pro Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Records PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	990.17	990.17
66	Records PS Pro Advanced (Agency Site License) Maintenance Fe - Annual Maintenance Fee Records PS Pro Advanced (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	330.06	330.06
67	PS Pro Reporting Core Annual Maintenance Fee - Annual Maintenance Fee PS Pro Reporting Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
68	PS Pro Reporting Universal Interface Engine Maintenance Fee - Annual Maintenance Fee PS Pro Reporting Universal Interface Engine Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
69	PS Pro - IOWA/NCIC Interface (Basic Queries) Maintenance Fee - Annual Maintenance Fee PS Pro - IOWA/NCIC Interface (Basic Queries) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	2,916.38	2,916.38
70	PS Pro - Additional Agency IOWA/NCIC Interface Maintenance - Annual Maintenance Fee PS Pro - Additional Agency IOWA/NCIC Interface Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	437.46	437.46
71	PS Pro - IOWA/NCIC Interface (Warrants) Annual Maintenance - Annual Maintenance Fee PS Pro - IOWA/NCIC Interface (Warrants) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	1,749.83	1,749.83

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Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

	Description	Units	Rate	Extended
72	PS Pro - IOWA/NCIC Interface (Criminal History) Maintenance - Annual Maintenance Fee PS Pro - IOWA/NCIC Interface (Criminal History) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	218.73	218.73
73	Portal PS Pro - Attorney Case View Annual Maintenance Fee - Annual Maintenance Fee Portal PS Pro - Attorney Case View Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	708.12	708.12
74	Portal PS Pro - Community Involvement Pack Annual Maintenance - Annual Maintenance Fee Portal PS Pro - Community Involvement Pack Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	708.12	708.12
75	Financial PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Financial PS Pro Core Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00
76	Financial PS Pro Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Financial PS Pro Core (Agency Site License) Annual Maintenance Fee Maintenance: Start:1/24/2025, End: 1/23/2026	1	0.00	0.00



Invoice

Invoice No (1 of 1)
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Ottumwa IA 52501
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
17531	Wapello County Sheriff, IA		USD	1/23/2025

Please include invoice number(s) on your remittance advice.

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	74,268.34
Tax	0.00
Invoice Total	74,268.34
Payments Applied	10,794.57
Balance Due	USD 63,473.77

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: Nov - 5, 2024

Recycling
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Staff Recommendation: Approve Purchase of a Hotsy 1075BE Power Washer from Hotsy for \$11,448 .95 for the Recycling Center

Public hearing required if this box is checked.

RECOMMENDATION: Approve the purchase of one (1) Hotsy 1075BE Power Washer from Hotsy for \$11,448.95 for the Recycling Center.

DISCUSSION: At the October meeting of the Solid Waste Commission, the Commission recommend purchasing a Hotsy 1075BE Power Washer from Hotsy for \$11,448.95. The power washer requires a new heating coil at a cost of about \$1,000. The current power washer has exceed five years of use and has already cost \$2,324.78 in repairs. The Recycling Center regularly uses the power washer to clean up sorting areas to prevent damage to

Source of Funds: Recycling Fund 873

Budgeted Item: Budget Amendment Needed:

equipment from sticky material and to prevent pests and vermin. Two bids for this equipment were received. Helmuth Repair, Inc. submitted a bid for equipment at similar cost, but offered trade in value for the current power washer. Staff recommends the Hotsy bid over the Helmuth bid because the Hotsy is gas-powered and can be used outside the main building, such as for cleaning the Hazardous Waste Building. Staff will still attempt to sell the current power washer.

642 Eastgate Rd
Henderson, NV 89011
www.hotsylv.com
702-457-8887



Recycling Coordinator
642 Eastgate
ottumwa, iowa 52501

Estimate #	10956
Estimate Date	10-08-24
Total	\$11,448.95

Item	Description	Unit Cost	Quantity	Line Total
Hotsy 1075BE Compact Hot Water Gas, 4 GPM @ 3500 PSI, OIL, 1.110- 099.0	Compact and Portable 4 GPM Model with Honda GX390 Engine, Oil-Fired, Belt-Drive, Stainless Steel Coil, and Flat-Free Tires. Electric-Start Model – Battery Required (Not Supplied). Serials:	\$11,000.00	1.0	\$11,000.00
HD24-DP	BATTERY, INTERSTATE 405CCA, MCA505, RC MIN 100	\$149.95	1.0	\$149.95
Shipping/Freight (Hotsy)	Shipping, Freight, Handling	\$299.00	1.0	\$299.00

THIS IS AN ESTIMATE

Subtotal	\$11,448.95
Tax	\$0.00
Estimate Total	\$11,448.95

Disclaimer

BY TENDERING YOUR PRESSURE WASHER, OR OTHER EQUIPMENT TO HOTSY SOUTHWEST FOR REPAIRS OR MAINTENANCE WORK, YOU, AS CUSTOMER, AGREE TO ALL THE TERMS AND CONDITIONS OF THE EQUIPMENT REPAIR SERVICE AGREEMENT.

AUTHORIZATION TO EFFECT REPAIRS & RATES. Unless CUSTOMER specifically states in advance and in writing, CUSTOMER authorizes HOTSY to expend the necessary labor, parts and materials that, have been approved at time of drop off for any diagnostics needed. Once estimate is established and customer gives authorization either in writing or over the phone CUSTOMER agrees to pay Hotsy labor rate of \$143 per hour, plus HOTSY's customary retail rates for parts and shipping. CUSTOMER further agrees to pay all applicable sales taxes. CUSTOMER represents and warrants to HOTSY that CUSTOMER has the lawful right to authorize repairs to be made to the Equipment.

PAYMENT UPON COMPLETION. CUSTOMER agrees to pay for all repairs, parts, fees, taxes, services, and charges ("Repair Costs"). HOTSY will present CUSTOMER with a final invoice at the close of repairs that identifies all Repair Costs. Payment is due upon presentation of the final invoice and must be received by HOTSY in order for the Equipment to be released to CUSTOMER. All Repair Costs must be paid by CUSTOMER prior to release of the Equipment. Any Repair Cost not paid when due shall accrue interest at the rate of 1.5% per month until paid. CUSTOMER agrees to pay all court costs and reasonable attorneys' fees in the event legal action is necessary to collect payment for the Repair Costs or otherwise enforce this Agreement.

WARRANTIES. Any warranties on the parts and accessories HOTSY uses to repair the Equipment are only those made by the manufacturer. The factory warranty constitutes all of the warranties with respect to the sale of any part or accessory. HOTSY expressly disclaims all warranties for parts, labor, diagnosis, or service work, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. HOTSY neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any parts, accessories, products or services. In no event shall HOTSY be liable for incidental or consequential damages or commercial losses arising out of the sale of any parts, accessories, products or services.

STORAGE FEE. CUSTOMER agrees to pay a storage fee of \$10 per day on any equipment left in HOTSY'S possession over 30 days.

ABANDONED EQUIPMENT. CUSTOMER agrees that any equipment left over 60 days is considered abandoned and may be disposed of at HOTSY's discretion. CUSTOMER will still be responsible for repair cost, storage cost, and disposal cost.

Signed: _____



Date: _____

11-5-2024

Quotation

HELMUTH REPAIR, INC.

319-656-2894

Date: October 4, 2024
 Job Number: 5819

TO:
Name Ottumwa Recycling Center
Address
City, State, Zip Ottumwa, IA
Phone Number
Fax Number

Karcher HDS Electric Portable, Single Phase

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
10649070		HDS 1.7/12 Upright unit, 110V	1	\$4,225.00	
12729010		HDS 2.3/12 C Compact unit, 110V	1	\$5,815.00	
11091510		HDS 2.2/12 Mojave, Full Size 110V	1	\$5,775.00	
11091530		HDS 3.0/20 Mojave, Full Size 220V	1	\$7,525.00	
11091570		HDS 4.0/20 Mojave, Full Size 220V	1	\$9,285.00	
11091550	1	HDS 3.5/30 Mojave, Full Size 220V	1	\$10,130.00	\$10,130.00
			1		
			1		
			1		
			1		
9.808-027.0		Hose Reel, Pivot, 100 Ft. Short Arm	1	\$478.00	
8.750-685.0		Hose Reel, Pivot, 100 Ft. Long Arm	1	\$498.00	
9.808-031.0	1	Hose Reel, Pivot, 200 Ft. Short Arm	1	\$530.00	\$530.00
8.750-684.0		Hose Reel, Pivot, 200 Ft. Long Arm	1	\$575.00	
			1		
9.808-276.0	1	Hose Reel Brkt. Kit, Mojave	1	\$128.00	\$128.00
8.735-001.0		Mounting Kit, Pivot, Compact	1	\$285.00	
9.801-023.0		Hose Reel, Non-Pivot, 100 ft. Kit	1	\$372.00	
8.750-682.0		Hose Reel, Non-Pivot, 100 ft.	1	\$388.00	
8.750-683.0		Hose Reel, Non-Pivot, 200 ft.	1	\$420.00	
8.919-437.0		Wall Mounting Bracket	1	\$56.00	
K9.302-***	1	Karcher Dirtblaster Nozzle	1	\$130.00	\$130.00
6.110-034.0		HP Hose 33' 3625psi EZ Lock	1	\$87.00	
6.110-020.0		HP Hose 50' 3625psi EZ Lock	1	\$360.00	
6.110.029.0	-1	HP Hose 50' 5800psi EZ Lock	1	\$176.00	(\$176.00)
SUB3V58075		HP Hose, 5075psi R2 w/TC's 75'	1	\$285.00	
6.110-023.0	1	HP Hose 100' 5800psi EZ Lock	1	\$315.00	\$315.00
SUB3V58100		HP Hose,5075psi R2 w/TC's 100'	1	\$440.00	
6.110-014.0		HP Hose 100' 4565psi EZ Lock	1	\$245.00	

Accepted: _____
Salesperson: Nelson Yutzey
Date: _____

Equipment Total:	\$11,057.00
No-Trade Discount:	
Trade-In:	\$3,500.00
Sub-Total:	\$7,557.00
la Sales Tax:	
Freight & Setup:	\$290.00
Total:	\$7,847.00

Delivery Miles:

Quotation

HELMUTH REPAIR, INC.

319-656-2894

Date: October 4, 2024
 Job Number: 6376

TO:
Name Ottumwa Recycling Center
Address
City, State, Zip Ottumwa, IA
Phone Number
Fax Number

Mi-T-M Elec. Direct&Belt Drive Portable, 1 & 3 Ph.
 Auto Start/Stop & TD options

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
DH-1002-SE0E1G		1000psi 2.0gpm 1.5HP 120V 1ph Direct Drive	1	\$5,862.00	
DH-1502-SE0E1G		1500psi 2.0gpm 2HP 120V 1ph Direct Drive	1	\$6,023.00	
DH-2003-SE0E2G		2000psi 2.8gpm 4HP 230V 1ph Direct Drive	1	\$6,491.00	
DH-2504-SE0E2G		2500psi 3.2gpm 6HP 230V 1ph Belt Drive	1	\$9,315.00	
DH-3004-SE0E2G	1	3000psi 3.5gpm 8HP 230V 1ph Belt Drive	1	\$10,540.00	\$10,540.00
DH-3504-SE0E2G		3500psi 3.3gpm 10HP 230V 1ph 3 PH available for Belt Drive Mach.	1	\$10,445.00	
HX-0070	1	Auto Start/Stop 2500-3500psi	1	\$360.00	\$360.00
HX-0294	1	Adjustable Thermostat 25-3500psi	1	\$200.00	\$200.00
HX-0071,72,73		Auto Start/Stop-Steam 25-3500 psi	1	\$1,604.00	
HX-0237,0243		Auto Start/Stop 1000-2000psi	1	\$1,182.00	
HX-0238,0244		Time Delay Shutdown 1000-2000psi	1	\$1,105.00	
HX-0233		Adjustable Thermostat 1000-2000psi	1	\$165.00	
HX-0161,0235		Hour Meter	1	\$128.00	
50-0161		High Pressure Detergent Injector	1	\$132.00	
AW-0050-0140	1	Hose Reel Mounting Bracket	1	\$131.00	\$131.00
8.750-685.0		Hose Reel, Pivot 100 Ft.	1	\$498.00	
8.750-684.0	1	Hose Reel, Pivot 200 Ft.	1	\$575.00	\$575.00
K9.302-...	1	Rotary Nozzle w/ QC	1	\$129.00	\$129.00
BA3787	1	High Pressure Swivel	1	\$56.00	\$56.00
		Extra for 75' Hose	1	\$100.00	
	1	Extra for 100' Hose	1	\$180.00	\$180.00

Accepted: _____

Salesperson: Nelson Yutzky

Date: _____

Delivery Miles:

Equipment Total:	\$12,171.00
No-Trade Discount:	
Trade-In:	\$3,500.00
Sub-Total:	\$8,671.00
la Sales Tax:	
Freight & Setup:	\$290.00
Total:	\$8,961.00

City of Ottumwa
Staff Summary

Council Meeting of: November 05, 2024

Item No. _____

Information Technology
Department

Edward Wilson
Prepared By
Edward Wilson *EW*
Department Head

Ally Tate

City Administrator



Agenda Title: Approving Purchase of Computer Software from ManageEngine (Zoho) in the Amount of \$14,644.00 for the VM Host & Tier 1 SAN Upgrade Project.

.....
Purpose: This purchase will allow the IT department to manage the security of servers and computers as approved in the 2025 CIP.

Recommendation: Approving Purchase of Computer Software from ManageEngine.

Discussion: The Ottumwa IT Department researched different vendors and software to aid in securing our servers and endpoints. ManageEngine's Endpoint Central Security Edition is cost effective with the features the IT Department requires. This software allows real-time IT asset tracking, inventories hardware and software, automates patch management and vulnerability detection, and remote control and assistance. Endpoint Central Security Edition does not include Anti-Virus. Kaspersky Anti-Virus allowed us to do all of those things. It was prohibited by the US Commerce Department in a June 20th press release. We were given until September 29th to switch to an alternative. Since September, we have used a trial of ManageEngine Endpoint Central and have been happy with it. This will be funded from proceeds of the 2025 CIP bond.

Dear Customer,

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below.

Perpetual Model

License Fee is one time and every year you just renew the Support Fee alone. License keys never expires.

S.No	Part Number	Particulars	Price
1	85512.0N3	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Single Installation License fee for 200 devices(End Points) and Single Technician License	13,529.00
2	85512.0M3	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Annual Maintenance and Support fee for 200 devices(End Points) and Single Technician License	2,706.00
3	85510.0NU1	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Single Installation License fee for Additional 1 Technician(s)	862.00
4	85510.0MU1	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Annual Maintenance and Support fee for Additional 1 Technician	173.00
5	85510.0NSG1	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Single Installation License fee for Secure Gateway Server	860.00
6	85510.0MSG1	ManageEngine Endpoint Central Security Edition - Perpetual Licensing Model - Annual Maintenance and Support fee Secure Gateway Server	175.00
Sub Total			\$18,305.00
Edu / Gov / Non-Profit + Special			\$3,661.00
Total Price (USD \$) :			14,644.00

#Local tax as applicable#

Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

Payment Terms

Net 30 days.

Payment Mode

1. You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
2. Please issue Purchase Order via email to rohit@manageengine.com along with the end user email address.
3. Please mention the Accounts Payable contacts in the PO.
4. Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Rohit Rajendrakumar
Sales Executive

Contact Details:
Phone: +1(702) 702 9794
rohit@manageengine.com



Zoho Corp, 4141 Hacienda
Drive, Pleasanton, CA
94588, USA



+1-925-924-9500



+1-925-924-9500



sales@manageengine.com

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of : NOV 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.240-2024. A resolution awarding the contracts for the demolition of the condemned property at 851 S Davis

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

The Point of Publication for each Public Hearing must be stated in the Staff Summary if the Point of Publication is not attached to the document to be placed in the agenda.

RECOMMENDATION: Pass and Adopt Resolution 240-2024

DISCUSSION:

Bids for the demolition and cleanup of 851 S Davis were accepted until 2 P.M. on October 9, 2024. A tie between two bidders occurred. A second round of bids between the two parties that tied took place on October 16, 2024. Donald Jones submitted the best bid in the amount of \$5,200.00 for the demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 240-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 851 S DAVIS

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 9, 2024 and a tie between two bidders occurred; and

WHEREAS, a second round of Bids occurred between the two parties that tied on October 16, 2024; and

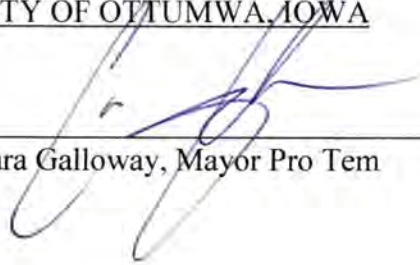
WHEREAS, the lowest qualified bid was from Donald Jones in the amount of \$5,200.00 for Demolition and Clean up;

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

Donald Jones be awarded the contract for the demolition and cleanup of the condemned property at 851 S Davis in the amount of \$5,200.00.

APPROVED, PASSED AND ADOPTED this 5th day of November 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:




Christina Reinhard, City Clerk

851 S DAVIS	Asbestos	Demolition	Total
Donald Jones	na	\$5,200.00	\$5,200.00
Dan Laursen	na	\$5,890.00	\$5,890.00
Best Bid For Demolition and clean up:			
Donald Jones		Total:	\$5,000

received
10-25-24 1130

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 5, 2024

Barbara Codjoe *bc*

Prepared By

Barbara Codjoe

Department Head

Administration

Department



City Administrator Approval

AGENDA TITLE: Resolution #245-2024- Approve Anti-Harassment Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #245-2024

DISCUSSION:

As part of the regular on-going policy updates and review, staff has reviewed our current harassment policy. There have been a number of additional changes in federal law with protected classes. The attached policy has been reviewed by staff and by legal counsel. This provides more clarification for all types of harassment as well as a process to follow.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 245-2024

RESOLUTION APPROVE EMPLOYEE
ANTI-HARASSMENT POLICY

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

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

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

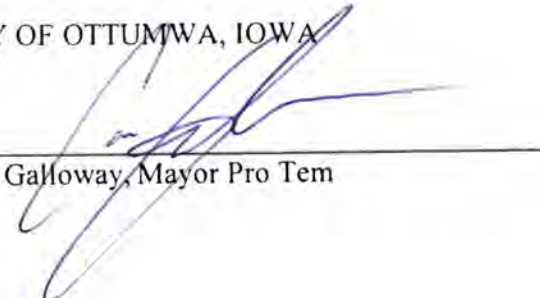
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new and revised Anti-Harassment policies in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Harassment as part of the Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Anti-Harassment policies are hereby adopted in their place with an effective date of November 5, 2024.

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 5th day of November, 2024

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

PURPOSE

The City of Ottumwa strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. The City of Ottumwa will not tolerate discrimination or harassment based on any legally protected basis. Through enforcement of this policy and by education of employees, the City of Ottumwa will seek to prevent, correct and discipline behavior that violates this policy.

ELIGIBILITY

The City of Ottumwa Anti-Harassment policy applies to all employees, regardless of their positions. All employees are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline, up to and including termination.

PROHIBITED CONDUCT UNDER THIS POLICY

The City of Ottumwa, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of the City of Ottumwa's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment on the bases of, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

Discrimination of this kind is prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment

The City of Ottumwa prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is unwelcome conduct towards a person

based on an actual or perceived protected trait or characteristic designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the City of Ottumwa. Prohibited harassment includes any verbal, physical, or visual conducted based on any of the above-stated characteristics if (1) enduring the offensive conduct becomes a term or condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting the person, or (3) such conduct is so severe or pervasive that a reasonable person would find the work environment to be hostile or abusive and the individual subjectively believes the conduct to be hostile and abusive.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Sexual harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited by this policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual conduct of a verbal or sexual nature (such as sexual advances, requests for sexual favors, etc.) when such conduct::

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Is so severe and pervasive that a reasonable person would find the conduct interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or

"kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Consensual Romantic or Sexual Relationships

The City of Ottumwa strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of the City of Ottumwa enters into a consensual sexual or romantic relationship with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, all parties in the relationship must notify the HR director or other appropriate corporate officer. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to the City of Ottumwa, the company will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

Retaliation

The City of Ottumwa will not tolerate any retaliation against any employee who makes a good faith complaint of discrimination or harassment. No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Participating in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint of harassment will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be considered a violation subject to disciplinary measures.

If any employee believes they have been subject to retaliation, they must report it to the HR director, and it will be promptly investigated and addressed.

CONFIDENTIALITY

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

COMPLAINT PROCEDURE

The City of Ottumwa has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted to the HR director as soon as possible after an incident has occurred, preferably in writing. The HR director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR director will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR director will notify senior management and review the complaint with the company's legal counsel.
3. The HR director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.

