



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 35
Council Chambers, City Hall

December 7, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Roe, Meyers, Pope, Berg, Dalbey and Mayor Lazio.

City Council appointment to fill vacancy that will occur on December 31, 2021; with remaining balance of the term of office for the vacant position to expire in January 2024. The person so appointed to fill the vacancy shall hold office until a successor is elected and qualified in accordance with law.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 33 on November 16, 2021 as presented.
2. Civil Service Commission Eligibility List for November 24, 2021: Firefighter Entrance
3. Approve the appointment of Frank Stanton to Plant Operator at the WPCF on or about December 19, 2021.
4. Approve the appointment of James Tray to Airport Maintenance Worker at the Ottumwa Regional Airport on or about December 19, 2021.
5. Approve a two-year extension lease agreement with Brad Yeager, for 510 acres of farmland more or less, located at the Ottumwa Regional Airport, and authorize the Mayor to sign.
6. Approve a conflict of interest waiver for Ahlers & Cooney, P.C. between the City of Ottumwa and the Ottumwa Community School District in order to draft an Agreement between the two partners.
7. Resolution No. 212-2021, authorizing reimbursement of expenses in the amount of \$30,000 incurred by the City as qualified urban renewal expenditures eligible for reimbursement from the West Gate TIF as per Iowa Code Section 403.19, in support for the Main Street Program.
8. Beer and/or liquor applications for: Noe's Bar and Grill, 101 South Madison Ave.; Cerro Grande Meats and Market, 311 E. Main; Uncle Buck's Bar and Grill, 518 Church Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. ORHC, Dennis Hunger
2. Main Street Ottumwa update – Fred Zesiger; with presentation of check
3. ARPA Funds – Update of staff recommendations and input from exiting City Council on 12/21.

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. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Purchase Hilti Stainless Steel Sleeves and Epoxy for the River Wall Flood Panel installation.

RECOMMENDATION: Approve the purchase of Stainless Steel Sleeves and Epoxy from Hilti in the amount of \$14,202.70 for the installation of the River Wall Flood Panel.

2. Consideration of increasing the Fire Department staffing levels by three (3) positions and proceeding with the hire of these newly established positions.

RECOMMENDATION: Increase the staffing level of the Fire Department by three (3) positions and provide direction on filling the newly created positions.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 211-2021, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and HCI52501 Investment, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 211-2021.

H. RESOLUTIONS:

1. Resolution No. 207-2021, approving employee Leave of Absence Policy for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 207-2021.

2. Resolution No. 208-2021, approving updates to the City of Ottumwa Personnel Policy.

RECOMMENDATION: Pass and adopt Resolution No. 208-2021.

3. Resolution No. 210-2021, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa, totaling \$14,409.17.

RECOMMENDATION: Pass and adopt Resolution No. 210-2021

4. Resolution No. 213-2021, support and financial commitment for the Main Street Ottumwa Program for 2022-2023 and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 213-2021.

5. Resolution No. 214-2021, approving the annual budget of the Ottumwa Water Works Board of Trustees for calendar year 2022.

RECOMMENDATION: Pass and adopt Resolution No. 214-2021.

6. Resolution No. 215-2021, determining the necessity and fixing date for a public hearing on the matter of the adoption of a proposed Amended and Restated Ottumwa Urban Revitalization Plan for the Ottumwa Revitalization Area.

RECOMMENDATION: Pass and adopt Resolution No. 215-2021.

7. Resolution No. 216-2021, fixing date for a public hearing on an application to the Iowa Economic Development Authority for a Community Development Block Grant (CDBG) from the COVID-19 Program and authorizing the mayor to sign the contract for grant application assistance with Area 15 Regional Planning Commission.

RECOMMENDATION: Pass and adopt Resolution No. 216-2021.

8. Resolution No. 217-2021, approving the purchase, signing of contracts, signing of an Agreement and cost of annual maintenance/subscription fees for the Public Safety Suite Pro from Central Square for the Ottumwa Police Department.

RECOMMENDATION: Pass and adopt Resolution No. 217-2021.

I. ORDINANCES:

1. Ordinance No. 3187-2021, an ordinance providing that general property taxes levied and collected each year on all property located within the Bonita Urban Renewal Area, in the City of Ottumwa, County of Wapello, State of Iowa, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Bonita Urban Renewal Area (The Bonita Urban Renewal Plan).

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3187-2021.

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. PETITIONS AND COMMUNICATIONS

1. Petition No. 5087-2021: 572 total signatures (489 signatures in Ottumwa) petition for the City Council to vote "No" on the proposed 50% 20 year or 100% 10 year Tax Increment Financing (TIF) rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Ave until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway.

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: 12/3/21 TIME: 3:45 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #35 to be held on
12/7/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 0024
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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DEPT. ID 4717
ST. TIME 12/03 15:46
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
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OTTUMWA

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MEMO: Tentative Agenda for the Regular City Council Meeting #35 to be held on
12/7/2021 at 5:30 P.M.

REGULAR MEETING NO. 33
Council Chambers, City Hall

November 16, 2021
5:30 O'Clock P.M.

New City Council Member Sandra Pope was sworn in by Honorable Judge Daily.

The meeting convened at 5:32 P.M.

Present were Council Member Berg, Dalbey, Roe, Meyers, Pope and Mayor Lazio.

Roe moved, seconded by Meyers to approve the following consent agenda items: Mins. from Regular Mtg. No. 32 on Nov. 2, 2021 as presented; Approve appointment of Linda Vogt to Airport Adv. Brd., term to exp. 10/1/2022 and Ashley Noreuil to Planning & Zoning Commission, term to exp. 4/1/2024; Approve appointment of Vernon (Bud) Guyette to Airport Maint. Worker effective on or about Nov. 21, 2021; Approve appointment of John Lloyd to WPCF Superintendent effective on or about Dec. 5, 2021; Hunger and Homelessness Awareness Week Proclamation; Auth. Mayor to sign lease agts. with the Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, and YMCA at Sycamore Park for use of facilities effective Jan. 1, 2022 through Dec. 31, 2022; Award contract for delivery of ethanol and diesel fuel by semi tanker delivery to the PW above ground storage tanks to Elliott Oil Company and auth. Mayor to sign; Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate; all applications pending final inspections. All ayes.

Dalbey moved, seconded by Berg to approve the agenda as presented. All ayes.

City Admin. Rath discussed TIF. You can have Urban Renewal Plan without TIF Ord.; you can have TIF Ord. without Development Agt., but you can't have a TIF Ord. without an Urban Renewal Plan. All three items work in tandem. We have worked closely with legal counsel to make sure we have protections in place against common failures of TIF. You may not agree with the Development Agt., but if we do not pass the TIF Ord., we cannot use the funds within the TIF to pay for other projects/improvements in this area. In order for us to grow, we will need to incentivize some projects.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. We will move into Item F-1, consideration of resignation of Council Member Meyers, and Ashley Noreuil would like to address Council on this topic. Who is the 5th member to put the council in the best position to move Ottumwa forward? If selected, I bring government budget experience, continued, regular ethics training, leadership of diverse teams and strategic thinking and problem solving skills to the table. I ask that you think about the assets I bring to the table and do you find these valuable assets for your newest council member? Mayor then asked for Russ Hull to address the council. Russ stated for the citizens of Ottumwa to have faith in the City Council to appoint the next member so we don't have the costs associated with a special election. You have two viable candidates willing to fill this seat based on the results of the last election.

Meyers moved, seconded by Berg to Consider resignation of Council Member Meyers and how to proceed with filling the vacancy. All Council members discussed in length. Roe made a motion to amend the motion to accept the resignation of Council Member Meyers, effective 12/31/2021, and begin the appointment process. Seconded by Dalbey. All ayes.

Vote taken on original motion to consider resignation of Council Member Meyers effective 12/31/2021; All ayes.

Dalbey moved, seconded by Berg to accept bid and award contract to Tim Skinner Trucking & Excavating for \$4,880, and auth. Mayor to sign contract for demolition and disposal of materials at 218 S. Willard. Community Development Dir. Simonson reported three bids received. All ayes.

Meyers moved, seconded by Roe to accept bid and award contract to Weston McKee for \$9,500 and auth. Mayor to sign contract for demolition and disposal of materials at 306 E. Park. Simonson reported three bids received. All ayes.

Roe moved, seconded by Berg to accept bid and award contract to Weston McKee for \$19,000 and auth. Mayor to sign contract for asbestos removal, demolition and disposal of materials at 238 N. Moore. Simonson reported two asbestos bids and three demolition bids received. All ayes.

Berg moved, seconded by Dalbey to approve the fee increases for camping at the Ottumwa Park Campground for the 2022 camping season. Parks & Rec. Dir. Rathje reported fees are currently \$15 per night for tents and \$18 for RVs. Both fees should be raised to \$20 per night. The fee increase will result in approx. \$9,700 in additional revenue for campground. All ayes.

Roe moved, seconded by Berg that Res. No. 204-2021, auth. purchase of a new 75 ft. aerial fire apparatus for OFD from Sutphen Corp. for total cost \$1,095,169.40, be passed and adopted. Fire Chief Miller reported this is a replacement for truck #308 which is a 1996 Pierce aerial with a 65 ft. aerial. The aerial portion of this truck was taken out of service due to corrosion issues approx. two yrs. ago. Fleet committee approved this replacement on 9/28/2021, with an est. \$1.5 Million. Sutphen will increase prices 7-10% starting 1/1/2022. This apparatus is considered a quint which will aid in maintaining the current ISO rating. A quint provides pump, water tank, fire hose, aerial device and ground ladders. Est. delivery time is 13-15 months and pymt. is required at time of delivery. Finance Dir. Mulder further explained this will be the same process as our last purchased fire apparatus. We will apply for grants to assist in funding and it will be on our next CIP request for the next two years. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 205-2021, fixing date for a public hearing on the proposal to enter into a Development Agt. with HCI52501 Investment, LLC, and providing for publication of notice thereof, be passed and adopted. Simonson reported at the 11/2/2021 mtg., council rejected a proposed DA with HCI52501 which would have provided a 20-yr., 100% TIF rebate for a 108 unit multifamily housing project. Staff and the developer have cont. negotiations and reached a compromise, a 20-yr., 50% rebate which would cut the City's obligation in half from the previous proposal. This sets the public hearing for Dec. 7, 2021, at 5:30 P.M. to consider the new DA. All ayes.

Berg moved, seconded by Roe that Res. No. 206-2021, approving Change Order No. 11 and accepting the work as final and complete and approving the final pay request for the Ottumwa Main Street (Downtown Streetscape) Project, be passed and adopted. PW Dir. Seals reported CO#11 increases the contract by \$129,363.94. New contract sum \$5,432,151.17. All ayes.

Berg moved, seconded by Meyers to pass the first consideration of Ord. No. 3187-2021, an ordinance providing that general property taxes levied and collected each year on all property located within the Bonita Urban Renewal Area, in the City of Ottumwa, County of Wapello, State of IA, by and for the benefit of the State of IA, City of Ottumwa, County of Wapello, Ottumwa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Bonita Urban Renewal Area (The Bonita Urban Renewal Plan). Simonson reported at the 11/2/2021 mtg., Council adopted the Bonita URP and est. the Bonita URA. In order to carry out any of the projects included in the Bonita URP, the City would need to pass an ordinance to auth. capturing tax

increment and using it to make economic development payments to pay certified debts. This is the ordinance that executes the URP. The plan included a project for the development of 108 units of LMI, workforce housing. However, the plan also included a project for street repair. In order to do any action on any project, this ordinance would have to be adopted as a partner to the URP. All ayes.

Petition No. 5086-2021; 730 signatures located in 52501 petition to end the ban on Pit Bulls in Ottumwa, IA. Ottumwa's breed-specific law names breeds and non-breed mixes in a discriminatory manner, labeling and the visual identification of these dogs is wrong. A simple change to this ord. to include all dogs and holding owners responsible for their dogs' behavior is needed. Cities everywhere are deciding to revise these discriminatory bans to hold owners responsible no matter the breed or mix a dog is. This ban has not worked in keeping pitbulls out of city limits. It relies on out of town rescues and shelters to remove these types of dogs, stretching our neighbors' resources is not being a responsible community. This was received by Council; further action will come at a later date. Rath stated we are working closely with legal and city staff to develop new language within our ordinance. Roe added, we need to also include someone from Wapello County Attorney's office as they are a critical link for enforcement of this ordinance. Berg added, look at the dangerous animal ordinance and anti-tethering, back yard breeder that will help reduce instances from happening; look at it this ordinance holistically and not just focus on breed specific language.

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

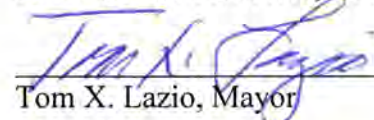
Adjournment was at 6:49 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

OTTUMWA CIVIL SERVICE COMMISSION

FIREFIGHTER – Entrance Eligibility List

1. Chris Kenly
2. Kale Critchlow
3. Matthew Mahaffey
4. Yoshio Vo
5. Kolton Jones
6. Howard Greene
7. Rachel Thompson
8. Jerod Powell
9. Jacob Thomas
10. Bryce Dalbey
11. Dakota Quinn
12. Amanda Cale

Certified November 24, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chair
Ann Youngman
Amy Gardner

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Frank Stanton to Plant Operator at the Water Pollution Control Facility.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Frank Stanton to Plant Operator at the Water Pollution Control Facility on or about December 19, 2021.

DISCUSSION: Appoint Frank Stanton to Plant Operator at the Water Pollution Control Facility.

Frank was hired as a Plant Operator in 2013 and spent 3 years there prior to moving to his current position of Maintenance Technician. Frank is the successful bidder for the current opening of Plant Operator.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of James Tray to Airport Maintenance Worker at the Ottumwa Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of James Tray to Airport Maintenance Worker at the Ottumwa Airport on or about December 19, 2021.

DISCUSSION: Appoint James Tray from the Approved Airport Maintenance Worker Civil Service List to said full time position.

