



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 8  
Bridge View Center, 102 Church St.

March 4, 2025  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member McAntire, Caviness, Reid, Galloway, Hoffman and Mayor Johnson

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 6 on February 18, 2025 as presented.
2. Acknowledge and approve March 4, 2025 Claims List as submitted by the Finance Department.
3. Approve Drug Task Force Bryne –JAG Grant Submission via internet and authorize the Mayor and Chief of Police to sign all related documents.
4. Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's General Store #1886 (504 W. Mary Street).
5. Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee #1 Fast & Fresh (1027 N. Quincy Ave.).
6. Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and MAD JUSTUS LLC, d/b/a MAD Ave Quik Shop (405 S. Madison Ave.).
7. Consideration of Order Regarding Affirmative Defense between the City of Ottumwa and Elliott Oil Company d/b/a Albia Rd. BP (1340 Albia Road).
8. Consideration of Order Regarding Affirmative Defense between the City of Ottumwa and Elliott Oil Company d/b/a North Court BP (1301 N. Court).
9. Beer and/or liquor applications for: SE Iowa Sports Center, 101 Church Street; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Arts & Culture Plan for the City of Ottumwa – Dennis Willhoit.

***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 on the disposition of City owned property located at 817 Lee.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 20-2025, accepting the offer and approving the sale of City owned property in Lot 10, Block 9 of the Clinton Place Addition, locally known as 817 Lee, to Rippling

Waters for the sum of \$125.

RECOMMENDATION: Pass and adopt Resolution No. 20-2025.

2. This is the time, place and date set for a public hearing on the disposition of City owned property located at 813 Lee.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 22-2025, accepting the offer and approving the sale of City owned property in Lot 11, Block 9 of the Clinton Place Addition, locally known as 813 Lee, to Rippling Waters for the sum of \$125,

RECOMMENDATION: Pass and adopt Resolution No. 22-2025.

3. This is the time, place and date set for a public hearing on disposition of City owned property located at 901 Queen Anne.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 37-2025, accepting the offer and approving the sale of 901 Queen Anne, Wapello County, Iowa to Manny Martinez for the sum of \$17,200.

RECOMMENDATION: Pass and adopt Resolution No. 37-2025.

#### G. ORDINANCES:

1. Ordinance No. 3241-2025, Amending City of Ottumwa, Iowa Code of Ordinances Chapter 12 – Elections to Adopt the Nomination by Petition Manner of Elections Provided for by Iowa Code Chapter 45 for the City of Ottumwa’s City Elections, in Accordance with Iowa Code Chapter 376, and Thus Cease Holding City Primary Elections.

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3241-2025.

2. Ordinance No. 3243-2025, Amending the Municipal Code of the City of Ottumwa, Iowa by Amending Section 31-14(a) entitled “Fees and Charges, Costs.” by Repealing and Replacing Ordinance No. 3239-2025.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3243-2025.

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

##### I. RESOLUTIONS:

1. Resolution No. 12-2025, approving updates to City Personnel Policies.

RECOMMENDATION: Pass and adopt Resolution No. 12-2025.

2. Resolution No. 35-2025, awarding the contract for Asbestos Abatement and demolition of the condemned property at 1550 Mable to Torres Construction in the amount of \$17,000.

RECOMMENDATION: Pass and adopt Resolution No. 35-2025.

3. Resolution No. 36-2025, awarding the contract for Asbestos Abatement and demolition of the condemned property at 424 Waverly to Torres Construction in the amount of \$8,250.

RECOMMENDATION: Pass and adopt Resolution No. 36-2025.

4. Resolution No. 39-2025, setting April 1, 2025 at 5:30 P.M. as the date for a Public Hearing on the FY26 Proposed Property Tax Levy.

RECOMMENDATION: Pass and adopt Resolution No. 39-2025.

5. Resolution No. 40-2025, authorizing the Mayor to execute four (4) permanent Sewer Easements and two (2) Temporary Sewer Easement Agreements for Construction of Public Improvements for the Blake's Branch, Phase 8, Division 3, Sewer Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 40-2025.

6. Resolution No. 41-2025, approving a Loan Agreement between the City of Ottumwa and VenuWorks, Inc.   \*\*Item Pulled - NO Legislative Action Occurred

RECOMMENDATION: Pass and adopt Resolution No. 41-2025.

7. Resolution No. 42-2025, approving a Demolition and Controlled Burn Agreement between the City of Ottumwa and the Ottumwa Community School District.

RECOMMENDATION: Pass and adopt Resolution No. 42-2025.

8. Resolution No. 43-2025, authorizing the removal of special assessments applied to 126 S. Cooper, 422 N. Wapello and a Vacant Lot on Hackberry all contained within Resolutions 199-2024 and 200-2024.

RECOMMENDATION: Pass and adopt Resolution No. 43-2025.

#### J. PUBLIC FORUM:

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

#### K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

#### ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 2/28/2025 TIME: 10:00 AM NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #08 to be held on 3/4/2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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 FAX MULTI TX REPORT  
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JOB NO. 0386  
 DEPT. ID 4717  
 PGS. 4

TX INCOMPLETE -----

TRANSACTION OK 916606271885  
 916416823269  
 ERROR 916416847834  
 916416828482

KTVO  
 Ottumwa Waterworks  
 Ottumwa Courier  
 Tom FM



CITY OF  
 OTTUMWA

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TX REPORT  
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JOB NO. 0386  
DEPT. ID 4717  
ST. TIME 02/28 10:03  
SHEETS 4  
FILE NAME

TX INCOMPLETE -----  
TRANSACTION OK 916606271885  
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ERROR 916416847834  
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KTVO  
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OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 6  
Bridge View Center, 102 Church St.

February 18, 2025  
5:30 O'Clock P.M.

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

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

McAntire moved, seconded by Hoffman to approve consent agenda: Mins. from Regular Mtg. No. 5 on Feb. 4, 2025 as presented; Ack. and approve Feb. 18, 2025 Claims List submitted by Finance; Ack. Jan. 2025 financial stmts submitted by Finance; Civil Service Elig. Lists for Feb. 12, 2025: Clerk Entrance, IT Tech Entrance and Engineering Tech I Entrance; Res. No. 19-2025, setting March 4, 2025 at 5:30 P.M. as date of public hearing on proposal to convey 817 Lee, to Rippling Waters; Res. No. 21-2025, setting March 4, 2025 at 5:30 P.M. as date of public hearing on proposal to convey 813 Lee, to Rippling Waters; Res. No. 31-2025, setting March 4, 2025 at 5:30 P.M. as date of public hearing on proposal to convey 901 Queen Anne, to Manny Martinez; Beer and/or liquor applications for: For the Love of Paint by Good Shepard Creations, 324 E. Main St.; Cerro Grande Meats & Market, 311 E. Main St. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Caviness. Nays: Reid.

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

City Admin. provided legislative update.

Mayor Johnson inquired if anyone from the audience wished to speak on any agenda items. Peg Lazio requested to speak on Item G-2.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for the S. Market St. Gateway Project. PW Dir/City Engineer Burgmeier reported. No objections rec'd. Hoffman moved, seconded by Galloway to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 25-2025, approving Plans, Specs., Form of Contract and Est. Cost for the S. Market St. Gateway Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on auth. of a Loan Agt. and Issuance of Notes not to exceed \$16,000,000 Sewer Revenue Capital Loan Notes. Fin. Dir. O'Donnell reported. No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 26-2025, instituting proceedings to take add'l action for issuance of Not to Exceed \$16,000,000 Sewer Revenue Capital Loan Notes, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on auth. of a Loan Agt. and Issuance of Notes not to exceed \$550,000 Gen. Ob. Capital Loan Notes (GCP). O'Donnell reported. No objections rec'd. McAntire moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Galloway that Res. No. 27-2025, instituting proceedings to take add'l action for issuance of Not to Exceed \$550,000 GO Capital Loan Notes (GCP), be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 30-2025, auth. Issuance of \$550,000 GO Capital Loan Notes, Series 2025, and Levying a Tax for the Payment Thereof, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on Proposed Ord. No. 3239-2025, Amending the Municipal Code of the City of Ottumwa, IA by Amending Section 31-14(a) entitled "Fees and Charges, Costs." O'Donnell reported an increase to sewer fees. A revised Ordinance was presented to Council drawing out the increases over ten yrs (through 2034). No objections rec'd. McAntire moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Hoffman to pass first consideration of Ord. No. 3239-2025, amending Municipal Code of the City of Ottumwa, IA by Amending Section 31-14(a) entitled "Fees and Charges, Costs." All ayes.

Caviness moved, seconded by McAntire to waive second and third considerations, pass and adopt Ord. No. 3239-2025. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Caviness. Nays: Reid.

Hoffman moved, seconded by Galloway to pass Third Consideration and Adopt Ord. No. 3238-2025, Amending Municipal Code of the City of Ottumwa, IA by Repealing and Replacing Section 25-114, as it relates to possession of tobacco by underage persons. All ayes.

Caviness moved, seconded by Hoffman to pass First Consideration of Ord. No. 3241-2025, Amending City of Ottumwa, IA Code Ch. 12 – Elections; to Adopt Nomination by Petition Manner of Elections Provided for by IA Code Ch. 45 for City of Ottumwa's City Elections, in Accordance with IA Code Ch. 376, and Thus Cease Holding City Primary Elections. Ms. Lazio is not in favor of eliminating primary provisions. All ayes.

Hoffman moved, seconded by Caviness to auth. City Staff to work with partnering entities to design and construct gateway sign at intersection of Roemer and S. Walnut. All ayes.

Hoffman moved, seconded by Galloway to approve grant submission and auth. Mayor and Chief of Police to sign application and contract for the State and Community Highway Safety Grant FY2026 to the Governor's Traffic Safety Bureau. All ayes.

Galloway moved, seconded by Hoffman that Res. No. 23-2025, accepting work as final and complete and approving Final Pay Request for the 2024 Street Patch Repair Program, be passed and adopted. Total Contract Amt. \$111,002.16. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 24-2025, accepting work as final and complete and approving Final Pay Request for the 2024 Asphalt Street Repair Program, be passed and adopted. Total Contract Amt. \$566,446.55. All ayes.

Hoffman moved, seconded by Galloway that Res. No. 28-2025, auth. FY25 Second Quarter Transfers as submitted by Finance, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 29-2025, auth. purchase of Five MSA Self-Contained Breathing Apparatus (SCBA) for Fire Dept. (\$51,780), be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 32-2025, removing special assessments applied to 901 Queen Anne contained on Res. No. 199-2024 and 200-2024, totaling \$1,306 including admin. costs and interest, be passed and adopted. All ayes.



Caviness moved, seconded by Hoffman that Res. No. 33-2025, approving Service Agt. with iWorQ for Add'l Data Storage for Permitting and Code Enforcement Software Program, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 34-2025, approving CO No. 1 for Purchase of a New Combi-Oven for the Bridge View Center, be passed and adopted. All ayes.

Mayor Johnson asked if anyone from the audience wished to address Council on any non-agenda items; Tom Lazio discussed ongoing EMS and ambulance services.

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

Adjournment was at 7:14 P.M.



ATTEST:

Christina Reinhard  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Richard W. Johnson  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 3/1/2025.

Item No. B.-2.

CITY OF OTTUMWA		
CLAIMS LISTING 3-4-25 COUNCIL MEETING		
Vendor Name	Purpose	Amount
AA LOCKS & KEYS	BUILDING MAINT REPAIR	\$ 20.60
ACCENT WIRE-TIE	VHCL MTCE SUPPLIES	\$ 2,360.00
AHLERS & COONEY P.C.	LEGAL FEES	\$ 11,056.05
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	\$ 863.76
American Trade Mark Company	TOOLS & SMALL EQUIP	\$ 6,126.51
ASCENDANCE TRUCKS LLC	VHCL MTCE SUPPLIES	\$ 566.21
BALCON AIR AND WATER BALANCING	LAB SUPPLIES	\$ 959.25
BI-STATE CONTRACTING INC.	CONTRACTUAL SERVICES	\$ 23,922.39
BLACKHAWK BODYSHOP AND	VHCL MTCE SUPPLIES	\$ 11,390.16
BLACKSTONE PUBLISHING	LIBRARY MAT.-JAMES ESTATE	\$ 39.99
BOMGAARS SUPPLY	STREET MAINT SUPPLIES	\$ 32.98
BRIDGE CITY SANITATION LL	OTHER PROF SERV	\$ 13,185.50
BRIDGE CITY TRUCK REPAIR	VHCL MTCE SUPPLIES	\$ 246.49
BUB'S TREE CARE	TREE TRIMMING	\$ 3,300.00
C & C MANUFACTURING LLC	VHCL MTCE SUPPLIES	\$ 68.60
CAPITAL ONE	OFFICE SUPPLIES	\$ 600.62
CENTRAL SALT LLC	STREET MAINT SUPPLIES	\$ 28,002.24
CODJOE, BARB	Travel & Conferences	\$ 151.20
CODY CRAYCRAFT	CLOTHING ALLOWANCE	\$ 85.01
COLD SPRING GRANITE COMPA	OPERATING SUPPLIES	\$ 135.00
CONSOLIDATED ELECTRICAL	BLDG MAINT & REPAIR	\$ 442.71
D P PLUMBING PLUS	GROUND MAINT & REPAIR	\$ 3,250.00
DANIELS FILTER SERVICE	OPERATING SUPPLIES	\$ 427.26
DOUDS STONE LLC	STREET MAINT SUPPLIES	\$ 144.58
ECOSYSTEMS INC	SLUDGE HAULING	\$ 5,100.00
ELLIOTT OIL COMPANY	IOWA FUEL TAX	\$ 219.16
FASTENAL COMPANY	OPERATING SUPPLIES	\$ 49.12
FRIENDS OF THE GRIMES	PROGRAM SUPPLIES	\$ 450.00
GALLS LLC	SUSTENANCE SUPPLIES	\$ 595.92
GEOTECH SAND & STONE INC	STREET MAINT SUPPLIES	\$ 7,185.23
HAWKEYE POLYGRAPH	OTHER PROF SERV	\$ 350.00
HDR ENGINEERING INC.	CAPITAL IMPROVEMENTS	\$ 2,086.99
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	\$ 309.00
HELMUTH REPAIR, INC.	BUILDING MAINT REPAIR	\$ 269.70
HOPKINS & HUBBNER PC	LEGAL FEES	\$ 9,408.99
ICAP	PROPERTY INSURANCE	\$ 975,813.00
IDEAL READY MIX	STREET MAINT SUPPLIES	\$ 563.75
IMWCA	FIRE W/C 411 CLAIMS	\$ 17,684.51
INDIAN HILLS COMM COLLEGE	Printing	\$ 222.00
INDUSTRIAL CHEMICAL	BUILDING MAINT REPAIR	\$ 115.00
INFOMAX	TECHNOLOGY SERVICES	\$ 270.42
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	\$ 845.62
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	\$ 1,072.03
IOWA DEPT OF PUBLIC SAFET	TECHNOLOGY SERVICES	\$ 5,790.00

IOWA DEPT/PUBLIC SAFETY	TECHNOLOGY SERVICES	\$ 5,790.00
IOWA LAW ENFORCEMENT ACADEMY	OTHER PROF SERV	\$ 150.00
JEREMY TOSH	TRAVEL & CONFERENCE	\$ 20.00
JOHN FENNER	OPERATING SUPPLIES	\$ 139.09
JOSH MILLER	TRAVEL & CONFERENCE	\$ 75.27
LEGACY FIRE APPARATUS	VHCL MTCE SUPPLIES	\$ 146.21
MACQUEEN EQUIPMENT	TOOLS & SMALL EQUIP	\$ 32.90
MEET OTTUMWA	CONV & VISITOR BUREAU	\$ 13,921.00
MIDWEST AUTO GLASS & TIRE	VHCL MTCE SUPPLIES	\$ 19.00
MIKES TIRE AND	VHCL MTCE SUPPLIES	\$ 262.00
MOSE LEVY COMPANY INC	VHCL MTCE SUPPLIES	\$ 511.80
MOTION INDUSTRIES	OTHER SMALL CAPITAL	\$ 4,172.97
NORRIS ASPHALT PAVING INC	STREET MAINT	\$ 28,322.33
OFFICIAL PEST CONTROL	GROUND MAINT & REPAIR	\$ 55.00
OTTUMWA GLASS	VHCL MTCE SUPPLIES	\$ 40.00
OTTUMWA HEALTH GROUP LLC	EMPLOYEE PHYSICALS/TESTS	\$ 212.00
PETTY CASH OTTUMWA PARK	VHCL MTCE SUPPLIES	\$ 6.00
PHILIP RATH	TRAVEL & CONFERENCE	\$ 101.40
PHILLIP BURGMEIER	TRAVEL & CONFERENCE	\$ 26.00
PITNEY BOWES GLOBAL	RENTS & LEASES	\$ 159.57
PPG ARCHITECTURAL FINISHE	OPERATING SUPPLIES	\$ 254.60
QUALITY SERVICES 149	VHCL MTCE SUPPLIES	\$ 1,495.40
R & R INDUSTRIES, INC.	SUSTENANCE SUPPLIES	\$ 292.73
RACOM CORPORATION	OTHER CAPITAL EQUIPMENT	\$ 17,831.93
RG CONSTRUCTION LLC	BUILDINGS	\$ 52,202.50
RIDGWAY ELECTRIC LLC	BUILDING MAINT REPAIR	\$ 220.46
RYGO LLC	CONTRACTUAL SERVICES	\$ 15,900.00
S & L ALL SEASON	EQUIP REPAIR	\$ 792.93
SAMANTHA CAIN	TRAVEL & CONFERENCE	\$ 22.40
SCS ENGINEERS	ENGINEERING	\$ 3,185.75
SNYDER WATER	OTHER MAINT & REPAIR	\$ 420.00
SPILMAN AUTO PARTS INC	VHCL MTCE SUPPLIES	\$ 95.00
STREICHER'S	TOOLS & SMALL EQUIP	\$ 262.52
STRESSCRETE INC	STREET MAINT SUPPLIES	\$ 812.00
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 3,912.69
TK CONCRETE	STREET MAINT	\$ 15,843.64
TODD NICKEL	TRAINING	\$ 12.00
TRADEBE ENVIRONMENTAL	HAZARDOUS WASTE DISPOSAL	\$ 9,823.82
TRUCK EQUIPMENT INC	VHCL MTCE SUPPLIES	\$ 3,652.20
TUMBLEWEED PRESS INC.	CONTRACTUAL SERVICES	\$ 650.00
UPS	POSTAGE & SHIPPING	\$ 51.37
VAN DIEST SUPPLY COMPANY	GROUND MAINT & REPAIR	\$ 983.20
VEENSTRA & KIMM INC	ENGINEERING	\$ 37,214.58
VULCAN INDUSTRIES INC.	OTHER MAINT & REPAIR	\$ 122.75
WAYNE'S TIRE	VHCL MTCE SUPPLIES	\$ 290.00
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	\$ 190.30
AFLAC	AFLAC DEDUCTION PAYABLE	\$ 2,541.45

CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	\$ 2,093.67
ELITE FIRE SPRINKLER SYS	GROUNDS MAINT & REPAIR	\$ 385.00
ELLIOTT OIL COMPANY	FUEL TAX	\$ 19,024.80
FARMERS COOP ASSOCIATION	VHCL MTCE SUPPLIES	\$ 493.69
IOWA DEPARTMENT OF REVENUE	GARNISHMENTS PAYABLE	\$ 82.48
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 1,547.08
MISSIONSQUARE	ICMA DEF COMP PAYABLE	\$ 1,305.38
OTTUMWA WATER & HYDRO	OPERATING SUPPLIES	\$ 187.47
SOUTHERN IOWA ELECTRIC	OPERATING SUPPLIES	\$ 85.50
WAPELLO COUNTY SHERIFF	GARNISHMENTS PAYABLE	\$ 415.24
WINDSTREAM ENTERPRISE	Telephone/IT	\$ 2,270.74
BRIDGE CITY SANITATION LL	FUEL SURCHARGE	\$ 8,288.39
CENTURYLINK	Telephone/IT	\$ 981.47
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	\$ 933.34
M S MARTIN ENTERPRISES IN	POSTAGE & SHIPPING	\$ 4,316.00
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 64.00
MURPHY TRACTOR & EQUIPMNT	OTHER CAPITAL EQUIP	\$ 299,450.00
OTTUMWA WATER & HYDRO	WATER	\$ 79.53
TOTAL		\$ 1,701,020.09

received  
227-25 1245

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Police  
Department

Lt. Jason Bell  
Prepared By  
*[Signature]*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Consideration of Drug Task Force Byrne-JAG Grant.

\*\*\*\*\*  
 **\*\*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: To approve the submission via the internet and authorize the Mayor and Chief of Police to sign all related documents.

DISCUSSION: The Ottumwa Police Department is the grant administrator for the Southeast Iowa Inter-Agency Drug Task Force which includes funding for two Ottumwa Police Department officers and one Wapello County Deputy. This will be the 36th year this grant has provided funding for the Drug Task Force.

The City of Ottumwa and Wapello County will provide funding to make up the difference not covered by the Byrne/JAG Grant. The funding has been included in the 2025/2026 budget. The Southeast Iowa Inter-Agency Drug Task Force includes the counties of Davis, Jefferson, Keokuk, Van Buren, and Wapello.

Source of Funds: 001-112-6010

Budgeted Item:  Budget Amendment Needed: No

# 601192 - Southeast Iowa Inter-Agency Drug Task Force

## Application Details

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**Funding Opportunity:** 597555-SFY 2026 JAG/SCIP/RSAT/PSN  
**Funding Opportunity Due Date:** Mar 5, 2025 4:30 PM  
**Program Area:** Byrne-Justice Assistance Grant Program (JAG)  
**Status:** Editing  
**Stage:** Final Application

**Initial Submit Date:**  
**Initially Submitted By:**  
**Last Submit Date:**  
**Last Submitted By:**

## Contact Information

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### Primary Contact Information

**First Name\*:** Jason Phillip Bell  
First Name Middle Name Last Name  
**Title:**  
**Email\*:** bellj@ottumwa.us  
**Address\*:** 330 W. 2nd  
  
Ottumwa Iowa 52501  
City State/Province Postal Code/Zip  
**Phone\*:** (641) 683-0631 Ext.  
Phone  
###-###-####  
**Fax:** ###-###-####

### Organization Information

**Name\*:** Ottumwa Police Department  
**Organization Type\*:** City Government

**DUNS:** 10-670-8212  
##-###-####  
**Tax Id:**  
**Unique Entity Identifier (UEI):**  
**Organization Website:** <http://www.cityofottumwa.org>  
**Address\*:** 330 West Second Street

Ottumwa Iowa 52501  
City State/Province Postal Code/Zip  
**Phone\*:** (641) 683-0636 Ext.  
###-###-####  
**Fax:** (641) 683-0656  
###-###-####

## Minority Impact Statement

---

### *Minority Impact Statement*

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? \*: No

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? \*: No

I hereby certify the information above is complete and accurate to the best of my knowledge.\*: Yes

Chief Chad Farrington  
Title First Name Last Name

## Information & Instructions

---

### *Application Information & Instructions*

General Grant Program Information and Instructions are available as an Adobe Acrobat (pdf) file in this solicitation. (See Attachments - Program Application Information and Instructions). Application instructions are also available on the Office of Drug Control Policy website.

Grantees are strongly encouraged to review this information. Failure to comply with grant requirements may result in disqualification of your application. Contact Dennis Wiggins with questions 515-805-4141 or [wiggins@dps.state.ia.us](mailto:wiggins@dps.state.ia.us)

**General Grant Program Information and Instructions have been received and reviewed. \*:** Yes

## Cover Sheet

---

### ***Legal Applicant***

**Legal Applicant - Agency\*:** Ottumwa Police Department  
Unit of government making application

This is the person who will sign the grant contract/certifications on behalf of the applicant agency.

**Legal Applicant - Name & Title\*:** Richard Johnson Mayor, City of Ottumwa  
First and Last Name Title

**Legal Applicant E-mail\*:** johnsonr@ottumwa.us

Enter the Unique Entity ID (UEI) assigned by SAM.gov. The Federal Government transitioned to the UEI April 4, 2022. The UEI replaced your DUNS number as the unique identifier for Federal Contractors and Assistance Recipients.

**Unique Entity ID\*:** EBZ4BALLJJV6  
12 characters

The Vendor ID is the number assigned to your agency by the state accounting system. The ID is used by state agencies to direct payments to the address and accounting systems defined by you. If you don't know your Vendor ID, first check with your accounting staff and then contact ODCP or State Accounting.

**Vendor ID Number\*:** 0000-2130148  
Four zeros followed by a dash and seven digit ID(0000-XXXXXXX)

### ***Project Director***

**Project Director\*:** Jason Bell  
First Name Last Name

**Street\*:** 330 W. 2nd Street

**Street:**

**City/State/Zip Code\*:** Ottumwa Iowa 52501  
City State Zip Code

**Phone\*:** 641-683-0631  
Enter 10 digit number - no special characters

**e-mail\*:** bellj@ottumwa.us

### ***Fiscal Officer***

**Fiscal Officer\*:** Cole O'Donnell  
First Name Last Name

**Phone\*:** 641-683-0622  
Enter 10 digit number - no special characters

**e-mail\*:** odonnellc@ottumwa.us

### ***Project Title***

**Descriptive Title of the Project\*:** Southeast Iowa Inter-Agency Drug Task Force



**Level of Government**

Indicate the Applicant Agency level of government. \*: Municipal

**High Risk Designation**

Has the applicant agency been identified by a State or Federal Agency as a high risk grantee or been suspended or debarred? \*: No

**Other Project Support**

Does this application request funding to expand or continue a project which was initiated with another funding source?\*: No

**Civil Rights Training**

Applicant agency has reviewed the civil rights training identified in the instructions above. Relevant information has been communicated to the appropriate agency personnel. \*: Yes

**Budget Detail Worksheet - No Match**

---

**Personnel**

<b>Position/Title &amp; Employing Agency</b>	<b>Federal Share Priority</b>
Unit Supervisor, Ottumwa Police Department	\$30,345.00 1
Investigator, Wapello County Sheriff's Department	\$30,345.00 2
Investigator, Ottumwa Police Department	\$30,345.00 3
	<b>\$91,035.00</b>

---

**Fringe Benefits**

<b>Position/Title &amp; Employing Agency</b>	<b>Federal Share Priority</b>
No Data for Table	

**Overtime**

<b>Position/Title &amp; Employing Agency</b>	<b>Computation</b>	<b>Federal Share Priority</b>
No Data for Table		

### **Travel**

<b>Purpose of Travel</b>	<b>Location</b>	<b>Item/Computation</b>	<b>Federal Share Priority</b>
		No Data for Table	

### **Equipment**

<b>Item</b>	<b>Computation</b>	<b>Federal Share Priority</b>
		No Data for Table

### **Supplies**

<b>Item</b>	<b>Computation</b>	<b>Federal Share Priority</b>
		No Data for Table

### **Procurement Contracts**

<b>Item</b>	<b>Computation</b>	<b>Federal Share Priority</b>
		No Data for Table

### **Other Costs**

<b>Item</b>	<b>Computation</b>	<b>Federal Share Priority</b>
		No Data for Table

### **Budget Summary**

**Federal Total\*:** \$91,035.00

## **Budget Justification - 2024**

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### **Personnel**

Costs should be consistent with agency written policies, compensation should be reasonable and consistent with that paid for similar work in other comparable agencies.

List by Position Title. Base salary rate and other paid compensation need to be listed separately. Include any formulas used. Also include percent of time involved in this project. (Example - Computer Programmer Salary \$90,000 x 30% = \$27,000) \$27,000 is the amount you are requesting for this position.

Overtime should be included as a separate line item in the Overtime section below.

#### **Personnel:**

The current overall award for the Southeast Iowa Inter-Agency Drug Task Force is \$86,700. This amount is divided equally between the three funded positions totaling \$28,900 each.

This fiscal year we were allowed to apply for no more than 105% of our current award for continuation grantees.

This total amount is calculated by multiplying \$86,700 by 1.05 for a total of \$91,035. Dividing that amount equally for our three funded positions allocates \$30,345 for each position.

After July 1,2025, the annual salary for our drug task force supervisor which is our priority 1 position will be \$99,699.60. The annual salary for the Wapello County Deputy Investigator which is our priority two position will be \$80,894.35. The annual salary for the Ottumwa Police Department Investigator which is our priority three position will be \$89,150.88. These three positions are assigned to the drug task force full time for 100% of their regular hours worked.

**Personnel Benefits**

Benefits Position/Title	Employing Agency	% to project	Insurance				Workers Comp Unemployment	Total (Federal Share)
			FICA	Dental, Life	Retirement			
Position #1		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #2		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #3		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #4		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #5		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #6		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #7		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #8		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #9		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #10		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #11		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #12		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #13		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #14		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #15		0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>								<b>\$0.00</b>

**OT**

Describe how OT will be utilized, list over time rate(s) and the number of overtime hours to be worked.

**Overtime:**

**Travel**

Transportation and subsistence of project personnel for project related travel and travel for training events. Out of state travel requires prior approval from ODCP. State travel policies apply. State travel policies are available on the Iowa Department of Administrative Services website.

Include contractor/consultant travel in Procurement Contracts section.

**Travel:**

**Equipment**

Type of equipment, quantity and unit price. Purpose of purchase and percent of time involved in project, and staff who will use the equipment. (Definition of Equipment = item with a value of \$10,000 and a life expectancy of 1 year or more - if an item does not meet this definition include it in the Supplies line item.) Use procedures consistent with agency's written procurement policies.

**Equipment:**

**Supplies**

Supplies, printing, expendables (telephone, gas, electricity). Relate costs to project activities. Itemize all expenses. Miscellaneous expenses will not be funded

**Supplies:**

**Procurement Contracts**

Individual consultants or service organizations. Specify purpose of contract and itemize all consultant fees, consultant expenses, and contracts.

Legal applicant shall follow the same policies and procedures used for competitive bid and procurement from its non-federal funds.

Contract services require ODCP approval.

**Contract Services:**

**Other Costs**

List items by type. Generally, Other Expenses include items such as rent, indirect costs, operating expenses, telephone, data services, rent, etc.

**Other Costs:**

**New/Continuation Applicants**

**Is this an application for a new program? \*:**

No

See definition of "new" and "continuation" applicant in the solicitation instructions.

**Cash Match**

**Does your project budget include cash or in-kind match?\***

Yes

**If applicable, describe the level and source of in-kind and cash match. :**

The City of Ottumwa and Wapello County have both budgeted to cover the portion of wages for their respective staff not funded by the Byrne Jag Grant through the Office of Drug Control Policy.

Enter

### ***Interview Preference***

**Please indicate your preference of date/time, should your application be approved for a grant reviewer interview. Identify up to three preferences for the interview date & if you prefer a morning or afternoon interview.**

April 9/ Either morning or afternoon    April 10/ Either morning or afternoon  
1st choice (date/morning or afternoon)    2nd choice (date/morning or afternoon)

**Interviews will tentatively take place March 24th - April 15th.**

If selected, the Project Director identified in this application will receive an invitation to the grant reviewer interview via e-mail. The e-mail will identify the date/time and will include a link to the interview.

Note: It is unlikely that ODCP will be able to accommodate every applicant's preferred interview date/time. If you are assigned a date/time that you are unable to comply with, contact the ODCP for direction.

:

April 11/ Either morning or afternoon  
3rd choice (date/morning or afternoon)

**Please note if there are any special accommodations required to participate in the grant review interview.:**

N/A

## **Abstract - Combined Applications**

---

### ***Application Abstract***

*Maximum of 3,700 characters*

**Provide a descriptive summary of the need/problem to be addressed.**

**Describe the key activities of the proposed project.**

**Describe the expected outcomes of the proposed project.**

**\*:**

The Southeast Iowa Inter-Agency Drug Task Force covers a five county area in southeast Iowa with a total population of 77,198. The City of Ottumwa, our task force's largest community, has a population of 25,350 which includes a diverse population. The City of Ottumwa is geographically a hub to drug distribution to the outlying areas in the task force coverage area.

Methamphetamine is the most widely abused drug in our area. According to the "Methamphetamine-Substance Abuse Brief" published by the Iowa Health and Human Services website in January 2023, Wapello County Ranks highest in the State of Iowa for methamphetamine related treatment by county. Wapello County registered 1,012 admissions per 100,000 of population. The lowest county for methamphetamine related treatment admissions was Johnson County with 51 admissions per 100,000 of population. This illustrates that Wapello County has a 181% worse treatment rate for methamphetamine abuse than the lowest county in the state.

Sieda Behavior Health and Treatment Services has an office in Ottumwa that provides drug treatment services to clients in the community for substance abuse issues. In 2024, Sieda provided substance abuse and treatment services to 1,363 clients from our community. Methamphetamine abuse was highest diagnosis of all drugs screened with 51% of the clients reporting they used/abused meth.

There is a direct correlation between drug abuse and criminal activity. According to the Iowa Uniform Crime Reporting System, Wapello County ranked third highest in crime density per 100,000 in population in 2024. Wapello County was behind only Scott County (Davenport) and Woodbury County (Sioux City) which are each much larger in population.

Key Activities of the task force are to investigate and successfully prosecute drug traffickers, drug trafficking organizations, and drug users. This is accomplished through various investigative methods such as; conducting controlled purchases of illegal drugs; executing search warrants, interdiction of controlled substances through shipping and mail providers; surveillance of case targets; analyzing intelligence obtained from search warrants of cell phones and social media; preparing for court by interacting with the prosecuting attorney; and continued interaction with our local, state, and federal law enforcement agencies.

We expect that we will reduce the availability of illegal drugs to our task force coverage area. Also, persons arrested and convicted from task force cases are usually required to participate in a drug treatment program as part of their probation or while they are in the prison system. This provides the arrestee an opportunity for treatment services that they would not have had without intervention by law enforcement.

## Letters of Support - New Grantees

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### Letters of Support

Does your application include letters of support (New Applicants)?\*: No

### Letters of Support

Description	File Name	Type	Size	Upload Date
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**Description**

**File Name**

**Type**

**Size**

**Upload Date**

*No files attached.*

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Mar 4, 2025

Christina Reinhard *cjr*  
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company, d/b/a Casey's General Store #1886 in the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 1st Violation with Casey's General Store #1886 at 504 W. Mary Street.

DISCUSSION: On January 30, 2025, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Casey's General Store #1886  
504 W. Mary  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above captioned permit holder has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300). This sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). The City Council shall authorize the Mayor to sign the order Accepting Acknowledgement/Settlement Agreement - 1st Violation.

**ORDER ACCEPTING  
ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Casey's General Store #1886  
504 W. Mary Street  
Ottumwa, Iowa 52501

Casey's Marketing Company  
1 SE Convenience Boulevard  
Ankeny, Iowa 50021

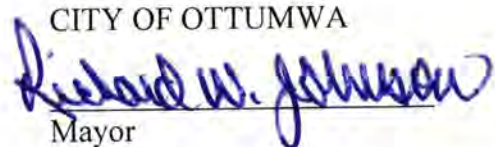
**ORDER ACCEPTING  
ACKNOWLEDGEMENT /  
SETTLEMENT AGREEMENT**

---

ON this 4<sup>th</sup> day of March, 2025, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

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

CITY OF OTTUMWA  
  
Mayor

ATTEST:

  
  
City Clerk

4928-8535-6831-1\10981-1000

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Casey's General Store #1886  
504 W. Mary  
Ottumwa, Iowa 52501

Casey's Marketing Company  
1 SE Convenience Boulevard  
Ankeny, Iowa 50021

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on January 30, 2025, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa to settle the above-referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

Signature Kyle Paris

Director, Enterprise Risk & Compliance  
Title

February 11, 2025  
Date

CITY OF OTTUMWA

Signature [Signature]

Asst. City Attorney  
Title

24 February 2025  
Date

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

Receipt No: 15000090

Mar 3, 2025

Casey's Marketing Company

CITY CLERK

Tobacco Violation - 300.00

Caseys #1886 - Mary St.