5. During the investigation, the HR director, together with legal counsel or other designated management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR director or other person conducting the investigation will submit a written report of the findings to the City Administrator. If it is determined that a violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The HR will consider the following factors when determining appropriate disciplinary action:
 1. the severity, frequency and pervasiveness of the conduct;
 2. prior complaints made by the complainant;
 3. prior complaints made against the respondent; and
 4. the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

7. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the HR director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

ALTERNATIVE LEGAL REMEDIES

Nothing in this policy is intended to prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Administration
Department

Barbara Codjoe *bc*
Prepared By
Barbara Codjoe
Department Head

Ally Pett

City Administrator Approval

AGENDA TITLE: Resolution #246-2024- Approve updates to Personnel Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #246-2024

DISCUSSION: Changes are on the next page:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

*Updated additional findings of his/her to their.

Article 7 - Nepotism Policy

- 1) Update policy to better clarify definition of family members and reference to chapter 71 of Iowa Code.
- 2) Reporting procedures of relationship

Adding:

Should relationships addressed within this policy be identified with either candidates for employment or current employees (including after changes in employment) the matter must be immediately reported to the Human Resources Department. Upon disclosure of a relationship covered by this policy, a determination will be made whether the relationship is subject to this policy. A case-by-case determination will be made as to how a conflict of interest will be resolved.

It is the responsibility of every employee to identify to the City's Human Resources Department any potential or existing relationship which falls under the definitions in this policy. Employees who fail to disclose relationships covered by this policy may be subject to disciplinary action up to and including termination of employment.

Article 11 - Benefits

- 1) Update that there are two 457(b) plans that are available for employees.

Article 15 - Harassment Policy

- 1) Refer to the anti-harassment policy adopted

Article 20 - Employee Physicals and Medical Services

- 1) Updated article reference on page 35 from article 18 to article 19

Article 34 - Travel

- 1) Update meal reimbursement expenses
 - a) Breakfast - currently \$8, increase to \$12
 - b) Lunch - currently \$12, increase to \$16
 - c) Dinner - currently \$22, increase to \$26

US General Services Administration provides per diem rates for lodging, meals and incidental expenses. That reporting is attached.

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=IA&city=&zip



FY 2024 per diem rates for Iowa

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Dallas	Dallas	\$69	\$16	\$17	\$31	\$5	\$51.75
Des Moines	Polk	\$64	\$14	\$16	\$29	\$5	\$48.00

RESOLUTION NO. 246-2024

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 Nepotism, Benefits – 457(b), Harassment, Employee Physicals and Medical Services and Travel as part of the document and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding Nepotism, Benefits – 457(b), Harassment, Employee Physicals and Medical Services and Travel and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

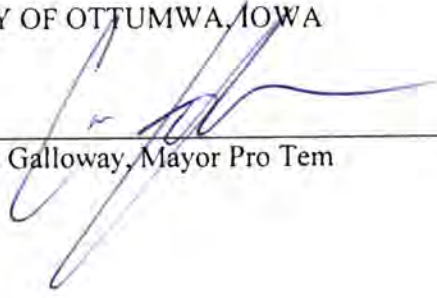
WHEREAS, staff has drafted and revised the Personnel Policies and Procedures to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of November 5th, 2024.

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.


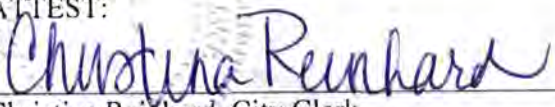
PASSED, ADOPTED and APPROVED this 5th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

**Passed by resolution
JULY 19, 2020**

Updated
November 2024

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ARTICLE 1. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2. EMPLOYMENT AT WILL

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

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

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

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

ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY

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

with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

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

For further information, please contact Human Resources.

ARTICLE 4. RECRUITING

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

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

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

Background Checks:

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

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

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

Use of Information Obtained in a Background Investigation:

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

Information will be reviewed to determine:

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

For additional information, please review our Background Check Policy.

Recalling or reinstating former employees

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

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

Recall from Layoff:

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

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

Reinstatement:

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

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

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

ARTICLE 5. CIVIL SERVICE

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

The HR Department 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 **their** 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 **their** 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 themselves 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 their 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 their 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.

In accordance with Iowa Code, Chapter 71.1, 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. No employee shall be supervised directly or indirectly, by a family member.

Family members are defined as individuals related by blood, marriage or legally recognized partnerships. This includes but does not limit to parents, siblings, children (including adopted and stepchildren), spouses, domestic partners, grandparents, grandchildren, aunts, uncles, cousins, in-laws or other individuals living in the same household or with whom a personal relationship could affect professional decisions. Romantic relationships are also covered by this policy.

Due to a higher chance of conflicts of interest, employees in Administration, City Clerk, Finance, Human Resources and Information Technology (IT) departments are not permitted to have relatives working for the City of Ottumwa. These employment situations that existed prior to December 19, 2023 shall be grandfathered under the policy.

Should relationships addressed within this policy be identified with either candidates for employment or current employees (including after changes in employment) the matter must be immediately reported to the Human Resources Department. Upon disclosure of a relationship covered by this policy, a determination will be made whether the relationship is subject to this policy. A case-by-case determination will be made as to how a conflict of interest will be resolved.

It is the responsibility of every employee to identify to the City's Human Resources Department any potential or existing relationship which falls under the definitions in this policy. Employees who fail to disclose relationships covered by this policy may be subject to disciplinary action up to and including termination of employment.

Family members working in the same department as of the date this policy is adopted (last updated August 20, 2013) 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 Compensation Handbook adopted by the City Council on July 18, 2023.

Employees will be paid on a bi-weekly basis. If the regular payday occurs on a holiday, the preceding workday is the payday. Direct deposit must be set up for each employee, except for

those employees whose hire date precedes July 1, 2005. Those employees may continue to receive an actual check. A holiday may require the direct deposit to occur the next working day after the holiday.

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

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

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

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

Employee Definitions

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

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

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

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

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

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

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

Overtime/Compensatory Time

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

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

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

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

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried past January 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.

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 **their** meal break period, the employee must be compensated for the time spent performing

performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Employees shall be allowed an unpaid one-half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour. The Department Head may allow for a longer lunch break with prior approval. Employees may be required to adjust their schedule in order to take the longer lunch. Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

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.

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.

ARTICLE 10. PROBATIONARY PERIOD

All new employees will be subject to a probationary period upon starting their employment. The purpose of the probationary period is to allow both the employee and the City the opportunity to assess fit, performance, and overall suitability for the role.

Key points regarding the probationary period:

1. Duration: The probationary period will typically last for six months from the employee's start date unless specified by Iowa Code 400.
2. Performance Evaluation: During the probationary period, employees will undergo regular performance evaluations to provide feedback on their progress and performance.
3. Training and Support: Employees will be provided with necessary training, resources, and support to help them succeed in their role during the probationary period.
4. Termination: The City reserves the right to terminate employment at any time during the probationary period if performance or conduct is deemed unsatisfactory.
5. Confirmation: Successful completion of the probationary period does not guarantee continued employment. Confirmation of employment following the probationary period will be based on performance and business needs.

ARTICLE 11. 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.

An employee using any combination of accruals in excess of 90 consecutive days will not continue to accrue.

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 in each fiscal year. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

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 their holiday shall be paid the holiday pay plus overtime rate of one and three-quarters (1 ³/₄) times their 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 their right to payment for any such holiday if he or she has an unexcused absence on the last regular working day preceding such holiday or on the next regular working day following such holiday.

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

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

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

VACATION:

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

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

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

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

Employees working 2080 hours annually

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

Employees working 2184 hours annually

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

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

Vacation requests shall be made in the following manner:

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

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

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

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

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

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

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

SICK:

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. Sick pay is not, however, interchangeable with paid vacation or holidays. 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. Employees reporting off sick must do so prior to the start of the employee's work shift by contacting their direct supervisor.

- Sick pay does not include elective cosmetic procedures.
- No sick benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer (moonlighting)
- 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.

All regular full-time and part-time employees will accrue sick pay benefits. Eligible employees working 2080 hours annually shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period (2 days per month = 24 days per year) for continuous service starting on the date of hire unless provided for otherwise pursuant to a collective bargaining agreement. Employees working 2184 hours annually will earn 11.08 hours per pay period. 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.

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 calendar year (84 hours for employees working 2184 hours annually). This is also known as Dependent Sick.

On the first payday after January 1st of each year, each current employee shall be paid for 25% of accrued sick pay according to the following schedule:

- Employees working 2080 hours annually – hours in excess of 1920, up to a maximum of forty-eight (48) hours and the employee’s sick pay accrual will be reduced to 1920 hours.
- Employees working 2184 hours annually – hours in excess of 2016, up to a maximum of 50 hours and the employee’s sick pay accrual will be reduced to 2016 hours.
- Employees in the Library department – hours in excess of 960, up to a maximum of forty-eight (48) hours and the employee’s sick pay accrual will be reduced to 960 hours.

The date used will be the pay period ending closest to January 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 January 1 of each year, each employee receives 8 hours casual time which must be used by the following December 31st. Casual time is deducted from employee’s accumulated sick pay. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

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

An employee, on leave because of an occupational disability related to their employment, may take such sick pay allowance to which they are 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.

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 **their** 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.

Sick pay is not an accrued leave benefit and will not be paid out upon the employee's separation from employment with the City.

INCENTIVE:

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

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

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

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

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

PARENTAL LEAVE:

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

NOTE: At this time, parental leave does not count as dependent sick time, so if after using sick time for parental leave, the baby or other dependent defined as spouse or child, becomes ill, the employee may use 80 hours (84 for those working 2184 hours annually) dependent sick time (if available from accrued sick time) to use during that calendar 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.

Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.

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

LONGEVITY PAY:

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

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

Years of Service	Monthly Amount	Yearly Amount	2080 Hours	2184 Hours	2912 Hours	Library
			Per hour	Per hour	Per hour	Per hour
5	\$ 25.00	\$ 300.00	\$ 0.14	\$ 0.14	\$ 0.10	\$ 0.15
10	\$ 50.00	\$ 600.00	\$ 0.29	\$ 0.27	\$ 0.21	\$ 0.30
15	\$ 75.00	\$ 900.00	\$ 0.43	\$ 0.41	\$ 0.31	\$ 0.45
20	\$ 100.00	\$ 1,200.00	\$ 0.58	\$ 0.55	\$ 0.41	\$ 0.60
25	\$ 125.00	\$ 1,500.00	\$ 0.72	\$ 0.69	\$ 0.52	\$ 0.75

30	\$ 150.00	\$ 1,800.00	\$ 0.87	\$ 0.82	\$ 0.62	\$ 0.90
35	\$ 175.00	\$ 2,100.00	\$ 1.01	\$ 0.96	\$ 0.72	\$ 1.05
40	\$ 200.00	\$ 2,400.00	\$ 1.15	\$ 1.10	\$ 0.82	\$ 1.20

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

FLEX SPENDING PLAN & DEPENDENT CARE ASSISTANCE PROGRAM:

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

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

See Human Resources for further information regarding this Plan.

RETIREMENT PLANS:

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

1. Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.
2. All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

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

See Human Resources for further information.

HEALTH AND LIFE INSURANCE:

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

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

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

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

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

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

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

TELECOMMUTING:

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

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

Please review the full Telecommuting Policy for further information.

ARTICLE 12. 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 13. 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 14. 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.

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.

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 15. 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 harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of harassment will be taken seriously and treated with respect and in confidence.

Please refer to the full Anti-Harassment Policy for more information.

ARTICLE 16. 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 **their** 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 17. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The purpose of this Employee Assistance Program (EAP) policy is to provide our employees and their dependents with access to resources and support for addressing personal or work-related challenges that may affect their well-being, ability to perform their job effectively, and overall quality of life. We are committed to fostering a healthy and productive work environment. Our organization recognizes the importance of supporting employees' mental health and personal well-being. Therefore, we have established an Employee Assistance Program (EAP) to provide confidential, professional assistance to employees and their immediate family members. Our current EAP provider is CuraLink which can be reached at 1-888-881-LINC (5462).

The EAP ensures that all interactions and discussions between employees and EAP counselors remain strictly confidential, within legal limits. Information shared with the EAP will not be disclosed to supervisors, managers, or colleagues without the employee's written consent, unless required by law.

The EAP offers a wide range of support services, including but not limited to:

- a. Short-term counseling: Confidential counseling sessions with licensed professionals to address personal, family, or work-related concerns.
- b. Work-life balance assistance: Resources and guidance on managing stress, improving relationships, time management, and similar challenges.
- c. Referrals: Assistance in identifying appropriate resources and referrals for specialized needs, such as legal, financial, childcare, eldercare, or substance abuse services.
- d. Crisis intervention: Support for employees facing urgent and critical situations that may impact their well-being and ability to function at work.

All regular full-time and part-time employees, as well as family members in their home, are eligible to utilize the EAP services.

Employees can access EAP services by contacting the designated EAP provider's phone number or website. The EAP provider will arrange an initial appointment or assessment to identify the employee's needs and recommend appropriate resources.

The EAP services are provided at no cost to the employee or their immediate family members. Any additional services or treatments beyond the scope of the EAP may require the employee to seek coverage through their health insurance or other resources.

An employee may call directly for an EAP appointment or may be referred to 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. Consult with human resources, management or legal department to confirm the Formal Management Referral is appropriate
- b. Prior to meeting with the employee, contact the SupportLinc program at 1-888-881-5462 for a consultation with a Care Advocate to review the process and discuss expectations.
- c. The SupportLinc Care Advocate will provide the Referral Contact with a case number that the employee should reference when calling.
- d. The Care Advocate will send the Authorization for Disclosure of Records and Information (ROI) form. This form must be signed by the employee and a witness and returned to the Care Advocate.
- e. The employee should be instructed to contact SupportLinc, typically within 24 hours, and reference their case number.
- f. A Formal Referral Specialist (FRS) will be assigned to the case and will provide compliance updates to the Referral Contact at the agreed upon frequency and per the agreed upon method of communication. If the employee is compliant and completes all recommended services, a completion letter will be sent to the Referral Contact.
- g. If the employee is not compliant, the Referral Contact will also be notified.

- h. 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 **their** mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.
- i. 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.

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 **their** 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.

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 **their** 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 18. 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 HR Department. 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 HR Department.

The HR Department shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents. The HR Department shall have the right to require written reports from such persons as deemed 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 investigation. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

Before making a determination, the HR Department and Department Head will fully investigate each accident or near miss. The procedure for investigation will be established by the HR Department. 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 HR Department will work with the Department Head to determine any disciplinary action needed.

The Employee may appeal the disciplinary ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the 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.

The following will be classified as vehicle/equipment accidents for the purpose of review by the HR Department.

1. Property damage to a third party
2. Damage to City vehicle or City property
3. Bodily injury to a third party as a result of an accident
4. Bodily injury to employee

Definitions:

1. Unavoidable – an accident/incident which resulted in a finding of no-fault.
2. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
3. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
4. 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.
5. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
6. 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.

Accident Causes

Worker's Compensation accidents can usually be broken down generally into two causes:

1. an UNSAFE ACT - usually account for 85% of accidents
 - a. Making safety devices inoperable
 - b. Failure to use guards provided
 - c. Using defective equipment
 - d. Servicing equipment in motion
 - e. Failure to use proper tools or equipment
 - f. Operating machinery at unsafe speed
 - g. Failure to use proper tools or equipment
 - h. Operating without authority
 - i. Lack of skill or knowledge
 - j. Unsafe loading or placing
 - k. Improper lifting, lowering or carrying
 - l. Taking unsafe position
 - m. Unnecessary haste
 - n. Influence of abusive substances
 - o. Physical limitation or mental attitude
 - p. Unaware of hazard
 - q. Unsafe act of another
2. an UNSAFE CONDITION – usually account for 15% of accidents
 - a. Inadequate guards of protection
 - b. Defective tools or equipment
 - c. Unsafe condition of machine
 - d. Congested work area
 - e. Poor housekeeping

- f. Unsafe floors, platforms, stairways
- g. Improper material storage
- h. Inadequate warning system
- i. Fire or explosion hazards
- j. Hazardous substances
- k. Inadequate ventilation
- l. Excessive noise
- m. Inadequate illumination
- n. Hazardous atmosphere: gases, dust
- o. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

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 19. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

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

Process

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

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

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

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

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

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

Restricted Duty Assignments

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

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

Please refer to our current Return-to-Work/Light Duty Policy for more information.

ARTICLE 20. EMPLOYEE PHYSICALS AND MEDICAL SERVICES

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

screen prior to employment. Those physicals are currently conducted by Occupational Health at the Ottumwa Regional Health Center. Drug testing will also occur at the Ottumwa Regional Health Center. All pre-employment physicals and drug testing are paid for by the City.

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see **Article 19** 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 **their** position, may be required to undergo drug and/or alcohol testing as a result of any accident while on duty.

ARTICLE 21. 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 **their** work duties in a manner that is safe for the employee and/or for **their** 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 **their** 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, **their** 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 **their** 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 **their** 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 22. PERSONNEL FILES/EMPLOYEE ACCESS

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. As the City transitions to an electronic HRIS (UKG), these files may also be held within the system but maintained by Human Resources. The HRIS meets the requirements as established in sections 107 and 209 of the Employee Retirements Income Security Act of 1974, as amended (ERISA) pertaining to maintenance of records.
 - a. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review.
 - b. All medical information will be kept in a separate Medical file. This will include leave of absence requests, doctor's notes and results of medical exams required by the City.
 - c. All Confidential information will be kept in a separate confidential file. This will include background checks, employment / payroll verification.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
 - a. If there are files that are electronic, the employee will be permitted to view those items through the current HRIS.
3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was

discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.

6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

ARTICLE 23. 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 **their** 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 **their** 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 **they have** discussed it with **their** 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 24. 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 25. 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 26. 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 **their** 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 **their** 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 their 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 27. 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 **their** 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 Human Resources Director 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 28. 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 29. 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 30. DRESS CODE

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 **their** department head.

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.

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 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, they 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.

CITY HALL EMPLOYEES: 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.

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.

CITY HALL EMPLOYEES: 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.

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.

COUNCIL MEETINGS: 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.

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.

ARTICLE 31. 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 32. 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 33. 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 **their** 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 34. 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 \$12.00 for breakfast, \$16.00 for lunch and \$26.00 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 35. SEPARATION FROM CITY SERVICE

All employees voluntarily leaving employment with the City of Ottumwa must give at least two weeks written notice prior to the effective date. Employees not providing this timeline of a notice will not be paid out their accrual balances (other than comp time). If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

Employees leaving City service shall return all property belonging to the employer to their immediate supervisor. All uniforms, tools, keys, equipment and department manuals will be given to employee's immediate supervisor before receiving employee's last payroll check. Until City property is returned, the employee will not receive any payment for accrued leave the employee might otherwise be entitled to.

Employees leaving city services may be required to have an exit interview with The City Administrator or designee.

Employees leaving employment with the City shall not be allowed to take accrued leave after their last actual working day with the City. All accrued leave will be paid out thereafter the first pay period following the employee's final pay check for time actually worked. Accrued leave does not include sick leave.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****



Council Meeting of : NOV 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.247-2024. A resolution awarding the contract for the demolition of the condemned property at 103 S Adams

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

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

RECOMMENDATION: Pass and Adopt Resolution 247-2024

DISCUSSION:

Bids for the demolition and cleanup of 103 S Adams were accepted until 2 P.M. on October 24, 2024. Three Demolition bids were received. Donald Jones submitted the best bid in the amount of \$5,000.00 for the demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 247-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 103 S ADAMS

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 24, 2024; and

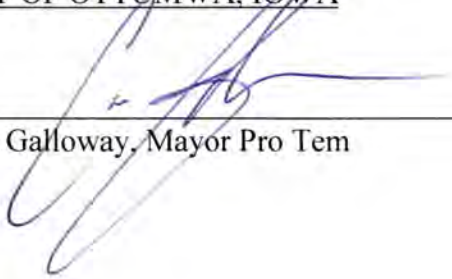
WHEREAS, the lowest qualified bid was from Donald Jones in the amount of \$5,000.00 for Demolition and Clean up;

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

Donald Jones be awarded the contract for the demolition and cleanup of the condemned property at 103 S Adams in the amount of \$5,000.00.

APPROVED, PASSED AND ADOPTED this 5th day of November 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

103 S ADAMS	Asbestos	Demolition	Total
Donald Jones	na	\$5,000.00	\$5,000.00
Dan Laursen	na	\$7,400.00	\$7,400.00
Weston McKee	na	\$6,500.00	\$6,500.00
Best Bid For Demolition and clean up:			
Donald Jones		Total:	\$5,000

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: NOV 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.248-2024. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 225 Paris.