James has been an equipment operator in the streets department. We will be working with the Public Works department to determine a transfer date after approval.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

JD Wheaton

Prepared By

Duke Ball

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Approve a two-year lease extension agreement with Brad Yeager, for 510 acres of farm ground, more or less, located at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve a two-year lease extension with Brad Yeager, for 510 acres of farm ground, more or less, located at the Ottumwa Regional Airport, and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: On Oct. 16, 2018, City Council approved the crop ground Lease Agreement with Brad Yeager for approximately 510 acres, more or less, of Farm Ground located at the Ottumwa Regional Airport for crop years of 2019, 2020 and 2021. The Lease Agreement term is described as a term of Three (3) crop years with a two-year option at the mutual consent of the parties, commencing on the 1st day of March 2019 and ending Dec. 31, 2021. Both parties wish to exercise this two-year option on Dec. 31, 2021; therefore, all terms of the Lease Agreement remain in full effect through Dec. 31, 2023. Legal has reviewed the original Lease Agreement and has provided documentation for the two-year extension. Staff recommends authorizing the Mayor to sign the extension.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this ____ day of December, 2021 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Brad Yeager, hereinafter referred to as LESSEE.

WITNESSETH:

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

WHEREAS, LESSEE has agreed to rent approximately 510 acres, more or less, of Farm Ground located at the OTTUMWA REGIONAL AIRPORT. Total acreage of 510 acres will be adjusted to reflect the certified acres as determined by the USDA FSA office for Wapello County, Iowa.

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

ARTICLE I - PREMISES

- A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, demises, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit: 510.00 acres more or less of farm land located on fractional parts of Section 22, 23, 26, and 27 of T73N R14W of the 5th P.M., Richland Township also known as the Ottumwa Regional Airport, Ottumwa, Iowa.
- B. Field identification and acreages will be as determined by the USDA FSA office for Wapello County, Iowa. Field boundaries will be determined by the Ottumwa Regional Airport.
- C. That LESSEE will use the demised premises as Farm Ground and the premises shall be used by the LESSEE for the purpose hereinbefore stated, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.
- D. LESSEE will not, without the express written approval of the LESSOR, place any sign, decorations or objects on the demised premises, either by attaching the same to the building or placing them on the adjacent grounds.
- E. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from

erecting or permitting to be erected, any building or other structure on the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

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

ARTICLE II - TERM

A. LESSEE shall have and hold all of the above privileges described for a term of two (2) years, commencing on the 1st day of January, 2022 and ending on December 31, 2023.

ARTICLE III - RENTAL AND FEES

A. LESSEE agrees to pay LESSOR for said premises as described in Article 1, the following rentals, fees and charges, together with interest at the rate of 12% per annum on all delinquent installments.

B. The rental fee shall be \$285.00 per acre for an annual fee of approximately \$146,447.00 and shall be paid in semi-annual payments due on the first day of March and November of each year. Annual fee will be adjusted to reflect the certified acres as determined by the USDA FSA office for Wapello County, Iowa.

C. LESSEE may at their own expense make improvements to the premises with prior written consent of LESSOR. Additional Acreages gained from such improvements or clearing shall not be included in the calculation of rental fee during the term of this Agreement.

D. LESSOR reserves the right to terminate fractional parts of this farmland for utilization for industrial, commercial or aviation development. The LESSOR may give notice for immediate termination of said premises. The LESSOR on termination of said premises will reimburse the LESSEE for those unrecoverable expenses accrued in the current crop year prior to the termination of said premises. Those expenses will include seed, chemicals, and fertilizer applied after the removal of the previous crop, and machinery operations associated with the production of the crop on said premises. The machinery cost will be determined by the average of Iowa State University Extensions custom machinery guide.

ARTICLE IV – LESSOR’S LIEN AND SECURITY INTERESTS

As security for all sums due or which will become due from LESSEE to LESSOR, LESSEE hereby grants to LESSOR, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.

The parties agree that by the LESSOR releasing the lien as to the crop in one year, the LESSOR in no way releases the lien or agrees to release the lien in any prior or subsequent year.

ARTICLE V -TERMINATION OF LEASE AND DEFAULTS OF LESSEE

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

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

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

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

E. Re-renting by the LESSOR upon the LESSEE's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

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

ARTICLE VI - MAINTENANCE OF PROPERTY

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

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

C. LESSEE will, at its own expense, repair and replace fences, gates, locks, field markers, aviation zone markers, sewer lines/manholes/intakes/outlets or any other part of the leased premises, if such damage is caused by negligent actions of the LESSEE, its employees, agents invitees, or licensees. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option, and after thirty (30) days written notice of its intention to do so, may complete said repairs; the cost thereof, shall be repayable to the LESSOR by the LESSEE on demand, and may be recovered as rent in arrears

D. LESSEE will maintain a minimum of twelve feet clearance between any crops (field boundaries or perimeters) and fences. Field boundaries or perimeters will be as established by the Ottumwa Regional Airport LESSEE agrees to farm the leased property within the soil conservation recommendations of the USDA and maintain the waterways identified by the USDA Natural Resources Conservation Service Conservation Plan. LESSEE agrees to use diligence to prevent noxious weeds from going to seed on the leased property. Treatment of noxious weed infestation and cost thereof is the responsibility of the LESSEE.

E. The LESSOR reserves the right to enter the premises at any time without notice.

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

G. HAZARDOUS WASTE.

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

(2) LESSEE shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. LESSEE shall apply any chemicals used or weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on premises. LESSEE shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. LESSEE shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air.

(3) LESSEE shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. After termination, LESSEE shall remain liable for violations which occurred during the term of the Lease.

(4) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

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

ARTICLE VII - RULES AND REGULATIONS

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

ARTICLE VIII - SURRENDER OF PREMISES AT END OF TERM

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

ARTICLE IX - INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto, as their interests may appear, except that the LESSEE's share of such insurance proceeds are hereby assigned and made payable to the LESSOR to secure rent or other obligations then due and owing LESSOR by LESSEE.

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

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

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

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

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

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

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage satisfactory to the LESSOR in amount of \$1,000,000 combined single limit, protecting the LESSOR against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates or copies of said policies shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE X - INDEMNITY

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

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

ARTICLE XI - ASSIGNMENT

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

ARTICLE XII - NOTICES

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

Ottumwa Regional Airport
14802 Terminal Street
Ottumwa, IA 52501

Telephone: 641-683-0619

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

Brad Yeager
6353 120th Street
Ottumwa, IA 52501

Telephone: 641-777-5079

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

ARTICLE XIII - GENERAL CONDITIONS

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

B. The Bid Form, Rules and Regulations, Invitation to Bidders documents, the Conservation Plan and associated Maps are made a part of the lease by reference and are included.

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

D. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and

bind the legal representatives, successors and assigns of the respective parties hereto.

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

ARTICLE XIV - SAVING CLAUSE

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

ARTICLE XV – FAA PROVISIONS

A. General Civil Rights Provisions

The LESSEE and any transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Nondiscrimination

A. The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all

other requirements imposed pursuant to 49 CFR, Part 21, Non- discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. — The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

C. Inclusion of Discrimination Provisions in LESSEE Agreements

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. Airport Protection

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the

Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

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

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

F. Existing Rights Reserved

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

G. Exclusive Rights

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

H. War or National Emergency

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

I. Americans with Disabilities Act (1990)

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

J. Right to Amend

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

K. Just Services

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

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

12-7-2021
Date


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

Date

Brad Yeager

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.
between the City of Ottumwa and Ottumwa School District.

Public hearing required if this box is checked.

RECOMMENDATION: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.
between the City of Ottumwa and Ottumwa School District in order
to draft an Agreement between the two partners.

DISCUSSION: The Ottumwa Community School District and the city staff have been in communication about a few development opportunities, which may require real estate transactions between the two parties. A structured agreement between the two entities will be needed to facilitate any such transactions. Staff contacted Attorney Stone to draft such an agreement. When a potential conflict of interest was identified, Stone forwarded the attached waiver for approval. If both parties approve the waiver A&C may proceed.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Kristine Stone
515.246.0314
kstone@ahlerslaw.com

December 2, 2021

Philip Rath
City Administrator
105 East 3rd St.
Ottumwa, IA 52501

Mike McGrory
Superintendent
Ottumwa Community School District
1112 N. Van Buren
Ottumwa, IA 52501

RE: Property transaction and soccer facility agreement

Dear Mr. Rath and Mr. McGrory:

This waiver letter confirms that our Firm has been asked to represent the City of Ottumwa and the Ottumwa Community School District with respect to a proposed real estate transaction between the Parties as well as the preparation of a lease agreement for athletic facilities (Agreements).

As you know, our Firm has existing client relationships with the City of Ottumwa and the Ottumwa Community School District. Given the proposed concurrent representation of the Parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City of Ottumwa and the Ottumwa Community School District in the limited role of memorializing these Agreements as determined by the Parties. The City of Ottumwa and the Ottumwa Community School District must determine the terms to include in the Agreements (between you) and then provide such terms to us to include in the Agreements. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the Agreements, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the Agreements you reach on an amicable and mutually advantageous basis.

In the event there are actual disagreements of substance or content between the Parties, we will decline to advise either party with respect to such issue. Should an issue arise for which

December 2, 2021

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the Parties cannot reach agreement on your own, we would need to withdraw from further representation of both Parties with respect to the proposed Agreements. Such withdrawal would not, however, impact our on-going representation of the City of Ottumwa or Ottumwa Community School District on all other matters.

In the course of the joint representation of the Agreements, we will not have communications with one party relevant to the Agreements that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the Agreements are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the terms of the Agreements, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the Parties in this matter if both Parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.

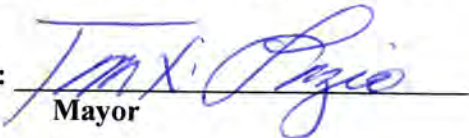
By 

Kristine Stone

The City Council of the City of Ottumwa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the preparation of the Agreements.

Dated this 7th day of December, 2021.

City Council of the City of Ottumwa:

By: 
Mayor

December 2, 2021

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The Board of Trustees of the Ottumwa Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the Agreements.

Dated this ____ day of _____, 2021.

Board of Trustees of the Ottumwa Community School District:

By: _____
Board Chair

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 212-2021 - a resolution authorizing reimbursement of expenses in the amount of \$30,000 incurred by the City for payment under Iowa Code Section 403.19

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 212-2021

DISCUSSION: As part of the City's partnership with Main Street Ottumwa, the City is required to show public and financial support for their operations. Main Street Ottumwa has requested a financial contribution of \$30,000 for continued operations. The letter and supporting documentation is attached for reference.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 212-2021

A RESOLUTION AUTHORIZING REIMBURSEMENT OF EXPENSES IN THE AMOUNT OF \$30,000 INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

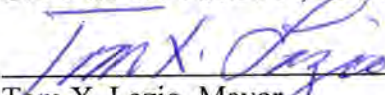
- WHEREAS, the City of Ottumwa has established the West Gate Urban Renewal Area, and;
- WHEREAS, the City of Ottumwa specified in Section 2 of the Sixth Amendment to the West Gate Economic Development Urban Renewal Plan that economic development projects are qualified urban renewal projects, and;
- WHEREAS, reimbursement of costs associated with the Main Street Ottumwa Program in the amount of \$30,000 advanced from the General Fund are a lawful and appropriate expenditure, pursuant to Iowa Code Chapter 403, and authorized by said West Gate Economic Development Urban Renewal Plan, and;

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

1. That the cost of the Urban Renewal Project is an appropriate expenditure of funds pursuant to Iowa Code Chapter 403.
2. The Finance Director is hereby directed to advance the costs for the urban renewal project and certify for reimbursement of such costs from the special fund created under Iowa Code Section 403.19 for the West Gate Economic Development Urban Renewal Area (as amended) of the City.

APPROVED, PASSED, AND ADOPTED, this 7th day of December 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



November 8, 2021

The Honorable Tom Lazio, Mayor of Ottumwa
Members of the Ottumwa City Council
105 E. Third St.
Ottumwa, Iowa 52501

Mayor Lazio and Members of the City Council:

Thank you for the City of Ottumwa’s continued partnership with Main Street Ottumwa – a 501(c)(3) not-for-profit committed to the preservation and revitalization of Ottumwa’s historic downtown core. The Main Street Ottumwa (MSO) organization would not exist without the City’s vision to support this volunteer-driven effort. Without the City’s ongoing investment in MSO, we would not have achieved the level of success in rejuvenating downtown Ottumwa. By organizing, promoting, designing, and restructuring our district’s architectural, economic, and cultural assets over the last 15 years, MSO has helped realize a great impact within the Main Street district.

We are especially proud of the impact MSO has had on the district, as listed in the following table:

All data presented are for the Main Street district only.	2006-2015 (9 Years)	2016-2019 (3 Years)	2020-2021 (2+ Years)	Program Totals (15 Years)
Total Volunteer Hours	28,048	11,696	3,604	43,348
Number of Buildings Sold	39	23	13	75
Private Investment in Acquisitions	\$1,975,700	\$2,143,988	\$4,247,300	\$8,366,988
Private Investment in Building Projects	\$6,686,133	\$10,105,177	\$369,832	\$17,161,142
Value of MSO-Assisted Grants	\$1,475,000	\$11,281,172	\$198,550	\$12,954,722
Business Starts, Relocations, & Expansions	35	22	7	64
Net New Jobs to District	134	260	34	428
New Upper Story Housing Units	30	30	0*	60

**10 currently are in design or under construction.*

Over its first 9 years, the City invested \$15,000 annually into the Main Street Ottumwa program. This increased to \$20,000 annually for the next 3 years, and the City has contributed \$25,000 annually over the last two years. The MSO Board would like to ask for this to be increased to \$30,000 for the 2022/23 program year. Continued financial support from the City of Ottumwa is *essential* for Main Street Ottumwa to maintain its status with Main Street Iowa and the National Main Street Center as accredited Main Street programs. All the items listed in the table above are accomplished by a single MSO employee—Executive Director, Fred Zesiger—and a very dedicated team of volunteers who serve on the Board of Directors and/or one or more of MSO’s committees. The MSO Board asks you to reflect on our contributions to economic growth as you consider this annual request.