Total: 300.00

CLERK CHECKS

Check No: 439677 300.00

Total Applied: 300.00

Change Tendered: .00

03/03/2025 4:06 PM

CITY OF OTTUMWA  
105 E THIRD STREET  
OTTUMWA IA 52501

VDR 29645 CK NO 439677

Memo	Invoice Date	Invoice Number	Amount	Discount	Net Amount
PATYIE/RISKCOMP	02/10/25	20250211	300.00	0.00	300.00
			300.00	0.00	300.00

Detach Before Depositing

WARNING: ORIGINAL DOCUMENT IS PRINTED IN BLUE INK.

Date  
02/11/25



CASEY'S GENERAL STORES  
P.O. BOX 3001  
ANKENY, IOWA 50021-8045



36-1901  
1012

Check No.  
439677

Amount  
\$300.00

PAY \*\*\*THREE HUNDRED DOLLARS AND ZERO CENTS

TO THE ORDER OF CITY OF OTTUMWA IA  
105 E THIRD ST  
OTTUMWA IA 52501 US

*Brian J. Johnson*

WARNING: ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE.



February 12, 2025

City of Ottumwa  
c/o Logan S. Brundage  
Assistant City Attorney  
Ahlers & Cooney  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

RE: Ottumwa, IA #5 (#1886) / 504 W. Mary Street

Dear Mr. Brundage:

Enclosed is the original of the signed Acknowledgment/Settlement Agreement as well as Casey's check in the amount of \$300 as payment of the civil penalty with respect to the failed tobacco sting on January 30, 2025, at the Casey's store in Ottumwa, Iowa. Thank you,

Sincerely,

A handwritten signature in black ink that reads "Patty Ewing". The signature is written in a cursive style.

Patty Ewing  
Compliance Analyst



**CASEY'S GENERAL STORES, INC.**

P.O. Box 3001 • Ankeny, Iowa • 50021-8045

DES MOINES IA 500

14 FEB 2025 PM 2 L

FIRST CLASS



US POSTAGE



ZIP 50323 \$ 000.69<sup>0</sup>

02 7W  
0008029815 FEB 15 2025



City of Ottumwa  
c/o Logan S. Brundage  
Assistant City Attorney  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

50309-294650



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Mar 4, 2025

Christina Reinhard   
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee #1 Fast & Fresh in the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 1st Violation with Hy-Vee #1 Fast & Fresh at 1027 N. Quincy Ave.

DISCUSSION: On January 30, 2025, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Hy-Vee #1 Fast & Fresh  
1027 N. Quincy Ave.  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above captioned permit holder has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300). This sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). The City Council shall authorize the Mayor to sign the order Accepting Acknowledgement/Settlement Agreement - 1st Violation.

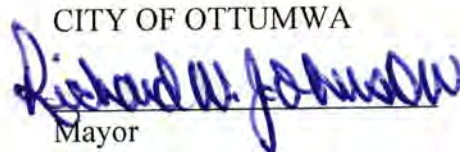
**ORDER ACCEPTING  
ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

<p>IN RE:</p> <p>Hy-Vee #1 Fast &amp; Fresh 1027 N. Quincy Ottumwa, Iowa 52501</p>	<p>Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, Iowa 50266</p> <p style="text-align: center;"><b>ORDER ACCEPTING ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT</b></p>
--	---

ON this 4<sup>th</sup> day of March, 2025, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

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

CITY OF OTTUMWA  
  
Mayor

ATTEST:

  
City Clerk

4912-2002-1791-1\10981-1000

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Hy-Vee #1 Fast & Fresh  
1027 N. Quincy  
Ottumwa, Iowa 52501

Hy-Vee, Inc.  
5820 Westown Parkway  
West Des Moines, Iowa 50266

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on January 30, 2025, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa, to settle the above-referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

PERMITTEE

Nate Allen  
Signature Nate Allen

Senior Vice President  
Title

2/13/2025  
Date

CITY OF OTTUMWA

Jorgan Bundage  
Signature

Asst. City Attorney  
Title

24 February 2025  
Date

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

Receipt No: 15000089

Mar 3, 2025

Hy-Vee, Inc.

CITY CLERK

Tobacco Violation - 300.00

Hy-Vee #1 Fast & Fresh -  
Quincy

Total: 300.00

CLERK CHECKS

Check No: 2324033 300.00

Total Applied: 300.00

Change Tendered: .00

03/03/2025 4:02 PM

CITY OF OTTUMWA  
105 E THIRD STREET  
OTTUMWA IA 52501

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.



Hy-Vee, Inc.  
5820 Westown Parkway  
West Des Moines, IA 50266-8223

VENDOR NUMBER: 0010014656  
CHECK DATE: 02/12/25  
VOID 90 DAYS AFTER ISSUE DATE

CHECK NUMBER **2324033**

Wells Fargo Bank

56-382/412

**PAY** *Three Hundred Dollars*

\$\*\*\*\*\*300.00

**TO THE  
ORDER OF:** CITY OF OTTUMWA  
105 E THIRD  
OTTUMWA, IA 52501

TREASURER





A Helpful Smile In Every Aisle

February 13, 2025

Assistant City Attorney Logan S. Brundage  
Ahlers & Cooney, PC  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

Re: Sale of Tobacco to Minor – 1<sup>st</sup> Violation  
Hy-Vee Fast & Fresh #1  
1027 N. Quincy  
Ottumwa, Iowa

Dear Mr. Brundage:

Enclosed herewith please find our check payable to the City of Ottumwa in the amount of \$300.00 representing payment in full of the civil penalty imposed by the above-referenced violation. I enclose the executed Acknowledgement/Settlement Agreement. Please confirm receipt of this payment in writing and contact the undersigned if you have any questions.

Very truly yours,

HY-VEE, INC.

Andrea M. Smook  
Assistant General Counsel

AMS:jlj  
Enclosures



Hy-Vee, Inc.  
A Helpful Smile In Every Aisle  
Hy-Vee is an Equal Opportunity Employer  
Hy-Vee is a 501(c)(3) Non-Profit Organization

FIRST-CLASS  
AUTO LETTER



US POSTAGE PAID BY THE ADDRESSEE



ZIP 50266 \$ 000.62<sup>2</sup>  
02 7W  
0008032664 FEB 13 2025

Assistant City Attorney Logan S. Brundage  
Ahlers & Cooney, PC  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

AAW29MB 50309



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Mar 4, 2025

Christina Reinhard  
Prepared By 

Police  
Department

\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Consideration of Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and MAD JUSTUS LLC, d/b/a MAD Ave Quik Shop in the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement 1st Violation with MAD Ave Quik Shop at 405 S. Madison Ave.

DISCUSSION: On January 30, 2025, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

MAD Ave Quik Shop  
405 S. Madison Ave.  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above captioned permit holder has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300). This sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). The City Council shall authorize the Mayor to sign the order Accepting Acknowledgement/Settlement Agreement - 1st Violation.

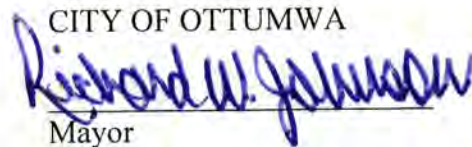
**ORDER ACCEPTING  
ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

<p>IN RE:</p> <p>MAD Ave Quik Shop 405 S. Madison Avenue Ottumwa, Iowa 52501</p>	<p>MAD JUSTUS LLC 233 W. Alta Vista Avenue Ottumwa, Iowa 52501</p> <p style="text-align: center;"><b>ORDER ACCEPTING ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT</b></p>
--	---

ON this 4<sup>th</sup> day of March, 2025, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

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

CITY OF OTTUMWA  
  
Mayor

  
ATTEST:  
  
City Clerk

4904-5429-9423-1\10981-1000

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

MAD Ave Quik Shop  
405 S. Madison Avenue  
Ottumwa, Iowa 52501

MAD JUSTUS LLC  
233 W. Alta Vista Avenue  
Ottumwa, Iowa 52501

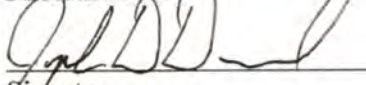
**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on January 30, 2025, will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) have enclosed a check for the amount of \$300.00 made payable to the City of Ottumwa, Iowa, to settle the above-referenced complaint. I (We) understand that in order to conclude this matter the City Council of the City of Ottumwa must approve this settlement agreement.

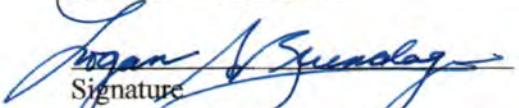
PERMITTEE

  
\_\_\_\_\_  
Signature

*OWNER/MANAGER*  
\_\_\_\_\_  
Title

*2/17/25*  
\_\_\_\_\_  
Date

CITY OF OTTUMWA

  
\_\_\_\_\_  
Signature

*Asst. City Attorney*  
\_\_\_\_\_  
Title

*24 February 2025*  
\_\_\_\_\_  
Date

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

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

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

Receipt No: 15000091

Mar 3, 2025

MAD Ave Quik Shop

CITY CLERK

Tobacco Violation - 1st 300.00

Total: 300.00

CLERK CHECKS

Check No: 8016 300.00

Total Applied: 300.00

Change Tendered: .00

03/03/2025 4:15 PM

CITY OF OTTUMWA  
105 E THIRD STREET  
OTTUMWA IA 52501

MAD AVE QUIK SHOP  
MAD JuSTus LLC  
405 S. Madison Ave  
Ottumwa, IA 52501  
641-682-9298

8016

DATE 2/17/25


72-69/739

PAY  
TO THE  
ORDER OF

City of Ottumwa, IA

\$ 300.00

Three hundred dollars & no/100

DOLLARS  Security Features  
Included  
Details on Back



MAD Ave Quik Shop

Jennifer Jordan

FOR \_\_\_\_\_



MadAve Quiltshop  
405 S. Madison Ave  
Ottumwa, IA  
52501

DES MOINES IA 500  
18 FEB 2025 PM 2 L



Logan S. Brundage, Assistant City Attorney  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA  
50309

50309-234650



**received**  
2-27-25 8Am

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Christina Reinhard *CJR*  
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Consideration of Order Regarding Affirmative Defense between the City of Ottumwa and Elliott Oil Company d/b/a Albia Road BP in the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Regarding Affirmative Defense with Elliott Oil Company d/b/a Albia Road BP at 1340 Albia Road.

DISCUSSION: On January 30, 2025, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Elliott Oil Company d/b/a Albia Road BP  
1340 Albia Road  
Ottumwa, Iowa

In lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) that occurred on

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



January 30, 2025.

The Ottumwa City Council finds that the above-captioned permittee is entitled to the affirmative defense and no further action regarding this violation is required. Under Iowa Code section 453A.22(3), the Affirmative Defense may be used once in a four-year period rather than pay the civil penalty. The City Council shall authorize the Mayor to sign the order Regarding Affirmative Defense.

# ORDER REGARDING AFFIRMATIVE DEFENSE

---

IN RE:

Albia Rd. BP  
1340 Albia Road  
Ottumwa, Iowa 52501

Elliott Oil Company  
207 W. 2<sup>nd</sup> Street  
P.O. Box 473  
Ottumwa, Iowa 52501

## ORDER REGARDING AFFIRMATIVE DEFENSE

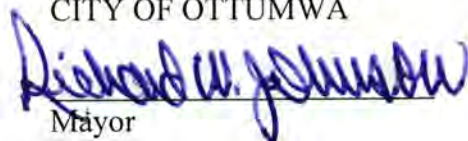
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On this 4<sup>th</sup> day of March, 2025, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) that occurred on January 30, 2025.

Therefore, the Ottumwa City Council FINDS that the above-captioned permittee is entitled to the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that no penalty in this matter is imposed.

CITY OF OTTUMWA

  
Mayor

ATTEST:

  
City Clerk

4924-3518-9791-1\10981-1000



*Certificate of Completion*

*Awarded to:*

***Lena Mae Sunkle***

*For completion of:*

***Iowa Pledge Retailer Training Program***

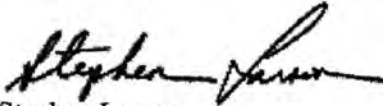
*Date of completion: Aug 15, 2024*

*Expires on: Aug 15, 2026*

*Certificate No: 199218*

*Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.*

State of Iowa  
Alcoholic Beverages Division  
1918 SE Hulsizer Road,  
Ankeny, IA 50021

  
Stephen Larson  
Administrator

**received**  
2.27.25 8AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Christina Reinhard *CJR*  
Prepared By

Police  
Department

\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Consideration of Order Regarding Affirmative Defense between the City of Ottumwa and Elliott Oil Company d/b/a North Court BP in the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Regarding Affirmative Defense with Elliott Oil Company d/b/a North Court BP at 1301 North Court.

DISCUSSION: On January 30, 2025, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Elliott Oil Company d/b/a North Court BP  
1301 North Court  
Ottumwa, Iowa

In lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) that occurred on

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

January 30, 2025.

The Ottumwa City Council finds that the above-captioned permittee is entitled to the affirmative defense and no further action regarding this violation is required. Under Iowa Code section 453A.22(3), the Affirmative Defense may be used once in a four-year period rather than pay the civil penalty. The City Council shall authorize the Mayor to sign the order Regarding Affirmative Defense.

# ORDER REGARDING AFFIRMATIVE DEFENSE

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IN RE:

North Court BP  
1301 N. Court  
Ottumwa, Iowa 52501

Elliott Oil Company  
207 W. 2<sup>nd</sup> Street  
P.O. Box 473  
Ottumwa, Iowa 52501

## ORDER REGARDING AFFIRMATIVE DEFENSE

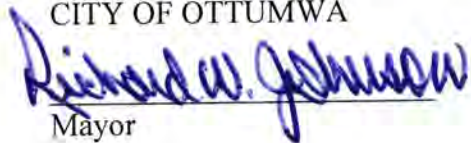
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On this 4<sup>th</sup> day of March, 2025, in lieu of a public hearing on the matter, the Ottumwa City Council approves and accepts the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22(3) resulting from a violation of Iowa Code section 453A.2(1) that occurred on January 30, 2025.

Therefore, the Ottumwa City Council FINDS that the above-captioned permittee is entitled to the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that no penalty in this matter is imposed.

CITY OF OTTUMWA

  
Mayor

ATTEST:

  
City Clerk

4913-9336-3999-1\10981-1000

# PLEDGE

## *Certificate of Completion*

*Awarded to:*

***Shawn A Wilson-Westfall***

*For completion of:*

***Iowa Pledge Retailer Training Program***

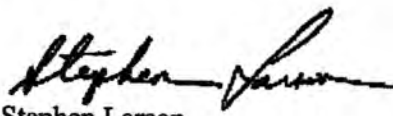
*Date of completion: Sep 24, 2024*

*Expires on: Sep 24, 2026*

*Certificate No: 200350*

*Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.*

State of Iowa  
Alcoholic Beverages Division  
1918 SE Hulsizer Road,  
Ankeny, IA 50021

  
Stephen Larson  
Administrator

## **Presentation to the Ottumwa City Council: Proposal for Phase 1 of an Arts & Culture Strategic Plan**

**Good evening, Mayor and City Council Members,**

I am Dennis Willhoit, Executive Artistic Director of the American Gothic Performing Arts. Thank you for the opportunity to speak with you today about an important initiative that aligns with Ottumwa's long-term vision for economic development, social equity, and community vitality.

### **Introduction**

Ottumwa's **2040 Comprehensive Plan** highlights the importance of arts and culture as a critical investment in the city's future. On page 87, it specifically states that ***supporting the arts through expanded support and funding for programming, services, and facilities would be a long-term investment in both social equality and economic development.*** This statement underscores the city's recognition of the profound impact that arts and culture have on our community's vibrancy, inclusivity, and economic growth.

### **The Proposal**

American Gothic Performing Arts would like to be the lead organization in taking the first step toward a strategic plan for arts and culture in Ottumwa by hiring consultant Dr. Matthew Hinsley. Named Public Citizen of the Year in 2017 by the Texas Statewide Division of the National Association of Social Workers, and Winner of a 2015 Austin Under 40 award, Dr. Matthew Hinsley has worked as a community arts organizer in Central Texas since his arrival in 1996. As Executive Director of Austin Classical Guitar, Dr. Hinsley has raised millions of dollars in support of broad concert, outreach and educational programming, building the nation's largest classical guitar nonprofit organization. In 2015 he joined the faculty at the University of Texas to teach courses in arts entrepreneurship and business management in the arts.

Dr. Hinsley was trained as a classical guitarist and vocalist at the Interlochen Arts Academy, the Oberlin Conservatory of Music, and the University of Texas at Austin. He has written six books *Classical Guitar for Young People*, *Creativity to Community: Arts Nonprofit Success One Coffee at a Time*, and, most recently, *Tinder & Flint*, *Rockmoor*, *Meriden*, and *Dormarion* the first four in a series of fantasy novels.



## **Phase 1: A Foundational Analysis of Arts & Culture in Ottumwa.**

This **initial phase** would involve **a week of in-depth stakeholder engagement**, conducted by Dr. Hinsley, including interviews with:

- City officials and administrators
- Local artists and arts organizations
- Business owners and developers
- Community leaders and residents

Following these interviews, the Dr. Hinsley will synthesize the information into a **Phase 1 Analysis Report** that includes:

- Key themes and priorities from the stakeholder conversations
- Opportunities and challenges for arts and culture in Ottumwa
- Potential pathways forward, including specific recommendations for further development

This would not be a full-fledged strategic plan but rather a **data-driven foundation** upon which to build a plan, either through expanding into a Phase 2 full-fledged strategic plan or direct implementation of data points.