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

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

RECOMMENDATION: Pass and Adopt Resolution 248-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 225 Paris were accepted until 2 P.M. on October 24, 2024. Two Asbestos Bids and Three Demolition bids were received. Dan Laursen submitted the best bid in the amount of \$11,700.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 248-2024

A RESOLUITON AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 225 PARIS

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 24, 2024; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount \$1,000.00 for Asbestos removal;

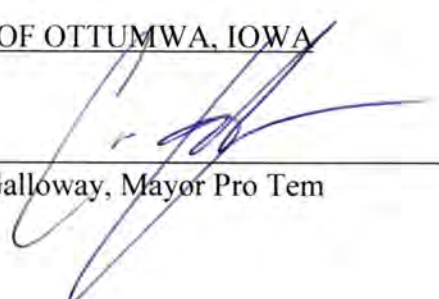
AND WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$10,700.00 for Demolition and Clean up;

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

Dan Laursen be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 225 Paris in the amount of \$11,700.00.

APPROVED, PASSED AND ADOPTED this 5th day of November 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:




Christina Reinhard, City Clerk

225 PARIS	Asbestos	Demolition	Total
Dan Laursen	\$1,000.00	\$10,700.00	\$11,700.00
Weston Mckee	\$2,800.00	\$10,900.00	\$13,700.00
Donald Jones	NA	\$6,500.00	\$6,500.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Dan Laursen		Total:	\$11,700

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: NOV 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.249-2024. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 1309 Castle.

****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 249-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 1309 Castle were accepted until 2 P.M. on October 24, 2024. Two Asbestos Bids and Three Demolition bids were received. Dan Laursen submitted the best bid in the amount of \$13,800.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 249-2024

A RESOLUTION AWARDED THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 1309 CASTLE.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 24, 2024; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount \$3,000.00 for Asbestos removal;

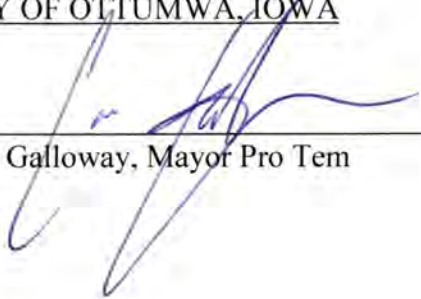
AND WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$10,800.00 for Demolition and Clean up;

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

Dan Laursen be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 1309 Castle in the amount of \$13,800.00.

APPROVED, PASSED AND ADOPTED this 5th day of November 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

714 N COOPER	Asbestos	Demolition	Total
Dan Laursen	\$3,000.00	\$10,800.00	\$13,800.00
Weston Mckee	\$8,900.00	\$10,900.00	\$19,800.00
Donald Jones	NA	\$5,000.00	\$5,000.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Dan Laursen		Total:	\$13,800

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****



Council Meeting of: NOV 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.250-2024. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 714 N Cooper.

****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 250-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 714 N Cooper were accepted until 2 P.M. on October 24, 2024. Two Asbestos Bids and Three Demolition bids were received. Weston McKee submitted the best bid in the amount of \$24,300.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 250-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 714 N COOPER.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on October 24, 2024; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount \$11,900.00 for Asbestos removal;

AND WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$12,400.00 for Demolition and Clean up;

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

Weston McKee be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 1515 W Main in the amount of \$24,300.00.

APPROVED, PASSED AND ADOPTED this 5th day of November 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

714 N COOPER	Asbestos	Demolition	Total
Weston Mckee	\$11,900.00	\$12,400.00	\$24,300.00
Dan Laursen	\$5,000.00	\$21,500.00	\$26,500.00
Donald Jones	NA	\$7,000.00	\$7,000.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Weston McKee		Total:	\$24,300

CITY OF OTTUMWA

Staff Summary

received

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.252-2024. A resolution by the Ottumwa City Council fixing an amount for abating a nuisance structure against certain lots in the city of Ottumwa, Iowa.

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

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

RECOMMENDATION: Pass and Adopt Resolution 252-2024

DISCUSSION: The City abated Nuisances at 11 properties listed in this resolution. All property owners were billed for the abatement costs and the costs on this resolution remain unpaid and will be assessed against the property. Total costs listed on this resolution are \$228,750.45.

RESOLUTION NO. 252-2024

A RESOLUTION FIXING AN AMOUNT FOR ABATING BY DEMOLITION AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, The nuisance Structures existing on properties located at 512 N Green; 250 S Ward; 126 N Davis; 153 S Fellows; 306 W Sixth; 201 N Holt; 157 S Iowa; 309 Mer Rouge; 437 N Court; 115 S Adella; 510 N Court; were abated by the City of Ottumwa; and

WHEREAS, The Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

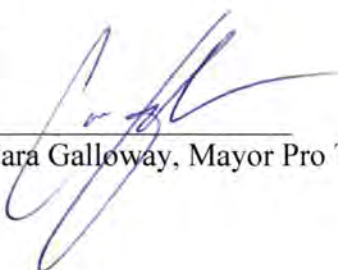
1. 512 N GREEN – Legal Description – Lot Two in Conant & Chambers Addition to the City Of Ottumwa, Wapello County, Iowa – Owner Yahara and Juvenal Marquez, and abatement costs are \$33,981.58 – Parcel#007410310030000
2. 250 S WARD – Legal Description – The South 41-1/4 feet of the West Half of the South Half of lot 15 in M J Williams Addition to the City of Ottumwa, Wapello County, Iowa. – Owner Roy Henry. And abatement costs are \$17,327.25– Parcel# 007417330016000
3. 126 N DAVIS – Legal Description – The South Half or South 33 feet of Lot 51 in Block 7 in R.S. Smith’s 3rd Addition to Pickwick now in the City of Ottumwa, Wapello County, Iowa – Owner Liquidator LLC, and abatement costs are \$14,910.00 – Parcel# 007417190032000
4. 153 S FELLOWS – Legal Description - Legal Description – Lot nine in block three in Janneys addition to the city of Ottumwa, Wapello County, Iowa. – Owner Gloria White, and abatement costs are \$40,080.00 – Parcel# 007410830059000
5. 306 W SIXTH – Legal Description – A Part of lots Twenty-six and Twenty-seven in half block Six in the original Plat of the City of Ottumwa, Wapello County, Iowa Ottumwa orig PT L26&27 BLK ½-6 BG46’ SE NWCOR L27/SW57.2/SE40/NE57.5/ALG’LY LN OF 6TH ST 40’ TO BEG. – Owner Joyce Ann Johnson in trust for Benefit of Johnny Mac Kempf, and abatement costs are \$19,050.00– Parcel# 007413760043000
6. 201 N HOLT – Legal Description – All (except the Northwest 66 feet) of lot No.2 in Summer’s addition to the City of Ottumwa, Wapello County Iowa – Owner Kevin Neton Skinner, and abatement costs are \$9,750.00 – Parcel# 007414040003010
7. 157 S IOWA – Legal Description – Lot 8 in Block 4 in Janney’s addition to the City of Ottumwa, Wapello County, Iowa. – Owner Kimberly Ross, and abatement costs are \$24,829.41 – Parcel# 007410830088000
8. 309 MER ROUGE– Legal Description – Auditors sub Division SE 29 72 13 N 100 FT OF AUDITOR LOT 4 SE 29 72 13 in the City of Ottumwa, Wapello County, Iowa. – Owner LAT 87 LLC, and abatement costs are \$17,782.21 – Parcel# 007411600063000
9. 437 N COURT – Legal Description – Lot 5 in D.W. Stewart’s Subdivision of lot 3 of Godfrey’s Subdivision of out lot 29 in the City of Ottumwa, Wapello County, Iowa – Owner Diana Davidson, and abatement costs are \$23,390.00 – Parcel# 007414030001000
10. 115 S ADELLA – Legal Description – Lot six in block thirteen in R.S. Smith’s fourth Addition to the City of Ottumwa, Wapello County, Iowa – Owner Emma Lee Strait, and abatement costs are \$16,575.00 – Parcel# 007417200023000
11. 510 N COURT – Legal Description – Lot One of Elliott’s Addition to the City of Ottumwa, Wapello County, Iowa except the part lying Northeasterly of Terrace Court Drive. – Owner Kenneth Kent and abandonment costs are \$11,075.00 – Parcel# 007410500001000

NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.

Approved, passed and adopted this 5th of November 2024.

CITY OF OTTUMWA, IOWA

BY:



Cara Galloway, Mayor Pro Tem

ATTEST:




Chris Reinhard, City Clerk

2022 ASSESSED DEMOLITION FEES

ADDRESS/CLEAN UP	OWNER'S NAME	LEGAL DESCRIPTION	TOTAL FEES	ASSESSED FEES	W/ASSESSED FEES	CASE #
1 512 N GREEN	YAHARA JUVENAL MARQUEZ	CONANT & CHAMBERS ADD LOT 2 (512 N GREEN)	\$33,831.58	\$150.00	\$33,981.58	4542
2 250 S WARD	ROY HENRY	M J WILLIAMS ADD S 41 1/2' OF W 1/2 LOT 15 (250 S WARD	\$17,177.25	\$150.00	\$17,327.25	7402
3 126 N DAVIS	LIQUIDATOR LLC	R S SMITHS 3RD ADD S 33' LOT 51 BLK 7 (126 N DAVIS ST)	\$14,760.00	\$150.00	\$14,910.00	7399
4 153 S FELLOWS	GLORIA WHITE	JANNEY ADD LOT 9 BLK 3 (153 S FELLOWS)	\$39,930.00	\$150.00	\$40,080.00	7394
5 306 W SIXTH	JOYCE JOHNSON JOHNNY MAC K OTTUMWA ORIG PT 1.26& 27 BLK 1/2-6 BG46' SE NWCOR L27/SW57 2/ SE4		\$18,900.00	\$150.00	\$19,050.00	7395
6 201 N HOLT	KEVIN NEWTON SKINNER	SUMMERS ADDITION SE 66' LOT 2 (201 N HOLT)	\$9,600.00	\$150.00	\$9,750.00	7396
7 157 S IOWA	KIMBERLY ROSS	JANNEY ADD LOT 8 BLK 4 (157 S IOWA AVE)	\$24,679.41	\$150.00	\$24,829.41	4527
8 309 MER ROUGE	LAT 87 LLC	AUD SUB-DIV SE SEC 29-72-13, N 100' OF AL 4, SE SEC 29-72-13 (309 MER ROUGE)	\$17,632.21	\$150.00	\$17,782.21	4528
9 437 N COURT	DIANA DAVIDSON	STEWART'S SUB OF GODFREY'S LOT 5 (437 N COURT)	\$23,240.00	\$150.00	\$23,390.00	7397
10 115 S ADELLA	EMMA LEE STRAIT	R.S SMITH'S 4TH ADD LOT 6 BLK 13 (115 S ADELLA)	\$16,425.00	\$150.00	\$16,575.00	7321
11 510 N COURT	KENNETH KENT	ELLIOTT'S ADD LOT 1 EX PT NE OF TERRACE DR (510 N COURT)	\$10,925.00	\$150.00	\$11,075.00	7315
TOTAL ASSESSED FEES			\$227,100.45	\$1,650.00	\$228,750.45	

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: November 5, 2024

Engineering
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #256-2024. Accept the work as final and complete and approving the Final Pay Request for the Green Street Sewer Improvements – Group A 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 #256-2024.

DISCUSSION: During both the Main Street Projects (Vine Street to Jefferson) and Main Street (Jefferson to Market Street) a separate storm system was installed and then re-combined at the Main and Green Street intersection. This project extended those storm systems under the railroad tracks and connected them to the structure constructed in Group B so they can flow by gravity to the Des Moines River. A new waterline was installed under the railroad tracks at a cost of approximately \$400,000 and will be reimbursed by Ottumwa Water and Hydro.

Change Order #1 increased the contract sum by \$46,047.75.

Original Contract Amount	\$ 1,655,000.00
Change Order #1	\$ 46,047.75
New Contract Amount	\$ 1,701,047.75
Less Previous Payments	\$ 1,562,596.10
Final Amount Due	\$ 138,451.65

J & K Contracting, LLC of Urbandale, Iowa has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment in the amount of \$138,451.65.

Budgeted: \$1,700,000.00

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #256-2024

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND
APPROVING THE FINAL PAY REQUEST
FOR THE GREEN STREET SEWER IMPROVEMENTS – GROUP A PROJECT

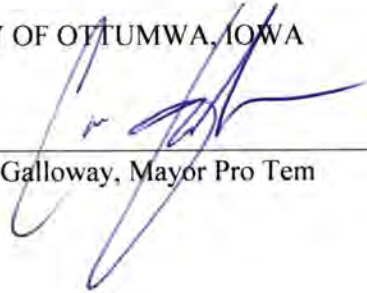
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with J & K Contracting, LLC of Urbandale, Iowa on April 4, 2023 for the above referenced project; and,

WHEREAS, Change Order #1 increased the contract amount by \$46,047.75. The total new contract sum is \$1,701,047.75. 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 Green Street Sewer Improvements – Group A Project is hereby accepted as complete and authorization to make final payment to J & K Contracting, LLC of Urbandale, Iowa in the amount of \$138,451.65 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: Green Street Sewer-Group A

To Contractor: J & K Contracting

Change Order Number: 1

The Contract is changed as follows:

	22-Oct-24
Additional Railroad Flagger Expense	<u>\$9,220.00</u>
Replacement of Unsuitable Backfill 352 CY @ \$80/CY	<u>\$28,160.00</u>
Rock Access Drive for Alliant Substation	<u>\$1,582.50</u>
Sanitary Sewer Repair-Side of Trunk missing	<u>\$9,762.50</u>
Concrete Reinforcement #3 Rebar-\$21.45 / Stick @ 53 Sticks	<u>\$1,136.85</u>
Aggregate Shoulder Along Mill Street-South of RR Tracks	<u>\$1,247.90</u>
Adjustment of Qtys. (See Tab Sheet)	<u>-\$5,062.00</u>
Total:	<u>\$46,047.75</u>

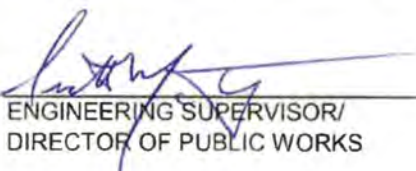
Base bid amount \$1,655,000.00

NEW PROJECT TOTAL \$1,701,047.75

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$1,655,000.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$1,655,000.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$46,047.75</u>
The new Contract Sum including this change order	<u>\$1,701,047.75</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.


ENGINEERING SUPERVISOR/
DIRECTOR OF PUBLIC WORKS

10-25-2024
DATE

J & K Contracting
CONTRACTOR

10/25/24
DATE

BY 

Project Manager
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Green Street Sewer-Group A

PAY REQUEST NO. 7

Final

FROM CONTRACTOR: J & K Contracting

PAY PERIOD: 21-Oct-24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$1,655,000.00</u>
2. Net change by Change Orders	<u>\$46,047.75</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$1,701,047.75</u>
4. Total Completed and Stored to Date	<u>\$1,701,047.75</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$1,701,047.75</u>
7. Less Previous Payments	<u>\$1,562,596.10</u>
8. Current Payment Due	<u>\$138,451.65</u>

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: J+K Contracting LLC

DATE: 10/25/24

BY: [Signature]

TITLE: Project 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.

[Signature]
ENGINEER SUPERVISOR/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$138,451.65

DATE: 10-25-2024

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: November 5, 2024

Engineering Department
Department

Phillip Burgmeier
Prepared By
Phillip Burgmeier
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #257-2024. Authorizing the Mayor to execute four (4) Permanent Easements and four (4) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for the CSO Phase 8 Division 2, Sewer Separation 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 #257-2024.

DISCUSSION: In order to construct and maintain parts of the Phase 8 Division 2 storm collection system the attached easements are required. Staff has met and worked with each property owner explaining in detail the planned improvements. Existing driveways and seeded areas will be restored once work has been completed.

The permanent easements will be recorded and will be deemed to run with the land.

The temporary easements are in effect during construction and allow areas wide enough for construction activities. The temporary easements will terminate upon completion of the construction project.

Total cost of easements: \$2,860.00.

Current construction estimate: \$5,100,000.00.

Source of Funds:
\$2,500,000 STAG Grant
\$2,600,000 Sewer Fund Balance
(An estimated \$250,000 will be reimbursed by OWW for water main construction)

Source of Funds: STAG and Sewer Fund Budgeted Item: No Budget Amendment Needed: Yes

RESOLUTION #257-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FOUR (4) PERMANENT EASEMENTS AND FOUR (4) TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE CSO PHASE 8 DIVISION 2, SEWER SEPARATION PROJECT

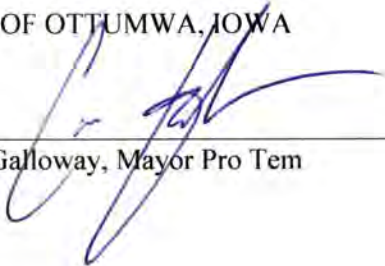
WHEREAS, The project includes the installation of new storm sewer lines.

WHEREAS, This resolution will authorize the Mayor to sign the easements with the property owners for construction of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the four (4) permanent easements and four (4) temporary construction easement agreements for Construction and Maintenance of Public Improvements for the CSO Phase 8 Division 2, Sewer Separation Project.

APPROVED, PASSED, AND ADOPTED, this 5th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Donald D & Melody M. Exline**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of constructing a sanitary sewer together with necessary appurtenances thereto:

A Temporary Construction Easement over and across Lot 2 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence North 00°30'45" West 37.77 feet along the East line of said Lot 2; thence North 88°56'45" West 47.89 feet; thence North 15°16'05" West 10.96 feet to the North line of said Lot 2; thence South 89°21'30" West 51.67 feet along said North line; thence South 15°16'05" East 35.17 feet; thence North 87°34'45" East 23.09 feet; thence South 02°25'15" East 16.70 feet to the South line of said Lot 2; thence North 89°11'05" East 69.75 feet along said South line to the Point of Beginning, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 2,164 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner **\$175.00 (One Hundred Seventy-Five Dollars)**, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of four (4) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 5 day of November, 2024.

CITY OF OTTUMWA, IOWA

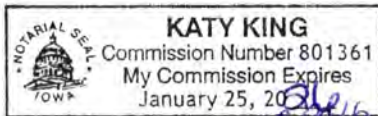
By: _____

~~Richard W. Johnson, Mayor~~
Cara Galloway Mayor Pro Tem

Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 5th day of November, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway ^{CR} ~~Richard W. Johnson~~ to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 257-2024. Adopted by the City Council on the 5 day of November, 2024, and that ~~Richard W. Johnson~~ and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 29th day of July, 2024.

PROPERTY OWNER:

By: Donald D. Exline
Donald D. Exline

By: Melody M. Exline
Melody M. Exline

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF WAPELLO) SS

On this 29th day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald D. Exline and Melody M. Exline to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(S):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S),
- ADMINISTRATOR(S),
- or TRUSTEE(S)
- GUARDIAN(S)
- or CONSERVATOR(S)
- OTHER: _____



(NOTARY SEAL)

(Sign in ink) Alicia L. Bankson
(Print/type name) Alicia L. Bankson
Notary Public in and for the State of Iowa

**SANITARY SEWER EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Kristine Stone, Ahlers & Cooney, PC, 100 Court Ave., Suite 600, Des Moines, IA 50309, (515) 243-7611

Return Document to:

Ottumwa City Clerk, 105 E 3rd St., Ottumwa, IA 52501

Name of Grantor:

Donald D. Exline & Melody M. Exline

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Donald D. Exline and Melody M. Exline** (collectively, the "Grantor"), in consideration of the sum of **Eight Hundred and Sixty Dollars (\$860.00)**, the paving and widening of the existing driveway, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Manhole Construction. City agrees to sink and bury the manhole to be constructed within the Easement Area.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Not Used.
10. Not Used.

(Remainder of Page Intentionally left Blank)

11. CONSENT AND SUBORDINATION OF MORTGAGE HOLDER. GreenState Credit Union is the holder of a Mortgage on the Property dated November 6, 2023, and recorded November 13, 2023, in Book 2023 on Page 4066 of the Wapello County records. By signing this Agreement, GreenState Credit Union, its successors and assigns, consents to the terms of this easement agreement and hereby subordinates its mortgage interest in the Easement Area to the interest of the City and its successors and assigns.

Consented to by GreenState Credit Union

By: 

Name: CHRISTOPHER PECK

Title: CHIEF LEGAL OFFICER

STATE OF IOWA)

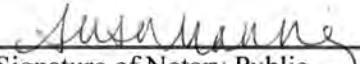
)

) ss:

COUNTY OF JOHNSON)

)

On this 7 day of June, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Christopher Peck, who, being by me duly sworn did state that he is the Chief Legal Officer of GreenState Credit Union; that the foregoing instrument was signed on behalf of the credit union; and that he, as the Chief Legal Officer, acknowledged the execution of the instrument to be the voluntary act and deed of the credit union.