Please contact Fred Zesiger at (641) 226-1353 if you have any questions or would like any additional details. We Look forward to ongoing partnerships and appreciate the financial and other support the City has granted us. Thank You!

Respectfully,

Patricia Smith
President, Board of Directors


Fred Zesiger
Executive Director



The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships.



12/7/21

Main Street Ottumwa – Council Update



Fred Zesiger | Executive Director [MAIN STREET] OTTUMWA

Recent Promotional Events



- O Wine Stroll w/ Family Crisis Center 10/14
- Witch Way to Main 10/28
- Holiday Open Houses - 11/18
- Lights of Love tree lighting - 11/26
- Small Business Saturday Snowball Drop - 11/27





Business Growth

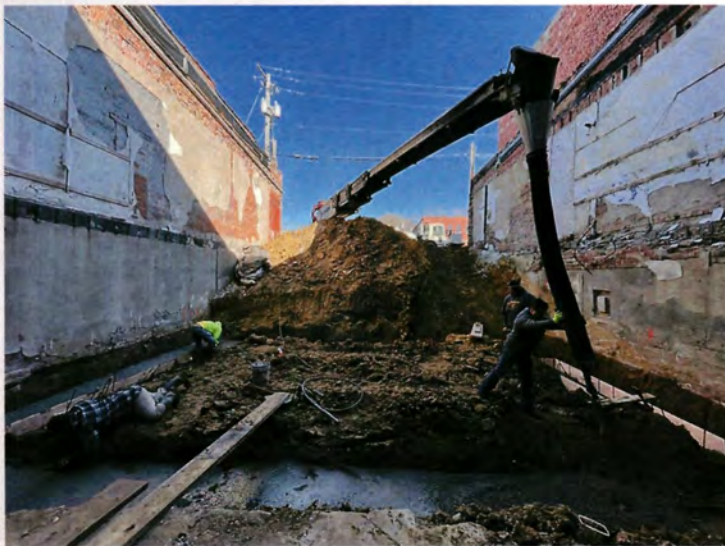


- ▶ Despite pandemic, a net increase of 7 businesses this year
- ▶ Recent openings:
 - ▶ Appanoose Rapids Mercantile
 - ▶ For the Love of Paint
 - ▶ Bliss Junkie
 - ▶ Alison Hite Photography
 - ▶ Breathe Easy Yoga Studio
- ▶ Big River Fabric & Gift Co. opening March 2022

Building Improvements Continue



- ▶ 219 East Main Challenge Grant (2019) project completed
- ▶ 307 East Main Challenge Grant (2020) in progress
- ▶ Other private investment projects ongoing through the district



Ready 2 Recruit



DOWNTOWN OTTUMWA | OTTUMWA, IOWA



At-a-Glance

2021 TOP PROSPECTS SURVEY RESULTS

518

Survey Sample

Ottumwa resident	71.6%
Live within 10 miles of Ottumwa	14.7%
Live within 10 to 20 miles of Ottumwa	6.4%
Live 20+ miles from Ottumwa	7.3%

66%
Female

33%
Work Downtown

Traffic Generators

Businesses and Places Visited Most Often

1. El Rancho Grande	10.1%
2. Top Hat Coffee	8.9%
3. Appanoose Rapids	7.6%
4. Tequila Grill	7.4%
5. Polar Express	4.6%

59%

TRENDS

Describe recent trends in the Downtown Ottumwa as:

Improving or making progress	58
Steady or holding its own	23
Declining or losing ground	17

Opportunities Ahead | Eating & Drinking Places

Top prospects for expansion and recruitment as selected by more than 300 respondents to the Downtown Ottumwa Top Prospects Survey.

Entertainment Ctr	Restaurant	Pizzeria	Deli/Sandwiches	Breakfast/Brunch	Bakery
Top Pick: 28.5%	Top Pick: 22.4%	Top Pick: 14.8%	Top Pick: 11.2%	Top Pick: 8.3%	Top Pick: 5.9%

"I love this town and this community I also see our downtown as our future. I love the family friendly events that are put on by Main Street Ottumwa. It makes me proud to be an investor in downtown"

-Claudia Gates - Property Owner and Developer

59% of survey respondents agree

Welcome to Ottumwa, Iowa 52501

Population 25,565

WHY OTTUMWA?
Ottumwa is a community on the rise. Our ever-increasing diversity of residents from around the world make Ottumwa a unique

Available Property

219 E Main Street



TAKE YOUR BUSINESS TO THE NEXT LEVEL

LOCATION FEATURES IN THE HEART OF DOWNTOWN

The Ottumwa area is home to the American Gothic House, an Antique Airfield and Airpower Museum, 16 miles of trails for biking and walking, 26 parks covering more than 600 acres of land, seven disc golf courses, historical museums depicting Wapello County's beginnings and Native American heritage, authentic Hispanic culture, art galleries, concert venues, an indoor/outdoor aquatic center and water park, shopping and more!

With a daytime population of 28,504, Ottumwa is the hub of Southeast Iowa for retail, restaurants and jobs. Main Street Ottumwa has contributed to 424 new jobs since 2006 and has worked toward 266 building improvement projects. Your business belongs in Downtown Ottumwa!



LEVEL

2-STORY
Upstairs Apartment 800 sq ft
Downstairs Retail Space 2000 sq ft



CONSTRUCTION

Currently under construction
Build to Suit terms negotiable
Brand new facade improvements



PARKING

Two dedicated, off-the-street rear parking spots

MSO Impact (2006-2021)



Main Street Ottumwa Reportable Statistics (Through June 2021)

Buildings Sold	74	Building Rehab Projects	266
Private Investment in Acquisition	\$8,410,488	Private Investment in Rehab	\$17,155,142
Net New Businesses	64	Upper-Story Housing Units (2021)	108
Net Jobs Created	428	Net New Housing Units	60+
Full-Time Employees (2021)	914	Downtown Residents (2021)	137
Part-Time Employees (2021)	212	Net New Downtown Residents	84
Total Volunteer Hours: 43,348			



Valuation Comparison

Parcels	Location	Taxable Valuation	Annual Taxes	Acres	Tax \$/Ac.
1	Residence 1	\$58,790	\$1,276	0.17	\$7,506
1	Residence 2	\$204,160	\$4,972	0.50	\$9,944
1	Walmart	\$10,379,380	\$416,944	19.64	\$21,229
1	Menards	\$8,990,400	\$361,140	15.28	\$23,635
11	100-Block E. Main	\$1,834,951	\$67,116	2.25*	\$29,829*
26	200-Block E. Main	\$1,326,593	\$42,336	3.0*	\$14,112*
27	300-Block E. Main	\$1,904,116	\$56,748	3.0*	\$18,916*

Parcels	Location	2015 Valuation*	2020 Valuation*	Difference*
11	100-Block E. Main	\$2,019,772	\$3,163,401	\$1,143,629
26	200-Block E. Main	\$1,209,568	\$1,574,373	\$364,805
27	300-Block E. Main	\$1,498,880	\$2,349,806	\$850,926
64	Total	\$4,728,220	\$7,087,580	\$2,359,360

*Non-taxable Values Included in Calculation. (2020 Amounts Below)

100-Block: \$1,328,450 | 200-Block: \$247,780 | 300-Block: \$445,690 | Total: \$2,021,92

100-300 E. Main's increased valuation added **\$18,292** to the General Fund this year.

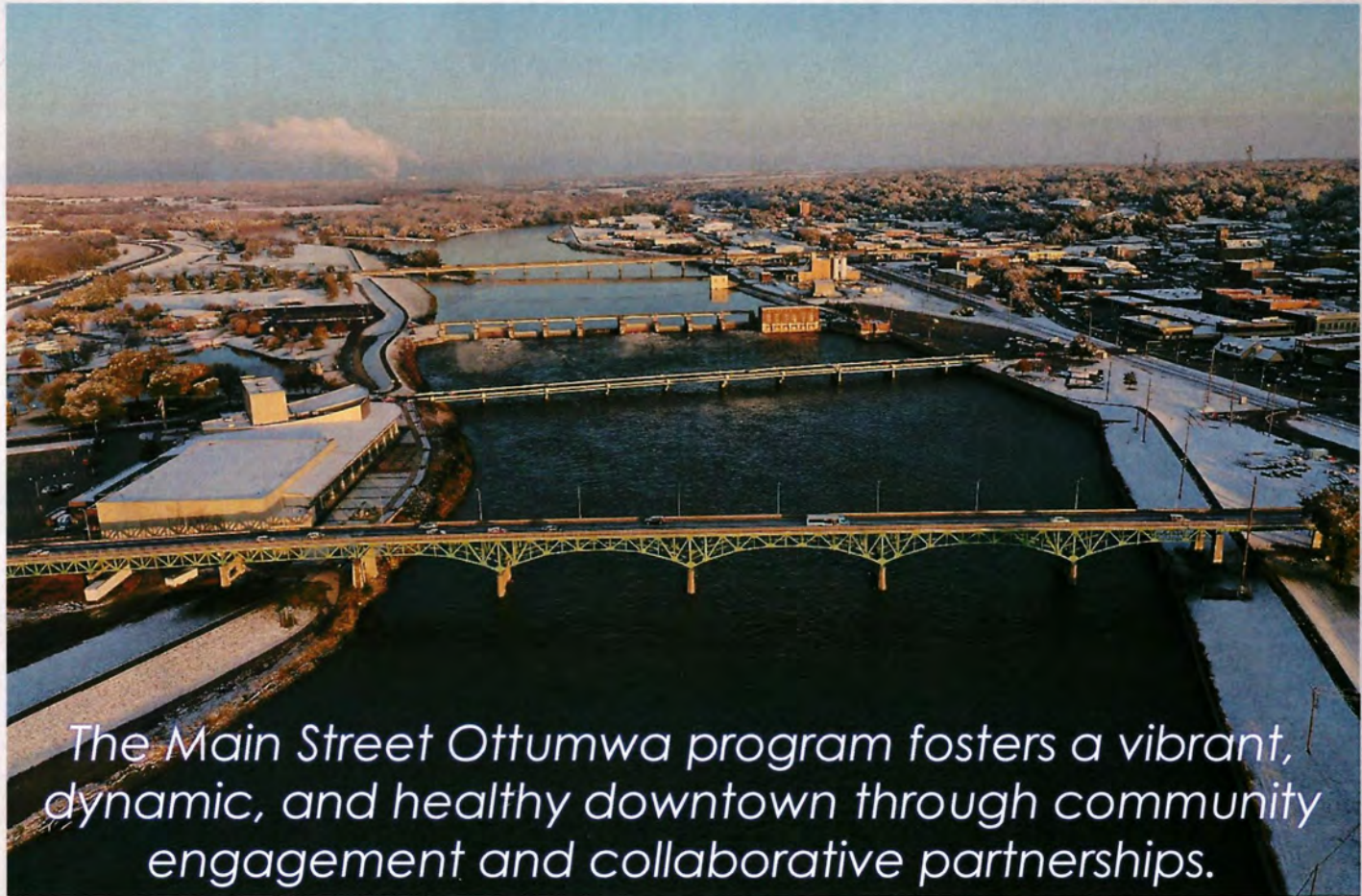


[MAIN STREET]

OTTUMWA

Fred Zesiger

director@mainstreetottuma.com



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 7, 2021

Central Garage
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

P. J. Kite
City Administrator Approval

AGENDA TITLE: Purchase Hilti Stainless Steel Sleeves and Epoxy for the River Wall Flood Panel installation in the amount of \$14,202.70.

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

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

RECOMMENDATION: Approve the purchase of Stainless Steel Sleeves and Epoxy in the amount of \$14,202.70.

DISCUSSION: With the new Des Moines River flood profiles, removable flood wall panels were purchased in order to achieve freeboard requirements. In order to secure the brackets that hold those flood panels, stainless steel, threaded sleeves must be installed in the river wall. These sleeves will allow for the installation and removal of the brackets supporting the flood panels. In addition to the stainless steel sleeves, high strength epoxy is required to secure those sleeves and will be included in this order. This order does not include the stainless steel bolts needed to secure the brackets. Those bolts will be purchased through a local supplier.

Funding: \$500,000.00 CIP

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes



Customer Service
 T 1-800-879-8000
 F 1-800-879-7000
 www.hilti.com

Bill-To Address

City of Ottumwa
 City of Ottumwa
 550 Gateway Drive
 Ottumwa IA 52501-2303

Quotation 923797453

Page 1(1)

Order Type:	Quotation	Customer Number:	28689066
Creation Date:	12/02/2021	Purchase Order No.:	
Our Contact:	PI Order Integration	Your Reference:	
		Your Main Contact:	Mr. Chad Carlson
		Your Main Contact Tel.:	

Delivery Address City of Ottumwa, City of Ottumwa, 550 Gateway Drive, Ottumwa IA 52501-2303

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
258031	Int. threaded sleeve HIS-RN 5/8"x6 3/4" SS316	30 BOX of 5 EA = 150 EA	435.11 BOX	13,053.30
2123401	Epoxy adh RE 500-V3 11.1oz/330ml	20 EA	56.52 EA	1,130.40
Items Total				14,183.70
Freight				19.00
Total net value				14,202.70
Final Total			USD	14,202.70

All transactions subject to Hilti's Terms and Conditions available at www.hilti.com.
 Price subject to change without notice.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of increasing the Fire Department staffing level by three positions and proceeding with the hire of these newly established positions.

Public hearing required if this box is checked.

RECOMMENDATION: Increase the staffing level of the Fire Department by three positions and provide direction on filling the newly created positions.