### **Project Scope & Budget**

- Dr. Hinsley will dedicate **50 hours** to this project at a rate of **\$150 per hour**
- Flat fee of **\$7,500** plus travel expenses (airfare & hotel for five days)
- **Total cost:** *Estimated at approximately \$9,000*
- **Fully funded by private support**, with American Gothic Performing Arts serving as a fiscal agent for any grants

### **What We Are Asking from the City**

- **Your endorsement** of the Phase 1 effort, supporting the project as an important step in advancing the city's 2040 vision
- **Openness to integrating the findings** into future planning efforts
- **City participation** in the interview process to ensure municipal priorities are included

## Why This Matters

- **Economic Development:** Arts and culture are proven drivers of economic activity, tourism, and business retention.
- **Community Identity & Quality of Life:** A thriving arts scene enhances Ottumwa's appeal as a place to live, work, and visit.
- **Social Equity & Inclusivity:** A strategic approach ensures diverse voices are represented and supported.

This Phase 1 effort will help **Ottumwa take a proactive, strategic step toward strengthening its arts and culture sector**—with no financial burden to the city at this stage.

## Closing

I appreciate your time and consideration. With your support, we can ensure that arts and culture continue to be a cornerstone of Ottumwa's future. I look forward to your feedback and to working together to make this vision a reality.

**Thank you.**



[ CITY OF ]  
O T T U M W A

## The Erosion of Local Government by the Iowa Legislature

The Iowa Legislature has slowly been eroding local government's ability to govern themselves. Multiple bills have been introduced that restrict or prohibit local boards and council from making decisions based on the wants and needs of their citizens. The bills range from not being able to prohibit golf carts on city streets to making municipal elections partisan. However, the most damaging bills affect municipalities' ability to raise necessary revenues.

Two years ago, HF 718 was signed into law. This bill restricted the growth of property valuations, which was already restricted by other means, and began the elimination of multiple levies cities and counties used to meet the needs of citizens. The effect is that cities, already operating at the bare minimum, are forced to make further cuts, cuts that will reduce services.

SSB 1117 would limit annual sewer rate increases to 2% or the CPI, whichever is less. SSB 1190 does the same thing for garbage collection rates. These essential functions of cities are operated as enterprise funds, meaning that they support their operations through fees charged for those services. The problem with the bills is that increases beyond 2% are often needed to meet capital needs or to compensate for operational costs that exceed either 2% or even the CPI. For example:

- Cities face mandated sewer regulations. This may require the building of new facilities or large upgrades to the collection system. Several communities in Iowa built combined sanitary and storm sewers a hundred or more years ago. They are now mandated by the EPA to separate those systems. This has and will continue to cost tens of millions of dollars that can only be financed through borrowing of funds. Rate increases are necessary to pay the debt and will be more than 2%.
- A city cannot control outside costs for garbage collection. Whether the city operates or contracts for pick up, costs for fuel and dumping can change unexpectedly. In Keokuk, the city operated collection is going up \$1/month every July 1<sup>st</sup> for several years in order to meet the increase in landfill fees and capital equipment costs. Ottumwa contracts for collection but must pay a surcharge for increased fuel costs and landfills fees outside of the contract. The surcharges can change from month to month and those cost will need to be recovered in higher fees. It is also highly unlikely that a garbage hauler would sign a contract with increases capped at 2% or less.

The Legislature continues to propose additional constraints on local government's largest revenue source, property taxes. HF 600 would limit property taxes levies to an increase

Cole S. O'Donnell, Finance Director  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0622 Fax 641-683-0613  
odonnellc@ottumwa.us

of 102% of the levy's five year average. Sounds reasonable until you do the math. Cities are allowed to levy as much as needed for property/liability insurance, police and fire retirement, Social Security/IPERS retirement, other employee benefits, and debt service. If this bill was law for the upcoming fiscal year, Ottumwa could not meet the premium increases for property insurance, and our statutory requirements for police and fire retirement, and Social Security/IPERS.

The limits set in HF 600 do not allow for large cost increases beyond the control of the city. After the 2020 derecho, property insurance rates increased by double digits for the two years after the storm. Under HF 600, cities would have been forced to lower coverages and/or raised deductible which could lead greater costs down the road.

To make ends meet, cities have turned to the only other source of revenue the legislature has given them, utility franchise fees. The fee can be up to 5% on the sales of gas, electric, and cable in a community. The purpose of the fee is to charge the utility for using public right of way to make a profit. However, the courts have ruled that franchise fees are a tax that can be passed along to the customer. The public is charged the rent on public property so the utility can make a profit.

SSB 1181 eliminates franchise fees starting July 1, 2025. For the City of Ottumwa, this would cut \$1.6 million from our budget. We are already facing a \$1 million shortfall requiring probable cuts to services. The loss of the franchise fee would require us to provide essential services only. Gone would be parks, library, code enforcement, among others. Economic development would be almost nonexistent.

I have attended several conferences over the years where speakers cited polls that show when a business is looking at a location, taxes and utilities are fourth to fifth on the list of what they are looking for in a site, What ranks higher is quality of life aspects that can attract and retain a work force. A poll by the Greater Des Moines Partnership shows similar results for residents. (Copy attached)

If the State continues to erode local government's ability to fund the services its citizens want and need, Iowa will suffer. Rural cities struggle to grow while growing communities struggle to keep up. The Legislature makes these decisions on our revenues with no contemplation of the effects on service delivery. The State and local governments should be partners, not adversaries. Local government officials have long expressed this sentiment and, more often than not, have received a cold shoulder from the Legislature.

Cole S. O'Donnell  
Finance Director

Cole S. O'Donnell, Finance Director  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0622 Fax 641-683-0613  
odonnellc@ottumwa.us

# IOWA ISSUES POLL ON PROPERTY TAXES

*Statewide and regional research was conducted to better understand  
Iowan's views on property taxes*

# Methodology

*Iowa Statewide Survey & Greater Des Moines (DSM) Oversample*

*N=500 Statewide Registered Voters ( $\pm 5.0\%$ )*

*N=400 DSM Area Registered Voters ( $\pm 5.6\%$ )*

*(DSM Counties: Adair, Dallas, Guthrie, Jasper, Madison, Mahaska,  
Marion, Marshall, Polk, Poweshiek and Warren)*

*Text-To-Web Methodology*

*January 4-8, 2025*

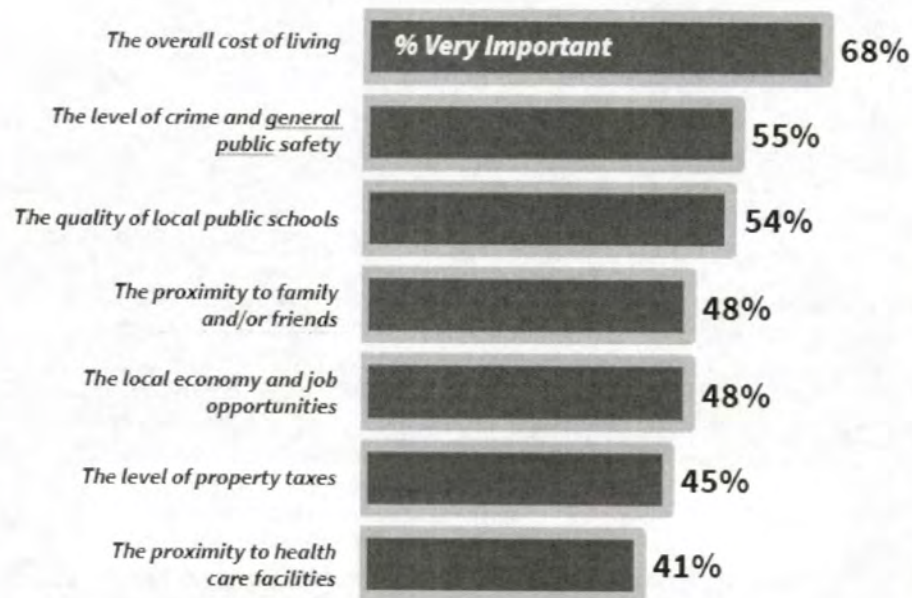
Education and inflation top the agenda for lawmakers in Iowa, dealing with taxes is a lower tier concern. Iowans are most concerned about the cost of health care and the cost of food. Secondary concerns include property taxes.

Which TWO of the following issues should be the top priorities for Governor Reynolds and the Iowa State Legislature?	Total	GOP
Education	38%	21%
Inflation and Rising Costs	32%	39%
Jobs and the Economy	29%	37%
Health Care	26%	12%
Infrastructure like roads, bridges, and highways	19%	13%
Taxes	19%	28%
Government spending	13%	16%
Crime and public safety	13%	23%

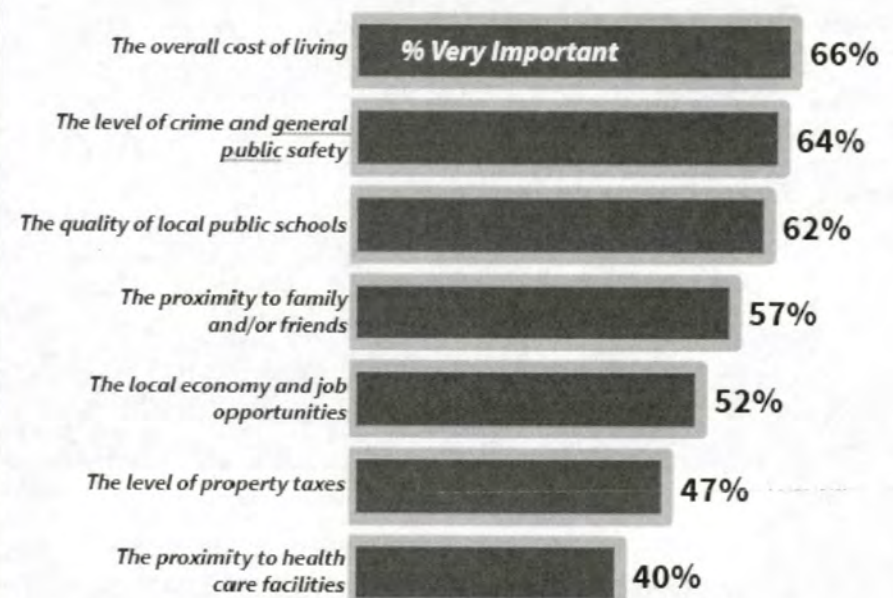
Now, thinking some more about costs, which ONE of the following are you MOST concerned about?	Total	GOP
The cost of health care	26%	23%
The cost of food	22%	23%
The cost of gas, energy, and utility costs	19%	25%
The cost of property taxes	18%	20%
The cost of purchasing a home	8%	6%
The cost of higher education	3%	1%
The cost of childcare for families	3%	2%

The overall cost of living, safety and the quality of local public schools are viewed as the most important factors in voters' decision to live or work in Iowa and Greater Des Moines.

### Statewide



### Greater Des Moines

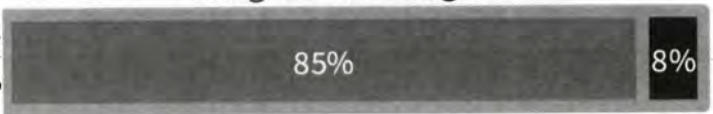




Respondents believe a low cap to be a good thing, they also agree it needs to be "reasonable," that there are services local governments should provide, and that local governments should have options on how to pay for services.

**% Agree - % Disagree**

A key role our local governments play is in investing in our communities to make them attractive as a place to retire, for families to live, and for businesses to locate and bring jobs.



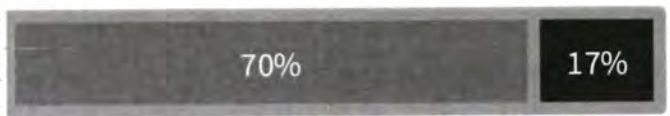
Local governments should be given other options on how to pay for services, so that they can lower the property tax burden.



Each community in Iowa is different. While tax policy is largely set at the state level, local governments should be able to make the best decisions for their own communities.



Reasonable limits on assessed property values are ok as long as they aren't so low that they force cuts in public safety and law enforcement and cuts in funding for local schools.



	GOP	IND	DEM	Greater Des Moines Area
--	-----	-----	-----	-------------------------

85% - 8%    80% - 11%    91% - 4%    82% - 9%

82% - 10%    82% - 5%    74% - 11%    78% - 7%

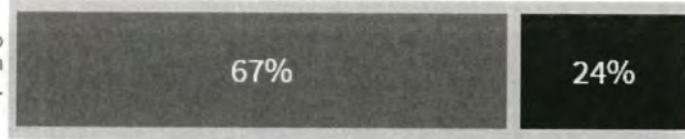
79% - 11%    79% - 9%    75% - 13%    77% - 12%

70% - 17%    69% - 17%    71% - 15%    74% - 16%

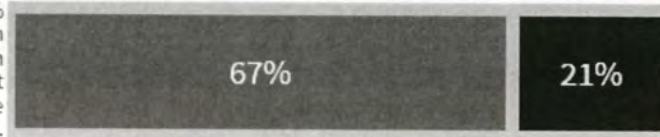
## Respondents support extending the current 3% cap in order to review its current impacts.

### % Agree - % Disagree

Iowa should do anything we can do to limit the amount of money we pay each year in property taxes.



Iowa would be better off extending the 3% limit on property tax assessed value in place for its original four year term, then review how it worked and whether it negatively impacted local services before deciding to reduce the rate.



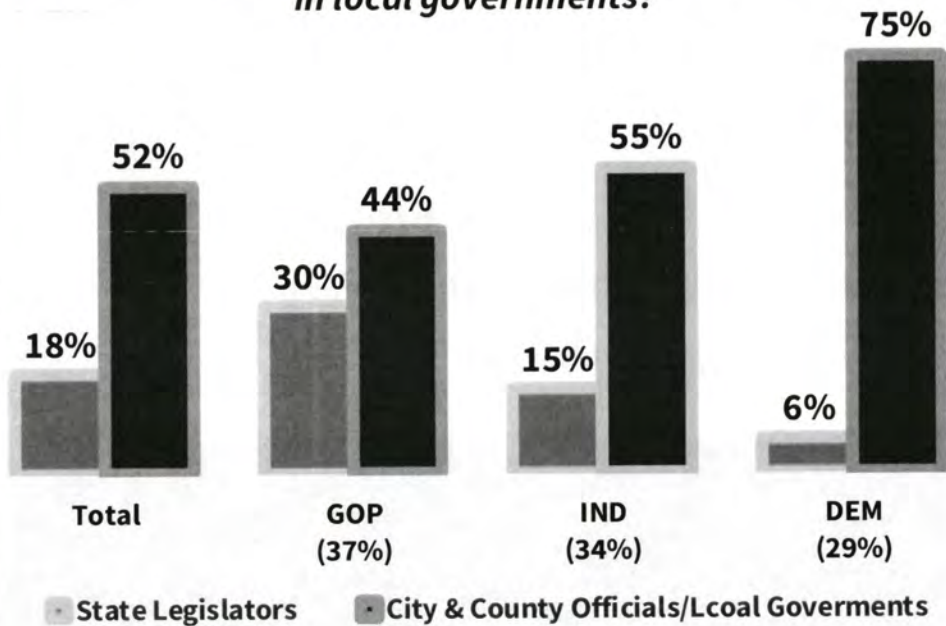
GOP	IND	DEM	Greater Des Moines
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82% - 11%    67% - 25%    47% - 41%    64% - 26%

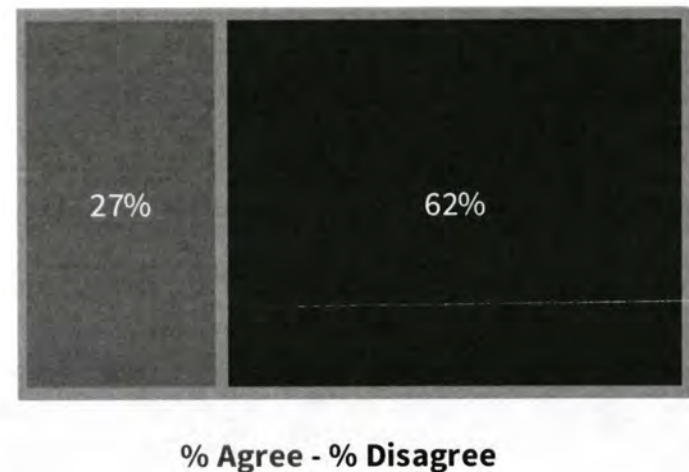
76% - 15%    58% - 27%    67% - 20%    62% - 16%

Iowans trust elected city and county officials in local governments to determine local property tax policy.

*Who do you trust most to determine local property tax policy - state legislators or elected city and county officials in local governments?*



*City government should only pay for essential services such as police and fire, and not pay for amenities such as trails, parks, transportation to jobs, schools, medical care.*



# TAKEAWAYS

- The overall cost of living, safety, and quality of education are viewed as most important factors when choosing to live or work in Iowa.
- Strong support for a thoughtful review of the existing property tax and its impacts.
- Local officials are trusted.
- Local governments play a key role in investing in our communities and each community is different.

received  
2-27-25 120

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

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

Council Meeting of: Mar 4, 2025

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 20-2025: Resolution Accepting the Offer and Approving the Sale of Lot 10 in Block 9 of the Clinton Place Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 817 Lee, to Rippling Waters for the Sum of \$125.00.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 20-2025.