Signature of Notary Public)



That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 29th day of July, 2024.

PROPERTY OWNER:

By: Don D
Donald D. Exline

By: Melody Exline
Melody M. Exline

ALL PURPOSE ACKNOWLEDGMENT

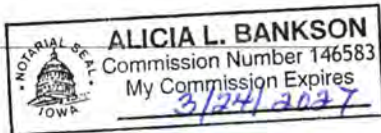
STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 29th day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald D. Exline and Melody M. Exline, ___ to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s),
- _____ ADMINISTRATOR(s),
- _____ or TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ or CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL)



(Sign in ink) Alicia L. Bankson
(Print/type name) Alicia L. Bankson
Notary Public in and for the State of Iowa

Signed the 5 day of November, 2024.

CITY OF OTTUMWA, IOWA

By: [Signature]
~~CR Richard W. Johnson~~ Mayor Pro Tem
Cara Galloway

Attest: [Signature]
Chris Reinhard, City Clerk



STATE OF IOWA)
WAPELLO COUNTY) SS
)

On this 5th day of November 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway ~~CR Richard W. Johnson~~ and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No 257-2024 Adopted by the City Council on the 5 day of November 2024 and that ~~Richard W. Johnson~~ and Chris CR Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed Cara Galloway

[Signature]
Notary Public in and for Wapello County, Iowa



Exhibit "A"

A Permanent Sanitary Sewer Easement over and across Lot 2 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 2; thence North 00°30'45" West 22.77 along the East line thereof to the Point of Beginning of said centerline; thence North 88°56'45" West 59.54 feet; thence North 15°16'05" West 26.12 feet to the North line of said Lot 2 and terminating thereat, containing 1,713 square feet.

INDEX LEGEND	
LOCATION:	LOT 2, BLOCK 8, BLAKES ADDITION OTTUMWA, IOWA
PROPRIETOR:	DONALD D. & MELODY M. EXLINE
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



Document 2024 4079

Book 2024 Page 4079 Type 11 001 Pages 1
Date 11/01/2024 Time 8:30:39AM
Rec Amt \$7.00

INDEX
CHK
SCAN

IMAG
AUD

Ass ✓

LISA KENT, RECORDER
WAPELLO COUNTY IOWA



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

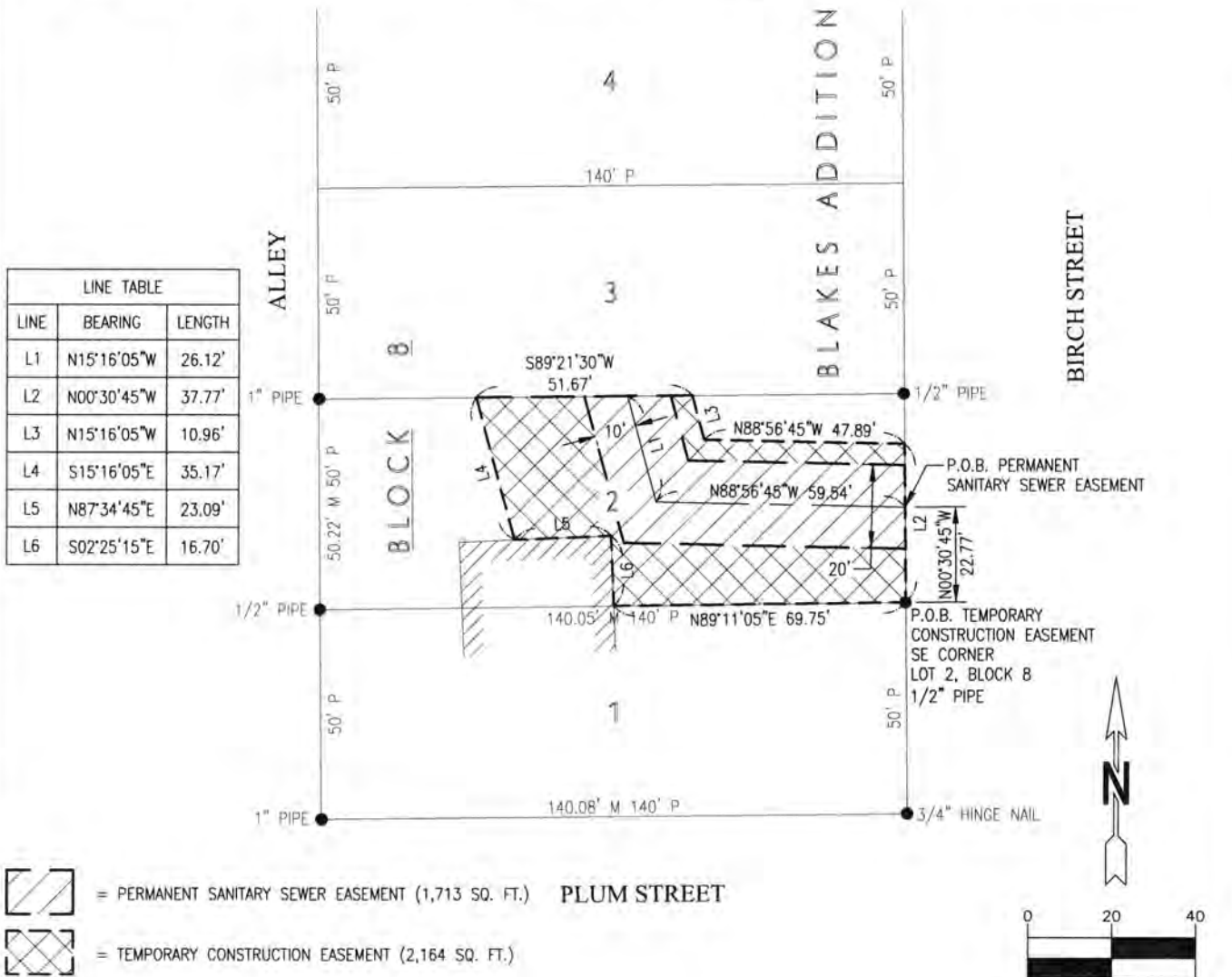
EASEMENT PLAT

A Permanent Sanitary Sewer Easement over and across Lot 2 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 2; thence North 00°30'45" West 22.77 along the East line thereof to the Point of Beginning of said centerline; thence North 88°56'45" West 59.54 feet; thence North 15°16'05" West 26.12 feet to the North line of said Lot 2 and terminating thereat, containing 1,713 square feet.

A Temporary Construction Easement over and across Lot 2 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence North 00°30'45" West 37.77 feet along the East line of said Lot 2; thence North 88°56'45" West 47.89 feet; thence North 15°16'05" West 10.96 feet to the North line of said Lot 2; thence South 89°21'30" West 51.67 feet along said North line; thence South 15°16'05" East 35.17 feet; thence North 87°34'45" East 23.09 feet; thence South 02°25'15" East 16.70 feet to the South line of said Lot 2; thence North 89°11'05" East 69.75 feet along said South line to the Point of Beginning, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 2,164 square feet.



DATE OF FIELDWORK: FEBRUARY 2024
BASIS OF BEARINGS: IOWA STATE PLANE, SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Bobby J. Maddaleno 5-7-24
 Bobby J. Maddaleno, P.L.S. Date
 License number: 19960
 My license renewal date is December 31, 2025
 Pages or sheets covered by this seal: 1



DONALD D. & MELODY M. EXLINE
LOT 2, BLOCK 8
BLAKES ADDITION
OTTUMWA, IOWA

DATE: 03/08/24	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6024035	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Richard V. Yeoman**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of constructing a sanitary sewer together with necessary appurtenances thereto:

A Temporary Construction Easement over and across Lot 3 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land 50 feet wide lying 35 feet Westerly and 15 feet Easterly of the following described centerline:

Commencing at the Southeast corner of said Lot 3; thence South 89°21'30" West 66.17 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.71 feet to the North line of said Lot 3 and terminating thereat, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 1,551 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner **\$125.00 (One Hundred Twenty-Five Dollars)**, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of four (4) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 5 day of November, 2024.

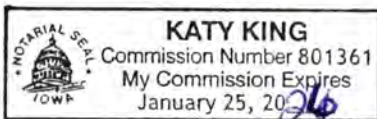
CITY OF OTTUMWA, IOWA

By: [Signature]
CR Richard W. Johnson, Mayor Pro Tem
Cara Galloway

Attest: [Signature]
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 5th day of November, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway CR Richard W. Johnson, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 257-2024 Adopted by the City Council on the 5 day of November, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed. Cara Galloway CR



[Signature]
Katy King
Notary Public in and for Wapello County, Iowa

Signed the 13th day of May, 2024.

PROPERTY OWNER:

By: [Signature]
Richard V. Yeoman

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

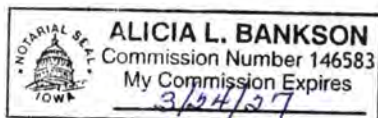
On this 13th day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard V. Yeoman, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s).
- _____ ADMINISTRATOR(s),
- _____ or TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ or CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL) _____

(Sign in ink) [Signature]
(Print/type name) Alicia L. Bankson
Notary Public in and for the State of Iowa



SANITARY SEWER EASEMENT
(Recorder's Cover Sheet)

Preparer Information:

Chad Carlson, City of Ottumwa, Wapello County, Iowa 52501 (Phone 641-683-0680)

Return Document to:

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

Name of Grantor:

Richard V. Yeoman

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Richard V. Yeoman** (collectively, the "Grantor"), in consideration of the sum of **Five Hundred Twenty Dollars (\$520.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a **permanent easement** under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Five Year Right to Renegotiate. City hereby gives notice of the five-year right of Grantor to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 13th day of May, 2024.

PROPERTY OWNER:

By: Richard V. Yeoman
Richard V. Yeoman

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 13th day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard V. Yeoman, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
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- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s),
- _____ ADMINISTRATOR(s),
- _____ or TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ or CONSERVATOR(s)
- _____ OTHER: _____

(Sign in ink) Alicia L. Bankson
(Print/type name) Alicia L. Bankson
Notary Public in and for the State of Iowa

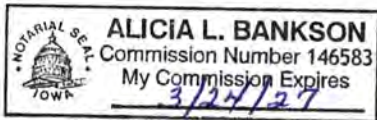


Exhibit "A"

A Permanent Sanitary Sewer Easement over and across Lot 3 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 3; thence South 89°21'30" West 66.17 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.71 feet to the North line of said Lot 3 and terminating thereat, containing 1,034 square feet.



Document 2024 4080

Book 2024 Page 4080 Type 11 001 Pages 1
Date 11/01/2024 Time 8:30:40AM
Rec Amt \$7.00

INDEX
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LISA KENT, RECORDER
WAPELLO COUNTY IOWA

INDEX LEGEND	
LOCATION:	LOT 3, BLOCK 8, BLAKES ADDITION OTTUMWA, IOWA
PROPRIETOR:	RICHARD V. YEOMAN
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

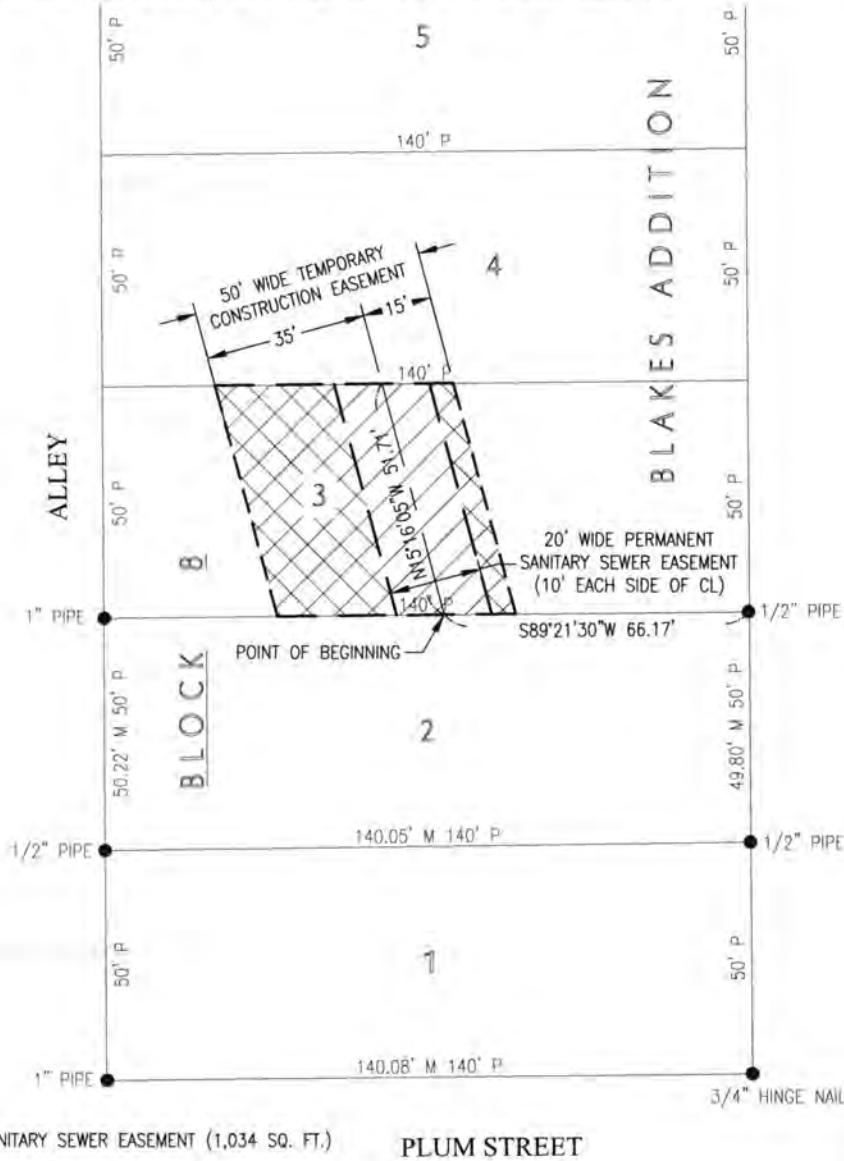
EASEMENT PLAT

A Permanent Sanitary Sewer Easement over and across Lot 3 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 3; thence South 89°21'30" West 66.17 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.71 feet to the North line of said Lot 3 and terminating thereat, containing 1,034 square feet.

A Temporary Construction Easement over and across Lot 3 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land 50 feet wide lying 35 feet Westerly and 15 feet Easterly of the following described centerline:

Commencing at the Southeast corner of said Lot 3; thence South 89°21'30" West 66.17 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.71 feet to the North line of said Lot 3 and terminating thereat, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 1,551 square feet.



BIRCH STREET

PLUM STREET

- = PERMANENT SANITARY SEWER EASEMENT (1,034 SQ. FT.)
- = TEMPORARY CONSTRUCTION EASEMENT (1,551 SQ. FT.)

DATE OF FIELDWORK: FEBRUARY 2024
BASIS OF BEARINGS: IOWA STATE PLANE, SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

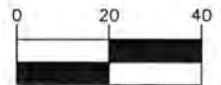
Bobby J. Maddaleno 5-7-24
Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: 1



RICHARD V. YEOMAN
LOT 3, BLOCK 8
BLAKES ADDITION
OTTUMWA, IOWA

DATE: 03/08/24	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6024035	

- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Remhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Jose Magdaleno Rodriguez Palencia & Griselda Andrade Ramirez**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of constructing a sanitary sewer together with necessary appurtenances thereto:

A Temporary Construction Easement over and across Lot 4 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land 50 feet wide lying 35 feet Westerly and 15 feet Easterly of the following described centerline:

Commencing at the Southeast corner of said Lot 4; thence South 89°20'30" West 79.34 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.70 feet to the North line of said Lot 4 and terminating thereat, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 1,551 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner **\$125.00 (One Hundred Twenty-Five Dollars)**, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of four (4) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 5 day of November, 2024

CITY OF OTTUMWA, IOWA

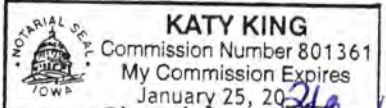
By: [Signature]
~~Richard W. Johnson~~, Mayor Pro Tem
Cara Galloway



Attest: [Signature]
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 5th day of November, 2024 before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway ~~Richard W. Johnson~~, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 257-2024 Adopted by the City Council on the 5 day of November, 2024, and that ~~Richard W. Johnson~~ and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed. Cara Galloway CR



[Signature]
Notary Public in and for Wapello County, Iowa

Signed the 23rd day of May, 2024

PROPERTY OWNER:

By: [Signature]
Jose Magdaleno Rodriguez Palencia

By: [Signature]
Griselda Andrade Ramirez

ALL PURPOSE ACKNOWLEDGMENT

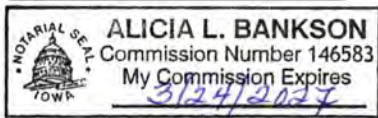
STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 23rd day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jose Magdaleno Rodriguez Palencia and Griselda Andrade Ramirez to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

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- _____ No Corporate Seal procured
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- _____ EXECUTOR(S).
- _____ ADMINISTRATOR(S).
- _____ or TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ or CONSERVATOR(S)
- _____ OTHER: _____

(NOTARY SEAL)



(Sign in ink) [Signature]
(Print/type name)

Notary Public in and for the State of Iowa

**SANITARY SEWER EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Chad Carlson, City of Ottumwa, Wapello County, Iowa 52501 (Phone 641-683-0680)

Return Document to:

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

Name of Grantor:

Jose Magdaleno Rodriguez Palencia & Griselda Andrade Ramirez

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Jose Magdaleno Rodriguez Palencia** and **Griselda Andrade Ramirez** (collectively, the "Grantor"), in consideration of the sum of **Five Hundred Twenty Dollar (\$520.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a **permanent easement** under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

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1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
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3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

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[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 23rd day of May, 2024.

PROPERTY OWNER:

By: Jose M Rodriguez Palencia
Jose Magdaleno Rodriguez Palencia

By: Griselda Andrade Ramirez
Griselda Andrade Ramirez

ALL PURPOSE ACKNOWLEDGMENT

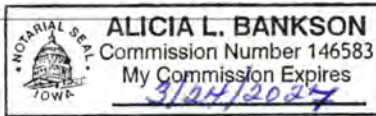
STATE OF IOWA)
) SS
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CAPACITY CLAIMED BY SIGNER:

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- _____ GUARDIAN(S)
- _____ or CONSERVATOR(S)
- _____ OTHER: _____

(NOTARY SEAL)

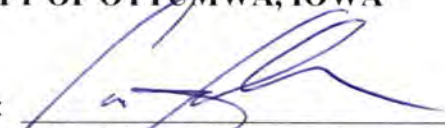


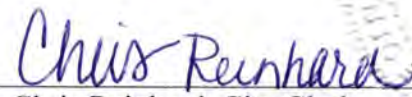
(Sign in ink) Alicia L. Bankson
(Print/type name)

Notary Public in and for the State of Iowa

Signed the 5 day of November, 2024.

CITY OF OTTUMWA, IOWA

By: 
~~CR Richard W. Johnson~~, Mayor Pro Tem
Cara Galloway

Attest: 
Chris Reinhard, City Clerk

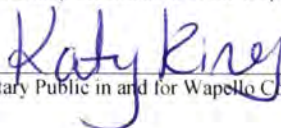


STATE OF IOWA)

WAPELLO COUNTY)

) SS:
)

On this 5th day of November 2024 before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway ~~CR Richard W. Johnson~~ and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 257-2024 Adopted by the City Council on the 5 day of November, 2024, and that ~~Richard W. Johnson~~ and Chris ~~Reinhard~~ ^{CR} Galloway acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed Cara Galloway


Notary Public in and for Wapello County, Iowa

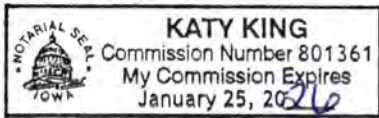


Exhibit "A"

A Permanent Sanitary Sewer Easement over and across Lot 4 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 4; thence South 89°20'30" West 79.34 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.70 feet to the North line of said Lot 4 and terminating thereat, containing 1,034 square feet.