DISCUSSION: On November 30, the City Council held a special meeting and work session to discuss the staffing levels related for public safety - specifically the fire department. The department was reduced by six members due to budgetary constraints within the general fund for the City. Due to a number of circumstances including long-term, non-work related injuries the fire department has been under considerable strain. In addition to increased overtime costs to help fill these shifts, there is increased concern of employee burnout and physical and emotional breakdown. Re-establishing three positions will provide the necessary buffer to allow staff their time off whether paid or non-scheduled. Additionally, increasing

Source of Funds: Future Franchise Fees

Budgeted Item:

Budget Amendment Needed: Yes

the staffing levels will get new employees the experience needed for continuation of operations as aging staff retires out.

Although the city is in a better financial position than it was two years ago, there is still pressure on the general fund. One option that had been discussed previously was applying for the SAFER grant, which pays the first few years of a firefighters position when the employer agrees to pick up the second half of the commitment. This provides a cost effective way to add staff while amending the budget to sustain the new position(s). Should the City Council desire to move forward with filling these newly created positions immediately, the SAFER grant is off the table for these three positions. A long term resolution to this revenue shortfall is the establishment of Franchise Fees, which can be used toward public safety expenditures. This will be need to be addressed in upcoming meetings and will require a public hearing.

The City Council will need to decide if they would prefer to proceed with filling these positions now and approve a budget amendment later in the fiscal year or wait for the SAFER grant application and decision process. Hiring staff immediately will shift some of the financial burden from "overtime" to regular pay and benefits; however, any remaining deficit will require a future budget amendment. Either way the recommendation is to proceed with the consideration of establishing Franchise Fees to cover the additional costs now and/or in the future.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 211-2021: A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HCI52501 INVESTMENT, LLC

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution No. 211-2021

DISCUSSION: This development agreement revises a previous proposal which the Council rejected on November 4, 2021. Following that meeting, Staff renegotiated with Huegerich Construction/HCI52501 to reach a compromise based on the direction the Council provided. This proposed development reduces the City's investment in the project by 50%.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

This development agreement is a project within the Bonita Urban Renewal Plan. The agreement would provide incentives for HCI52501 to complete minimum improvements which include 108 units of workforce housing. Financing a project at that scale is challenging because of the difference between construction costs and the projected appraised value. To bridge this financing gap, the development agreement proposes that the City use urban renewal authority to capture tax increment within the Bonita Urban Renewal Area and rebate 50% of the TIF-eligible property taxes paid on the value added to the property for a period of 20 years. This rebate is not to exceed \$87,500 per year or \$1.75 million cumulatively. This is a 50% reduction from the previously proposed development agreement.

The development agreement also includes a minimum assessment agreement which will ensure the minimum taxable value for the completed improvements will be at least \$8.2 million. If the final assessed value is greater than \$8.2 million or 50% of the total TIF-eligible taxes exceeds \$87,500 per year, the excess will be returned to taxing entities.

This development will be for workforce housing. It will provide affordable low-to-moderate income housing by charging rents which do not exceed the HUD-established 60% of LMI rent. In this area, that means rents cannot exceed \$979 for a two-bedroom and \$1,131 for a three-bedroom. This will still be a high quality development with similar to market rate rents.

Staff has recommended a 50% rebate for twenty years rather than a 100% rebate for 10 years for a few reasons. The first is that this financing structure provides revenue in year one to account for any increased needs for services. Moreover, the minimum assessment makes the longer term more beneficial to the City than a larger rebate over a shorter period. The minimum assessment locks in a value of \$8.2 million for the duration of the agreement. Because the appraised value will likely be lower than \$8.2 million, it is likely that the assessed value after the expiration of the development agreement expires will decline. 50% of the taxes paid on \$8.2 million for 20 years is greater than 100% of the taxes paid on a smaller assessed value for 10 years.

This financing structure alleviates many of the concerns expressed about the rebate under the previous proposal. This development agreement will ensure new revenue for all taxing entities beginning in year one. This is on top of debt service, school ISL and PPEL levies which will be exempt from capture. Further, we project secondary revenue benefits including per-pupil state funding to schools and sales and fuel tax. Finally, we project tertiary benefits which were described in a memo from Greater Ottumwa Partners in Progress which detailed the economic impact new housing can have for small business, retail and employers.

The Bonita Urban Renewal Plan and the Our Ottumwa 2021 Comprehensive Plan have both identified that housing is a barrier to retaining industry and promoting job growth. JBS took the initiative to recruit the developer for this project because housing is a barrier to their business in Ottumwa.

The site plan for this project has been approved by the Plan and Zoning Commission. The developer is committed to completing at least one of the 36-unit buildings on the site and construction of that building is already under way. This incentive will allow for the developer to complete an additional 78 units. This is in line with the goals identified in the comprehensive plan which identified a ten-year regional need for affordable rental units of 340 units and estimated Ottumwa's capture of that demand at 110 units. This development would position us to capture an outsized share of that expected regional demand. Additionally, the upcoming 2021 Ottumwa Housing Plan, with the benefit of another year of population and market data, projects a need of 175 units of renter occupied housing.

Rental housing is not the end goal of our efforts in housing, but it is a critical piece of the problem. Rental housing provides a place for new families to land and build credit as they prepare for home ownership. It helps to address the urgent needs while we improve our existing owner occupied stock and build new. In November, Ottumwa had 900 vacant positions listed on Indeed. JBS alone has 200 positions to fill and we have projected over 200 new jobs from Superior Machine, MAAX Spas, Atlantic Bottling and Harbor Freight. This is with a 3.4% local unemployment rate which is lower than the state and national average and in line with our pre-COVID unemployment. We will have to grow the labor pool and we'll have to grow it quickly to address that need. Housing is a key part of that.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

December 7, 2021

5:30 P.M.

Bonita Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and HCI52501 Investment, LLC.

IMPORTANT INFORMATION

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

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

December 7, 2021

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

Marc Roe, Bob Meyers, Sandra Pope, Holly Berg, Matt Dalbey

Absent: None

Vacant: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Ottumwa and HCI52501 Investment, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that 1* written objections had been filed. The Mayor then called for oral objections and 5 were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

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

1* Petition No. 5087-2021 with 572 total signatures of which 489 were residents of Ottumwa.

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

Whereupon, Council Member Meyers introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HCI52501 INVESTMENT, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

Council Member Pope seconded the motion. The roll was called, and the vote was:

AYES: Marc Roe, Bob Meyers, Sandra Pope

ABSTAIN: Holly Berg does not want to show bias or conflict as funds from JBS are being discussed for another project (Sports Complex) that is closely related to projects she is currently working on through her employer (Area 15 RPC)

NAYS: Matt Dalbey

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 211-2021

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF OTTUMWA AND HCI52501
INVESTMENT, LLC

WHEREAS, by Resolution No. 201-2021, adopted November 2, 2021, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Bonita Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Bonita Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from HCI52501 Investment, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 108 unit multi-family housing complex, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, all of the housing units proposed to be constructed as part of the Minimum Improvements are planned to be LMI Housing Units (as defined in the Agreement), and relatedly an application has been made for the Project to receive incentives from the Iowa Economic Development Authority under the Workforce Housing Tax Credits Program; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 50% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, but not to exceed \$87,500 annually; the cumulative total for all such payments not to exceed the lesser of (i) \$1,750,000 over twenty (20) years, or (ii) the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate

economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized,

empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 7th day of December, 2021.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 7th day of December, 2021.

Christ Runhara

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01966203-1\1098 E-172

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF OTTUMWA, IOWA

AND

HCI52501 INVESTMENT, LLC

December 7, 2021

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the 7 day of December, 2021, by and among the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (the "Urban Renewal Act"), and HCI52501 INVESTMENT, LLC, an Iowa limited liability company (the "Developer"). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the creation of an economic development area for the development of LMI housing in the City and, in connection therewith, created the Bonita Urban Renewal Area (the "Area"), which is described in the Bonita Urban Renewal Plan approved for such area by Resolution No. 201-2021 adopted November 2, 2021 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Wapello County, Iowa; and

WHEREAS, the Developer owns, or will own prior to the execution of this Agreement, certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to undertake certain activities on the Development Property including constructing a 108 unit multi-family housing complex, 100% of which units will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403 (the "Project"), as more particularly described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are 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 under which the foregoing project has been undertaken and is being assisted.

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:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a

different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the Bonita Urban Renewal Area.

Assessor means the assessor for Wapello County, Iowa.

Bonita Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Ottumwa, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Wapello, Iowa.

Developer means HC152501 Investment, LLC, an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

HCI52501 Investment, LLC TIF Account means a separate account within the Bonita Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

LMI Housing Unit means an apartment that is affordable to families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Wapello County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Actual Value means the actual value assigned to the Minimum Improvements and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the Parties and the County Assessor.

Minimum Improvements means the construction of a 108 unit multi-family housing complex, 100% of which units shall qualify as LMI Housing Units under Iowa Code Chapter 403, as more particularly described in Exhibit B attached hereto and made a part hereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Bonita Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

State Agreement means Agreement No. 22-WHTIP-034 between the Iowa Economic Development Authority (IEDA) and Ryan J. Huegerich, to be entered into pursuant to IEDA's approval of Ryan J. Huegerich's application for financial incentives for the Project through the Workforce Housing Tax Credits program.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property (land and building value) divided and made available to the City for deposit in the HCI52501 Investment, LLC TIF Account of the Bonita Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the Bonita Urban Renewal Area, as may be amended, described in the preambles hereof.

Urban Renewal Plan means the Bonita Urban Renewal Plan, as may be amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

ARTICLE IA. PRECONDITIONS

Section 1A.1. Preconditions. If the City Council for the City of Ottumwa fails to adopt the Urban Renewal Plan or the Ordinance on or before December 31, 2021, then this Agreement shall automatically terminate with neither party having any further obligations to the other.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. HCI52501 Investment, LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer, or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction budget of the Minimum Improvements will require a total investment of approximately \$10,000,000 for property acquisition and construction costs.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements and will be completed by December 31, 2022.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with this Agreement and the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in this Agreement and the Construction Plans.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations.

The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2022; or (ii) by such later date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Wapello County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to cause the completion of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion. Failure by the City to timely respond to Developer's request for a Certificate of Completion (with either a Certificate of Completion or a written statement of deficiency or Default) shall constitute a waiver of the City's right to object as provided above.

Section 3.5. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens except for liens from Developer's construction or permanent financing lenders or liens which are being diligently and reasonably contested by Developer; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 3.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until Developer's obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes. Developer and its successors agree that prior to the Termination Date, they shall not:

- (a) seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; nor
- (b) seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Development Property.

ARTICLE IV. WORKFORCE HOUSING TAX CREDITS

Section 4.1. State Agreement. Ryan J. Huegerich, in his individual capacity, has applied for, or been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority (IEDA) for the construction of the Minimum Improvements described in this Agreement. Developer represents and warrants that Ryan J. Huegerich intends to assign to Developer, and Developer intends to accept assignment of, any Workforce Housing Tax Credits provided under the State Agreement.

Section 4.2. Local Match. The Economic Development Grants outlined in this Agreement are intended to serve as the local match for Ryan J. Huegerich's application for incentives for the Project under the Iowa Economic Development Authority's Workforce Housing Tax Credits Program. The Economic Development Grants described in this Agreement will be the only local match provided to the Developer or Ryan J. Huegerich, absent an amendment to this Agreement or a subsequent agreement executed by the parties.

Section 4.3. Indemnification. Developer shall indemnify and hold harmless the City from any loss arising out of or related to the City's failure to fulfill the terms of the State Agreement or any related agreement with IEDA if the City's failure is due to an Event of Default by the Developer or Ryan J. Huegerich, in his individual capacity, under this Agreement.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors,

officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain or cause

to be maintained a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$75,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall cause the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules and regulations relating to the Development Property and Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status, except as permitted by law.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement or the State Agreement so that City can determine compliance with this Agreement.

Section 6.6. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements

owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements and the fully assessed value; (iii) certification of the number of LMI Housing Units on the Development Property that are affordable to or occupied by LMI families; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2043, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer Annual Certification.

Section 6.7. Use of Minimum Improvements. Developer shall cause the Minimum Improvements to be constructed on the Development Property and rented as apartment housing units with 100% of the units rented by or affordable to low and moderate income persons as defined in Chapter 403 of the Code.

Section 6.8. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City, and the County Assessor shall execute an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements and Development Property of not less than \$8,200,000 (before rollback) upon completion of the Minimum Improvements, but no later than January 1, 2023, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (land and taxable improvement value).