DISCUSSION: Rippling Waters has petitioned to purchase the properties at 813 and 817 Lee under the vacant lot policy in order to construct a new duplex. Because Rippling Waters is a nonprofit, they are able to purchase the properties for \$125 apiece under the vacant lot policy. This resolution approves selling 817 Lee.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 20-2025

**A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 10 IN  
BLOCK 9 OF CLINTON PLACE ADDITION TO THE CITY OF OTTUMWA, WAPELLO  
COUNTY, IOWA, ALSO KNOWN AS 817 LEE, TO RIPPLING WATERS FOR THE SUM OF  
\$125.00**

WHEREAS, the City is the present title holder to real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 10 in Block 9 of the Clinton Place Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 817 Lee; and

WHEREAS, pursuant to Resolution No. 19-2025 approved, passed and adopted February 18, 2025 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Rippling Waters for an offered price of \$125.00; and

WHEREAS, the buyers intend to construct a new duplex on the vacant lots at 817 and 813 Lee; and

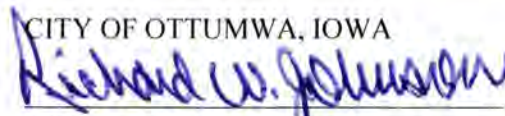
WHEREAS, Rippling Waters will sign a development agreement agreeing to construct the home within three years of the purchase of the property; and

WHEREAS, the property will be transferred by warranty deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and recording fees;

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

The offer received from Rippling Waters in the amount of \$125.00 for the purpose of constructing a new home, be and it is hereby accepted and the sale of property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

APPROVED, PASSED, AND ADOPTED this 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA  
  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement 817 LEE

CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

02/20/2025

Subscribed and sworn to before me, and in my presence, by the said 25th day of February, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 35.06

## COPY OF ADVERTISEMENT

**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 LOCATED AT 817 LEE, OTTUMWA, IOWA, TO RIPPLING WATERS, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on March 4, 2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street in the City of Ottumwa, Iowa at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Rippling Waters (the Buyer) for \$125 and other good and valuable consideration. The real property proposed to be sold and conveyed is legally described as follows:

CLINTON PLACE LOT 10, BLOCK 9 City of Ottumwa, Wapello County, Iowa, and locally known as 817 Lee, 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. After the public hearing, the council may make a final determination to approve as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

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

Dated this 18th day of February, 2025.

Christina Reinhard  
City Clerk, City of Ottumwa in the State of Iowa



[ CITY OF ]  
OTTUMWA

Petition No.: 5112-2025

**Petitioner Information:**

Name: Rippling Waters

Address: PO Box 634 Ottumwa, IA 52501

Phone Number: (641) 954-0461  Petition contains the required number of signatures.

Summary of Petition:

Purchase Offer Form completed; requesting to purchase Vacant Lot at 817 Lee. Offer \$125 for lot for construction of duplex. Property was released from Development Agreement with 21 Properties

\*\*\*\*\*

1. Engineering Department  Approve  Deny 2/5/25

PB  
Date  
Dept. Initials  
Required

Comments:

No objection.

2. Plan/Zoning/Dev. Department  Approve  Deny 2/5/25

  
Date  
Dept. Initials  
Required

Comments:

3. Health Department  Approve  Deny 2/5/25

  
Date  
Dept. Initials  
Required

Comments:

**\*\* If denied by your department automatically return to the City Clerk's Office.**

**\*\* If approved by your department submit to the next department for review.**

**\*\*\* Once the form is completed return to the City Clerk's Office**



received  
2.27.25 120

Item No. F.-2.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 22-2025: Resolution Accepting the Offer and Approving the Sale of Lot 11 in Block 9 of the Clinton Place Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 813 Lee, to Rippling Waters for the Sum of \$125.00.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 22-2025.

DISCUSSION: Rippling Waters has petitioned to purchase the properties at 813 and 817 Lee under the vacant lot policy in order to construct a new duplex. Because Rippling Waters is a nonprofit, they are able to purchase the properties for \$125 apiece under the vacant lot policy. This resolution approves selling 813 Lee.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 22-2025

**A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 11 IN  
BLOCK 9 OF CLINTON PLACE ADDITION TO THE CITY OF OTTUMWA, WAPELLO  
COUNTY, IOWA, ALSO KNOWN AS 813 LEE, TO RIPPLING WATERS FOR THE SUM OF  
\$125.00**

WHEREAS, the City is the present title holder to real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 11 in Block 9 of the Clinton Place Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 813 Lee; and

WHEREAS, pursuant to Resolution No. 21-2025 approved, passed and adopted February 18, 2025 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Rippling Waters for an offered price of \$125.00; and

WHEREAS, the buyers intend to construct a new duplex on the vacant lots at 817 and 813 Lee; and

WHEREAS, Rippling Waters will sign a development agreement agreeing to construct the home within three years of the purchase of the property; and

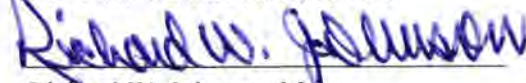
WHEREAS, the property will be transferred by warranty deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and recording fees;

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

The offer received from Rippling Waters in the amount of \$125.00 for the purpose of constructing a new home, be and it is hereby accepted and the sale of property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

APPROVED, PASSED, AND ADOPTED this 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

02/20/2025

Subscribed and sworn to before me, and in my presence, by the said 25th day of February, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 35.06

## COPY OF ADVERTISEMENT

**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 LOCATED AT 813 LEE, OTTUMWA, IOWA, TO RIBBLING WATERS, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on March 4, 2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street in the City of Ottumwa, Iowa at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Rippling Waters (the Buyer) for \$125 and other good and valuable consideration. The real property proposed to be sold and conveyed is legally described as follows:

CLINTON PLACE LOT 11, BLOCK 9 City of Ottumwa, Wapello County, Iowa, and locally known as 813 Lee, 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. After the public hearing, the council may make a final determination to approve as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa. Dated this 18th day of February, 2025.

Christina Reinhard  
City Clerk, City of Ottumwa in the State of Iowa



[ CITY OF ]  
OTTUMWA

Petition No.: 5111-2025

**Petitioner Information:**

Name: Rippling Waters

Address: PO Box 634 Ottumwa, IA 52501

Phone Number: (641) 954-0461

Petition contains the required number of signatures.

Summary of Petition:

Purchase Offer Form completed; requesting to purchase Vacant Lot at 813 Lee. Offer \$125 for lot for construction of duplex. Property was released from Development Agreement with 21 Properties

\*\*\*\*\*

1. Engineering Department  Approve  Deny

2/5/25

PB

Comments:

Date

Dept. Initials  
Required

No objection.

2. Plan/Zoning/Dev. Department  Approve  Deny

2/5/25

Comments:

Date

Dept. Initials  
Required

3. Health Department  Approve  Deny

2/5/25

Comments:

Date

Dept. Initials  
Required

**\*\* If denied by your department automatically return to the City Clerk's Office.**

**\*\* If approved by your department submit to the next department for review.**

**\*\*\* Once the form is completed return to the City Clerk's Office**

Pet. 5111

received  
2.3.2025



CITY OF  
OTTUMWA

Revised 6-30-2021

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot      Are you a not for profit? Yes  
 Do you own property next to the lot? No  
 Building      Has the City owned the property for more than 5 years? No  
 Are you a not for profit that builds housing? Yes  
 Are you an Ottumwa School District? No

Address or legal description of the property 813 Lee

Buyers Name, address and phone number Rippling Waters PO Box 634  
Ottumwa, IA 52501      641-954-0461

Dollar amount of the offer \$125.00

If you are purchasing a building do you plan to renovate or demolish it? NA

If you are purchasing a vacant lot, what is the intended use of the lot? Duplex construction

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property. If you are a nonprofit seeking to operate a community garden, the price is \$1.00. You must demonstrate that your organization is sustainable and able to continuously operate community gardens. If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

**Some lots are not available for green space. Verify if the requested lot requires a plan for developing new construction.**

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson *ZS*  
Department Head

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

AGENDA TITLE: Resolution No. 37-2025, a resolution accepting the bid and approving the sale of 901 Queen Anne to Manny Martinez for the sum of \$17,200.00

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

RECOMMENDATION: Pass and adopt Resolution No. 37-2025

DISCUSSION: The City accepted bids on this property until 2:00 PM February 12, 2025. Five bids were submitted. Manny Martinez submitted the best bid in the amount of \$17,200.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 37 - 2025

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 901 QUEEN ANNE TO MANNY MARTINEZ FOR THE SUM OF \$17,200.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as J J MC COY-BAKERS 2ND ADD LOT 9 City of Ottumwa, Wapello County, Iowa, also known as 901 Queen Anne and

WHEREAS, pursuant to published notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received Five bids; and

WHEREAS, Manny Martinez submitted the best bid in the amount of \$17,200.00; and

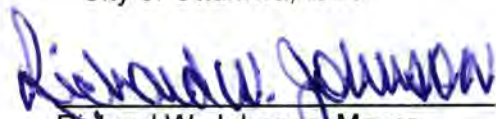
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Manny Martinez, in the amount of \$17,200.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 4<sup>th</sup> day of March 2025.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**901 Queen Anne**

<b>Bidder</b>	<b>Bid</b>
Manny Martinez	\$17,200.00
Alma Perez	\$11,111.00
Samual Duran	\$6,110.00
Maria Gomez-Andrade	\$5,200.00
Celia Fuentes	\$2,000.00



**PURCHASE AGREEMENT BID FORM  
FOR  
901 QUEEN ANNE  
OTTUMWA, IOWA**

This proposal is for a City owned property located at **J J MC COY-BAKERS 2ND ADD LOT 9 City of Ottumwa, Wapello County, Iowa legally known as 901 QUEEN ANNE**. The property is located in an R-2 Residential zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions: **A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal.** The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

It is understood that the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ - ~~17-200~~ 17-200

---

**TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY**

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

---

**NAME OF BIDDER (PRINTED)**

MANNY MARTINEZ

---

**TELEPHONE NUMBER**

---

**MAILING ADDRESS**

---

**SIGNATURE**

---

**DATE** 2-12-2015

---

MANNY MARTINEZ  
**EMAIL ADDRESS**

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

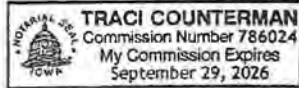
I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

901 QUEEN ANNE  
CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

02/20/2025

Subscribed and sworn to before me, and in my presence, by the said 25th day of February, 2025



Traci Counterman

Notary Public

In and for Wapello County



Printer's Fee: \$ 36.29

## COPY OF ADVERTISEMENT

**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 LOCATED AT 901 QUEEN ANNE, OTTUMWA, IOWA, TO MANNY MARTINEZ, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on March 4, 2025, at 5:30 p.m. in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Manny Martinez (the Buyer) for \$17,200 and other good and valuable consideration. The real property proposed to be sold and conveyed is legally described as follows:

Lot 9 in JJ McCoy's Second Addition to the City of Ottumwa, Wapello County, Iowa, and locally known as 901 Queen Anne, Ottumwa, Iowa.

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

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

Dated this 18th day of February, 2025.

Christina Reinhard  
City Clerk, City of Ottumwa in the State of Iowa

received  
2-21-25 875

Item No. G.-1.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

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

Christina Reinhard  
Prepared By  
Christina Reinhard *ijr*  
Department Head

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

AGENDA TITLE: Ordinance No. 3241-2025: An Ordinance Amending City of Ottumwa, Iowa Code of Ordinances Chapter 12 - Elections to Adopt the Nomination by Petition Manner of Elections Provided for by Iowa Code Chapter 45 for the City of Ottumwa's City Elections, in Accordance with Iowa Code Chapter 376, and Thus Cease Holding City Primary Elections.

\*\*\*\*\*

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

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3241-2025.

DISCUSSION: Iowa Code Section 376.6(1) requires that a primary election be held for city offices where the number of individuals for whom valid petitions have been filed is more than twice the number of positions to be filled, unless a city chooses by ordinance to hold runoff elections, pursuant to Iowa Code section 376.9, in lieu of primary elections, or a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45.

Pursuant to Iowa Code section 376.6(1), where a city chooses by ordinance to have candidate nominations made in the manner provided in

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

either Iowa Code chapter 44 or Iowa Code chapter 45, neither a primary election nor a runoff election is required.

The City of Ottumwa, Iowa desires that candidate nominations for elective city offices be made in the manner provided in Iowa Code chapter 45, and that the City not be required to hold either primary elections or runoff elections, in accordance with Iowa Code chapter 376.

Historically, the City of Ottumwa has included the use of primaries in the nomination process when the total number of eligible candidates was greater than two times the number of eligible seats. Chapters 44 and 45 of the Iowa Code provide options for the nomination process which does not include primary nor runoff elections should a City choose to adopt either. Council discussed eliminating primary provisions and requested to see an Ordinance adopting Nomination by Petition as identified in Iowa Code Chapter 45, where neither a primary election nor a runoff election would be required. This is the first consideration of Ordinance No. 3241-2025. Section 376.8(3) provides that where Chapter 45 has been adopted, the candidates who simply receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

This past year, 2024, the City held a primary August 13 (est. cost \$7,600), a Special (LOST-public measure) September 10 election (est. cost \$4,000), and a General November 5 election. Voter turnout was low for both the primary and special elections.

The City will have three council seats and one mayor seat coming up for election this year.

**ORDINANCE NO. 3241-2025**

**AN ORDINANCE AMENDING CITY OF OTTUMWA, IOWA CODE OF ORDINANCES CHAPTER 12 – ELECTIONS TO ADOPT THE NOMINATION BY PETITION MANNER OF ELECTIONS PROVIDED FOR BY IOWA CODE CHAPTER 45 FOR THE CITY OF OTTUMWA’S CITY ELECTIONS, IN ACCORDANCE WITH IOWA CODE CHAPTER 376, AND THUS CEASE HOLDING CITY PRIMARY ELECTIONS**

WHEREAS, Iowa Code chapter 376 provides for the procedures and requirements for conducting city elections; and

WHEREAS, Iowa Code section 376.6(1) requires that a primary election be held for city offices where the number of individuals for whom valid petitions have been filed is more than twice the number of positions to be filled, unless a city chooses by ordinance to hold runoff elections, pursuant to Iowa Code section 376.9, in lieu of primary elections, or a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45; and

WHEREAS, pursuant to Iowa Code section 376.6(1), where a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, neither a primary election nor a runoff election is required; and

WHEREAS, pursuant to Iowa Code section 376.8(3), where a city has chosen to have nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, the candidates who receive the greatest number of votes for each office on the ballot will be elected, to the extent necessary to fill the positions open; and

WHEREAS, Iowa Code chapter 45, in part, provides for nominations of candidates for elective offices in cities by petition signed by an applicable number of eligible electors who are residents of the city; and

WHEREAS, the City of Ottumwa, Iowa (“City”) desires that candidate nominations for elective city offices be made in the manner provided in Iowa Code chapter 45, and that the City not be required to hold either primary elections or runoff elections, in accordance with Iowa Code chapter 376.

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

**SECTION ONE.** Chapter 12 is hereby amended by repealing and replacing Sections 12-1–12-18 – Reserved, as follows:

Sec. 12-1. Nominations for Candidates for City Office.

Nominations for candidates for elective city office shall be made in the manner provided in Iowa Code chapter 45 as such chapter now exists or may be amended in the future.

[State Law Reference: Iowa Code §§ 45.1(9) et seq. (2025)]

Sec. 12-2. No Primary or Runoff Elections.

Having adopted the manner of nominations of candidates for elective city offices provided in Iowa Code chapter 45, the City shall not be required to hold either primary elections or runoff elections in preparation for or as a result of its regular city elections. The candidates receiving the greatest number of votes for each office on the ballot in the regular city election shall be elected, to the extent necessary to fill the positions open for said office.

[State Law Reference: Iowa Code §§ 376.6(1)(b), 376.8(3) (2025)]

Sec. 12-3–12-18. Reserved.

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

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

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

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

PASSED on its first consideration the 18 day of February, 2025.

PASSED on its second consideration the 4 day of March, 2025.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED this 4 day of March, 2025.

CITY OF OTTUMWA, IOWA

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

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by failure of vote taken to repass.

\_\_\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard  
Chris Reinhard, City Clerk

received  
2-27-25 4pm

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 4, 2025

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY AMENDING SECTION 31-14 ENTITLED "FEES AND CHARGES, COSTS" FOR THE PURPOSE OF REVISING SANITARY SEWER FEES

\*\*\*\*\*

**\*\*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 the first consideration of Ordinance No. 3243-2025.  
Waive the second and third considerations.  
Pass and adopt Ordinance No. 3243-2025.

DISCUSSION: See attached.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



At the February 18th City Council Meeting, the Council passed and adopted ordinance 3239-2025 increasing sewer fees. At that meeting staff had presented a revised version of the ordinance extending the rate increases to 2034. That ordinance had an error in rates calculated for July 1, 2029 causing errors in each subsequent year thereafter. In consultation with legal counsel, it was determined that the corrected ordinance should be presented back to the Council for consideration.

Staff had requested that the second and third readings of the ordinance be waived in order to keep the Phase 3 on track. The Council did waive those readings and adopt the ordinance. Staff makes the same request for this ordinance.

Ordinance No. 3243 - 2025

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY AMENDING SECTION 31-14 ENTITLED "FEES AND CHARGES, COSTS" FOR THE PURPOSE OF REVISING SANITARY SEWER FEES

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

WHEREAS, the Ottumwa City Council held a public hearing and approved Ordinance No. 3239-2025 on February 18, 2025 amending sewer rates for FY 2025 – 2034; and

WHEREAS, it has been discovered that there was a miscalculation in the rates in Ordinance No. 3239 – 2025 that needs to be corrected; and

WHEREAS, Ordinance No. 3239 – 2025 has not been published and is not yet effective; and

WHEREAS, this Ordinance shall repeal and replace Ordinance No. 3239 -2025.

**SECTION ONE:** The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 31-14(b) as follows:

Sec. 31-14. – Fees and charges, costs.

...

(b)(1) Each user shall pay for the services provided by the city based on the users portion of the treatment works as determined by water meter(s) acceptable to the city.