INDEX LEGEND	
LOCATION:	LOT 4, BLOCK 8, BLAKES ADDITION OTTUMWA, IOWA
PROPRIETOR:	JOSE MAGDELENO RODRIGUEZ PALENCIA & GRISelda ANDRADE RAMIREZ
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



Document 2024 4081

Book 2024 Page 4081 Type 11 001 Pages 1
Date 11/01/2024 Time 8:30:41AM
Rec Amt \$7.00

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LISA KENT, RECORDER
WAPELLO COUNTY IOWA



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

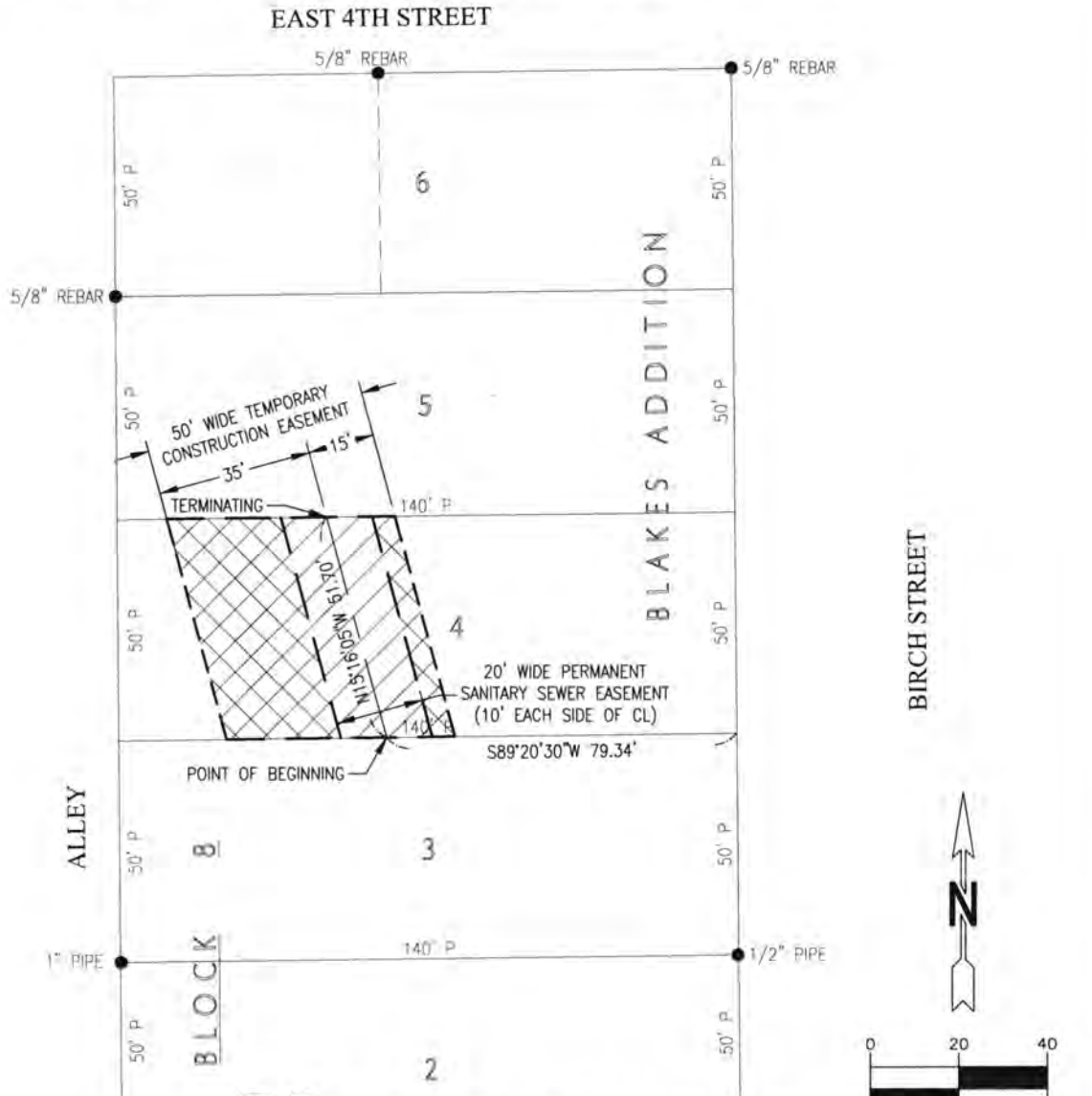
EASEMENT PLAT

A Permanent Sanitary Sewer Easement over and across Lot 4 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land twenty feet wide lying 10 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Lot 4; thence South 89°20'30" West 79.34 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.70 feet to the North line of said Lot 4 and terminating thereat, containing 1,034 square feet.

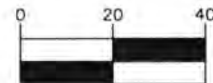
A Temporary Construction Easement over and across Lot 4 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being a strip of land 50 feet wide lying 35 feet Westerly and 15 feet Easterly of the following described centerline:

Commencing at the Southeast corner of said Lot 4; thence South 89°20'30" West 79.34 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 51.70 feet to the North line of said Lot 4 and terminating thereat, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 1,551 square feet.



- = PERMANENT SANITARY SEWER EASEMENT (1,034 SQ. FT.)
- = TEMPORARY CONSTRUCTION EASEMENT (1,551 SQ. FT.)

- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: FEBRUARY 2024
BASIS OF BEARINGS: IOWA STATE PLANE, SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 5-7-24
Bobby J. Maddaleno, P.L.S. Date

License number: 19960
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: 1



JOSE MAGDELENO
RODRIGUEZ PALENCIA &
GRISelda ANDRADE RAMIREZ
LOT 4, BLOCK 8
BLAKES ADDITION
OTTUMWA, IOWA

DATE: 03/08/24	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6024035	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone 641-638-0680)

Return to City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Angelita Gonzalez**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of constructing a sanitary sewer together with necessary appurtenances thereto:

A Temporary Construction Easement over and across Lot 5 in Block 8 in Blakes Addition to the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 5; thence South 89°19'30" West 77.01 feet along the South line thereof to the Point of Beginning; thence North 15°16'05" West 51.71 feet to the North line of said Lot 5; thence South 89°18'40" West 49.72 feet along the North line of said Lot 5 to the Northwest corner thereof; thence South 00°28'10" East 7.35 feet along the West line of said Lot 5; thence South 15°16'05" East 44.10 feet to the South line of said Lot 5; thence North 89°19'30" East 51.67 feet along said South line to the Point of Beginning, excepting therefrom the above described Permanent Sanitary Sewer Easement. Said Temporary Construction Easement contains 1,805 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner **\$145.00 (One Hundred Forty-Five Dollars)**, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of four (4) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

**SANITARY SEWER EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Kristine Stone, Ahlers & Cooney, PC, 100 Court Ave., Suite 600, Des Moines, IA 50309, (515) 243-7611

Return Document to:

Ottumwa City Clerk, 105 E 3rd St., Ottumwa, IA 52501

Name of Grantor:

Angelita Gonzalez

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Angelita Gonzalez** (the "Grantor"), in consideration of the sum of **Three Hundred Ninety Dollars (\$390.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Five Year Right to Renegotiate. City hereby gives notice of the five-year right of Grantor to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.
10. CONSENT AND SUBORDINATION OF MORTGAGE HOLDER. US Bank National Association is the holder of a Mortgage on the Property dated February 26, 2013, and recorded February 27, 2013, in Book 2013 on Page 0849 of the Wapello County records. By signing this Agreement, US Bank National Association, its successors and assigns, consents to the terms of this easement agreement and hereby subordinates its mortgage interest in the Easement Area to the interest of the City and its successors and assigns.

Consented to by US Bank National Association

By: Rebecca Mayfield
 Name: Rebecca Mayfield
 Title: Officer

STATE OF Kentucky)
) ss:
 COUNTY OF DAVIESS)

On this 9th day of May, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Rebecca Mayfield, who, being by me duly sworn did state that he is the Officer of US Bank National Association; that the foregoing instrument was signed on behalf of the bank; and that he, as the Officer, acknowledged the execution of the instrument to be the voluntary act and deed of the bank.

Katelyn Anderson
 Signature of Notary Public

KATELYN ANDERSON
 NOTARY PUBLIC
 STATE AT LARGE
 KENTUCKY
 COMMISSION # KYNP17927
 MY COMMISSION EXPIRES NOV. 28, 2024

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 23rd day of May, 2024.

PROPERTY OWNER:

By: Angelita Gonzalez
Angelita Gonzalez

ALL PURPOSE ACKNOWLEDGMENT

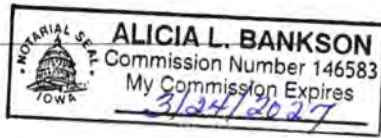
STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 23rd day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Angelita Gonzalez to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
CORPORATE
Title(s) of Corporate Officer(s):
Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s):
Limited Partnership
General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s).
ADMINISTRATOR(s).
or TRUSTEE(s)
GUARDIAN(s)
or CONSERVATOR(s)
OTHER:

(NOTARY SEAL)



(Sign in ink) Alicia L. Bankson
(Print/type name)

Notary Public in and for the State of Iowa

Signed the 5 day of November, 2024.

CITY OF OTTUMWA, IOWA

By: [Signature]
~~Richard W. Johnson~~, Mayor Pro Tem
Cara Galloway



Attest: [Signature]
Chris Reinhard, City Clerk

STATE OF IOWA)

WAPELLO COUNTY)

) SS:

On this 5th day of November 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Cara Galloway ~~Richard W. Johnson~~ and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 257-2024 Adopted by the City Council on the 5 day of November 2024 and that ~~Richard W. Johnson~~ and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed. Cara Galloway

[Signature]
Notary Public in and for Wapello County, Iowa

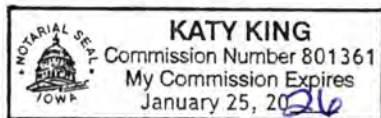


Exhibit "A"

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Commencing at the Southeast corner of said Lot 5; thence South 89°19'30" West 92.51 feet along the South line thereof to the Point of Beginning of said centerline; thence North 15°16'05" West 38.65 feet and terminating thereat, containing 773 square feet.

INDEX LEGEND	
LOCATION:	LOT 5, BLOCK 8, BLAKES ADDITION OTTUMWA, IOWA
PROPRIETOR:	ANGELITA GONZALEZ
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



Document 2024 4082

Book 2024 Page 4082 Type 11 001 Pages 1
Date 11/01/2024 Time 8:30:42AM
Rec Amt \$7.00

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WAPELLO COUNTY IOWA

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AUD ASS



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

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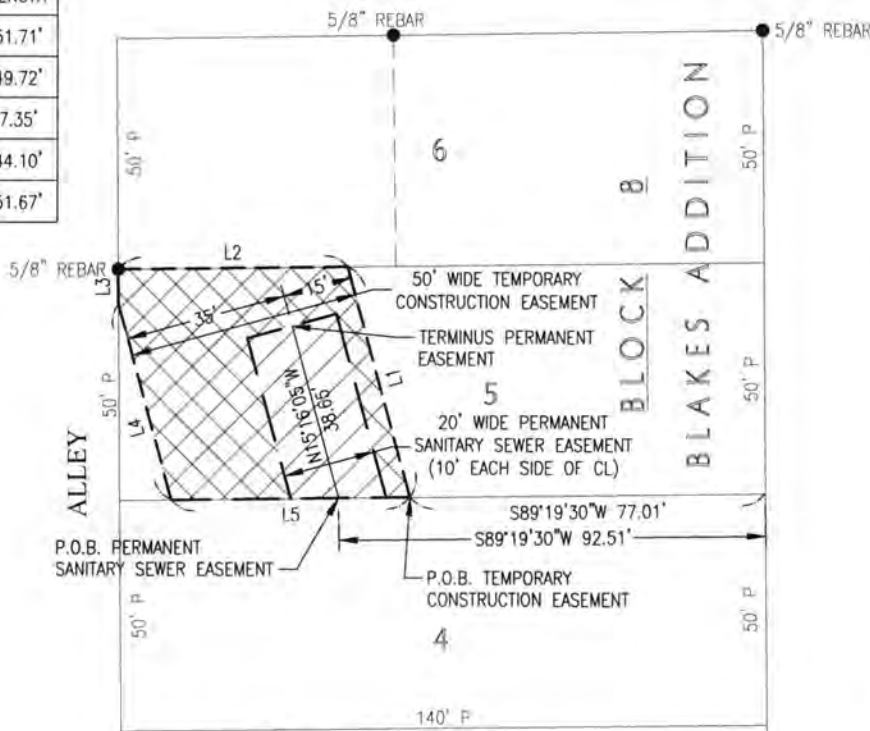
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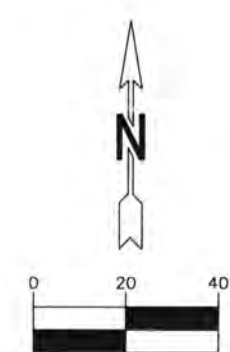
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EAST 4TH STREET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°16'05"W	51.71'
L2	S89°18'40"W	49.72'
L3	S00°28'10"E	7.35'
L4	S15°16'05"E	44.10'
L5	N89°19'30"E	51.67'



BIRCH STREET



- = PERMANENT SANITARY SEWER EASEMENT (773 SQ. FT.)
- = TEMPORARY CONSTRUCTION EASEMENT (1,805 SQ. FT.)

- = PROPERTY CORNER FOUND
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION

DATE OF FIELDWORK: FEBRUARY 2024
BASIS OF BEARINGS: IOWA STATE PLANES, SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Bobby J. Maddaleno 5-7-24
Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: 1



ANGELITA GONZALEZ
LOT 5, BLOCK 8
BLAKES ADDITION
OTTUMWA, IOWA

DATE: 03/08/24	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 6024035	

G:\Projects\6024035 - Ottumwa - 2024 - Blakes Branch Sewer Easements\Drafting\Civil_3D Base Drawings\Easements_6024035.dwg

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

received

Council Meeting of : Nov 5, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 258-2024: A RESOLUTION APPROVING PURCHASE POLICIES AND PROCEDURES FOR THE CITY OF OTTUMWA, IOWA

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

RECOMMENDATION: Approve Resolution 258-2024 - the resolution in accordance with Ordinance 3226-2024 and adopt the Purchase Policies and Procedures as submitted.

DISCUSSION: The revisions are updates to language in Sec. II changing terminology that matches the new financial software terminology and processes. Additional changes are made in Sec. III matching new bidding thresholds for public projects as set by the State of Iowa. Competitive bidding threshold was lowered to \$62,000 from \$65,000 and vertical infrastructure formal bidding process was increased to \$206,000 from \$196,000.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 258-2024

A RESOLUTION ADOPTING PURCHASE POLICIES AND PROCEDURES FOR THE CITY OF OTTUMWA, IOWA

WHEREAS, the City Council for Ottumwa, Iowa has adopted Ordinance 3226-2024 amending Chapters 2-233 and 2-234 of the Ottumwa Municipal Code relating to Specific Purchases; and

WHEREAS, per said Ordinance, the City Council for Ottumwa, Iowa is to adopt Purchase Policies and Procedures for the City of Ottumwa by resolution; and

WHEREAS, said policies and procedures were approved by the City Council for Ottumwa, Iowa on July 16, 2024; and

WHEREAS, certain revisions are now required and have been submitted to the City Council of Ottumwa, Iowa for consideration.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT, the Revised Purchase Policies and Procedures for the City of Ottumwa, Iowa are hereby by adopted.

PASSED, APPROVED, AND ADOPTED this 5th day of November 2024.



Cara Galloway, Mayor Pro Tem

Attest:



Chris Reinhard, City Clerk



Purchasing Policies and Procedures Adopted _____

The intent of the Ottumwa City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. Supplies, equipment, construction and services should be obtained efficiently and economically, and in compliance with applicable law and agency regulations. Procurement decisions should be made through full and open competition.

Further, these following procedures ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

This policy applies to the procurement of all supplies, equipment, and construction and services of and for the City of Ottumwa that include any federal program funding. Regarding any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements; Part 200.2 CFR references are noted. All other appropriate sections of Iowa Code and the Ottumwa Code of Ordinances shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or the most restrictive requirement will be followed.

I. Policies

A. It shall be the responsibility of the Department Head to ensure that all policies and procedures are followed by their department.

B. The Department Head shall be responsible for all purchases for their department. At the Department Heads' discretion, they may delegate approval authority to secondary supervisors for purchases not to exceed \$1,000.

C. The purchasing methods described herein shall be followed when purchasing goods and services on behalf of the City.

D. All purchases for capital equipment or capital improvements must be approved in advance by the City Administrator and by the City Council, when required.

E. All applicable paperwork should be forwarded to the Finance Department as promptly as possible to expedite processing.

F. No purchase made by an employee shall bind the City to receive and/or pay for the goods or service procured, unless authorized by the methods described herein. **All contracts** for goods and services must be approved by the City Council in the manner provided in the Ottumwa Code of Ordinances. **No contract shall be executed by anyone other than the person authorized by Resolution of the City Council.**

G. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendors' invoices, the cancellation of purchase orders or purchasing privileges, or other sanctions as necessary.

H. Transactions shall not be split into smaller parts in order to circumvent the dollar limitations and requirements of this policy.

I. The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be obtained from the City Administrator, or by the Finance Department if such authority has been so delegated.

J. Employee reimbursements should be kept to a minimum and shall be limited to emergencies, collective bargaining agreement allowances, and travel/training where said expenditures cannot reasonably be approved in advance. Sales tax will only be reimbursed to employees for these types of transactions.

K. Department heads must verify and ensure that all purchases for items being funded by State or Federal grants or other grants qualify for the guidelines and requirements of the grant and do NOT exceed available grant funds unless approved by the City Administrator, or by the Finance Department if such authority has been so delegated.

L. Local Preference Given – The City of Ottumwa recognizes that the success of our City is directly linked to the success of our local businesses. For this reason the City of Ottumwa allows locally-owned businesses located within the City of Ottumwa corporate limits a five (5) percent preference on purchases (up to a maximum differential of \$5,000). Purchases which are made through the formal bid process (i.e. construction projects) must be awarded to the lowest responsive, responsible bidder per Code of Iowa requirements. Local preference is not allowed where federal dollars will be used (200.319), or where the Iowa Code Chapter 26 so requires.

M. Where possible, department heads are required to coordinate their purchasing activities with other departments in order to obtain the best purchase price available.

N. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (200.321)

1. Staff shall assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
2. Staff shall place qualified small and minority businesses and women's business enterprises on solicitation lists;
3. Staff, whenever lawfully permitted, shall divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Staff shall establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Staff shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Staff shall require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

II. Methods and Procedures

All purchases, regardless of dollar amount or bidding method, must use one of the following purchasing methods. These methods of purchasing goods and services are available for purchases not requiring formal bidding and council approval:

1. Purchase order
2. Blanket purchase order
3. Purchase voucher
4. Emergency purchase order
5. Certain exceptions

A. A purchase order is mandatory for all purchases with the only exceptions being listed in this document. In order to obtain a purchase order, it is required that a purchase requisition be created **prior** to placing the order with the vendor. A purchase order is created using the following steps:

Step 1 - A purchase order is created via miViewPoint. The form must be properly completed, including appropriate descriptions, required approvals, and correct fund/account numbers. All information is reviewed and verified by the department head or their designee.

Step 2 - miViewPoint will generate a purchase order number and that number is to accompany all documentation of the purchase. An original is generated by the purchasing department to send to the vendor, if required. The Finance Department will retain a second copy to be included as backup for payment of the invoice.

Step 3 - The purchasing department orders the goods or services. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number, and the goods received should be verified against the invoice and the purchase order by the department.

B. The blanket purchase order may be issued to qualified vendors for the procurement of regular, ordinary, and necessary purchases. Annual purchase orders should only be used with vendors with a high volume of usage. Improper use of an annual purchase order will result in its cancellation. Annual purchase orders should not be used for:

1. Travel and training (see travel and training policy)
2. Initiating ongoing service, utility, or maintenance contracts
3. Purchasing capital equipment

An annual purchase order is obtained using the following steps:

Step 1 – A purchase order form should be submitted to the Finance Department via miViewPoint similar to that of a regular purchase order. A blanket purchase order is issued for a period of time not to extend past the end of the current fiscal year. It should also include an estimate of the amount to be purchased over this period of time. The department's budget will be encumbered by the amount estimated. The amount to be encumbered cannot exceed the amount available in the budget. Once the estimated purchase amount or the time period has been exceeded, the blanket purchase order will be canceled.

Step 2 – The purchasing department should make arrangements with the vendor to purchase under the blanket purchase order. Every department wishing to purchase with a vendor using a blanket purchase order should submit for its own blanket purchase order with that vendor.

Step 3 – The purchasing department orders the goods or services. The blanket purchase order number must be known in order for a purchase to be made from the vendor. As noted on the face of the purchase order, all invoices are to be sent to the City Hall address. All vendor invoices should indicate the purchase order number.