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2042 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2021) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of the First Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except the rental of individual units to persons who will occupy a unit) unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City. Notwithstanding anything to the contrary contained herein, Developer may collaterally assign its right to receive the Economic Development Grants under the terms of this Agreement to any mortgage holder of the Developer as security for a loan to acquire the Development Property or construct the Minimum Improvements, without further action or approval by the City, provided Developer remains obligated to fully perform all of its obligations under the Agreement.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agrees that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000), pursuant to the following schedule, terms and conditions.

b. Schedule of Grants. Assuming completion by December 31, 2022, full assessment of the Minimum Improvements on January 1, 2023, debt certification to the Auditor by the City prior to December 1, 2023, and Developer's compliance with the terms of this Agreement through each payment date, the Economic Development Grants shall commence on June 1, 2025, and end on June 1, 2044, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2025	50% of Tax Increments for Fiscal Year 24-25, but not to exceed \$87,500
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June 1, 2026	50% of Tax Increments for Fiscal Year 25-26, but not to exceed \$87,500
June 1, 2027	50% of Tax Increments for Fiscal Year 26-27, but not to exceed \$87,500
June 1, 2028	50% of Tax Increments for Fiscal Year 27-28, but not to exceed \$87,500
June 1, 2029	50% of Tax Increments for Fiscal Year 28-29, but not to exceed \$87,500
June 1, 2030	50% of Tax Increments for Fiscal Year 29-30, but not to exceed \$87,500
June 1, 2031	50% of Tax Increments for Fiscal Year 30-31, but not to exceed \$87,500
June 1, 2032	50% of Tax Increments for Fiscal Year 31-32, but not to exceed \$87,500
June 1, 2033	50% of Tax Increments for Fiscal Year 32-33, but not to exceed \$87,500
June 1, 2034	50% of Tax Increments for Fiscal Year 33-34, but not to exceed \$87,500
June 1, 2035	50% of Tax Increments for Fiscal Year 34-35, but not to exceed \$87,500
June 1, 2036	50% of Tax Increments for Fiscal Year 35-36, but not to exceed \$87,500
June 1, 2037	50% of Tax Increments for Fiscal Year 36-37, but not to exceed \$87,500
June 1, 2038	50% of Tax Increments for Fiscal Year 37-38, but not to exceed \$87,500
June 1, 2039	50% of Tax Increments for Fiscal Year 38-39, but not to exceed \$87,500
June 1, 2040	50% of Tax Increments for Fiscal Year 39-40, but not to exceed \$87,500
June 1, 2041	50% of Tax Increments for Fiscal Year 40-41, but not to exceed \$87,500
June 1, 2042	50% of Tax Increments for Fiscal Year 41-42, but not to exceed \$87,500
June 1, 2043	50% of Tax Increments for Fiscal Year 42-43, but not to exceed \$87,500
June 1, 2044	50% of Tax Increments for Fiscal Year 43-44, but not to exceed \$87,500

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements and the Development Property (land and building value) under the terms of the Ordinance and deposited into the HCI52501 Investment, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19, excluding any interest that may accrue thereon prior to payment to Developer, and subject to the per payment cap noted above) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

e. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement in no event shall exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) over the twenty (20) year period. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements and the Development Property (land and building value). The City makes no assurance that the Developer will receive Economic Development Grants which total the twenty-year aggregate maximum of \$1,750,000.

f. Timing of Payments. After the Developer's annual certification indicates the Minimum Improvements are fully assessed, and if the Developer satisfies all of the terms of this Agreement, the City shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on June 1 of that fiscal year provided Developer remains in compliance with this Agreement at the time of payment. As an example, if the Project is completed and fully assessed on January 1, 2023, and if the Annual Certification reflecting that full assessment is filed with the City by October 15, 2023, and all other terms of this Agreement are satisfied, the City would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2023 for collection by the County and payment to the City in fiscal year 2024-2025, allowing for an initial grant to be paid to Developer on June 1, 2025, all subject to the terms of this Article and this Agreement.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

a. Developer's compliance with the terms of this Agreement at the time of payment, including, but not limited to, ensuring the payment of property taxes and compliance with the LMI obligations set forth in section 6.7;

b. timely filing by Developer of the Annual Certifications required under Section 6.6 hereof and the Council's approval thereof;

c. although Developer or its successors may allow Section 8 vouchers, they shall not convert the Project to project-based Section 8 housing in its entirety;

d. the construction costs of the Minimum Improvements must have cost at least \$10,000,000;

e. execution of the Minimum Assessment Agreement by Developer and all existing lienholders and mortgage holders to the Development Property contemporaneous to execution of this Agreement;

f. material compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property as set out in the Minimum Assessment Agreement; and

g. material compliance by Ryan J. Huegerich and the Developer with the terms for the Project established in the State Agreement, and Ryan J. Huegerich's assignment to Developer of any tax credits for the Project under the State Agreement.

In the event that an Event of Default occurs and is continuing beyond any applicable notice and cure periods or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.6 shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1.

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the HCI52501 Investment, LLC TIF Account of the Bonita Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees, to the extent allowed by law, to maintain the Ordinance in force with respect to the Development Property during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the HCI52501 Investment, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which

appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the City's ability to collect Tax Increment is terminated by a change in law or its interpretation, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon occurrence of any such circumstance, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as Economic Development Grants, and under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Bonita Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the annual maximums to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury

to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

b. Transfer of any interest in this Agreement or the Development Property or the Minimum Improvements in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, the Minimum Assessment Agreement, or the State Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1(d) or 10.1(e) of said Section 10.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City shall have no obligation to make payment of the Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer; and/or

e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or

hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to HC152501 Investment, LLC at PO Box 891, Gretna, NE 68028, Attn: Ryan Huegerich, Manager;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3rd Street, Ottumwa, IA 52501 Attn: Chris Reinhard, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. 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 permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2044 unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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 Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank: signature pages follow]



(SEAL)

CITY OF OTTUMWA, IOWA

By: Tom Lazio
Tom Lazio, Mayor

ATTEST:

By: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

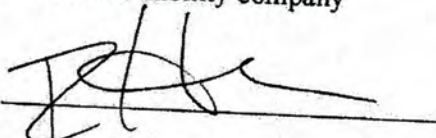
On this 7th day of December, 2021, before me a Notary Public in and for said State, personally appeared Tom Lazio and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing 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.

Katy King
Notary Public in and for the State of Iowa



[Signature page to Agreement for Private Development – City of Ottumwa]

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

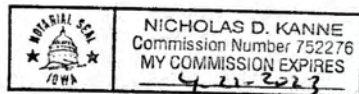
By: 

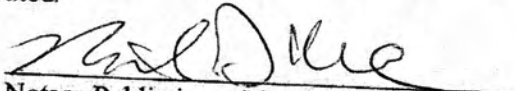
Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
COUNTY OF Cornell) SS

On this 6th day of December, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – HCI52501 Investment, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a 108 unit multi-family housing complex (3 buildings with 36 affordable apartment units in each building), 100% of which units shall qualify as LMI Housing Units under this Agreement and Iowa Code Chapter 403.

The Minimum Improvements will require an investment of at least \$10,000,000 and are more fully illustrated in Exhibit B-1.

The construction of the Minimum Improvements will be completed by December 31, 2022.



PERSPECTIVE VIEW LOOKING NORTH



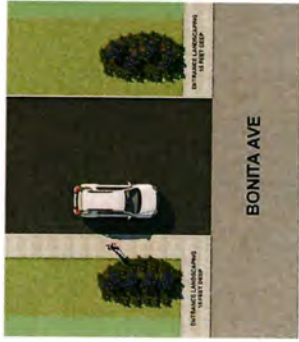
PERSPECTIVE VIEW OF BONITA ENTRANCE AND 15 FOOT LANDSCAPING



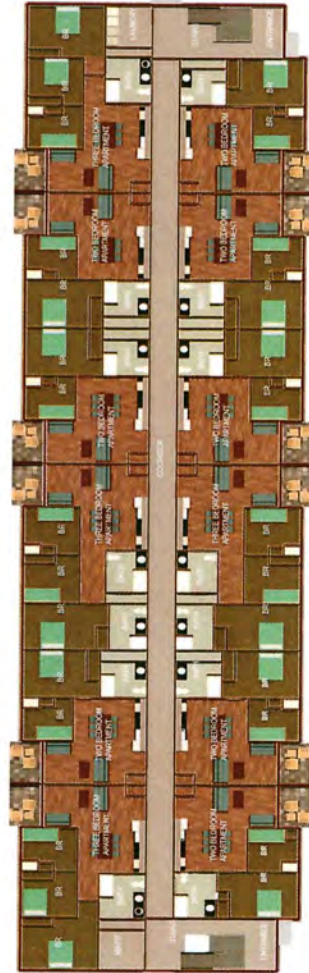
OTTUMWA, IOWA APARTMENT DEVELOPMENT - 108 UNITS



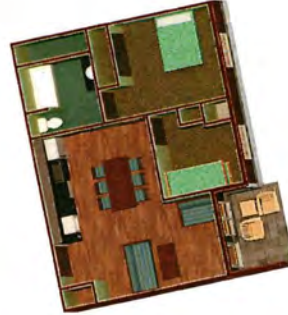
GRAPHIC SITE PLAN BUILDINGS



SITE PLAN - BONITA ENTRANCE



TYPICAL FLOOR PLAN



TYPICAL UNIT 3D



GRAPHIC SITE PLAN - OVERALL

PREPARED BY:



EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and HCI52501 Investment, LLC, an Iowa limited liability company, ("Developer"), did on or about the ____ day of _____, 2021, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to cause the construction of certain Minimum Improvements in accordance with the Agreement (as defined therein); and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to cause the construction of the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Wapello County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 the State of Iowa

[Signature page to Certificate of Completion for Minimum Improvements – City of Ottumwa]

EXHIBIT D

Type of Document: MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF OTTUMWA and HCI52501 INVESTMENT, LLC

Return Document to: Chris Reinhard
City of Ottumwa
105 E Third Street
Ottumwa, IA 52501

Preparer Information: Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: See page D-2.

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa (“City”) and HCI52501 Investment, LLC, an Iowa limited liability company, (“Developer”), did on or about the 7th day of December, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Bonita Urban Renewal Plan (“Plan”), as amended, to develop certain real property located within the City and within the Bonita Urban Renewal Area, as amended.

The Development Property is described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit; Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the 7th day of December, 2021 and terminates on December 31, 2044, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making

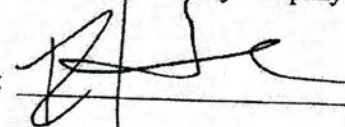
any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 7th day of December, 2021.

[Remainder of page intentionally left blank; signature page follows]

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

By: 

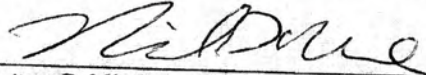
Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
COUNTY OF Camell) SS

On this 6th day of December, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – HCI52501 Investment, LLC]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.6 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owed by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 20___, at a full assessment value of \$_____;

(iii) The total number of units at the Minimum Improvements that are affordable to or leased by LMI families, as defined in the Agreement, as of October 1, 20___ is _____.

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20___.

HCI52501 INVESTMENT, LLC

By: _____

Its: _____

Attachments: Proof of payment of taxes

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City Clerk, City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501

EXHIBIT F

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement") is dated as of December 7, 2021, by and between the CITY OF OTTUMWA, IOWA ("City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (the "Urban Renewal Act"), and Chapter 15A, and HCI52501 INVESTMENT, LLC, an Iowa limited liability company ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into a Development Agreement dated as of December 7, 2021 ("Agreement") regarding certain real property located in the City which is legally described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North lien of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of the Minimum Improvements (as defined in the Agreement) on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2023, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements and Development Property shall be not less than Eight Million Two Hundred Thousand Dollars (\$8,200,000) (before rollback) (hereafter referred to as the "Minimum Actual Value").

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on December 31, 2042 (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual Value pursuant to this Minimum Assessment Agreement of at least \$8,200,000 (before rollback) until January 1, 2042, which shall govern the taxes collected for the entire fiscal year 2043-2044. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligation to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Minimum Assessment Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Wapello County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or any part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, the City consents that Developer may assign all rights and obligations under the Agreement to (i) a special purpose entity established to own and operate the Minimum Improvements prior to the issuance of a certificate of occupancy, at which time Developer shall be fully released from all liability hereunder, or (ii) a private lender as security on a credit facility taken in connection with the Project, including any refinancing thereof, without further action on the part of the City.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability

shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. Developer shall provide a title opinion or title search to the City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

[Remainder of this page intentionally left blank; signature pages follow]



CITY OF OTTUMWA, IOWA

By: Tom X. Lazio
Tom X. Lazio, Mayor

ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 7th day of December, 2021, before me a Notary Public in and for said State, personally appeared Tom X. Lazio 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.

Katy King
Notary Public in and for the State of Iowa



[Signature page to Minimum Assessment Agreement – City of Ottumwa]

HCI52501 INVESTMENT, LLC
an Iowa limited liability company

By: [Signature]

Name: Ryan Huegerich

Its: Manager

STATE OF IOWA)
COUNTY OF Call) SS

On this 19 day of December, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – HCI52501 Investment, LLC]

CERTIFICATION OF ASSESSOR

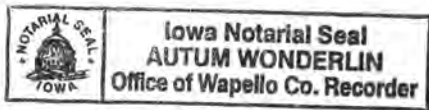
The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements, but in no event later than January 1, 2023, the actual value assigned to the Minimum Improvements and Development Property shall not be less than Eight Million Two Hundred Thousand Dollars (\$8,200,000), before rollback, all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

Gary R. Smith
Assessor for the County of Wapello, Iowa.

12-02-21
Date

STATE OF IOWA)
) ss
COUNTY OF WAPELLO)

Subscribed and sworn to before me by Gary Roger Smith Assessor for the County of Wapello, Iowa.



Autum Wonderlin
Notary Public in and for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

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CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #207-2021 - Approve employee Leave of Absence Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #207-2021

DISCUSSION: See attached

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

This is a revision of our current light duty policy. The section that is highlighted will be removed from our current policy and procedure manual and replaced with the wording below.

"The City of Ottumwa has established a policy for employees to Return-to-Work or Light Duty assignments after injury or illness for employees who are unable to return to their regular job classifications. This includes employees who are temporarily unable to perform the full functions of their position.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resource department (HR).

For further information, please refer to our current Return-to-Work/Light Duty Policy."

This new policy will provide an opportunity for employees to phase back in to working after an injury (on the job or off the job). We have worked with IMWCA and our legal team to ensure we are compliant and up to date with this policy.

This will also provide a consistent and trackable process which will integrate with our new UKG system. There are forms for the employee to fill out and verify along with information from the department head working with HR.

RESOLUTION NO. 207-2021

RESOLUTION APPROVE EMPLOYEE
RETURN-TO-WORK/LIGHT DUTY POLICY

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current Restricted Duty Assignment as part of the document' and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

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


WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new and revised Leave of Absence policy in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Family Medical Leave as part of the Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Leave of Absence policy are hereby adopted in their place with an effective date of December 7, 2021.

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 7th day of December 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

PURPOSE

As an employee of City of Ottumwa, employees may be eligible to take family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. If employees have questions regarding the FMLA, please contact Human Resources.

ELIGIBILITY

There are two different types of leave the City of Ottumwa offers:

FMLA Leave - To be eligible for leave, an employee must have been employed by the City of Ottumwa for at least 12 months. In the 12 months immediately preceding the beginning of the leave, the employee must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, the employee must work in an office or work-site where 50 or more employees are employed within 75 miles of that office or work-site.