(2) For residential, industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collections system, the user charge for the contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained by the contributor's expense, and in a matter acceptable to the city.

(3) Residential properties with more than a single dwelling unit, that are metered by a single meter, shall pay a base charge for each dwelling unit, plus the water usage rate for the property.

(4) Effective July 1, 2022, the base charge per month shall be \$18.25 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$6.00/100 cubic feet (CF).

Effective July 1, 2025, the base charge per month shall be \$19.39 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$6.38/100 cubic feet (CF).

Effective July 1, 2026, the base charge per month shall be \$20.65 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$6.79/100 cubic feet (CF).

Effective July 1, 2027, the base charge per month shall be \$21.99 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$7.23/100 cubic feet (CF).

Effective July 1, 2028, the base charge per month shall be \$23.42 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$7.70/100 cubic feet (CF).

Effective July 1, 2029, the base charge per month shall be \$24.94 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$8.20/100 cubic feet (CF).

Effective July 1, 2030, the base charge per month shall be \$26.56 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$8.73/100 cubic feet (CF).

Effective July 1, 2031, the base charge per month shall be \$27.75 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$9.13/100 cubic feet (CF).

Effective July 1, 2032, the base charge per month shall be \$29.00 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$9.54/100 cubic feet (CF).

Effective July 1, 2033, the base charge per month shall be \$30.30 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$9.97/100 cubic feet (CF).

Effective July 1, 2034, the base charge per month shall be \$31.66 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$10.41/100 cubic feet (CF).

Effective July 1, 2022, the commodity charge for American Bottling Company will be \$7.50 per 100 cubic feet (CF).

Effective July 1, 2025, the commodity charge for American Bottling Company will be \$7.99 per 100 cubic feet (CF).

Effective July 1, 2026, the commodity charge for American Bottling Company will be \$8.51 per 100 cubic feet (CF).

Effective July 1, 2027, the commodity charge for American Bottling Company will be \$9.06 per 100 cubic feet (CF).

Effective July 1, 2028, the commodity charge for American Bottling Company will be \$9.65 per 100 cubic feet (CF).

Effective July 1, 2029, the commodity charge for American Bottling Company will be \$10.28 per 100 cubic feet (CF).

Effective July 1, 2030, the commodity charge for American Bottling Company will be \$10.95 per 100 cubic feet (CF).

Effective July 1, 2031, the commodity charge for American Bottling Company will be \$11.44 per 100 cubic feet (CF).

Effective July 1, 2032, the commodity charge for American Bottling Company will be \$11.95 per 100 cubic feet (CF).

Effective July 1, 2033, the commodity charge for American Bottling Company will be \$12.49 per 100 cubic feet (CF).

Effective July 1, 2034, the commodity charge for American Bottling Company will be \$13.05 per 100 cubic feet (CF).

- (5) Effective January 1, 2012 for those contributors who contribute wastewater, the strength of which is greater than normal domestic wastewater, as defined in **chapter 31, sewers and sewage disposal, section 31-2, general sewer use requirements, 300 mg/l BOD and 300 mg/l TSS**, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement will be for the following effective dates:

Effective July 1, 2020, \$0.319 per pound BOD and \$0.354 per pound TSS

Effective July 1, 2021, \$0.345 per pound BOD and \$0.382 per pound TSS

Effective July 1, 2022, \$0.373 per pound BOD and \$0.413 per pound TSS

In the event the city's National Pollutant Discharge Elimination System (NPDES) permit for the water pollution control facility is modified to include more stringent standards which result in increased costs the city staff reserves the right to modify and adjust the surcharge for operation and maintenance including replacement to cover the increase in costs. City staff includes the city administrator, director of finance, public works director, engineering department, wastewater superintendent or others as directed by city council.

(6) Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the city's treatment works, or any user who discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the public works director and the director of finance.

(7) The user charge rates established in this article apply to all users within the city limits of the city's treatment works. Each contributor whose property or sources of wastewater lies outside of the city limits shall pay to the city, through its collection agent, the sewer charge, at his office at the time payment for city water is made. If city water is not used, the contributor shall pay the city clerk monthly for statements received from the finance department. The rates for contributors outside the city limits shall be 25 percent higher than the rate contributors within the city pay on commodity charge only. City reserves the right to negotiate through written contract with commercial users to adjust base charge and commodity charge as needed.

(8) Private water supplies. The rates set forth above shall apply in all cases where privately produced water supplies are discharged into the sanitary sewer system. It shall be the duty of every person responsible for the production of such private water supply to report forthwith to the superintendent of the wastewater treatment plant and to cooperate with the superintendent to the wastewater treatment plan in the determination of the quantity and character of the waste originating from each such respective private water supply. The superintendent shall designate, in such special cases, any necessary means of measurements of such private water supply and resulting wastewater flow shall be installed by and at the expense of, the contributor upon written order of the superintendent of the wastewater treatment plant.

For residential customers with no method to monitor wastewater flow, the finance department will bill them for the average residential consumption as provided by Ottumwa Water and Hydro, which at the date of this subparagraph (December 20, 2011) is five units (500 cubic feet) of water. However, if there is any evidence of abuse of this non-metered charge, the superintendent may reasonably request a wastewater flow meter to be installed. Said meter shall be installed by said residential customer.

(9) Sewer hookup charge. If the property to be connected to a public sewer has not been assessed for any part of the cost of construction of the public sewer, or has been assessed as an unimproved lot, the owner shall pay a special connection charge to the city for the use of the public sewers before the permit is issued. The amount of the fee shall be an equitable portion of the cost of the public sewers in relation to the benefits received by the property, based upon service area or lot dimensions, and shall be determined by the city engineer or public works director, subject to approval, modification, or revocation by the city council at its next regular meeting. For lots not specifically assessed, the hookup fee shall be \$500.00 for non-residential property and \$250.00 for residential property.

(10) Other fees and charges. Significant industrial users will pay an application fee and an annual renewal fee as set by city resolution. Fees for laboratory tests and waste hauler dumping will also be set by city resolution.

...

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

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

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

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

Passed on its first consideration on the 4 day of March, 2025.

Passed on its second consideration on the \_\_ day of \_\_\_\_\_, 2025.

Passed on its third consideration on the \_\_ day of \_\_\_\_\_, 2025.

Approved this \_\_ day of \_\_\_\_\_, 2025.

CITY OF OTTUMWA, IOWA

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

\_\_\_ No action taken by Mayor  
\_\_\_ Vetoed this \_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_ Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2025.  
\_\_\_ Veto affirmed this \_\_\_ day of \_\_\_\_\_, 2025 by failure of vote taken to repass.  
\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

\_\_\_\_\_  
Christina Reinhard, CMC, City Clerk

4901-9588-0733-1\10981-1000

received  
2/27/25 9AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

Administration

Department

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

AGENDA TITLE: Resolution #12-2025- Approve updates to Personnel Policy

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #12-2025

DISCUSSION: Changes are on the next page:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



1) Article 6 - Residency Requirements

a. Updated that an employment contract may have a provision regarding residency requirements.

2) Article 7 - Nepotism

a. Updated definitions of third-degree as per Iowa Code Chapter 71.

b. Updated that the City prefers to avoid hiring members of the same family. Puts in options for a case-by-case review based upon recommendations from the Department Head with approval from the City Manager.

c. Provides forms for affected parties to fill out.

3) Article 8 – Overtime / Compensatory Time

a. Added Police Sergeants to the definition of Field Supervisors

b. Added "Holidays" to the process for figuring payment.

4) Article 11 – Benefits

a. Holidays – page 14 – deleted the sentence regarding Police and Fire with holidays taken and overtime calculations

b. Sick – page 18 – changed maximum carry over from 50 hours to 72 hours annually

5) Article 18 - Accident Review

a. Updated to reference the new Accident Review form available in UKG (new form was created and reviewed with input from numerous employees).

RESOLUTION NO. 12-2025

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 Residency Requirement, Nepotism, Overtime, Benefits – holiday and sick, and Accident Review as part of the document and;

**WHEREAS**, staff for the City of Ottumwa has reviewed the current policies regarding Residency Requirement, Nepotism, Overtime, Benefits – holiday and sick, and Accident Review and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

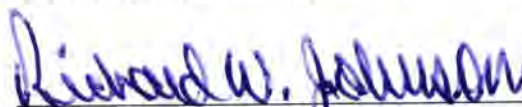
**WHEREAS**, staff has drafted and revised the Personnel Policies and Procedures to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;

**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 March 5<sup>th</sup>, 2025

**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 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**

**PERSONNEL POLICIES AND PROCEDURES**

**Passed by resolution  
JULY 19, 2020**

**Updated  
March 2025**

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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 or **employment contract**, 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 mitigate 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.

Due to potential conflicts, **the City prefers to avoid** hiring or transferring 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, within the third degree (as defined below). Spouses, domestic partners, in-laws, or

other individuals living in the same household or with whom a personal relationship could affect professional decisions is also included. Romantic relationships are also covered by this policy.

- First-degree relatives include an employee's parents, siblings and children (including adopted and stepchildren)
- Second-degree relatives include an employee's grandparents, grandchildren, uncles, aunts, nephews, nieces and half-siblings
- Third-degree relatives include an employee's great-grandparents, great grandchildren, great uncles / aunts and first cousins.

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 either candidates for employment or current employees become aware they may have a relationship with another employee or candidate that is covered by this policy, the matter must be immediately reported to the Human Resources Department. Upon disclosure of a relationship possibly 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.

Exceptions:

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 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.

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

In the case of applicants for Civil Service positions, the City cannot deny a qualified individual from applying and being examined for the Civil Service positions nor can they be denied from being placed on the list. However, the City reserves the right to not appoint a candidate from a certified list if such appointment would create a covered relationship.

The City Administrator may approve a waiver of this policy, upon favorable recommendation of the Department Head providing that no direct or indirect supervisor/subordinate relationship is created or will exist between employees; and further

providing that prior to application for employment, transfer, promotion, or continued employment, as the case may be, the employees and/or applicant shall execute a waiver and conflict of interest management plan (if required) available from Human Resources.

## **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, holidays 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 **Police Sergeants**.

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 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 ¾) times their regular rate for hours worked.

An employee shall forfeit their right to payment for any such holiday if they have 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 1<sup>st</sup>. Holiday pay not used by December 31<sup>st</sup> 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 1<sup>st</sup> 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 **seventy-two (72)** 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.

			<b>2080 Hours</b>	<b>2184 Hours</b>	<b>2912 Hours</b>	<b>Library</b>
<b>Years of Service</b>	<b>Monthly Amount</b>	<b>Yearly Amount</b>	<b>Per hour</b>	<b>Per hour</b>	<b>Per hour</b>	<b>Per hour</b>
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 1<sup>st</sup>.
- Stability – 12 months from 07/01 – 06/30 which aligns with our health insurance plan year

The City currently provides a three-tier drug card program for employees and their dependents. The three-tier drug card program consists of a \$10.00/\$25.00/\$40.00 co-pay effective January 1, 2008. The employee currently pays 10% of the cost for these plans. The plan that is in place meets all State and Federal regulations as well as under the Affordable Care Act, including coverage for adult children to age 26. This plan will be subject to change based upon Federal and State regulations.

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, Human Resources Department or in UKG. 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 Retirement 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: March 4, 2025

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson *ZS*

Department Head

*Phy RTR*

City Administrator Approval

AGENDA TITLE: Resolution No. 35-2025. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 1550 Mable.

\*\*\*\*\*

**\*\*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 35-2025

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 1550 Mable were accepted until 2 P.M. on February 20, 2025. Four Asbestos Bids and Four Demolition bids were received. Torres Construction submitted the best bid in the amount of \$17,000.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding them the contract. A bid tab is attached.



RESOLUTION NO. 35-2025

A RESOLUTION AWARDED THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 1550 MABLE.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on February 20, 2025; and

WHEREAS, the lowest qualified bid was from Torres Construction in the amount \$8,500.00 for Asbestos removal;

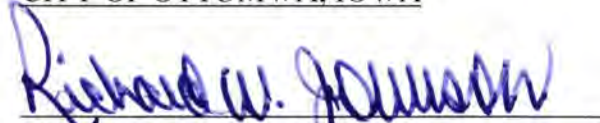
AND WHEREAS, the lowest qualified bid was from Torres Construction in the amount of \$8,500.00 for Demolition and Clean up;

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

Torres Construction be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 1550 Mable in the amount of \$17,000.00.

APPROVED, PASSED AND ADOPTED this 4<sup>th</sup> day of March 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

<b>1550 MABLE</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
<b>Torres Construction</b>	\$8,500.00	\$8,500.00	\$17,000.00
<b>Dan Laursen</b>	\$4,500.00	\$15,300.00	\$19,800.00
<b>Weston McKee</b>	<b>\$10,500.00</b>	\$9,600.00	\$20,100.00
<b>DeCarlo Demolition</b>	<b>\$8,625.00</b>	\$29,586.00	\$38,211.00
<b>Best Bid For Asbestos Removal, Demolition and clean up:</b>			
<b>Torres Construction</b>		<b>Total:</b>	<b>\$17,000</b>



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 1550 MABLE OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
1550 MABLE	8,500	8,500	17,000

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

YI Initial Form Here

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

[Handwritten Signature]  
Signature

Yasir Torres  
Printed Name

545 Ray St.  
Address

Cell-680-2927  
Telephone Number

Offawa IA. 52561  
City, State, Zip

2-18-25  
Date

torresconstructionand more @gmail.com  
E-mail Address

Torres Constructions LLC  
545 Ray St  
Ottumwa, IA 52501  
641-680-2927

Received  
2.14.2025 3pm

Asbestos Removal  
Demolition  
1550 Maple Ottumwa

Bid 17,000  
Cash 1,700

received  
2-27-25 1245

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: March 4, 2025

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 36-2025. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 424 Waverly.

\*\*\*\*\*

\*\*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 36-2025

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 424 Waverly were accepted until 2 P.M. on February 20, 2025. Four Demolition bids were received. Torres Construction submitted the best bid in the amount of \$8,250.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding them the contract. A bid tab is attached.

RESOLUTION NO. 36-2025

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 424 WAVERLY.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on February 20, 2025; and


AND WHEREAS, the lowest qualified bid was from Torres Construction in the amount of \$8,250.00 for Asbestos removal, Demolition and Clean up;

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

Torres Construction be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 424 Waverly in the amount of \$8,250.00.

APPROVED, PASSED AND ADOPTED this 4<sup>th</sup> day of March 2025.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

<b>424 WAVERLY</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
<b>Torres Construction</b>			\$8,250.00
<b>Weston McKee</b>			\$19,400.00
<b>Dan Laursen</b>			\$19,800.00
<b>DeCarlo Demolition</b>			\$31,199.00
<b>Best Bid For Asbestos Removal, Demolition and clean up:</b>			
<b>Torres Construction</b>		<b>Total:</b>	\$8,250





[ CITY OF ]

OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 424 WAVERLY OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
424 WAVERLY	PROPERTY IS BURNED AND MUST BE BID AND HANDLED AS ENTIRELY ASBESTOS CONTAMINATED	PROPERTY IS BURNED AND MUST BE BID AND HANDLED AS ENTIRELY ASBESTOS CONTAMINATED	8,250

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

**The Bid Form and Work Required document** automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Signature

Yesir Torres Oro  
Printed Name

545 Ray St.  
Address

641-680-2927  
Telephone Number

Okmwa Tel. 58501  
City, State, Zip

2-19-2025  
Date

torresconstructionsandmore@gmail.com  
E-mail Address

Torres Constructions LLC  
545 Ray St  
Ottumwa, IA 52501  
641-680-2927

**Received**  
2.19.25 2:30pm

424 Waverly Ottumwa  
IA Asbestos / Demolition  
Bid

Bid \$,250  
Cash \$26

received  
2-27-25 1245

Item No. I.-4.

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of : Apr 1, 2025

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: A RESOLUTION SETTING A PUBLIC HEARING ON CITY OF OTTUMWA FISCAL YEAR 2026 PROPOSED PROPERTY TAX LEVY

\*\*\*\*\*

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

—The Effect of Participation in each Public Hearing shall be apparent in the Staff Summary. If no Effect of Participation is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 39-2025.

DISCUSSION:

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

This is the first of two public hearings to be held and is for the proposed tax levy, which is \$20.99396, which is a 0.89% increase from the current year tax levy of \$20.80779. This results in a 3% increase in tax revenue received. The public hearing must be its own meeting and be scheduled at least thirty minutes before the start of the regular meeting. Staff is recommending April 1, 2025, 5:30 PM, Bridge View Center.

Prior to the public hearing, the City will submit the proposed tax rate to the Iowa Department of Management in order for the City's information to be combined with other taxing entities for the County Auditor to be able to mail out tax notices by March 20th.

Following the holding of the proposed property tax levy hearing, the public hearing on the total budget will be set at the April 1st meeting, to be held on April 15th.

RESOLUTION NO. 39-2025

A RESOLUTION SETTING A PUBLIC HEARING ON CITY OF OTTUMWA FISCAL  
YEAR 2026 PROPOSED PROPERTY TAX LEVY

WHEREAS, the City of Ottumwa is required to hold a public hearing on the proposed property tax levy for the coming fiscal year; and,

WHEREAS, the property tax levy for the fiscal year beginning July 1, 2025 is proposed to be \$20.99396 per \$1,000 of taxable valuation, which is a 0.89 percent increase from the current property tax levy; and

WHEREAS, the proposed date for this public hearing is Tuesday, April 1, 2025, at 5:30pm at the Bridgeview Center, 102 Church St;

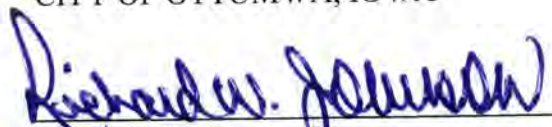
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

The public hearing for the proposed property tax levy is hereby set for Tuesday, April 1, 2025, at 5:30pm, Bridge View Center, 102 Church St.