C. Purchase vouchers are to be used for procurement of regular, ordinary, and necessary purchases under \$400 in total for non-local purchases and \$1,000 for purchase within Ottumwa when using a charge account or purchase card. The Finance Department will provide a purchase voucher template that shall be available prior to the purchase. Receipts for such purchases shall be immediately attached to the voucher which will then be approved by the department head or their designee. The line item code and a brief description must be entered on the voucher and submitted to the finance department in a timely fashion. Purchase vouchers should not be used for:

1. Travel and training (see travel and training policy)
2. Initiating ongoing service, utility, or maintenance contracts
3. Purchasing capital equipment

D. Certain exceptions to the above purchasing methods are as follows:

1. Gasoline credit card purchases
2. Payments for contracted rents and leases (PO required before entering into such an agreement)
3. Utilities and long-term service or maintenance contracts (PO required before entering into such an agreement)
4. Travel and training (See travel and training policy)/Employee reimbursements
5. Subscription, Dues, and Membership renewals (PO required before initiating a new service)
6. Damage claims.
7. Certain budgeted contributions to outside agencies
8. Property acquisitions through City Attorney
9. Contracts and purchases approved by City Council (PO is optional)

Unless listed above, all purchases require some form of purchase order number.

III. Informal and Formal Bidding

A. Informal Quotation Process; CFR 200.320(a) & 200.320(b)

1. The purchase of any goods or services with a total value between \$1,000 and \$10,000 requires at least three verbal quotes and the quotes received may be documented on a "Verbal Quotes Recording Sheet", as attached to this policy. These quotations can be either telephone quotations or from a suppliers catalog. After recording all three quotes, reviewing the prices and determining the low bidder who has met the requirements subject to the Local Preference provisions outlined in Section I L. of this policy, the employee may prepare the requisition.

- Only the original "Verbal Quotes Recording Sheet" is acceptable as an attachment to the request.
- When obtaining verbal quotations, you are subject to certain legal constraints:
 - a. Do not reveal one vendor's price to another until the purchase has been approved.
 - b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the verbal quotation process requesting to revise the price, you may accept the new price.)
- A "No Bid" is not considered a bid when obtaining verbal quotations. Three prices are to be obtained. If after contacting 6 or more vendors or as many vendors that are available, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.
- Reasons for not accepting the low quote should be fully explained on the requisition form.

2. The purchase of any goods or services whose total value is between \$10,000 and \$62,000 shall require three competitive written quotations. A copy of each bid must be attached to the request. Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: email, fax, internet pricing list, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees. Purchases must also meet the following requirements:

- a. For public improvements including highway, bridge, or culvert work, which qualify under Chapter 26 of the Code of Iowa, the contractor must provide a performance and payment bond for a public improvement project of more than \$25,000.
 - b. City Administrator shall seek City Council approval for purchases that have not been authorized in the Adopted Budget.
- A "No Bid" is not considered a bid when obtaining written quotations. Three prices are to be obtained and submitted in writing. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The City Administrator and Finance Department always reserve the right to review each verbal quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

- Lowest responsible quote will be chosen subject to the Local Preference provisions outlined in Section I L. of this policy. Reasons for not accepting the low quote should be fully explained on the requisition form.

B. Competitive Bidding Process (semi-formal); CFR 200.320(c)

1. The purchase of any goods or services with an estimated value greater than \$62,000, or public improvements which qualify under Chapter 26 of the Code of Iowa with an estimated value between \$62,000 and \$206,000, EXCLUDING improvements for highway, bridge, or culvert work, shall require the taking of competitive bids based on written bid specifications. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

All bid documents shall receive prior approval from the City Administrator or his designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail.

A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor other than the low bidder, the report shall also state why the bid is not being awarded to the low bidder. The report shall also include the amount budgeted for this purchase. The respective Department Head, along with the City Administrator shall solicit City Council approval of all *semi-formal* bids, contracts, and purchases.

Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are between \$62,000 and \$196,000 also require that the contractor provide a performance and payment bond. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

C. Formal Bidding (formal); CFR 320(d)

1. Purchases for public improvements qualifying under Chapter 26 of the Code of Iowa that are in excess of \$206,000 or are public improvements for highway, bridge, or culvert work that are in excess of \$62,000 must use formal bidding as defined by Chapter 26 of the Code of Iowa unless the improvements are declared *emergency repair work*. If there is any question about whether or not such a situation exists, an opinion from the City Attorney shall be obtained. **Note:** Chapter 26's requirements change from time to time and this policy shall be automatically amended to reflect the dollar values established. Staff shall check the DOT website for changes in these statutory dollar amounts prior to bidding on any project.

2. Formal bids must be taken with the cooperation of the City Administrator and the City Clerk using the following steps:
 - a. Detailed and written plans and specifications and a detailed cost estimate must be prepared for the public improvement project, approved by the City Administrator, and placed on file with the City Clerk's office.
 - b. A notice to bidders must be posted in the following places:
 - 1) A relevant contractor plan room with statewide circulation
 - 2) A relevant construction lead generating service with statewide circulation
 - 3) An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
 - 4) Notices must include:
 - Time and place for filing sealed proposals
 - Time and place sealed proposals will be opened and considered on behalf of the governing body
 - The general nature of the public improvements on which bids are being requested
 - In general terms, when the work must be commenced and when it must be completed
 - Bid security and bid bond requirements
 - c. A notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Clerk not less than 4 days but not more than 20 days before the public hearing.
 - d. A public hearing on plans, specifications, form of contract, and cost estimate on published date by the City Council
 - e. City Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost.
 - f. A formal opening and announcement of sealed bids on published date by the respective Department Head or their designee and the City Clerk; review, consideration, and recommendation of bid award by the respective Department Head or their designee who then prepares report of bids received
 - g. City Council receives staff report of bids received.
 - h. City Council passes or rejects resolution to award construction contract and bonds with the lowest responsive, responsible bidder who has met all bid security and bond requirements.

D. Noncompetitive Proposals; CFR 320(f)

1. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - a. One Source: the item is available only from a single source
 - b. Exigency/Emergency: an exigency or emergency will not permit a delay resulting from competitive solicitation
 - c. Awarding Agency Approval: the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - d. Inadequate Competition: after the solicitation of a number of sources, competition is determined inadequate
 - e. Noncompetitive proposals shall be accompanied by written justification of the circumstances that apply.

E. Contract Administration

1. The City Administrator or his designee will advertise and bid all contracts qualifying for formal bidding procedures. The City Administrator or his designee will oversee receiving, opening, and announcing all formal bids. Bids received late will be immediately returned to the late bidder unopened.

2. Formal bid contracts will be executed by the Mayor and attested to by the City Clerk. Copies of all contracts should be forwarded to the City Clerk's Office. All contracts shall be presented to the City Council for approval and executed by the Mayor and attested to by the City Clerk.

3. The City Administrator or his designee will administer all contracts on the authority of the City Council.

4. The City Administrator or his designee will approve all change orders to contracts. City Council must approve all cumulative change orders greater than 10% of original contract amount.

5. Where appropriate, retainage shall be withheld on contracts for public improvements as provided for by State law or on other contracts as deemed appropriate or necessary. Retainage on a contract may not exceed 5% of the cost of the public improvement. An application by a contractor for early release of a retainage requires City Council consideration and approval.

6. The final acceptance, the final contractor payment, and the release of retainage authorization (unless early release applied for) of a formal bid contract shall be approved by City Council in one action.

7. Emergency repair work with estimated costs less than \$65,000 may be authorized by the Mayor and City Administrator or their designees. Semi-formal procedures may be used in place of formal procedures as prescribed by State code. At the next scheduled meeting of the City Council, a report on the repairs shall be presented including the necessity, scope, and cost of the repairs.

8. City of Ottumwa will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.214)

9. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.327 and Appendix II to Part 200.

10. City of Ottumwa will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer, or agent; any member of their immediate family; Their partner; or an organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award. City of Ottumwa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors. To the extent permitted by federal, state, or local law or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against City's officers, employees, or agents.

E. Miscellaneous

1. Contracting for professional services (legal, engineering, etc.) or for ongoing technical services (maintenance, utilities, etc.) may be done on a negotiated basis. Where practical, however, those vendors providing such services should be asked to submit formal proposals to provide the services requested. Such proposals shall be evaluated on the basis of the vendor's reputation, experience, and understanding of the work to be done. Price, while being a factor, should not be the primary factor. City Administrator and City Council authorization or affirmation is still required at the same dollar limitations as semi-formal (greater than \$65,000) or formal bid contracts.

2. Bids solicited by the United States of America or an agency thereof, the State of Iowa, Wapello County, or another governmental unit may be used as a replacement to the bidding requirements unless bidding is required by the Code of Iowa, the City Council, or the City Administrator. The availability of a bid from another government agency does not preclude the City from seeking and obtaining bids in a manner provided through this policy.

3. All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Contractors must be evaluated when the bids are received on their ability to meet these State or Federal requirements. In addition, no purchases to be covered by the grant can be made prior to the execution of the grant agreement unless approved by the grantor.

5. Purchase transactions for goods or services with a City employee (the employee, employee's spouse, or employee's business) are limited to \$6,000 per fiscal year per employee in total as per State law. Any transactions with an employee that will exceed this limit are required, as a minimum, to obtain at least three written quotations or conduct a semi-formal bidding process.

6. For any given purchase, due to the nature of the contract, the competitiveness of the vendors, or for other reasons, the department may choose to use the bidding procedures for a higher dollar threshold than which the purchase falls under. The department may not, however, select bidding procedures for a lower dollar threshold than what is prescribed.

7. Under emergency operating conditions the City Administrator will obligate the City for necessary expenditures subject to a report to the City Council at its next scheduled meeting.

8. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used (CFR 200.324). The City shall perform some form of cost/price analysis for every procurement action including contract modifications, amendments, or change orders. The City shall make an independent estimate prior to receiving a bid or proposal. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the City must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

9. Records shall maintain sufficiency to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (CFR 325)

- a. City must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- b. City must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - 1) City's procurement procedures or operation fails to comply with the procurement standards in this Part;
 - 2) The procurement is expected to exceed the Simplified Acquisition Threshold (200.88) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - 3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - 4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - 5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c. City is exempt from the pre-procurement review in paragraph b. of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.
 - 1) City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - 2) City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Ottumwa that it is complying with these standards. City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

10. In the event applicable federal or state laws are amended, this policy shall be interpreted consistent with said amendments, and any conflicts between this policy and applicable law shall be resolved in favor of the applicable law.

11. *Surplus materials and equipment.* The Finance Director is expressly authorized to procure from any federal, state or local government unit or agency thereof surplus machinery, motor vehicles, materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereafter enacted without conforming to the competitive bidding requirements of the City's Purchasing Policies and Procedures.

12. *Supply schedules.* The Finance Director is also expressly authorized to procure goods and/or services from supply schedules of the U.S. General Services Administration and from contracts established by the state department of general services, the state department of transportation, and the state communications network pursuant to procedures established by state code or pursuant to supply schedules or accepted bids through the county bidding procedures.

13. *Regular, temporary or seasonal employment.* Regular, temporary or seasonal employment contracts or hiring within the city shall not be subject to a competitive bidding process.

VERBAL QUOTES RECORDING SHEET

For Purchases of \$1,000 up to \$9,999

MUST COMPLETE THIS FORM PRIOR TO REQUESTING APPROVAL

Additional sheets can be attached if needed

PRICE INFORMATION WAS REQUESTED FOR THE FOLLOWING ITEMS:

PRODUCT NAME	ADDITIONAL DESCRIPTION	QUANTITY

#1 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT	Check box to winning Bidder
			<input type="checkbox"/>

#2 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT	
			<input type="checkbox"/>

#3 VENDOR NAME	CONTACT NAME & PHONE NO.	BID AMOUNT	
			<input type="checkbox"/>

I certify that the above bids were obtained in accordance with the City of Ottumwa's Purchasing Policies and procedures and that the information above represents actual and accurate information received from the vendors named above for the items described above.

Employee Signature

Date

PURCHASE VOUCHER

VENDOR: _____

DATE: _____

EMPLOYEE MAKING PURCHASE: _____

DEPARTMENT: _____

LINE ITEM CODE: _____

AMOUNT: _____

LINE ITEM CODE: _____

AMOUNT: _____

LINE ITEM CODE: _____

AMOUNT: _____

DESCRIPTION OF PURCHASE:

AUTHORIZATION: _____

DATE: _____

FINANCE DEPARTMENT APPROVAL: _____

ATTACH RECEIPT:

CITY OF OTTUMWA
Staff Summary

received

**** ACTION ITEM ****

Council Meeting of: Nov 5, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 259-2024: Resolution Approving Reasonable Competitive Bidding Procedures for and Setting the Date for a Public Hearing on the Proposal to Convey Interest in Real Property Located within the Westgate Economic Development Urban Renewal Area to Wash King, Inc.; Directing Publication of Related Notices; and Declaring the Intent of the City to Accept the Offer Submitted by Wash King, Inc. in the Event that No Qualified Competing Proposals are Submitted

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 259-2024

DISCUSSION: The City owns the property at 536 N Hancock. The property has been a challenge for several years as there is a large, 1,200 square foot garage splitting the property line between this city-owned property and the property at 538 N Hancock owned by Wash King, Inc. The garage is in poor condition and needs demolished. The neighboring property owner has offered to purchase the property for \$1.00 and in exchange, demolish

Source of Funds:

Budgeted Item: Budget Amendment Needed:

this nuisance garage. Wash King, Inc. has also asked to purchase 280 square feet of property directly east of 542 N Hancock.

Because this property is located in an urban renewal area, the City is required to solicit competitive offers for the property for 30 days. A notice of competitive bidding will be published in the Courier. It is unlikely competitive bids would be received, as the project necessitates coordination over the shared garage. If no competitive bids are received, the resolution states the City's intent to sell the property to Wash King, Inc. following a public hearing on December 17, 2024.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 5, 2024

5:30 P.M.

Westgate Economic Development Urban Renewal Plan

- Resolution approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Westgate Economic Development Urban Renewal Area to Wash King, Inc.; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Wash King, Inc. in the event that no qualified competing proposals are submitted

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.

November 5, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Pro Tem Galloway, in the chair, and the following named Council Members:

Bill Hoffman Jr., Doug McAntire, Keith Caviness, Dan Reid

Absent: None

Council Member Caviness then introduced the following proposed Resolution entitled "RESOLUTION APPROVING REASONABLE COMPETITIVE BIDDING PROCEDURES FOR AND SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE WESTGATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA TO WASH KING, INC.; DIRECTING PUBLICATION OF RELATED NOTICES; AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE OFFER SUBMITTED BY WASH KING, INC. IN THE EVENT THAT NO QUALIFIED COMPETING PROPOSALS ARE SUBMITTED", and moved that the same be adopted. Council Member Reid seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, Hoffman, McAntire, Caviness, Reid

NAYS: _____

WHEREUPON, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 259-2024

RESOLUTION APPROVING REASONABLE COMPETITIVE BIDDING PROCEDURES FOR AND SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE WESTGATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA TO WASH KING, INC.; DIRECTING PUBLICATION OF RELATED NOTICES; AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE OFFER SUBMITTED BY WASH KING, INC. IN THE EVENT THAT NO QUALIFIED COMPETING PROPOSALS ARE SUBMITTED

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Westgate Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Westgate Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan has subsequently been amended eight times, lastly by the adoption of Amendment No. 9 to the Plan, adopted by Resolution No. 114-2024 on May 7, 2024; and

WHEREAS, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the City of Ottumwa (the "City") has received a proposal from Wash King, Inc. (the "Developer"), in the form of a proposed Purchase and Development Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property within the Urban Renewal Area (the "Property") to Developer for a purchase price of \$1.00 and in consideration of Developer's other obligations under the Agreement, which Property is legally described as follows:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

WHEREAS, the City has received an additional proposal the Developer, in the same Agreement, proposes that the City would sell certain additional City-owned real property within

the Urban Renewal Area (the "Additional Property") to Developer for a purchase price of \$1.00 and in consideration of Developer's other obligations under the Agreement, which Property is legally described as follows:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

WHEREAS, the Agreement would require Developer to demolish the existing garage on the Property, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, because the Property and Additional Property is located within an urban renewal area, the City's sale of the Property and Additional Property is subject to the provisions of Iowa Code Section 403.8; and

WHEREAS, in order to comply with Iowa Code Section 403.8, the City is approving competitive bidding procedures for the disposition of the Property and inviting all persons interested in submitting a competing offer for the Property to submit a proposal meeting the requirements set forth herein; and

WHEREAS, to both recognize the proposal already received from the Developer (in the form of the Agreement) for the sale and redevelopment of the Property and the Additional Property, and to give full and fair opportunity for other developers interested in submitting a proposal for the sale of the Property and the Additional Property, by adoption of this Resolution this Council is: (i) determining a fair value of the Property, (ii) approving the minimum requirements for sale of the Property and Additional Property, (iii) approving "reasonable competitive bidding procedures" for disposition of the Property and Additional Property, and (iv) declaring the City's intent to accept the Agreement with Developer if no qualifying competing proposals are received; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate activities and objectives of the Plan within the meaning of Iowa Code Chapter 403, taking into account the factors set forth therein; and

WHEREAS, to comply with the procedural requirements of the Iowa Code, pursuant to Iowa Code Sections 364.6 and 403.8, it is deemed sufficient if the action hereinafter described be taken, including that this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City's interests in the Property, at which time this Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That, by this Resolution, this Council does hereby give notice to all persons interested in bidding for the sale of the Property and Additional Property of the opportunity to submit a proposal for purchase and development of the Property and Additional Property meeting the criteria set forth herein, which proposal must be submitted consistent with the procedural requirements set forth herein.

Section 2. That all persons desiring to submit a competing proposal for the Property and Additional Property must submit a proposal pursuant to the following procedure, which procedure this Council has determined to be a reasonable competitive bidding process:

- a. Written proposals for the purchase of the Property and Additional Property must be received by the City Clerk at or before 12:00 P.M. (Noon) on December 10, 2024, by personal delivery or postal mail to City of Ottumwa, c/o City Clerk, 210 W. Main Street, Ottumwa, Iowa 52501.
- b. Each proposal that is timely received will be opened by the City Clerk, or the City Clerk's designee, at 12:00 P.M. in the City Clerk's office on December 10, 2024. The City Clerk, or the City Clerk's designee, is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council herein and to advise the Council with respect thereto.
- c. The qualifying proposals will be presented to the City Council during a public hearing at the Council meeting which begins at 5:30 P.M. on December 17, 2024. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth herein, and may make the final selection of a proposal or may reject any and all proposals received.

Section 3. It is hereby determined that in order to qualify for consideration for selection, each bidder must submit a proposal which contains terms no less favorable to the City than those set forth in the Agreement submitted by the Developer, and which must include and provide for the bidder's purchase of the Property and Additional Property at not less than the fair value.

Section 4. It is hereby determined, based on investigation by the City, that the proposed sale price of the Property and Additional Property of \$1.00, in conjunction with the other promises and representations contained in the Agreement, is equal to or greater than fair value for the Property, and is hereby approved. The proposed sale price and the terms of payment as described in the Agreement are hereby approved; a copy of the Agreement is on file with the City Clerk, a copy of which is available by contacting the City Clerk's office.

Section 5. It is hereby determined that the Agreement submitted by the Developer satisfies the requirements of this offering and is approved as to form, subject to modifications as

determined appropriate by the City Council, a copy of which Agreement is available from the City Clerk's office.

Section 6. It is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase and redevelop the Property in the manner proposed by this offering and in accordance with the Plan.

Section 7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council to accept the Agreement with the Developer for the sale of the Property and the Additional Property unless a qualified competing proposal is timely received, pursuant to the procedures set forth above, that, in the Council's judgement, is superior to the Agreement.

Section 8. The City Clerk is hereby directed to cause at least one publication to be made of a notice of competitive bidding, in a legal newspaper having general circulation in the City, said publication to be at least thirty (30) days prior to the date competing proposals are due, which notice shall be in substantially the following form:

NOTICE OF COMPETITIVE BIDDING FOR THE
DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN
THE WESTGATE ECONOMIC DEVELOPMENT URBAN
RENEWAL AREA PURSUANT TO COMPETITIVE CRITERIA
AND PROCEDURES

PUBLIC NOTICE is hereby given that the City of Ottumwa, Iowa (the "City") has received a proposal in the form of a Purchase and Development Agreement (the "Agreement") from Wash King, Inc. (the "Developer") related to the sale of certain City-owned real property, which real property is located within the Westgate Economic Development Urban Renewal Area, and more particularly described as follows:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(the "Property")

and

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(the "Additional Property").

The Agreement proposes that the City would sell the Property and the Additional Property to Developer for \$1.00, under the terms and conditions set forth in the Agreement, including that the Developer will demolish the existing garage on the Property, with all related site improvements.