- Eligible employees may take up to a total of 12 workweeks of unpaid leave within a rolling 12-month period¹, measured backward from the date an employee uses any FMLA leave for a qualifying reason (see below).

Leave of Absence - If an employee does not qualify for leave under FMLA, the City of Ottumwa may approve a personal leave of absence, depending on the circumstances. Except where mandated by law, the City cannot guarantee that benefits will continue or that the position will remain open in the employee's absence.

- All regular full-time and part-time employees who have completed six (6) months of service are eligible to request a leave of absence. An eligible employee may be granted leave without pay for a period not to exceed one (1) year unless stipulated as per a collective bargaining agreement.

REASONS FOR LEAVE

Leave may be taken for one or more of the following reasons:

- The birth of an employee's newborn child and in order to care for such a child within (1) year of birth or the placement of a child with the employee for adoption or foster care within (1) year of placement; or
- The employee has a serious health condition that makes the employees unable to perform the functions of their job
- To care for an immediate family member (spouse, child, or parent including step-children and step-parents) of the employee if the immediate family member has a serious health condition; or
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

¹ FMLA Leave authorized for a qualifying exigency are eligible for up to 26 workweeks

Twenty-six (26) workweeks of leave may be taken during a single 12-month period to care for a covered service member with a serious injury or illness, if the eligible employee is the service member's spouse, child, parent or next of kin. Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more workweeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the City of Ottumwa are jointly entitled to a combined total of 12 workweeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the City of Ottumwa are jointly entitled to a combined total of 26 workweeks of leave to care for a covered service member with a serious injury or illness if each spouse is a parent, spouse, child, or next of kin of the service member.

TYPES OF LEAVE AVAILABLE

Birth or placement for adoption or foster care: FMLA leave is available to eligible employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the City of Ottumwa agrees to this request.

Serious health condition of employee: If an eligible employee experiences a serious health condition that makes the employee unable to perform the functions of their job, the employee may take medical leave under this policy. A serious health condition generally occurs when an employee:

- Receives inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

These examples are not exhaustive. Please see the "Definitions" section for the definition of serious health condition under the FMLA.

The following provisions apply to leave for the serious health condition of an employee:

- Intermittent leave—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the treating health care provider through our medical certification process (see below).
- Fitness-for-duty statement—A fitness-for-duty statement with regard to the particular health condition causing the leave will be required in order for the employee to return from a medical leave. Failure to provide the statement will result in a delay in the employee's return to work.

If an employee is out on a worker's compensation injury, they may be required to utilize FMLA during their absence. *Please refer to our Light Duty Policy for more information.*

Serious health condition of immediate family member. If an eligible employee needs family leave in order to care for a child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), the employee may take a leave under this policy.

- *Intermittent leave*—Leave may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying exigency because of active duty. If an eligible employee needs family leave because of any qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), they may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

- *Intermittent leave*— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously.
- *Certification process*—The need for leave must be documented through our certification process (see below).

Current service member family leave: If an eligible employee needs family leave to care for a covered service member with a serious injury or illness who is the spouse, child, parent or next of kin the employee may take up to 26 workweeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

Veteran family leave: Effective March 8, 2013, an eligible employee may take up to a total of 26 workweeks of unpaid leave to care for a covered veteran with a serious injury or illness who is the employee’s spouse, child, parent or next of kin. (See “Definitions” for a definition of covered veteran).

- *Intermittent leave*—Service member family leave may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously.
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee’s own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

NOTIFYING / REQUESTING LEAVE

Generally, an application for leave must be completed for all leave taken under this policy. A nonemergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, the employee (or their representative, if the employee is incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of leave. It is the employee's responsibility to notify their manager and Human Resources of absences that may be covered by the FMLA.

To request a leave of absence:

- Log in to UKG
- My Info > My Time > Leave > Request
- Fill out all required information and click submit.

This will submit the request to the HR department. HR will review the request and notify the employee of the next steps within 48 hours. This will include additional paperwork to further certify the leave.

The employee must provide sufficient information regarding the reason for an absence for the City of Ottumwa to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against the employee's record for purposes of discipline for attendance or similar matters.

MEDICAL CERTIFICATION PROCESS

In addition to an application for leave, the employee will be required to complete a medical certification form when leave is for a family member's or the employee's own serious health condition. The certification form needs to be signed by the health care provider at the employee's expense within 15 days after the City's request. These forms are available from Human Resources, the City of Ottumwa website and from the Department of Labor website.

Second or third certifications from health care providers at the City of Ottumwa's expense may be required under certain circumstances. Recertification may be required under certain circumstances and are at the employee's request. We may also require periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

In addition to an application for leave, the employee will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate the employee's need for FMLA leave.

If the employee's request leave is to care for a covered service member with a serious injury or illness, the employee will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between the employee and the covered service member, to substantiate the need for FMLA leave.

INTERMITTENT LEAVE

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. Intermittent leave is defined as leave that occurs at irregular intervals and is not continuous. Intermittent leave is a series of absences, separated by days during which the employee is at work, but all of which are taken for the same medical reason, subject to the same notice, and taken during the same twelve month period. In all cases, the total amount of leave taken in a calendar year should not exceed the total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

An employee may not take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child unless the City of Ottumwa agrees. However, if the child's own serious medical condition requires intermittent/reduced schedule leave due to medical treatment issues, the leave may be on an intermittent/reduced schedule.

PAY DURING LEAVE

Federal FMLA leave is unpaid. If an employee has accrued time off (sick, vacation, comp), they are required to use accumulated time during the leave, starting with sick pay. Any accumulated time off would run concurrently with an FMLA leave or a paid leave of absence.

An employee who is taking a personal Leave of Absence must exhaust all accrued time off prior to taking unpaid leave.

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence. An employee, on leave because of an occupational disability related to his/her employment, may take such sick pay allowance to which he/she is entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Any employee on a leave of absence shall continue to accrue leave benefits only until such time as paid leave is exhausted or until 90 consecutive calendar days have passed. Paid time off accrual will restart upon the employee's return to paid status.

If an employee has exhausted all accrued pay benefits, they may be eligible for an unpaid leave.

BENEFIT CONTINUATION DURING LEAVE

The City of Ottumwa will maintain the employee's group health plan coverage, life insurance plan and other selected benefits during FMLA leave on the same terms as if the employee had continued to work, if these benefits were provided to the employee before the leave was taken. The employee will be required to pay the regular Employee share of premiums. This will be required either through payroll deduction (if applicable) or by direct payment to the City Clerk. The employee will be advised in writing at the beginning of the leave period as to the amount

and method of payment. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.

If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the City of Ottumwa for the cost of the premiums paid by the City of Ottumwa for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the employer on behalf of that employee (also known as the employer contribution) during the period of leave.

An employee is not entitled to seniority or benefit accrual during periods of leave after 90 days but will not lose anything accrued prior to leave.

RETURNING TO WORK

If the reason for FMLA leave is for the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification with regard to the particular health condition causing the employee's need for FMLA leave prior to their return to work.

If the employee wishes to return to work before the scheduled expiration of FMLA leave, the employee must notify the City of Ottumwa of the change in circumstances as soon as possible, but no later than two working days prior to the desired return date. Employees are expected to return to work at the end of the approved leave period. At least two days prior to an employee's scheduled return to work date, the employee must provide a health care provider's statement releasing the employee to return to work. This statement should be presented to the Human Resources Department. If the statement releases the employee to return to work with restrictions, the Human Resources Department will work with the employee's supervisor to determine if the restrictions can be met.

If the employee exhausts all leave under this policy and are still unable to return to work, the employee must notify the City of Ottumwa as soon as possible. The situation will be reviewed to determine what rights and protections might exist under other City of Ottumwa policies.

RIGHTS UPON RETURN FROM LEAVE

Upon return from leave under FMLA, the employee will be returned to the position held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, the employee will be placed in an

equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment.

There are no job restoration rights associated with a personal leave of absence. However, the City of Ottumwa will make every attempt to reinstate an employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon their return from an approved leave. In the event this cannot be done, the employee will receive written notice from Human Resources as soon as the determination has been made and no later than the employee's scheduled return date.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, the employee may be affected by a layoff, termination or other job change if the action would have occurred had the employee remained actively at work.

ATTENDANCE POLICY

Absences while on approved non-FMLA medical leave will not be counted as occurrences of absenteeism under City of Ottumwa's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other employment during leave. Misrepresentations or any act of dishonesty related to the leave will also be grounds for discipline, up to and including employment termination.

DEFINITIONS

1. **12-Month Period** - means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. **Child** - A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.
 - a. **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in three or more "activities of daily living," or "instrumental activities of daily living," including adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
 - b. **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.
3. **Continuing Treatment** - means:
 - a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that involves:

- i. Two or more visits to a health care provider within 30 days of the first day of incapacity; or
 - ii. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
 - iii. A single visit to a health care provider that results in a regimen of continuing treatment; or
 - b. A permanent, long-term condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.
 - c. Any period of incapacity due to pregnancy, or for prenatal care.
 - d. A chronic condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, or causes episodic rather than a continuing period of incapacity.
 - e. Any period of absence to receive multiple treatments by a health care provider for (1) restorative surgery after an accident or injury, or (2) a condition that would likely result in a period of incapacity of more than three consecutive full calendar days in the absence of medical intervention.
4. **Covered Active Duty or Call to Covered Active Duty:**
- a. For members of the Regular Armed Forces – duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).
 - b. For members of the Reserve components of the Armed Forces (National Guard and Reserves) - duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.
5. **Covered service member** - A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.
6. **Covered veteran** - An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable, and was discharged at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.
7. **Full-time employee** - An employee is considered a full-time employee if they are scheduled to work 40 hours a week on a regular basis.
8. **Incapable of Self-Care** – The individual requires active assistance or supervision to provide daily self-care in three or more of the **activities of daily living** (i.e. grooming, hygiene, bathing, dressing, eating) or **instrumental activities of daily living** (i.e.

- cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).
9. **Medically necessary** – For purposes of intermittent leave, there must be a medical need for the leave and that the need can best be met through an intermittent or reduced leave schedule.
 10. **Next of kin**—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.
 11. **Parent** - A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.
 12. **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.
 13. **Qualifying Exigency**—includes:
 - a. Short-notice deployment (seven days or less)
 - b. Military events and related activities
 - c. Child care and school activities
 - d. Financial and legal arrangements
 - e. Counseling
 - f. Rest and recuperation (up to 15 days)
 - g. Post-deployment activities
 - h. Parental care
 - i. Additional activities agreed to by the City of Ottumwa and the employee
 14. **Serious Health Condition** - for the purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider:
 15. **Serious Injury or Illness for Current Servicemember** – An injury or illness incurred by a servicemember in the line of duty on active duty that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating. It also includes injuries or illnesses that existed before the servicemember's active duty that were aggravated by service in the line of duty on active duty.
 16. **Serious Injury or Illness for Covered Veteran** – An injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on activity duty, and is either:
 - a. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform their duties; or

- b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating of 50% or greater, and the need for leave is related to that condition; or
 - c. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service; or
 - d. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
17. **Spouse** - A husband or wife as defined or other person recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state. This definition does not include unmarried domestic partners
18. **Workweek** - The employee's usual or normal full schedule (hours/days per week) prior to the start of FMLA leave.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #208-2021 - Approve updates to Personnel Policy

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #208-2021

DISCUSSION: Please see attached for all outlined changes

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

- 1) Change "sick leave" wording to "sick pay" - Sick Pay is a benefit to our employees. This is what allows an employee to get paid while they are off work. If an employee is off work for longer than 3 days, this is considered a leave and may fall under FMLA or Leave of Absence. The two items run concurrently, not separately.
- 2) Replace current FMLA policy with a brief summary and reference new Leave of Absence policy - We are considered a covered employer under the definition of The Family Medical Leave Act. Our current policy for FMLA needs updating with a corrected process and further definition. We have changed this to a Leave of Absence policy as some employees may not qualify for FMLA or have exhausted their FMLA allotment but need additional time.
- 3) Define full-time, part-time and seasonal employee - Full-time, part-time and seasonal employees were not defined. As we continue to look at authorized headcounts and planning purposes, this needs to be defined for all employees.
- 4) Remove KRONOS and replace with UKG - KRONOS is being replaced by UKG.
- 5) Changed Maternity / Paternal leave to Parental Leave.
- 6) Remove wording in Dress Code policy calling out specific dress for men and women. Replaced with "Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work. "
- 7) Change overtime configurations for field supervisors to align with the collective bargaining agreements in their departments. This will help to product consistent language for them being paid appropriately when there is a classified event (snow, flooding) as well as call-backs and mandatory overtime.

RESOLUTION NO. 208-2021

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current practices regarding sick pay, FMLA, KRONOS system, Maternity / Paternity Leave, dress code, and overtime pay as part of the document' and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding sick pay, FMLA, KRONOS system, Maternity / Paternity Leave, dress code, and overtime pay and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

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

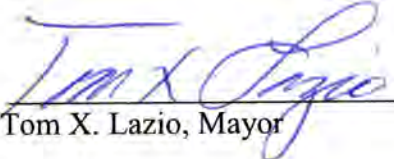
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Personnel Policies and Procedures containing reference to sick pay, FMLA, defining employee types, KRONOS system, Maternity / Paternity Leave, dress code, and overtime pay in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of December 7th, 2021.

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 7th day of December 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

PERSONNEL POLICIES AND PROCEDURES

JULY 1, 2020

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SCOPE OF PERSONNEL POLICIES

ARTICLE 1. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2. EMPLOYMENT AT WILL

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

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

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

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

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.

ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY

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

1. Any communication from an applicant for employment, an employee, a government agency, or an attorney, concerning any equal employment opportunity matter shall be referred to the City Administrator or designee for action.
2. While overall authority for implementing this Policy is assigned to the City Administrator or designee, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe they are the victims of discrimination have a responsibility to promptly report this fact to their supervisor and/or the City Administrator or designee.