BE IT FURTHER RESOLVED that the City Clerk shall publish notice of said hearing in accordance with Iowa Code in a newspaper of general circulation.

APPROVED, PASSED, AND ADOPTED, this 4<sup>th</sup> day of March 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



**CITY NAME:** NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY  
**OTTUMWA** Fiscal Year July 1, 2025 - June 30, 2026 **CITY #:** 90-868

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2025 Meeting Time: 05:30 PM Meeting Location: Bridge View Center 102 Church St Ottumwa, IA 52501

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
 www.ottumwa.us

City Telephone Number  
 (641) 683-0622

Iowa Department of Management	Current Year Certified Property Tax 2024 - 2025	Budget Year Effective Property Tax 2025 - 2026	Budget Year Proposed Property Tax 2025 - 2026
Taxable Valuations for Non-Debt Service	682,284,914	700,444,920	700,444,920
Consolidated General Fund	5,812,672	5,812,672	5,967,384
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	487,643	487,643	555,887
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	1,227,301	1,227,301	1,324,100
FICA & IPERS (If at General Fund Limit)	839,640	839,640	913,611
Other Employee Benefits	2,950,248	2,950,248	3,096,996
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	717,367,765	730,972,208	730,972,208
Debt Service	3,027,392	3,027,392	2,971,219
<b>CITY REGULAR TOTAL PROPERTY TAX</b>	<b>14,344,896</b>	<b>14,344,896</b>	<b>14,829,197</b>
<b>CITY REGULAR TAX RATE</b>	<b>20.80779</b>	<b>20.29919</b>	<b>20.99396</b>
Taxable Value for City Ag Land	996,930	1,023,968	1,023,968
Ag Land	2,995	2,995	3,076
<b>CITY AG LAND TAX RATE</b>	<b>3.00375</b>	<b>2.92490</b>	<b>3.00375</b>
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	<b>Current Year Certified 2024/2025</b>	<b>Budget Year Proposed 2025/2026</b>	<b>Percent Change</b>
City Regular Residential	964	1,095	13.59
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	<b>Current Year Certified 2024/2025</b>	<b>Budget Year Proposed 2025/2026</b>	<b>Percent Change</b>
City Regular Commercial	4,255	4,895	15.04

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

**Reasons for tax increase if proposed exceeds the current:**

Property and Liability Levy increase due to premium increase. Benefits Levies increased due to addition of RUTF employees benefits being levied + additional costs.





received  
2-27-25 4pm

Item No. I.-5.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: March 4, 2025

Engineering Department  
Department

Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
Department Head

*Dp Rott*  
City Administrator Approval

AGENDA TITLE: Resolution #40-2025. Authorizing the Mayor to execute four (4) permanent Sewer Easements and two (2) Temporary Easement Agreements for Construction of Public Improvements for the Blake's Branch, Phase 8 Division 3, 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 #40-2025.

DISCUSSION: In order to construct and maintain parts of the Phase 8 Division 3 storm and sanitary collection system, the attached easements are required. Staff have met and worked with these property owners explaining in detail the planned improvements. The temporary easements are only in effect during construction and are in place to ensure there is adequate work space to allow for construction to be completed. The permanent sewer easements will remain in place in perpetuity and allow for future maintenance and upkeep of the utility infrastructure.

The permanent Sewer Easements will be filed and recorded at the Wapello County Recorder's Office.

Source of Funds: SRF

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #40-2025

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FOUR (4) PERMANENT SEWER EASEMENTS AND TWO (2) TEMPORARY EASEMENT AGREEMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE BLAKE'S BRANCH, PHASE 8 DIVISION 3, SEWER SEPARATION PROJECT

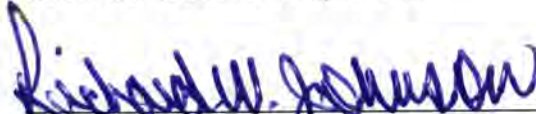
WHEREAS, The project includes the installation of new sewer lines; and,

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 Sewer Easements and two (2) Temporary Easement Agreements for the Construction of Public Improvements of the Blake's Branch, Phase 8 Division 3, Sewer Separation Project.

APPROVED, PASSED, AND ADOPTED, this 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

---

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

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 **REVOCABLE TRUST OF CAROLYN J. DEARBORN**, 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 a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

**The West 5.00 feet of the East 15.00 feet of Lot 19, J.J. Connell's Addition to the City of Ottumwa, Wapello County, Iowa.**

**Containing 700 square feet, more or less.**

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 \$60.00 (Sixty Dollars), as there is a mutual benefit, 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 4 day of March, 2025.

CITY OF OTTUMWA, IOWA

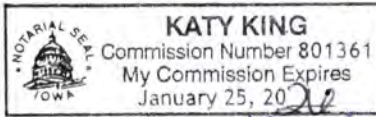
By: Richard W. Johnson  
Richard W. Johnson, Mayor



Attest: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA )  
WAPELLO COUNTY ) SS:

On this 4th day of March 2025 before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 Adopted by the City Council on the 4th day of March, 2025 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 12-16 day of Dec, 2024.

PROPERTY OWNER:

By: Carolyn J. Dearborn  
CAROLYN J. DEARBORN (trustee)

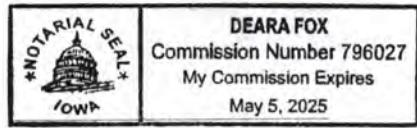
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF DAVIS ) SS

On this 16 day of Dec, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Carolyn Dearborn, X to me personally known, or X 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) Deara Fox  
(Print/type name) Deara Fox

Notary Public in and for the State of Iowa

**PERMANENT EASEMENT  
(Recorder's Cover Sheet)**

**Preparer Information:**

Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

**Return Document to:**

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

**Name of Grantor:**

Revocable Trust of Carolyn J. Dearborn

**Name of Grantee**

City of Ottumwa, Iowa

**Legal Description:**

See Exhibit "A"

## PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **REVOCABLE TRUST OF CAROLYN J. DEARBORN**, (collectively, the "Grantor"), in consideration of the sum of **seven hundred dollars (\$700.00)**, 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 to install and maintain a sanitary sewer and to reconstruct the street, 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]





Signed the 4 day of March, 2025.

**CITY OF OTTUMWA, IOWA**

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

Attest: Chris Reinhard  
Chris Reinhard, City Clerk



STATE OF IOWA

WAPELLO COUNTY

)  
) SS:  
)

On this 4th day of March, 2025 before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 Adopted by the City Council on the 4th day of March, 2025 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

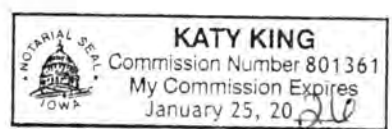


Exhibit "A"

**The East 10.00 feet of Lot 19, J.J. Connell's Addition to the City of Ottumwa, Wapello County, Iowa.**

**Containing 1400 square feet, more or less.**

---

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

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 **THOMAS E. QUINN**, 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 a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

**The South 35.00 feet of the West 64.00 feet of Lot 10, Block 7, Blake's First Addition to the City of Ottumwa, Wapello County, Iowa.**

**Containing 2,240 square feet, more or less.**

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 \$180.00 (One Hundred Eighty Dollars), as there is a mutual benefit, 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 4 day of March, 2025.

**CITY OF OTTUMWA, IOWA**

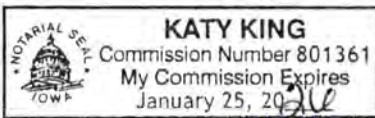
By: Richard W. Johnson  
Richard W. Johnson, Mayor

Attest: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA )

WAPELLO COUNTY )

On this 4th day of March, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 Adopted by the City Council on the 4th day of March, 2025 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 11th day of December, 2024.

**PROPERTY OWNER:**

By: Thomas E. Quinn  
**THOMAS E. QUINN**

**ALL PURPOSE ACKNOWLEDGMENT**

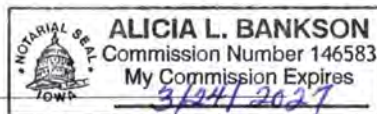
STATE OF Iowa )  
 ) SS  
COUNTY OF WAPELLO )

On this 11th day of December, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas E. Quinn, 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

PROPERTY OWNER:  
THOMAS E. QUINN  
JANET R. QUINN  
619 E FOURTH STREET  
OTTUMWA, IA 52501  
BOOK 500, PAGE 461

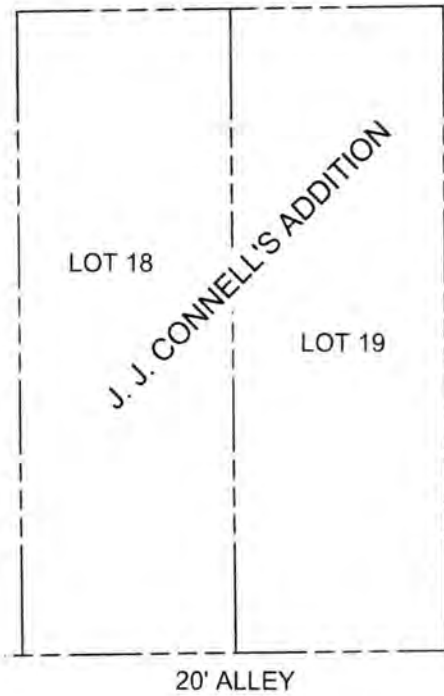
# EASEMENT DRAWING

EAS-01

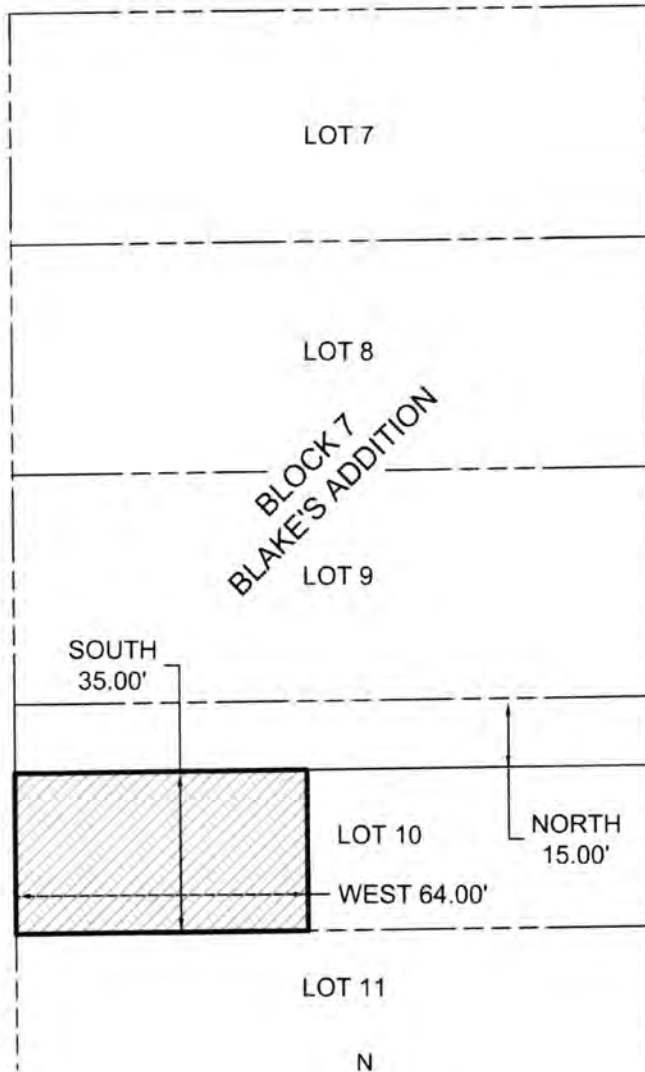
FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO  
THE CITY OF OTTUMWA, IOWA

PHYSICAL ADDRESS:  
NA

HACKBERRY STREET



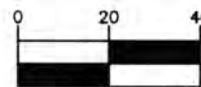
20' ALLEY



BIRCH STREET

### LEGEND

- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ EASEMENT AREA 2240 SQ.FT.



1 Inch = 40 ft.

### SURVEY FOR:

CITY OF OTTUMWA  
105 E. THIRD STREET  
OTTUMWA, IA 52501  
PHONE: (641) 683-0600

V&K PROJECT NUMBER 40985      DATE: 08-21-24

**VEENSTRA & KIMM INC.**

3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

DRAWING #

**2**

SHEET 2 OF 2

**SEWER EASEMENT  
(Recorder's Cover Sheet)**

**Preparer Information:**

Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

**Return Document to:**

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

**Name of Grantor:**

Thomas E. Quinn

**Name of Grantee**

City of Ottumwa, Iowa

**Legal Description:**

See Exhibit "A"



## SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **THOMAS E. QUINN**, (collectively, the "Grantor"), in consideration of the sum of **one thousand fifty dollars (\$1050.00)**, 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 to install and maintain 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 11<sup>th</sup> day of December, 2024.

**PROPERTY OWNER:**

By: Thomas E. Quinn  
**THOMAS E. QUINN**


**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa )  
 ) SS  
COUNTY OF WAPELLO )

On this 11<sup>th</sup> day of December, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas E. Quinn, 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 4 day of March, 2025.

**CITY OF OTTUMWA, IOWA**

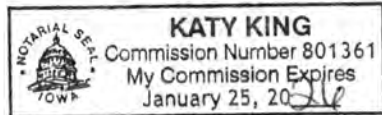
By: Richard W. Johnson  
Richard W. Johnson, Mayor

Attest: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA )

WAPELLO COUNTY )

On this 4th day of March, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 Adopted by the City Council on the 4th day of March, 2025 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

Exhibit "A"

**The North 15.00 feet of Lot 10, Block 7, Blake's First Addition to the City of Ottumwa, Wapello County, Iowa.**

**Containing 2,100 square feet, more or less.**

PROPERTY OWNER:  
THOMAS E. QUINN  
JANET R. QUINN  
619 E FOURTH STREET  
OTTUMWA, IA 52501  
BOOK 500, PAGE 461

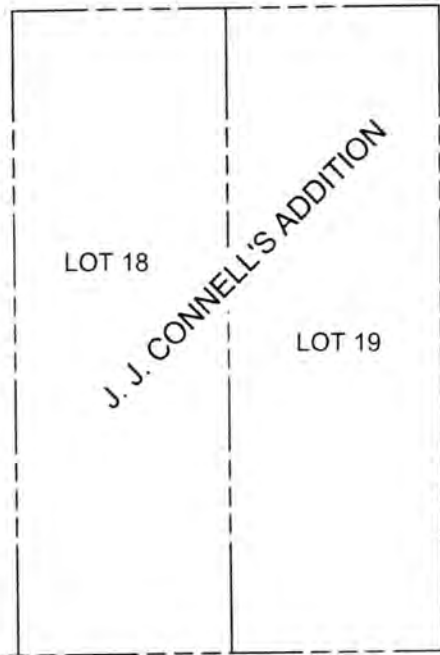
# EASEMENT DRAWING

EAS-01

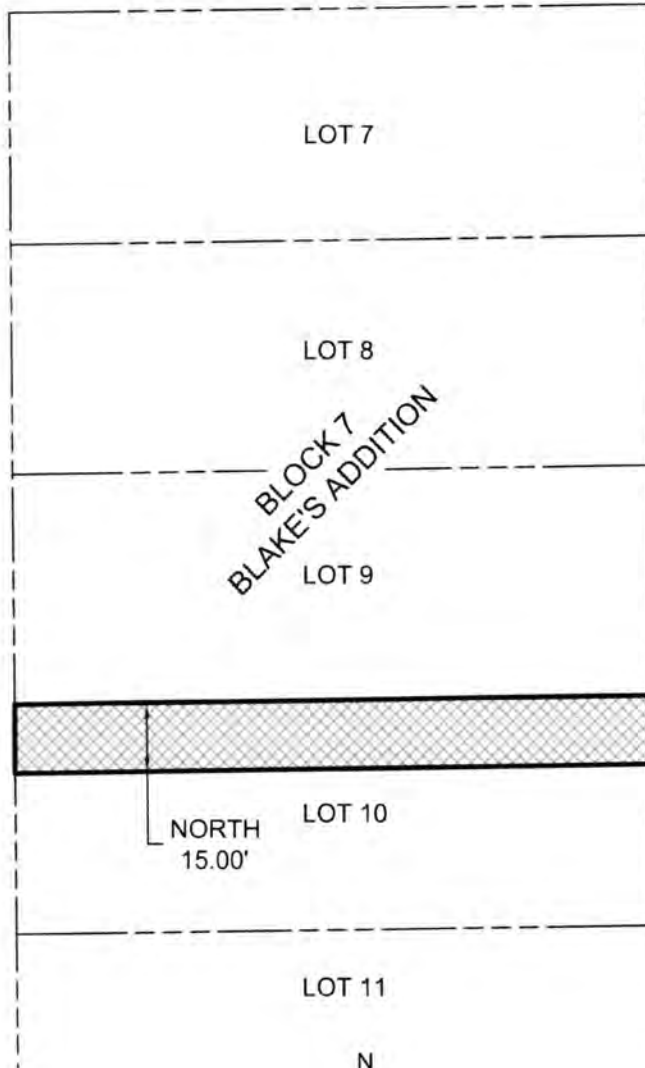
FOR PERPETUAL SEWER BEING CONVEYED TO  
THE CITY OF OTTUMWA, IOWA

PHYSICAL ADDRESS:  
NA

HACKBERRY STREET



20' ALLEY



BIRCH STREET

### LEGEND

- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- - - - - PROPERTY LINE
- ▨ EASEMENT AREA 2100 SQ.FT.