In order to comply with Iowa Code Section 403.8, the City has established reasonable competitive bidding procedures for the anticipated disposition of the Property and the Additional Property and all persons interested in submitting a competing proposal for the purchase and development of the Property and the Additional Property (as legally described above) should submit a proposal meeting the requirements set forth herein:

1. In order to qualify for consideration for selection, each bidder must submit a proposal that contains terms no less favorable to the City than those set forth in the

Agreement submitted by Developer. A copy of the Agreement is available for public inspection by contacting the City Clerk's office during regular business hours.

2. In order to qualify for consideration for selection, each bidder must submit a proposal that provides for the bidder's purchase of the Property and the Additional Property at not less than fair value in accordance with Iowa Code Section 403.8. The City Council has determined that the Agreement's proposed sale price for the Property and the Additional Property of \$1.00 in conjunction with the other obligations and representations contained in the Agreement, is equal to or greater than fair value.
3. Written proposals for the purchase of the Property and the Additional Property must be received by the City Clerk's office at or before **12:00 PM (Noon) on December 10, 2024**, by personal delivery or postal mail to the City of Ottumwa, c/o City Clerk, 210 W. Main Street, Ottumwa, Iowa 52501.

Each qualifying competing proposal received will be opened by the City Clerk or her designee in the City Clerk's office at 12:00 P.M. on December 10, 2024, and will be presented to the City Council during a public hearing at the Council meeting which begins at 5:30 P.M. on December 17, 2024. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and may make the final evaluation and selection of a proposal or may reject any or all proposals.

In the event that no other qualified proposals are timely submitted, the City intends to enter into the Agreement with the Developer, and sell the Property to Developer under the terms and conditions of the proposed Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Iowa Code Sections 364.6 and 403.8.

Dated this 5th day of November, 2024.

Christina Reinhard
City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

Section 8. That this Council shall hold a public hearing at its meeting which begins at 5:30 P.M. on December 17, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa for the purpose of taking action on the matter of the proposal to convey interests in real property to Wash King, Inc., pursuant to the terms and conditions of the proposed Agreement.

Section 9. That the City Clerk is hereby directed to cause at least one publication of a notice of said public hearing in a newspaper 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 10. The notice of the public hearing and 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 WASH KING, INC. PURSUANT TO A PROPOSED
PURCHASE AND DEVELOPMENT AGREEMENT, 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 before itself at its meeting that commences at 5:30 P.M. on December 17, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase and Development Agreement (the "Agreement") with Wash King, Inc. (the "Developer"), and the proposal to convey certain real property located within the Westgate Economic Development Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement. The certain real property is legally described as:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(the "Property")

and

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(the "Additional Property").

The Agreement proposes that the City would sell the Property and the Additional Property to Developer for \$1.00 and in consideration of Developer's other obligations set forth in the Agreement, including that the Developer will demolish the existing garage on the Property, with all related site improvements, subject to the detailed terms and conditions set forth in the Agreement.

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 all objections have been received and considered, the Council may at this meeting or at any adjournment thereof, take additional action to approve the Agreement or to modify the Agreement, or may abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Iowa Code Section 364.6.

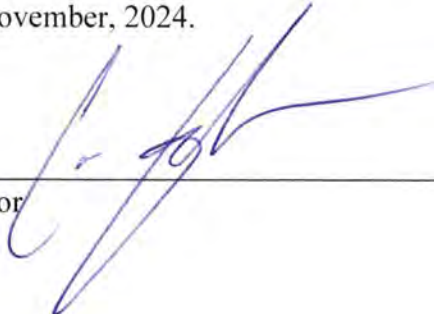
Dated this 5th day of November, 2024.

Christina Reinhard
City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of November, 2024.

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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 5th day of November 2024.

Christine Reinhard

City Clerk, City of Ottumwa, State of Iowa



(SEAL)

PURCHASE AND DEVELOPMENT AGREEMENT

FOR

536 NORTH HANCOCK

AND

**CERTAIN REAL PROPERTY AT
542 NORTH HANCOCK, OTTUMWA, IA**
(collectively the "Property")

This Purchase and Development Agreement (the "Agreement") is entered into by and between the City of Ottumwa, Iowa, a municipality (the "City") and Wash King, Inc., an Iowa corporation (the "Developer").

WHEREAS, the City owns certain real property situated in the City of Ottumwa, Wapello County, State of Iowa, located at 536 North Hancock, Ottumwa, Iowa, and legally described as follows:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(hereinafter described as the "Primary Property"); and

WHEREAS, the City also owns certain real property situated in the City of Ottumwa, Wapello County, State of Iowa, located at 542 North Hancock, Ottumwa, Iowa, and legally described as follows:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

(hereinafter described as the "Additional Property"); and

WHEREAS, both the Primary Property and the Additional Property (collectively referred to herein as the "Property") are located within an urban renewal area of the City; and

WHEREAS, the City has received a proposal from the Developer (the "Developer's

Proposal”) for the purchase and improvement of the Primary Property, a summary of which is attached hereto and incorporated herein by this reference as Exhibit A.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Sale of Property. For the purchase price identified on Exhibit A (the “Purchase Price”) and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Property, subject to a reversionary right held by the City in the Property, which the City may exercise as described in Section 4.3, and subject to easements and appurtenant servient estates, and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all processes required by the City pursuant to Iowa Code Sections 364.7 and 403.8. Developer shall pay the Purchase Price to the City by wire transfer, cashier’s check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Developer may, at Developer’s expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City’s obligation to transfer title of the Property to Developer, and Developer’s obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before January 15, 2024 (the “Closing Date”). Possession of the Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City’s possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the “Deed”) for the Property (which Deed shall reference the City’s reversionary rights in the Property), the filing of all title transfer documents, and the City’s receipt of all funds due at the Closing Date from Developer under this Agreement (“Closing”). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:
 - i. City’s attorney’s fees or other professional fees incurred by City in connection with this transaction.
 - ii. Transfer taxes, if applicable.
- b. The Developer agrees to pay:

- i. The Purchase Price.
- ii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
- iii. Recording fees for the Deed, for the City proceedings showing City authorization of this transaction, and for any documents recorded to address or cure title defects identified pursuant to Section 1.7.

Section 1.4. Real Estate Taxes; Special Assessments. The Developer acknowledges that the Seller is a tax-exempt government entity, and the Developer agrees that the Seller shall not be required to pay any real estate taxes or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Developer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City 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. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Developer and at Developer's sole expense, payable at Closing, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. The abstract will be delivered to Developer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City 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 Developer when the Purchase Price is paid in full.

Section 1.8. Certification. The Developer and the City 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.

ARTICLE II. REDEVELOPMENT OBLIGATIONS

Section 2.1. Completion of Improvements. Developer shall undertake and complete the specific work of the redevelopment plan for the Property to renovate and/or redevelop the Property for a lawful use (the "Improvements"), as provided in the Developer's Proposal and as summarized in the attached Exhibit A. Developer shall complete the Improvements on or before the completion deadline stated in Exhibit A. Developer shall have obtained or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully completed.

Section 2.2. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to completion of the Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.3. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Developer's obligations hereunder.

Section 2.4. Insurance. The Developer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property and Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 2.5. Liens on Property. Prior to the completion of the Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Improvements.

Section 2.6. Assignment. Prior to the completion of the Improvements (and issuance of a final certificate of occupancy for the same), Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer. If a transferee or assignee is approved as successor to Developer pursuant to this Section, then the successor entity or individual shall comply with all provisions of this Agreement and shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the completion of the Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) the Improvements shall commence and be completed within the time limits set forth in Exhibit A; (b) the Improvements shall be completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Developer's Proposal within Exhibit A; (c) the Improvements shall be completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of completing the Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

ARTICLE III. RELEASE AND INDEMNIFICATION

Section 3.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified Parties"), from covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and

condition of the Property and the construction, installation, ownership, and operation of the Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property arising after Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Improvements or Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV. DEFAULT AND REMEDIES

Section 4.1. Events of Default – Prior to Closing. Prior to Closing, the parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Developer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the City.

b. If the Developer breaches, repudiates, or otherwise fails to timely perform this agreement, the City's sole and exclusive remedy will be to terminate this agreement by written notice to the Developer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the Developer.

Section 4.2. Events of Default – After Closing. After Closing, if (i) the Developer fails to cause the Improvements to be completed pursuant to the terms and conditions of this Agreement; (ii) the Property is put up for tax sale by the County; (iii) mortgage foreclosure proceedings are initiated for the Property or any improvements thereon; (iv) the Developer files any petition in bankruptcy or similar action; or (v) the Developer otherwise fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, then the City may deliver written notice to the Developer of such event of default. If Developer fails to cure said default within thirty (30) days after the written notice, then the City may (i) terminate this Agreement upon written notice to the Developer; (ii) demand payment of the Default Penalty as set out in Exhibit A; (ii) seek to enforce any reversionary right it retains in the Property, as further described in Section 4.3; and/or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. Reversionary Right. As security for the Developer's completion of the

required Improvements, the City shall hold a reversionary right in the Property until final inspections are completed for any and all applicable permits related to and required for the Improvements and such permits have been closed by the City. If Developer defaults under this Agreement prior to completion of the required Improvements and final inspections for and closure of any and all permits, then following the 30-day cure period described in Section 4.2, the City may exercise its reversionary right by delivering written notice to the Developer of its intent to exercise the reversionary right and re-take title to the Property. Within thirty (30) days after the written notice, the Developer shall take all reasonable steps to ensure the City acquires marketable legal title to the Property, including without limitation, the execution of a deed conveying the Property to the City and causing all liens that have attached to the Property since Closing to be released in full.

ARTICLE V. MISCELLANEOUS

Section 5.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the City at its City Hall (or temporary City Hall located at Train Depot, 210 W. Main Street, Ottumwa, Iowa) or to the Developer at the Developer's address provided in Exhibit A, or to any other address as shall be furnished in writing by the respective party.

Section 5.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.4. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing. The terms of this Agreement shall survive Closing until the Termination Date.

Section 5.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other

person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the fifth anniversary of the Closing Date (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

WASH KING, INC., an Iowa corporation

Signature: _____ Date: _____

Print: Jeffrey Tharp

Title: President

CITY OF OTTUMWA, IOWA

By: _____ Date: _____
Richard W. Johnson, Mayor

Attest By: _____
Christina Reinhard, City Clerk

EXHIBIT A
TERMS OF DEVELOPER'S PROPOSAL

PROPERTY:

Street Address of Property: 536 North Hancock, Ottumwa, Iowa

Legal Description of Property:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(herein referred to as the "Primary Property") (See Figure A-1)

Street Address of Property: 542 North Hancock, Ottumwa, Iowa

Legal Description of Property:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

(herein referred to as the "Additional Property") (See Figure A-2)

DEVELOPER:

Developer's Name (as to appear on Property Deed):

Wash King, Inc.

Developer's Address (as to where property tax statements shall be addressed):

9650 Old Agency Road, Agency, Iowa 52530

Developer's Authorized Agent and Title:

Jeffrey Tharp, President

EXHIBIT A
TERMS OF DEVELOPER'S PROPOSAL
(continued)

PURCHASE PRICE: \$1.00, and other good and valuable consideration.

IMPROVEMENTS:

The required Improvements are (describe minimum level of work necessary either to bring Property into compliance with City Code or complete redevelopment of Property in accordance with City Code for purposes of the Project):

Developer shall demolish the existing garage located on the Primary Property at 536 North Hancock, Ottumwa, Iowa within six (6) months of the Closing Date. As part of demolition, Developer shall remove the garage structure and any debris from the Primary Property, properly dispose of the same, and level the ground upon which the garage structure now stands.

Attach any drawings, specifications, and/or site plans hereto this Exhibit A to be incorporated herein by this reference.

Projected Total Cost of Improvements: _____

The Improvements will be completed by: July 31, 2025

DEFAULT PENALTY AMOUNT: \$2,500.00

FIGURE A-1

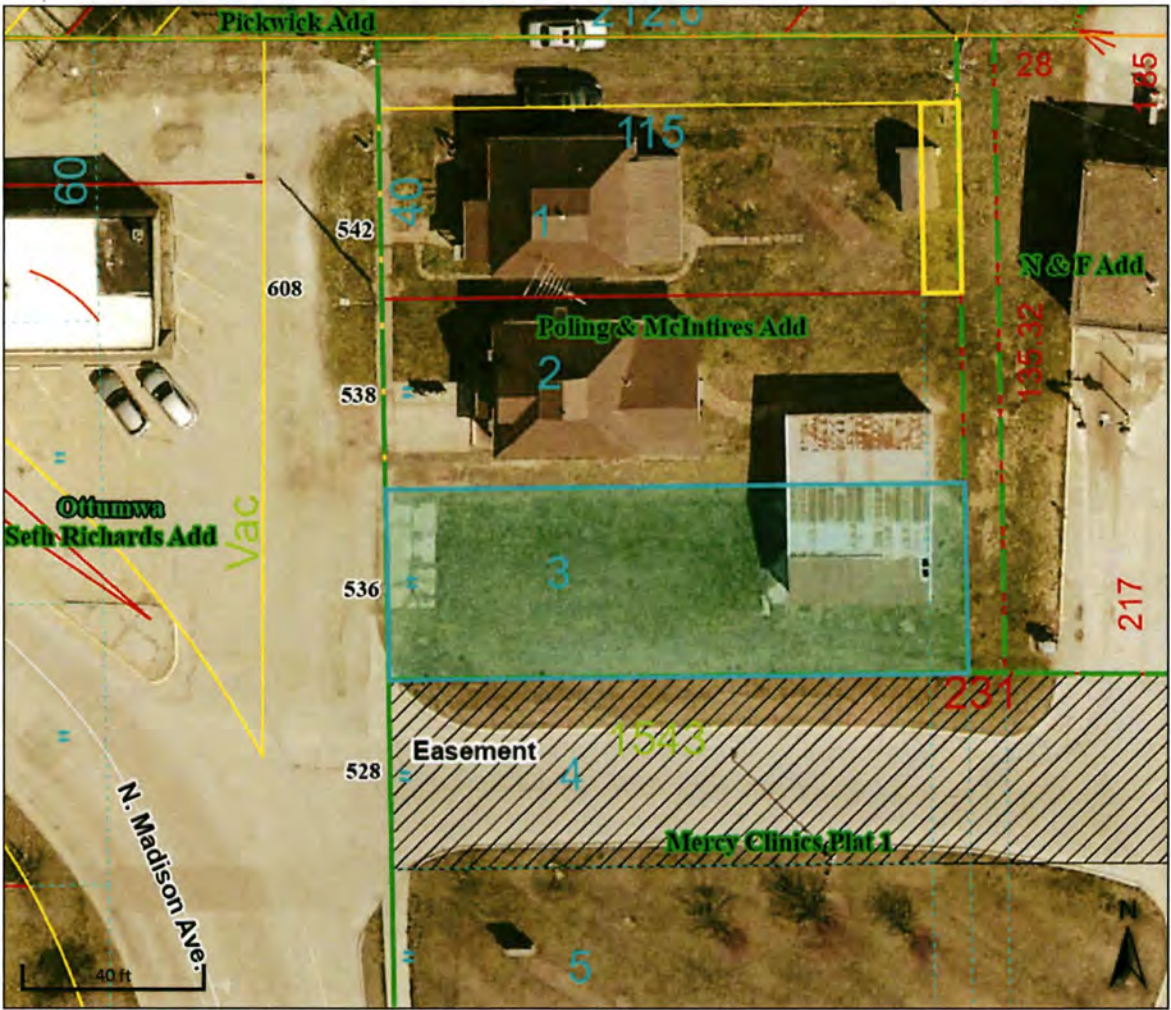


Figure A-1

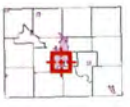
FIGURE A-2



Figure A-2



Overview



Legend

- Easements
- Lots
- Parcels**
- <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	007416870003000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	C		105 E Third
Property Address	536 N HANCOCK	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				

District OTTUMWA/OTTUMWA /WESTGATE2 TIF
 Brief Tax Description POLING & MC INTIRES
 ADD-LOT 3 & W 1/2
 ALLEY ADJ ON EAST
 (536 N HANCOCK)
 (Note: Not to be used on legal documents)

Date created: 10/31/2024
 Last Data Uploaded: 10/31/2024 6:12:49 AM

CITY OF OTTUMWA
Staff Summary

received

**** ACTION ITEM ****



Council Meeting of: Nov 5, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 260-2024: Resolution Removing Special Assessments Applied to 419 S Foster on Resolutions No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, 41-2023 and on the Weed Cutting Assessment Letters for the Mowing Season 2003

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 260-2024

DISCUSSION: Eddie H. Paxton is attempting to acquire a tax sale deed for the property at 419 S Foster. The parcel is directly south of Mr. Paxton's home and he intends to clear the parcel and keep it as green space. The parcel has \$14,272.88 in taxes due for special assessments including demolition of a condemned house and mowing between 2003 and 2023. A further \$16,387 in interest is due on the special assessments. Mr. Paxton has

Source of Funds:

Budgeted Item: Budget Amendment Needed:

requested that the Council consider removing the special assessments when he obtains the tax sale deed. Without removing the special assessments, Mr. Paxton would not pursue the tax sale deed because the total due would exceed his ability to pay and the value of the property. The County is similarly considering abating past-due property tax.

While removing these special assessments would remove the City's ability to ever collect the \$14,272.88 due from clean-up and demo activities spanning 20 years, turning the property over to a new owner would allow the City to remove the property from the mowing list and no longer generate additional mowing costs which we are unlikely to ever recover given the large assessments.

RESOLUTION NO. 260-2024

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 419 S FOSTER ON RESOLUTIONS NO. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, 41-2023 AND WEED CUTTING ASSESSMENT LETTER FOR MOWING SEASON 2003

WHEREAS, Resolution No. 109-2003 included an assessment for demolition of condemned property for 419 S Foster in the amount of \$4,334.88 plus \$9.00 administrative cost; and

WHEREAS, Resolution No. 12-2006 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$133.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 12-2006 also included an assessment for additional delinquent mowing fess for 419 S Foster in the amount of \$134.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 165-2008 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$747.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 166-2008 included an assessment for nuisance abatement fess for 419 S Foster in the amount of \$247.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 1-2010 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$772.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 13-2011 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$772.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 215-2011 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$520.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 238-2012 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$490.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 252-2013 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$536.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 291-2014 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$500.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 268-2015 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$500.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 286-2016 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$600.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 267-2017 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$750.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 284-2018 included an assessment for delinquent mowing fess for 419

S Foster in the amount of \$605.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 266-2019 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$650.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 260-2020 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$695.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 209-2021 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$605.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 41-2023 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$350.00 plus \$9.00 in administrative costs; and

WHEREAS, prior to the 2006 mowing season, weed cutting assessments were applied by a letter from the City rather than by resolution; and

WHEREAS, the Mowing Season 2003 weed cutting assessment letter included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$152.00 plus \$9.00 in administrative costs;

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

If and when, a tax sale deed to the property at 419 S Foster is obtained by Eddie H. Paxton, that the special assessments for 419 S Foster in the amount of \$14,272.88 including administration costs and all interest be removed from Resolutions No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, 41-2023 and from the Weed-Cutting Assessment Letter for Mowing Season 2003.

Approved, passed and adopted this 5th day of November 2024.