3. Complaints of discrimination by an employee will be handled and investigated under the City's Grievance Procedure, unless special procedures are considered appropriate, such as referral to the Iowa Civil Rights Commission or another outside investigator. All complaints of discrimination will be investigated promptly and in an impartial and confidential manner. The City prohibits retaliating against employees who engage in "protected activity" such as complaining about discrimination or harassment, or participating in an investigation. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

ARTICLE 4. CIVIL SERVICE

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

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

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

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

1. Quits or retires;
2. Discharge, and discharge is not reversed through grievance procedure;
3. Fails to report to work at the end of a leave of absence;
4. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
5. Has been laid off. When the work force is reduced, the employee loses his/her seniority rights. Employees facing work force reduction will be given at least two weeks of notice of the layoff. Employees facing a reduction through layoff or job abolishment may apply for any open positions in the City or may test for another position in accordance with civil service rules.

Job posting for open positions within the Public Works and Muni Bargaining Agreement positions will be dated and transfers of employees will be at the convenience of the City but

preferably no later than forty (40) days after the date of the job posting. Notice of all vacancies or newly created positions will be posted by the City on the employee bulletin board. Employees, with civil service seniority in that classification, shall be given three (3) days' time in which to make application to fill the position. The employee with the best qualifications, as determined by the Department Head, will be assigned to fill the position. The employee has fourteen (14) days to disqualify him/herself and return to their former position if it is available. Employees may only exercise the self-disqualification once every two (2) years. The City has up to thirty (30) days to disqualify employees and return that employee to his/her former position if it is available.

ARTICLE 5. RESIDENCY REQUIREMENTS

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

ARTICLE 6. NEPOTISM

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

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

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

Family members working in the same department as of the date this policy is adopted will be exempt from this policy. Employees who become family members after the adoption of this policy will also be exempt, although future transfers, promotions and new shift assignments shall be governed by this policy. Employees who marry each other or cohabit together after they are both employed by the City, shall notify the City and, if one of them is in a supervisory position over the other, the employee in the supervisory capacity shall be discharged unless the other

employee, within thirty (30) days of such marriage, resigns or transfers to a vacancy in another department for which he or she can qualify.

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

ARTICLE 7. WAGES/JOB CLASSIFICATIONS

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

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

Copies of paychecks 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.

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.

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.

Seasonal Employee - Seasonal employees are defined as those who work on a seasonal basis 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 them by State or Federal regulations.

Overtime/Compensatory Time

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

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

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

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

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried from one calendar year to the next. A Department Head may reduce overtime for non-union covered non-exempt positions by allowing flex time during the week overtime is 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.

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 8. HOURS OF WORK

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

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

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

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

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

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

ARTICLE 9 - 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.

HOLIDAYS:

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

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.

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

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

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

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. Seasonal and/or temporary employees will not accrue vacation leave benefits.

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

Vacation allowance shall be earned annually and shall be based on the employee's anniversary date as follows, unless otherwise stipulated by an employment agreement with that employee:

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	80 hrs – 2 weeks	3.08 hours
6 through 12 years	120 hrs – 3 weeks	4.62 hours
13 through 20 years	160 hrs – 4 weeks	6.15 hours
Over 20 Years	200 hrs – 5 weeks	7.69 hours

Upon retirement, death, or any other type of separation, vacation credit shall be given based on the employee's accumulation.

Vacation requests shall be made in the following manner:

1. Vacation requests shall be turned into the Department Head or City Administrator. All vacation requests must be approved by the Department Head or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.
2. Vacation periods may be changed after they are approved only with the approval of the Department Head or designee or City Administrator.

Accrued vacation will be limited to an amount equal to 1 ½ times the employee's annual accrual rate at any point in time. Once that limit is met, the employee will begin to lose vacation accrual over the limit. It is the employee's responsibility to watch their accruals set out in their paystub to determine when the employee could lose vacation time if not used. An employee called

in to work on a vacation day will receive pay of time and one half plus the vacation pay (double time and a half) or be paid time and one half and receive another day off later.

SICK:

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. An illness or injury to spouse or minor child which requires the employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of eighty (80) hours per fiscal year.

Sick pay is not, however, interchangeable with paid vacation. The use of sick pay by any employee for non-medically related absences from work is considered to be sick pay abuse and subjects the employee to disciplinary action.

All full-time employees and regular part-time employees will accrue sick pay benefits. Part time employees will accrue sick pay on a pro-rated basis based upon the number of hours budgeted each fiscal year. Seasonal and/or temporary employees will not accrue sick pay benefits.

Any eligible employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive sick pay, subject to the provisions of this policy. Sick leave does not include elective cosmetic procedures. If an employee is exposed to a contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick pay may be used.

Employee doctor and dentist appointments may also be charged as sick pay when they cannot be scheduled outside the employee's regular work hours. Sick pay will only be allowed for the doctor's appointment and reasonable travel time to and from the doctor's office.

Eligible employees shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period for continuous service starting on the date of entry to the service unless provided for otherwise pursuant to a collective bargaining agreement.

On the first payday after November 30th of each year, each current employee shall be paid for 25% of accrued sick pay in excess of 1920 hours, up to a maximum of forty-eight (48) hours and the employee's sick pay accrual will be reduced to 1920 hours. The date used will be the pay period ending closest to November 1 of each year for determining payment. An individual must be employed at that time to be eligible for the payout.

Unless otherwise provided in a collective bargaining agreement, beginning November 1 of each year, each employee receives 8 hours casual time which must be used by the following October 31st. Casual time is deducted from employee's accumulated sick pay.

An employee, on leave because of an occupational disability related to his\her employment, may take such sick pay allowance to which he\she is entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Sick pay may be used for absence caused by sickness, injury, disability, or pregnancy. Sick pay will not be used for employees on vacation or holidays. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

Donated time - Employees who have exhausted their sick pay may utilize vacation leave donated by another employee. Donations are voluntary and shall be turned in confidentially to the finance department for the benefit of the employee on sick pay.

The Department Head or City Administrator may require that the use of sick pay be supported by a doctor's statement if the employee (or immediate family member) is off three (3) or more consecutive workdays OR takes more than three (3) workdays off in any 90 calendar day period. An employee returning to work following serious illness or incapacitation will be required to present a written release from his\her physician at the employee's expense. *Please see our Leave Policy for more information.*

Employees shall at all times submit to examination by such medical examiner as may be designated by the city, when required by the appropriate department head or City Administrator. In cases of extended use of sick pay, the employee may be required to appear for a physical examination to determine whether FMLA or leave of absence is necessary.

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

An employee using sick pay in excess of 90 consecutive days will not continue to accrue paid sick time. Sick pay is not an accrued leave benefit and will not be paid out upon the employee's separation from employment with the City.

INCENTIVE LEAVE:

Unless a collective bargaining agreement provides otherwise, personal leave in the amount of one hour shall be awarded for each pay period in which an employee is not absent from work due to the use of sick leave. No exceptions shall be permitted to excuse an absence, except legal holidays, vacation, and personal days or employees on family medical leave. Personal leave may be taken at any time, but a minimum of twenty-four (24) hours' notice shall be given to the employee's supervisor subject to appropriate staff coverage. A maximum of eight (8) hours of Personal Leave may be carried over each year. The reset period shall be the pay period ending closest to November 1, each year.

PARENTAL LEAVE:

An individual on parental leave may take up to 12 workweeks off under the Family Medical Leave Act (FMLA). If an employee has accrued benefits, they may choose to use this paid time off concurrently with their FMLA leave.

NOTE: At this time, parental does not count as dependent sick time, so if after using two weeks sick time for parental leave, the baby or other dependent defined as spouse or child, becomes ill, the employee has an additional 80 hours dependent sick time available to use during that fiscal year.

Please review our Leave policy for more information.

FUNERAL LEAVE:

Employees may be granted bereavement leave for death in the immediate family, which shall not be deducted from an employee's accumulated sick leave as follows:

- (1) Up to five (5) days for the death of a spouse, child or stepchild.
- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will be granted funeral leave on a pro-rated basis.

LONGEVITY PAY:

The City will pay full-time regular employees \$25.00 per month for each five years of continuous service.

FLEX SPENDING PLAN:

The City currently has a Flex Spending Plan being administered by Advantage Administrators. This plan allows an employee to set aside dollars each year as a deduction to pay for qualified health and dependent care expenses. These dollars are deducted from the employee's wages before any income or social security taxes are paid. By using this tax savings plan, the employee will not only notice an increase in take home pay, but the employee will have access to a reimbursement account throughout the year to pay qualified expenses. This is on a calendar year basis. Employees are notified in November of each year for signup for the next calendar year. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. The IRS sets the maximum amount of money that can be placed in this plan annually. The sum of \$500 can be carried over into the next year and participants may have until January 31 of the next calendar year to submit claims. An employee must consider carefully how much is needed annually. Any amount over \$500 will be forfeited.

See Human Resources for further information regarding this Plan.

RETIREMENT PLANS:

All regular full time and regular part time employees are covered under one of the following City retirement plans:

1) Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.

2) All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

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.

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

The City of Ottumwa offers Life Insurance for all full-time regular, active employees working a minimum of 40 hours each week. Employees will become eligible for Life Insurance on their start date. Employees may purchase coverage for qualified dependents as per the current pricing schedule. Dependents are defined as per the plan document and schedule of insurance. Please contact Human Resources for a copy of the current rates.

Please review the Life Insurance Policy and plan documents from our provider for further information.

ARTICLE 10. 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 11. 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 may 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.

Please review our Employee Leave Policy for further information.

ARTICLE 12. PROFESSIONAL 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 any other type of leave.

ARTICLE 13. MILITARY LEAVE

In accordance with Iowa Code, Chapter 29A.28, "Leave of Absence of Civil Employees," all municipal employees when ordered by proper authority to active military service shall be entitled to a leave of absence for the period of such active service without loss of pay during the first thirty days of such leave of absence.

Active service for a period of less than thirty days: When such active service is for periods of less than 30 days, a leave of absence shall be required and the employee will be paid for those days that the employee would have normally worked. Payments will not exceed thirty (30) total calendar days in any calendar year.

Active service for a period of more than thirty days: When such active service is for a continuous period greater than thirty days, this leave of absence will be without pay except for the first thirty days during which time the employee will suffer no loss of normal pay. This means the employee will be paid only for those days that normally would have been work days during this first thirty day period. But, again, in any case, payments for accumulated periods of less than thirty (30) days and more than thirty (30) days will not exceed payments for greater than a total combined period of thirty (30) days.

Beginning Date: The period of thirty days for such payment begins with the date such employees are ordered to report to their home station in preparation for mobilization.

Proper Authority: The proper authority for any such activation is the Office of the Adjutant General, Headquarters, Iowa National Guard, for National Guard soldiers, or the Office of the Adjutant General, Headquarters, US Forces Command for soldiers of the Army Reserve. The authorization for the City to make such payment will be a valid copy of written orders with appropriate order numbers from the authorizing headquarters provided to the City Administrator or designee.

ARTICLE 14. HARASSMENT POLICY

It is the policy of the City of Ottumwa, Iowa, to strictly prohibit discrimination and harassment and to maintain a professional and quality working environment for all employees or future employees. It is the City's policy that all employees have a right to work in an environment free of discrimination and harassment based on sex, age, race, national origin, religion, disability, genetic information, sexual orientation, marital status, or any other basis protected by federal, state, or local law. The City prohibits harassment of its employees in any form—by supervisors, co-workers, customers, or suppliers.

The City of Ottumwa has a zero tolerance policy for any form of sexual harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. There shall be no retaliation for the submission of a complaint unless the complaint is proven to be false. Harassment may also be based on another protected class and can be in violation of the City's Equal Employment Opportunity Policy set out in Article 3. All procedures set out for other illegal harassment will be followed based upon this policy.

Sexual Harassment is a violation of Section 703 of Title VII Civil Rights Act of 1964. The City defines sexual harassment as:

1. Unwanted sexual advances

2. Requests for sexual favors
3. Other verbal or physical conduct of a sexual nature

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual
- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

Sexual Harassment may be physical in nature, verbal and non-verbal conduct. Inappropriate physical conduct includes unwelcome physical contact, touching and violence. Inappropriate verbal conduct includes comments regarding a person's appearance, age, private life, sexual comments, jokes and stories, sexual advances, repeated and unwanted social invitations, insults, condescending or paternalistic remarks and sending sexually explicit messages through text, phone or e-mail. Inappropriate non-verbal conduct includes displaying sexually explicit or suggestive materials, gestures, whistling and leering.

Sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between a supervisor and employee. It can also include clients, customers, contractors or visitors. It is possible that a co-worker may take offense even though that person is not the direct target of the sexual harassment.

COMPLAINTS PROCEDURES:

Anyone who is the subject of sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. However, if the victim cannot directly approach an alleged harasser, he/she can file a complaint with the City Administrator or designee.

When a complaint is received, the City Administrator or designee will:

- *immediately record the dates, times and facts of the incident(s)
- *ascertain the views of the victim as to what outcome he/she wants
- *ensure the victim understands the city's procedures for dealing with the complaint
- *discuss and agree to the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- *keep a confidential record of all discussions
- *respect the choice of the victim

*ensure that the victim knows that he/she can lodge a complaint with the Iowa Civil Rights Commission at any time

Throughout the complaint procedure, a victim is entitled to be helped by a counsellor through the City's EAP program.

Any City employee who has been found to have sexually harassed another person under the terms of this policy is subject to the City's Disciplinary Process, including termination. The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial.

ARTICLE 15. INTERNAL INVESTIGATIONS

It is the policy of the City of Ottumwa to provide a method by which employee conduct may be investigated by the city to: (1) protect the public from employee misconduct, (2) protect the city's image and avoid claims against the city, (3) protect the employee against false allegations of misconduct, (4) remove unfit personnel, and (5) correct procedural problems. Investigations involving Police and Fire personnel shall be handled pursuant to Chapter 80F of the Code of Iowa.