SURVEY FOR:  
CITY OF OTTUMWA  
105 E. THIRD STREET  
OTTUMWA, IA 52501  
PHONE: (641) 683-0600

V&K PROJECT NUMBER 40985 DATE: 08-21-24

**VEENSTRA & KIMM INC.**

3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

DRAWING #

1

SHEET 1 OF 2

**SEWER EASEMENT  
(Recorder's Cover Sheet)**

**Preparer Information:**

Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

**Return Document to:**

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

**Name of Grantor:**

Catarina Tomas Sebastian

**Name of Grantee**

City of Ottumwa, Iowa

**Legal Description:**

See Exhibit "A"

## SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **CATARINA TOMAS SEBASTIAN**, (collectively, the "Grantor"), in consideration of the sum of **two hundred thirty five dollars (\$235.00)**, 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 to install and maintain 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 20th day of December, 2024.

**PROPERTY OWNER:**

By: *[Signature]*  
**CATARINA TOMAS SEBASTIAN**

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA )  
) SS  
COUNTY OF WAPELLO )

On this 20th day of December, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Catrina Tomas and Sebastian 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 4 day of March, 2025.

**CITY OF OTTUMWA, IOWA**

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

Attest: Chris Reinhard  
Chris Reinhard, City Clerk

STATE OF IOWA )

WAPELLO COUNTY )

On this 4th day of March, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 adopted by the City Council on the 4th day of March, 2025 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



Exhibit "A"

**The North 10.00 feet of Lot 16, C.F. Blake's Subdivision in the City of Ottumwa, Wapello County, Iowa.**

**Containing 467 square feet, more or less.**

**SEWER EASEMENT  
(Recorder's Cover Sheet)**

**Preparer Information:**

Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266 (Phone 515-225-8000)

**Return Document to:**

City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, Iowa 52501

**Name of Grantor:**

Juvenal Marquez

**Name of Grantee**

City of Ottumwa, Iowa

**Legal Description:**

See Exhibit "A"

## SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **JUVENAL MARQUEZ**, (collectively, the "Grantor"), in consideration of the sum of **two hundred thirty five dollar (\$235.00)**, 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 to install and maintain 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 3rd day of February, 2025.

**PROPERTY OWNER:**

By: Juvenal Marquez  
**JUVENAL MARQUEZ**

**ALL PURPOSE ACKNOWLEDGMENT**

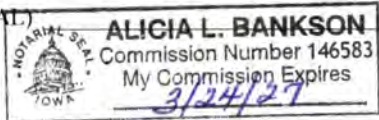
STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

On this 3rd day of February, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Juvenal Marquez, to me personally known, or X 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 Alicia L. Bankson



Signed the 4 day of March, 2025.

**CITY OF OTTUMWA, IOWA**

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

Attest: Chris Reinhard  
Chris Reinhard, City Clerk



STATE OF IOWA

WAPELLO COUNTY

On this 4th day of March, 2025 before me, a Notary Public in and for the State of Iowa, personally appeared 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. 40-2025 Adopted by the City Council on the 4th day of March, 2025 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



Exhibit "A"

**The North 10.00 feet of Lot 15, C.F. Blake's Subdivision in the City of Ottumwa, Wapello County, Iowa.**

**Containing 467 square feet, more or less.**

**received**  
2-27-25 1205

**Pulled - No Legislative Action**

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 4, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 41-2025 - Resolution Approving Loan Agreement Between the City of Ottumwa, Iowa and Venu Works, Inc.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 41-2025.

**REMOVED FROM AGENDA - NO LEGISLATIVE ACTION OCCURRED.**

DISCUSSION: The City has received a message from VenuWorks identifying an issue with cash flow related to operating costs. There are a number of events on the books; however, without sufficient cash on hand to pay for staff, marketing, and other related costs these events may not proceed thereby eliminating the potential for revenue. As a result, VenuWorks, Inc has requested a cash injection beyond the annual operating budget. The attached agreement lays out the terms of the injection and future reimbursement of the advanced funds.

Source of Funds: Establish as a receivable related to recovery via future revenue

Budgeted Item:

Budget Amendment Needed: Yes

**RESOLUTION NO. 41-2025**

**RESOLUTION APPROVING LOAN AGREEMENT BETWEEN  
THE CITY OF OTTUMWA, IOWA AND VENU WORKS OF OTTUMWA, LLC**

**WHEREAS**, the City of Ottumwa, Iowa owns the Bridge View Center (BVC) facility; and

**WHEREAS**, the City of Ottumwa, Iowa has entered into contract with VenuWorks or Ottumwa, LLC to operate the facility on behalf of the city; and

**WHEREAS**, Venu Works of Ottumwa, LLC is experiencing an issue with operational cash flow and has requested a cash injection of \$200,000 to finance continued operation and cost of management, operation, catering/concession, and marketing services for the Bridge View Center; and

**WHEREAS**, Venu Works of Ottumwa, LLC has stated an interest to reimburse the City for these advanced funds; and

**WHEREAS**, an agreement between the City of Ottumwa and Venu Works of Ottumwa, LLC has been drafted to reflect the request and responsibilities of each entity; and,

**WHEREAS**, funds for said loan shall be transferred from Fund 125 Westgate TIF to Fund 720 Bridge View Center for distribution.

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

That the proposed Agreement between the City of Ottumwa and Venu Works, Inc. is hereby approved; and

That the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said agreement on behalf of the City; and

That the transfer of \$200,000 from Fund 125 Westgate TIF to Fund 720 Bridge View Center is approved.

APPROVED, PASSED AND ADOPTED, this 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA

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

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

**Pulled - No Legislative Action**

## LOAN AGREEMENT

THIS LOAN AGREEMENT (hereinafter "Agreement") is made on or as of the \_\_\_\_ day of March, 2025, by and between the City of Ottumwa, Iowa, a municipality (hereinafter "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, as amended, and VenuWorks of Ottumwa, LLC, an Iowa limited liability company (hereinafter "Company").

### WITNESSETH:

WHEREAS, the Company is a subsidiary of VENUWORKS, Inc, an Iowa corporation (hereinafter "Corporation"); and

WHEREAS, by Resolution No. 119-2024, adopted June 3, 2024, the City approved an amended and restated management agreement with the Company for the management of the Bridge View Center (the "Management Agreement"); and

WHEREAS, pursuant to the Management Agreement, the City and Company agreed for the Company to provide management, operation, catering/concession, and marketing services for the Bridge View Center until June 30, 2029, with options to extend; and

WHEREAS, the City desires to lend to Company and Company desires to borrow from City the amount of Two Hundred Thousand Dollars (\$200,000.00) to finance the cost of management, operation, catering/concession, and marketing services for the Bridge View Center (the "Services"); and

WHEREAS, Chapter 15A of the Code of Iowa provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and Company desire to enter into this Agreement whereby the City will loan funds to the Company to be used in furtherance of economic development and job creation within the City; and

WHEREAS, the City believes the fulfillment generally of this Agreement is in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Loan Terms.

- A. City shall lend Two Hundred Thousand Dollars (\$200,000.00) to Company, and shall be repaid to the City, together with interest at a rate of 1% per annum on the unpaid balance until paid in full solely to finance the cost of the Services.
- B. City shall advance the proceeds of the Loan to the Company on or before March 7, 2025.
- C. The Company shall repay the Loan, with interest, on or before February 28, 2029. There shall be no penalty for prepayment.
- D. The Company shall repay the indebtedness arising under this Agreement from surplus revenues of the Bridge View Center. If there are not enough surplus revenues generated

within the time frame beginning with the execution of this Agreement and ending with the date the loan must be repaid, after paying all management compensation and other operating expenses of the Bridge View Center, due to failure of the Company to undertake its obligations under the Management Agreement, then Company shall repay any unpaid balance on the Loan, including interest, from funds of the Corporation.

2. Event of Default. If the Company fails to perform any of its obligations under this Agreement, the City may take any legal or equitable action deemed appropriate to enforce the Company's obligations under this Agreement.
3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa.
4. Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Company and supersedes all other written and oral agreements, discussions, and negotiations.
5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.
6. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after repayment in full of the principal loan and any applicable interest, unless terminated earlier under the provisions of this Agreement.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Company has caused this Agreement to be duly executed on or as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[Remainder of page intentionally left blank; Signature pages follow]*

(SEAL)

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Rick Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before a Notary Public in and for the State, personally appeared Rick Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Loan Agreement – City]*



VenuWorks,of Ottumwa, LLC, an  
Iowa limited liability company

\_\_\_\_\_  
Steven L. Peters, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Steven Peters, to me personally known, who, being by me duly sworn, did say that he is President of VenuWorks of Ottumwa, LLC, and that said instrument was signed on behalf of said corporation; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Loan Agreement – Company]*

VENUWORKS, Inc, an  
Iowa corporation

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ of VenuWorks, Inc., and that said instrument was signed on behalf of said corporation; and that the said \_\_\_\_\_ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Loan Agreement – Corporation]*

**received**  
2.27.25 1205

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Mar 4, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 42-2025 - Approving a Demolition and Controlled Burn Agreement Between the City of Ottumwa and the Ottumwa Community School District

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 42-2025

DISCUSSION: The Ottumwa School District purchased property within a project area for the District. They have requested the assistance of the fire department for the City of Ottumwa in demolition of the properties through a controlled practice burn. The District has agreed to prepare the properties ahead of the practice burn. The attached agreement identifies the expectations of the entities related to this request.

Source of Funds:

Budgeted Item:



Budget Amendment Needed:

**RESOLUTION NO. 42-2025**

**RESOLUTION APPROVING DEMOLITION AND CONTROLLED BURN  
AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA  
AND THE OTTUMWA SCHOOL DISTRICT**

**WHEREAS**, the Ottumwa Community School District has purchased property and has requested the assistance of the fire department of the City of Ottumwa to aid in the demolition of these properties via a controlled practice burn; and

**WHEREAS**, the fire department can perform this controlled practice burn to provide training for fire personnel; and

**WHEREAS**, an agreement between the City of Ottumwa and the Ottumwa Community School District has been drafted to reflect request and responsibilities of each entity.

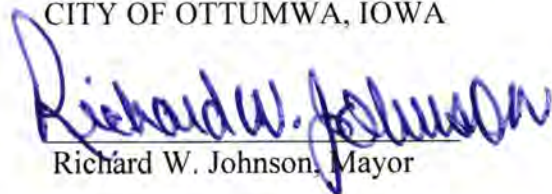
**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF  
THE CITY OF OTTUMWA, IOWA:**

That the proposed Agreement between the City of Ottumwa and the Ottumwa Community School District is hereby approved; and



That the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said agreement on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 4<sup>th</sup> day of March, 2025.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

## DEMOLITION AND CONTROLLED BURN AGREEMENT

This Demolition and Controlled Burn Agreement is dated March 4, 2025 and is between the Ottumwa Community School District, an Iowa school corporation (the "District"), and City of Ottumwa, Iowa, an Iowa municipal corporation (the "City").

The District is the legal owner of the real property located at 443 E Fourth, Ottumwa, IA 52501, 445 E Fourth, Ottumwa, IA 52501, 449 E Fourth Ottumwa, IA 52501, and 451 E Fourth, Ottumwa, IA 52501 (the "Properties"). The City has agreed to demolish the Properties through a controlled practice burn administered by its fire department.

The District and City therefore agree as follows:

1. **Term.** This agreement will commence on or about March 4, 2025 and will end on the earlier of (i) the date all demolition and controlled burn activities are completed, and the Properties are returned to a safe condition as outlined in Section 3.D. of this agreement, or (ii) December 31, 2025.

2. **District Responsibilities.**

- a. **Property Access:** The District shall provide the City and its personnel full access to the Properties, including all buildings and structures, for the purpose of performing the controlled burns.
- b. **Pre-Burn Preparation:** The District shall disconnect all utilities (gas, water, electricity) from the Properties prior to demolition and burning.
- c. **Permits and Approvals:** The District shall reasonably cooperate with the City in obtaining any necessary permits, licenses, or approvals in the City's name that are required by local, state, or federal authorities for the controlled burns.
- d. **Shingle Removal:** The District shall remove all shingles from the rooftops of the houses in preparation for the controlled burn.
- e. **Asbestos Removal:** The District shall abate asbestos from the Properties prior to any demolition or burn activities in accordance with local, state, and federal regulations. Upon completion, the District will provide the abatement report to the City for submission to the Iowa Department of Natural Resources.
- f. **Parking Lot Clearance:** The District shall clear the parking lot to the west of the Properties for a period beginning twenty-four hours prior to the controlled burn and ending when the City notifies the District that the parking lot may be occupied again to ensure adequate staging space for the City.

- g. **Safety and Notification:** The District shall use its discretion to notify local residents and businesses the District believes might be affected by the controlled burn of the date and time when the burn will occur. The District will cooperate with the City to maintain public safety throughout the project.

3. **City's Responsibilities.**

- a. **Burn Authorization:** The City shall be responsible for obtaining all necessary burn permits from local or state authorities, ensuring compliance with fire safety regulations, and maintaining all necessary licenses.
- b. **Burn Notice and Timing.** The City shall provide the District with at least seven (7) days advance written notice of its intent to commence the burn. The City shall not perform the burn on any day that the District reasonably objects to.
- c. **Equipment, Personnel, and Materials:** The City shall provide all necessary equipment, personnel, and materials to complete the controlled burn, and to demolish and remove the portions of the buildings that remain after the burn is completed.
- d. **Training and Supervision:** The City shall provide qualified and experienced personnel to conduct and supervise the controlled burns, and shall ensure that all safety measures are adhered to during the burn and training operations. The City shall also provide public safety personnel as needed to protect the public during the burn.
- e. **Post-Burn Site Condition:** The City shall ensure that the Properties are returned to a safe condition after the training exercises, including removing any hazardous materials, debris, and confirming the site is safe and secured.

4. **Termination.** Either party may also terminate this agreement before the burn occurs for its convenience by providing thirty (30) days prior written notice of termination to the other party. This agreement may not be terminated once the burn is commenced until it terminates by its terms under Section 1.

5. **Insurance.** The City shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The City shall also maintain worker's compensation and employer liability insurance in amounts required by law. The City's general liability policy shall name the District as an additional insured and include a waiver of subrogation in favor of the District for any claim arising out of the burn. The City shall provide the District with a certificate of insurance evidencing the required coverage at least seven (7) days before commencing the burn.

6. **Indemnification.** The City shall indemnify the District for any liability incurred by the District in connection with the City's act or omission related to the controlled burn. The District shall indemnify the City for any liability incurred by the City in connection with the District's act or omission related to the controlled burn.

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

**To District:**  
Ottumwa  
Community School District  
Attn: Superintendent  
115 N Ferry Street  
Ottumwa, IA 52501

**To City:**  
City of Ottumwa City  
Attn: Don Deutsch  
201 N. Wapello St.  
Ottumwa, Iowa 52501  
641-226-3676

8. **No Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

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

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

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

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

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

- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

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

**City of Ottumwa**

**Ottumwa Community School District**

By: Richard W. Johnson  
Mayor

3.4.2025

By: Christina G. Mark

Board President

2/24/25

By: Christina Reinhard  
City Clerk

3.4.2025

By: [Signature]

Board Secretary

2-24-25



received  
2-27-25 120

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Mar 4, 2025

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 43-2025: Resolution Removing Special Assessments Applied to 126 S Cooper, 422 N Wapello and a Vacant Lot on Hackberry on Resolutions No. 199-2024 and 200-2024

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 43-2025.

DISCUSSION: The City acquired the properties at 422 N Wapello and 126 S Cooper in December as a result of 657A actions to take title to abandoned property. This resolution removes assessments applied to those properties for nuisance abatement and mowing by previous owners. This allows the City to sell the properties with a clean title and no outstanding fees. Bids are open for 422 N Wapello until March 12 and Cooper will be placed for bids

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

shortly after. The assessments on these properties total \$5,390 and the largest share is for nuisance abatement on 126 S Cooper.

In January 2025, Ottumwa Schools acquired a vacant lot at the corner of Hackberry and Birch by tax sale deed. A special assessment for mowing fees was applied to the property in 2024 totaling \$~~905~~. This resolution will remove that fee as well.

RESOLUTION NO. 43-2025

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 126 S COOPER, 422 N WAPELLO AND A VACANT LOT HACKBERRY ON RESOLUTIONS NO. 199-2024 AND 200-2024

WHEREAS, Resolution No. 200-2024 included two special assessments on Tract #14 and #15 for nuisance abatement clean-up on the property at 126 S Cooper in the amount of \$1,825.00 plus \$5.00 administrative cost and \$2,800 plus \$5.00 administrative cost respectively; and

WHEREAS, the City of Ottumwa acquired the abandoned property at 126 S Cooper in December 2024 and intends to convey the property to a new owner for rehabilitation without applying additional cost for special assessments; and

WHEREAS, Resolution No. 199-2024 included a special assessment on Tract #29 for delinquent mowing fees on the property at 422 N Wapello in the amount of \$750.00 plus \$5.00 administrative cost; and

WHEREAS, the City of Ottumwa acquired the abandoned property at 422 N Wapello in December 2024 and intends to convey the property to a new owner for rehabilitation without applying additional cost for special assessments; and

WHEREAS, Resolution No. 199-2024 included a special assessment on Tract #49 for delinquent mowing fees on the property at Parcel #007410120007000, a vacant lot on Hackberry, in the amount of \$900.00 plus \$5.00 administrative cost; and

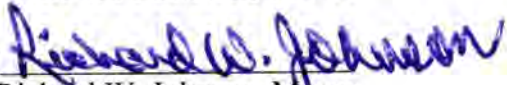
WHEREAS, the Ottumwa Schools acquired the tax sale deed to the above vacant lot on Hackberry in January 2025 and has requested removal of special assessments;

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

That the special assessments for 126 S Cooper, 422 N Wapello and the above vacant lot on Hackberry in the amount of \$6,295 including administration costs and all interest be removed from Resolutions No. 199-2024 and 200-2024.

Approved, passed and adopted this 4th day of March 2025.

CITY OF OTTUMWA, IOWA

BY   
Richard W. Johnson, Mayor

ATTEST:

  
Chris Reinhard, City Clerk