CITY OF OTTUMWA, IOWA

BY _____
Cara Galloway, Mayor Pro Tem

ATTEST:

Chris Reinhard, City Clerk

MOTION FAILED 2-3 AYES: GALLOWAY, MCANTIRE
NAYES: HOFFMAN, CAVINESS, REID

STATEMENT OF TAXES

Laurie L. Fountain
 Wapello County Treasurer
 101 W Fourth St
 Ottumwa, IA 52501-2518 (641) 683-0040
 wapcotreas@wapellocounty.org

Date 11/01/2024

Entity#: 85340
 Name: Brown, Jeremy L/Alma E
 Address: 9429 170th Ave
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 11/2024

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost	Total Due
2006/2007-90-00159-01	133.00	427.00		9.00	
400- 00741-100-0023-000					569.00
419 S FOSTER OTTUMWA - OTTUMWA 2005 WEED#12/2006					
2006/2007-90-00201-01	134.00	430.00		9.00	
400- 00741-100-0023-000					573.00
419 S FOSTER OTTUMWA - OTTUMWA 2005 WEED#12/2006					
2009/2010-90-00096-01	247.00	659.00		9.00	
400- 00741-100-0023-000					915.00
419 S FOSTER OTTUMWA - OTTUMWA NUIS/DEMO#166/'08					
2009/2010-90-00136-01	747.00	1,994.00		9.00	
400- 00741-100-0023-000					2,750.00
419 S FOSTER OTTUMWA - 2008 OTTUMWA WEED#165/'08					
2010/2011-90-00176-01	772.00	1,922.00		9.00	
400- 00741-100-0023-000					2,703.00
419 S FOSTER OTTUMWA - OTTUMWA 2009 WEED #1-2010					
2011/2012-90-11118-01	772.00	1,783.00		9.00	
400- 00741-100-0023-000					2,564.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#13-2011					
2012/2013-90-00080-01	520.00	1,108.00		9.00	
400- 00741-100-0023-000					1,637.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#215-2011					
2013/2014-90-00207-01	490.00	956.00		9.00	
400- 00741-100-0023-000					1,455.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#238-2012					
2014/2015-90-00116-01	536.00	949.00		9.00	
400- 00741-100-0023-000					1,494.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#252-2013					
2015/2016-90-00161-01	500.00	795.00		9.00	
400- 1 00741-100-0023-000					1,304.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#291-2014					
2016/2017-90-00114-01	500.00	705.00		9.00	
400- 1 00741-100-0023-000					1,214.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#268-2015					

STATEMENT OF TAXES

Laurie L. Fountain
 Wapello County Treasurer
 101 W Fourth St
 Ottumwa, IA 52501-2518 (641) 683-0040
 wapcotreas@wapellocounty.org

Date 11/01/2024

Entity#: 85340
 Name: Brown, Jeremy L/Alma E
 Address: 9429 170th Ave
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 11/2024

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost Total Due
2017/2018-90-00060-01	600.00	738.00		9.00
400- 1 00741-100-0023-000				1,347.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#286-2016				
2018/2019-90-00077-01	750.00	788.00		9.00
400- 1 00741-100-0023-000				1,547.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#267-2017				
2019/2020-90-00071-01	605.00	526.00		9.00
400- 1 00741-100-0023-000				1,140.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#284-2018				
2020/2021-90-00061-01	650.00	488.00		9.00
400- 1 00741-100-0023-000				1,147.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#266-2019				
2021/2022-90-00043-01	695.00	396.00		9.00
400- 1 00741-100-0023-000				1,100.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#260-2020				
2022/2023-90-00079-01	605.00	236.00		9.00
400- 1 00741-100-0023-000				850.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#209-2021				
2023/2024-90-00024-01	350.00	74.00		9.00
400- 1 00741-100-0023-000				433.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES. 41-23				

	Tax Due:	9,606.00
	Interest Due:	14,974.00
Acre: .00	Drainage Interest Due:	
	Cost/Admin. Due:	162.00
	Grand Total Due:	24,742.00
	Total Consolidated Tax:	24,742.00

Actions

2006 00908

Inquiry to Tax Sale Certificate (Receipts)

Previous

Receipt Key	Date	Tax Amount	Penalty	Cost	Interest
2004/2005 10 16556 01	6/19/2006	108.00	29.00	4.00	.00
2004/2005 90 00020 01	6/19/2006	4,334.88	1,365.00	9.00	.00
2004/2005 90 00117 01	6/19/2006	152.00	48.00	9.00	.00
2005/2006 10 16627 01	6/19/2006	48.00	4.00	4.00	.00

= 5,708.88
 = 209.00

Both of these special assessments are included in TSC 2006-908.

* The Special assess. in the amt of \$5,708.88 is from Res. 109-03 Ottumwa Nuis/Demo, Tract #3

* The Special Assess. in the amt of \$209.00 is from 2003 Ottumwa Weed, Tract #48.

Actions



Preliminary Special Assessments

Previous

Parcel 00741-100-0023-000
Legal MANNING'S 1ST ADD LOT 20 BLK 1
 (419 S FOSTER)

Project	Tract	Assessment	Admin	Description
0431	00027	\$900.00	\$5.00	OTTUMWA WEED RES#199-2024

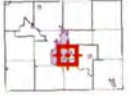
Previous Page 1 Next

X Preliminary Special found Proj/Tract: 0431 /27

This preliminary Special Assess.
 Will become due September 2025.



Overview



Legend

- Easements
- Lots
- Parcels
- 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	007411000023000	Alternate ID	n/a	Owner Address	Brown, Jeremy L/Alma E
Sec/Twp/Rng	0-0-0	Class	R		9429 170th Ave
Property Address	419 S FOSTER OTTUMWA	Acres	n/a		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	MANNING'S 1ST ADD LOT 20 BLK 1 (419 S FOSTER) <i>(Note: Not to be used on legal documents)</i>				

Date created: 10/31/2024
Last Data Uploaded: 10/31/2024 6:12:49 AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****



Council Meeting of: Nov 5, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 261-2024: A Resolution Removing a Special Assessment for Properties with Change of Ownership on No. 200-2024

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 261-2024.

DISCUSSION: The City completed a nuisance abatement clean-up in 2023 on the properties at 105 N Hancock and 506 S Davis. The clean-ups were billed to the owners at that time and was not paid. As a result, the clean-up was assessed to taxes on Resolution No. 200-2024. However, the properties had changed ownership between billing the clean-up and making the assessment, which meant that the current owners were not able to

Source of Funds:

Budgeted Item: Budget Amendment Needed:

address these issues before assessment. Process improvements will be made to verify that invoices for clean-ups and mowings are sent to current owners if ownership changes before assessment. The total assessment for 105 N Hancock is \$695.26 plus \$5.00 in administrative costs and the total assessment for 506 S Davis is 277.00 plus \$5.00 in administrative costs.

RESOLUTION NO. 261-2024

A RESOLUTION REMOVING SPECIAL ASSESSMENTS FOR PROPERTIES WITH CHANGE OF OWNERSHIP ON RESOLUTION NO. 200-2024

WHEREAS, Resolution No. 200-2024 included an assessment for a nuisance abatement clean-up for 105 N Hancock in the amount of \$695.26 plus \$5.00 administrative cost; and

WHEREAS, Resolution No. 200-2024 included an assessment for a nuisance abatement clean-up for 506 S Davis in the amount of \$277.00 plus \$5.00 administrative cost; and

WHEREAS, the properties at 105 N Hancock and 506 S Davis changed ownership between the nuisance clean-up and when the clean-up was assessed, preventing the current owners from receiving the bill and having an opportunity to address the issue before assessment;


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

That the special assessment for 105 N Hancock in the amount of \$700.26 including administration costs and all interest be removed from Resolution No. 200-2024; and

That the special assessment for 506 S Davis in the amount of \$282.00 including administration costs and all interest be removed from Resolution No. 200-2024.

Approved, passed and adopted this 5th day of November 2024.

ATTEST:


Chris Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

BY


Cara Galloway, Mayor Pro Tem

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

received

Council Meeting of: Nov 5, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 262-2024: A Resolution Approving a Land Use Agreement Between the City of Ottumwa and E80 Plus Constructors, LLC for Use of City-Owned Vacant Lots along West Second Street for Approximately Six Weeks

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 262-2024.

DISCUSSION: E80 Constructors, LLC will be completing a railroad construction project near City-owned vacant lots on W. Second. They have offered to rent these lots for \$100 per week for about six weeks to use for laydown of material and equipment. The attached land use agreements sets terms for that short term rental.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 262-2024

A RESOLUTION APPROVING A LAND USE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND E80 PLUS CONSTRUCTORS, LLC FOR USE OF CITY-OWNED VACANT LOTS ALONG WEST SECOND FOR APPROXIMATELY SIX WEEKS

WHEREAS, E80 Plus Constructors, LLC has been contracted to complete a railroad construction project; and

WHEREAS, E80 Plus Constructors, LLC has requested the use of four parcels owned by the City of Ottumwa, Parcels No. 007413500073000, 007413500051000, 007413500072000, 007413500071000, 007413500070000 along West Second St.; and

WHEREAS, E80 Plus Constructors will pay the City rent in the amount of \$100 per week for use of the lots;

WHEREAS, the property at 105 N Hancock changed ownership between the nuisance clean-up and when the clean-up was assessed, preventing the current owner, P&M Properties, LLC from receiving the bill and having an opportunity to address the issue before assessment;

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


That proposed Land Use Agreement between the City of Ottumwa and E80 Plus Constructors, LLC be approved and executed.

Approved, passed and adopted this 5th day of November 2024.

CITY OF OTTUMWA, IOWA

BY 
Cara Galloway, Mayor Pro Tem

ATTEST:


Chris Reinhard, City Clerk

LAND USE AGREEMENT

This Land use agreement ("Agreement") is made and executed by and between City of Ottumwa, IA (hereinafter referred to as "Lessor") and E80 Plus Constructors, LLC, a Wisconsin corporation, having its principal office at 7120 Patton Road, Village of DeForest, State of Wisconsin (hereinafter referred to as "Tenant").

THE PARTIES AGREE AS FOLLOWS:

SECTION ONE DESCRIPTION AND USE OF PREMISES

- A. Lessor grants Tenant permission to enter and use the following parcel (Parcel No. 007413500073000, 007413500051000, 007413500072000, 007413500071000, 007413500070000) in the City of Ottumwa, State of Iowa, more fully described as an adjacent land of the railroad right away. See Exhibit "B" for detailed map.
- B. As used in this Agreement, the term "premises" refers to the real property above described and further depicted in exhibit B, including all existing improvements located on said property, and to any improvements located on the property from time to time during the term of this Agreement.

SECTION TWO TERM

- A. The initial term of this Agreement shall be for approximately 6 weeks, commencing on November 5, 2024 and ending on December 6, 2024.
- B. As used in this Agreement, the expression "term of this Agreement" refers to the initial term of this Agreement, absent any extension mutually agreed to by the parties in writing pursuant to Section Seven herein.

SECTION THREE RENT

- A. The total rent for the initial term shall be \$100/Week, and which Tenant shall pay In full at time of commencement, or weekly in advance.

**SECTION FOUR
INDEMNITY**

A. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless Lessor from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the use of the demised premises, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible personal property including loss of use resulting therefrom, but only to the extent that Tenant is found to be a percentage greater than zero liable.

**SECTION FIVE
INSURANCE**

B. Tenant shall maintain in effect throughout the term of this lease liability insurance covering the premises. Tenant shall provide Lessor with certificates of insurance executed by the insurer prior to taking possession of the property.

**SECTION SIX
DELIVERY UPON TERMINATION**

A. Upon the expiration of the term of this Agreement, Tenant agrees to remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the premises to Lessor peaceably and quietly in good order and condition as found and accepted by Tenant on the commencement date of this Agreement.

B. Within thirty (30) days following the expiration of this Agreement, Lessor agrees to execute and deliver the Property Rental Release Agreement attached hereto as Exhibit A. Delivery of such Property Release Agreement shall not be reasonably delayed or denied.

**SECTION SEVEN
MODIFICATION OF AGREEMENT**

A. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**SECTION EIGHT
NOTICES**

A. All notices, demand, or other writing in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed as follows:

TO LESSOR:

City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

TO TENANT:

Nathan Virgin
E80 Plus Constructors, LLC
7120 Patton Road
DeForest, WI 53532

B. The addresses to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

**SECTION NINE
ADDITIONAL DOCUMENTS**

A. The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement, has caused it to be executed this ____ day of _____.

TENANT:

E80 PLUS CONSTRUCTORS, LLC

By: Nathan Virgin

Signature: _____

Title: Project Manager

Attest: _____

LESSOR:

City of Ottumwa

By: Cara Galloway

Signature: _____

Title: Mayor Pro Tem

Attest: Christine Reinhard

Christina Reinhard, City Clerk

Exhibit A

PROPERTY RELEASE AGREEMENT

This Property Release Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between City of Ottumwa, IA ("Lessor"), and E80 Plus Constructors, LLC, a Wisconsin corporation, of 7120 Patton Road, Village of DeForest, State of Wisconsin authorized to conduct business in the State of Iowa ("Lessee").

For and in consideration of the sums paid under the parties duty executed in the Land Use Agreement dated _____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, its officers, employees, administrators, executors, assigns and legal representatives hereby release and discharge E80, its employees, officers, agents, successors and assigns from all manner of action and causes of action, suits, claims, judgements, demands, losses, punitive and compensatory damages, costs, expenses (including interest, penalties, attorneys' fees and expert fees) and rights whatsoever, in law or in equity, which may hereafter accrue, arising out of or in connection with Lessee's use and occupancy of Lessor's property. Such Release shall not affect or interfere with Lessor's indemnification rights, as provided by Section Four of the parties' Land Use Agreement, Dated _____. The undersigned represents and warrants that he/she has all requisite authority to execute this Agreement.

By: _____

Printed Name: _____

Attest: _____

Exhibit B



Figure above shows the staging area red (approximate location only). E80 Plus would plan to use this section of the parcels for construction activities related to railroad bridge rehabilitation on Arrison Street. The activities include taking delivery of aggregates and temporarily storing them until placement, parking vehicles and equipment, and unloading/loading semi tractor trailers with materials.

CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of: Jun 18, 2024

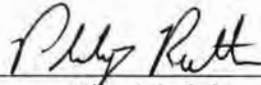
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 147-2024 - Approving an Agreement with McMahon Associates, Inc. for Professional Consulting Services

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 147-2024

DISCUSSION:

With the retirement of Fire Chief Miller in September of 2023, the position has not been filled in a permanent capacity. The City has attempted to fill the position on two occasions. The first time resulted in one eligible candidate who was offered the position and turned it down. The second time resulted in one applicant who was not certified under the civil service procedure. Since the first failed attempt to fill the position I have been looking for alternative support to assist with the administrative functions of the role. One of these options was a retired fire chief who reviewed the opportunity and expressed the task bigger than one person could take on. Another option that was explored was the use of a company which



specializes in the management of public safety and municipal entities. Attached to this document is a proposal for Professional Consulting Services for the fire department. The company would assign a team of professionals who have experience in the fire and emergency services area. They would be on site 4-5 days per month and available for consultation and support outside of those days.

The team would work with fire officers, city administration, and outside agencies as needed to review current practices and make recommendations related to required trainings, compliance with legal guidelines and standards, equipment, standard operating guidelines and policies, general operations, and EMS coordination. They work with current staff and DO NOT take command at any scene or incident. The company would provide support and guidance on the administrative side of the job and may prepare staff to be ready and able to take on the position the next time the job is posted for hire and/or assure the outside agencies that the City of Ottumwa of its support for the fire department and its future operation.

RESOLUTION NO. 147-2024

**RESOLUTION APPROVING AN AGREEMENT WITH
MCMAHON ASSOCIATES, INC FOR
PROFESSIONAL CONSULTING SERVICES**

WHEREAS, the City of Ottumwa has been operating without a full time fire chief since the retirement of Tony Miller; and

WHEREAS, the City has attempted on two separate occasions to fill the role and has been unsuccessful on both occasions, the first attempt resulting in a candidate turning down an offer and the most recent attempt receiving only one applicant; and

WHEREAS, McMahon Associates, Inc. has a Public Safety & Municipal Management component of their company which can provide support and counsel to the Interim Fire Chief, the Department, and the City; and

WHEREAS, the City has identified a need for Fire Management Counsel by professionals who can provide administrative support while evaluating and making recommendations related to the operating policies and procedures, equipment, training, and compliance of the fire department; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and McMahon Associates Inc. be hereby approved.

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 and the attached Agreement.

APPROVED, PASSED AND ADOPTED, this 18th day of June, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Fire Management Counsel

Prepared for The



WAPELLO COUNTY | IOWA

February 12, 2024

Prepared By

Kevin Kloehn, Public Safety Specialist

Jeffrey R. Roemer, Public Safety Manager



Fire Management Counsel

Prepared for The



Prepared By
McMahon Associates, Inc. | NEENAH, WISCONSIN
February 12, 2024

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February 12, 2024

City of Ottumwa
Attn: Philip Rath, City Administrator
105 E. Third Street
Ottumwa, IA 52501

Dear Mr. Rath,

We are pleased to submit a proposal for Fire Management Counsel for the City of Ottumwa. Our teams' passion for Public Safety and working with Fire Management provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMahon) team of consultants will not only meet your expectations, but also have extensive Fire Management experience.

McMahon's Public Safety and Municipal Management Group is a national and international consulting firm whose focus is on public sector consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 403 or by email at kkloehn@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

A handwritten signature in black ink that reads "Kevin Kloehn".

Kevin Kloehn
Public Safety Specialist

A handwritten signature in black ink that reads "Jeffrey R. Roemer".

Jeffrey R. Roemer
Public Safety Manager

JRR:kmh

McMahon provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current Fire Departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To provide Fire Management Counsel and make specific recommendations, it is critical that we receive quality information from officials, and staff. Accordingly, our approach includes regular meetings with the City Administrator and Fire Chief, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our goal is to provide our client with realistic recommendations for the administration and management of the fire department. These recommendations need to be practical and based on sound practical standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the City and Fire Department Administration.

Department Meetings

Initial meetings will be held with the City and Fire Administration and/or Fire Officers, to review the duties and responsibilities of McMahon during the term of this project.

Management Team

The management team will consist of the McMahon project team, primarily Kevin Kloehn, and the City Administrator, the Fire Chief and his Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan, which will be utilized to complete the project.

Availability

The McMahon project manager will be on-site an average of four to five days per month and will provide the ability for direct communications with the Fire Chief and City Administrator daily.

Administration

The management team will manage the project direction, revisions of department operations, coordination of agencies and resource needs.

Training

The management team will develop a department-wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.

Compliance

The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. McMahon will also assist with coordinating corporate and public legal assistance if needed.

Equipment and Maintenance

The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.

Standard Operating Guidelines

The Project Manager will also provide guidance and assistance with the implementation and training of any changes to the department standard operating guidelines and response plans.

External Contacts

The Project Manager will assist with external fire departments, dispatch and related agencies as needed.

Reporting

A management summary report will be provided to the City Administrator monthly. This report will outline the project team and department activities and actions that have taken place during this project.

Emergency Scene Operations

The management team will review current incident scene practices and uniformity and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices, and uniformity throughout the Department, based on the recommendations. McMahon personnel will not be in a position to take command at the scene of any incident.

EMS Coordination

The Project Manager would also be available to assist with EMS coordination as needed by the Department.

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Fire Management Counsel as follows:

Time & Expense estimated at: \$10,000 - \$13,000 per month

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated November 10, 2024, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience in projects similar in nature, it is estimated that it will take approximately five to eight (5-8) months to complete. This timeline is contingent upon the compliance issues that need to be worked on. There will be weekly communications with the City Administration and regular review of project hours and prioritizing of objectives.

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources ensure that the client receives the best possible combination of professional attention.

Kevin K. Kloehn – Public Safety Specialist

Kevin will serve as Project Manager. Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

Kevin I. Bierce – Senior Public Safety Specialist

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions including Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

Robert C. Whitaker – Senior Public Safety Specialist

Robert will assist the Project Team and has over 25 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

Gerald W. Kudek – Public Safety Specialist II

Gerald is an experienced and dedicated public safety professional with over 38 years of experience in the fire service. Starting as a paid-on-call firefighter, he advanced to a full-time career and has served in every aspect of the fire department, from firefighter/EMT, Motor Pump Operator, Lieutenant in charge of Training, Battalion Chief, and to his last 10 years as Fire Chief. His strong leadership and relationship building skills were key as the department gained City Council approval of 9 new firefighter positions (without grant or referendum), as well as moving forward with new station construction and a station remodel. His areas of expertise include fiscal responsibility, problem solving, and innovative thinking.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahon. He is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

RIPON AREA FIRE DISTRICT
Strategic Planning & Org Analysis and Fire Management Counsel
Ellen Sorenson
515 Aspen Street,
Ripon, WI 54971
920-745-2262

CITY OF MAUSTON
Fire Management Counsel
Mauston Police and Fire Commission
Brian McGuire, Chairman
btmcguire77@gmail.com
303 Mansion Street
Mauston, WI 53948
608-548-3035

HOLMEN FIRE DISTRICT
Fire Department Sustainability and Fire Management Counsel
Patrick Barlow, Fire Board President
barlow@holmenwi.com
710 South Main Street,
Holmen, WI 54636
608-526-9363

CITY OF BARABOO, WI
Fire Dept. Organizational & Consolidation Feasibility Study
Edward Geick, City Administrator
101 South Blvd
Baraboo, WI 53913
608-355-2715

CITY OF DE PERE, WI
Fire Dept. Organizational & Consolidation Feasibility Analysis and Interim Fire Chief Services
Larry Delo, City Administrator
335 S. Broadway
De Pere, WI 54115
920-339-4044

VILLAGE OF GERMANTOWN
Fire Management Counsel Services
Steven Kreklow, Village Administrator
skreklow@germantownwi.gov
N112W1701 Mequon Road
Germantown, WI 53022
262-250-4775

CITY OF GREEN BAY
Interim Fire Chief Services
Eric Genrich, Mayor
100 N. Jefferson Street
Green Bay, WI 54301
920-448-3000

VILLAGE OF JOHNSON CREEK
Interim Fire Chief Services and Fire Management Counsel
Sam Bell, Village Clerk
samb@johnsoncreekwi.org
125 Depot Street
Johnson Creek, WI 53038
920-699-2296