1. The City Administrator or department head may cause an internal investigation to be initiated. Unless the City Administrator or designee is the subject of the investigation, he/she will be notified and participate in the investigation. A copy of the report will be forwarded to the City Administrator.
2. The person initiating the internal investigation shall appoint one or more city employees to conduct the investigation.
3. The internal investigation shall be conducted in a manner substantially similar to a Police Department internal investigation. The person or persons conducting the investigation shall consult the attorney designated by the City Administrator before initiating the investigation to ensure that the investigation's procedures comply with appropriate legal standards.
4. The employee under investigation and any other employee with information about the matter shall be required to answer fully and truthfully all questions related to his/her fitness for city employment and the performance of official duties. Refusal or failure to answer such questions fully or truthfully may result in disciplinary action, including termination. The investigator who is conducting the investigation will provide all necessary warnings to the employee required by law, including but not limited to the Garrity Warning.
5. Upon completion of the internal investigation, those assigned to conduct the investigation shall make full written report to the person initiating the investigation for review and disposition. Copies of the completed investigation report shall be forwarded to Human Resources and the City Administrator.

ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)

It is the policy of the City of Ottumwa to make available for its employees and their dependents confidential counseling and guidance for problems such as alcohol and drug abuse, marital and family problems, mental and emotional illness, and financial, legal and similar areas of concern that may be contributing to unacceptable job performance. The current EAP provider is the Southern Iowa Mental Health Clinic, located at 1527 Albia Road, Ottumwa. The contact telephone number is 641-682-8772. The EAP provider may change periodically. City employees will be promptly notified of any change. An employee may call directly for an EAP appointment, may go through the City Administrator or designee or through the supervisor.

The city may suggest an employee take advantage of the EAP if it is observed that the employee has a deterioration in work performance or attendance or other incidents which indicate a possibility of a personal problem.

- a. The basis of the referral should be a written account of the performance problem that is observed. The account should be as detailed as possible including the dates, times and descriptions of behaviors that have become a part of a pattern of deterioration or particular incidents that warrant supervisory action. This may not be possible in cases such as those involving use of alcohol or drugs on city property which require immediate attention.)
- b. The supervisor should meet with the employee with the problem to discuss the performance problem and communicate clearly the consequences of failure to resolve the problem. In this meeting, the supervisor should not speculate as to the cause of the performance problem nor engage in discussion with the employee concerning any personal problems. (Should a particularly unusual pattern develop, the supervisor may consult with the EAP counselor prior to his\her meeting with the employee).
- c. After the employee has been confronted with the performance problem, the supervisor must review the EAP with the employee, advise him\her of the availability of confidential professional assistance for any work-hampering personal problem and strongly encourage the employee to allow the supervisor to arrange an appointment with the EAP counselor. While the final decision to use the EAP shall be left up to the employee, the supervisor should emphasize the importance of the EAP.

- d. If the employee agrees to accept assistance, the supervisor should call the EAP counselor and arrange a meeting between the employee and the EAP counselor. The counselor will advise the supervisor of any further action which might be necessary.
- e. The supervisor should make available to the EAP counselor all information that is relevant to the performance problem of the employee prior to the arranged meeting. If necessary, the EAP counselor will request a conference with the supervisor to further discuss the situation.
- f. If the employee chooses not to accept assistance at this time, the supervisor should reinforce the expectation for improved performance and the consequences for failure to improve. The supervisor should also point out that the EAP will be available should the employee change his/her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.
- g. All information pertaining to the employee's referral to the EAP and information provided by the EAP counselor to the supervisor should be accorded the same high standards of confidentiality as applied to other disciplinary procedures and personnel records.
- h. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.
- i. In all cases of formal supervisor requests, particularly those associated with job performance problems on the part of the employee), the EAP will provide follow up information to the supervisor. Only information related to the employee's cooperation with the EAP and ability to perform his/her duties will be released. This release of information may require written permission by the employee, under Federal or State law.

It is expected that city employees will comply with any referrals for diagnosis and cooperate with prescribed counseling or therapy. Employees who refuse evaluation, diagnosis and treatment, if indicated, will be handled in accordance with standard administrative disciplinary policies for unacceptable job performance. The City of Ottumwa EAP is not to be considered a substitute for disciplinary action and failure to receive treatment and to make satisfactory progress will result in the employee being subject to normal disciplinary procedures.

Time away from work will be treated the same as for any other absence due to illness, injury, or for personal reasons. An employee may use accumulated available sick leave, vacation, personal days and/or compensatory time during the treatment if the employee must be absent. It

is the responsibility of the employee to advise his\her department immediately of the need to be absent from work. An unpaid leave must be requested for any portion of leave time not covered by paid leave, pursuant to standard procedures.

While the first 5 visits to the EAP counselor will be paid for by the City, further referrals or trips to the EAP Counselor may result in a cost to the employee which may or may not be covered in full or partially by the City's group health insurance program. The EAP will make every effort to suggest referrals that are covered by insurance and are within the means of the employee to pay.

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and/or drug abuse treatment are expected to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

An employee who must be absent from work because of counseling or treatment shall be returned to his\her regular position with full benefits and seniority afforded other employees with medical problems if the position has not been filled. The department head will require the returning employee to furnish a return to work release.

ARTICLE 17. ACCIDENT REVIEW

All City employees are responsible for promptly reporting any accidents or near misses that occur while they are on duty. Employees who fail to report any accident will be subject to discipline up to and including termination. A Police report must be filed for all motor vehicle accidents involving on duty City employees and City vehicles. It is the responsibility of the vehicle operator, unless totally incapacitated by the accident, to make sure a Police report is filed. The vehicle operator is also responsible for promptly completing employee accident report forms, which may be obtained from the Department Heads or the Finance Director. All accidents involving City vehicles shall be reported to the Police Department and an officer may be dispatched to do the initial investigation and to complete an accident report. The officer will perform a full investigation to determine if the accident was caused as a result of violating a City or State traffic law. The Police Department will forward a copy of all reports made to the Finance Director. Depending on the circumstances of the accident, the Sheriff's Department or the Iowa State Patrol may be called to perform an investigation.

Department Heads and supervisors are responsible for reviewing all reports related to accidents or near misses, ensuring the completion of all reports, providing additional information as needed and for promptly forwarding all reports to the Finance Director.

The Risk Manager shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents.

The Risk Manager shall have the right to require written reports from such persons as the Risk Manager shall deem appropriate for the proper determination of the facts surrounding each accident and shall have access to such documentary evidence as may be needed to complete the Risk Manager's investigation. Before making a determination, the Risk Manager will fully investigate each accident or near miss. The procedure for investigation will be established by the Risk Manager.

Following investigation, the "Class" of accident will be determined by the Risk Manager. The decision should be made in a fair, unbiased and objective fashion. Each case must be reviewed on a case-by-case basis. Once a recommendation has been made, both the Employee and the Department will be promptly advised in writing by the Risk Manager. **It will be the Department Head's responsibility to administer disciplinary action after notification from the Risk Manager of the "Class" of accident determination.**

The Employee may appeal the Risk Manager's ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the findings/actions. The City Administrator shall review the appeal, may interview the employee, witnesses, and will speak to the Department Head and/or Supervisor. Within thirty (30) days of the receipt of the written notice by the Employee, the City Administrator may affirm, modify, or reverse the ruling based upon the merits presented at the appeal.

All personal Bodily Injury Forms must be properly completed and forwarded to the City Administrator or designee for distribution. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information to the Risk Manager who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

The determination of negligence will be based on all information presented and not exclusively on a violation of the City or State traffic codes. The Risk Manager may have the following information available to them when reviewing an employee's motor vehicle accident.

1. Possession of valid license
2. Driving experience with the City
3. State driving record

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.
 - a. Property damage to a third party
 - b. Damage to City vehicle or City property
 - c. Bodily injury to a third party as a result of an accident
 - d. Bodily injury to employee
2. Definitions:
 - a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
 - b. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
 - c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
 - d. **Avoidable/negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.**
 - e. **Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.**
 - f. **Negligence with intent** – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.
3. Accident Causes
 - a. Worker's Compensation accidents can usually be broken down generally into two causes:
 - i. an UNSAFE ACT - usually account for 85% of accidents
 1. Making safety devices inoperable
 2. Failure to use guards provided
 3. Using defective equipment
 4. Servicing equipment in motion
 5. Failure to use proper tools or equipment
 6. Operating machinery at unsafe speed
 7. Failure to use proper tools or equipment
 8. Operating without authority
 9. Lack of skill or knowledge
 10. Unsafe loading or placing
 11. Improper lifting, lowering or carrying
 12. Taking unsafe position
 13. Unnecessary haste
 14. Influence of abusive substances

15. Physical limitation or mental attitude
16. Unaware of hazard
17. Unsafe act of another
- ii. an UNSAFE CONDITION – usually account for 15% of accidents
 1. Inadequate guards of protection
 2. Defective tools or equipment
 3. Unsafe condition of machine
 4. Congested work area
 5. Poor housekeeping
 6. Unsafe floors, platforms, stairways
 7. Improper material storage
 8. Inadequate warning system
 9. Fire or explosion hazards
 10. Hazardous substances
 11. Inadequate ventilation
 12. Excessive noise
 13. Inadequate illumination
 14. Hazardous atmosphere: gases, dust
 15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

4. Accidents Involving On-Duty Employees Operating City-Owned Vehicles:

When available and if the severity of damage necessitates it or the accident involves an injury, an outside law enforcement agency may be requested to conduct the investigation. This will require supervisors and officers to use their discretion as to whether an outside agency will be contacted. If the Police Department does investigate the accident, the investigating office will then forward the accident report as well as any other paperwork relating to the investigation to the City Administrator or designee, who will determine whether a traffic citation should be issued and, if so, to whom.

The Police Department is not precluded from taking enforcement action against any driver for those violations that are incidental to the accident, such as drunk driving or driving under suspension. The Police Department may also arrest any driver or occupant for a criminal offense that may be observed. City employees may also be subject to drug and alcohol testing based upon the City's Substance Abuse Policy set out in Article 35.

ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS

Employees who are injured on the job could be eligible for worker's compensation coverage. The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number on the card provided to each employee upon employment. Additional cards may be obtained from Human Resources. The cards are also posted in each department. This is the First Report of Injury. Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails to report the injury, and potentially could result in a denial of work related injury benefits. The injured employee must as soon as possible call the "Company Nurse," report the injury and symptoms and follow the advice of the medical provider for treatment. The "Company Nurse" will direct the injured employee for treatment. If the injury is severe and the employee is unable to call, the employee should seek immediate treatment and the employee's immediate supervisor will make the report. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department. IMWCA is the City's Worker's Compensation administrator.

It is the policy of the City of Ottumwa to establish a policy relative to restricted duty assignments for City employees who are temporarily disabled due to work related injuries.

The City of Ottumwa has established a policy for employees to Return-to-Work or Light Duty assignments after injury or illness for employees who are unable to return to their regular job classifications. This includes employees who are temporarily unable to perform the full functions of their position.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resource department (HR).

For further information, please refer to our current Return-to-Work/Light Duty Policy.

ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES

This policy is established relative to physical examinations for new employees and for medical services for work related injuries and illnesses. The purpose of the policy is to establish a designated Physician or Clinic to perform physical examinations for all new City employees including Police and Fire and to perform medical services for all work related injuries and illnesses. Emergency care will be handled by the Emergency Department of Ottumwa Regional Health Center if after the doctor's regularly scheduled office hours or in case of medical emergencies. New employee physicals are required for all regular full and part-time employees, which also includes a drug screen. Those physicals are currently conducted by Occupational Health at the

Ottumwa Regional Health Center. Drug testing will also occur at the Ottumwa Regional Health Center. All pre-employment physicals and drug testing are paid for by the City.

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see Article 18 for further information regarding Worker's Compensation claims. Under the Iowa Worker's Compensation law Chapter 85, the City is authorized to choose the medical care provided for employees who are injured on the job.

Any employee who is required to hold a CDL pursuant to his/her position, may be required to undergo drug and/or alcohol testing as a result of any accident while on duty.

ARTICLE 20. FITNESS FOR DUTY

Fitness for Duty:

The City endeavors to provide a safe workplace. This policy applies when an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers, or is posing a safety threat to self or others.

The purposes of this fitness-for-duty policy are:

1. To promote the safety and health of employees and citizens
2. To establish procedures by which the City can evaluate an employee's ability to safely and competently perform her/his duties when a health or safety problem arises; and
3. To comply with applicable law.

Procedures:

1. Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation, e.g., employee with the flu should stay home, and employees taking medications that advise against driving should not drive.
2. Employees at work or on-call must remain in a fit condition for the entire period.
3. Supervisors may refer employees for a fitness-for-duty evaluation as provided by these procedures.
4. Before a supervisor refers an employee for a fitness-for-duty evaluation, the Human Resources Manager must approve the evaluation unless the circumstances require immediate action. As an alternative to requiring an employee to submit to a fitness-for-duty evaluation, the supervisor may send the employee home with pay on an administrative leave pending a determination whether to require a fitness-for-duty evaluation.
5. Application of this policy is not intended as a substitute for other City policies or procedures related to performance. In addition, application of this policy is not a substitute

- for discipline. In any situation involving misconduct or violation of City policy, disciplinary action may be taken.
6. The City will pay the cost of fitness-for-duty evaluations and will pay the employee for time spent in the fitness-for-duty evaluation.
 7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.
 8. The City will make the final determination of an employee's fitness-for-duty status.
 9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
 10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
 11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
 12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.
 13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
 14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
 15. Confidentiality/privacy
 - a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.
 - b. After an evaluation, information available to the employee's supervisor will be limited to:
 - i. Whether a person is fit to resume some or all of his or her job duties
 - ii. Whether a person is a direct threat to self or others
 - iii. Whether a person needs specific reasonable accommodations

This policy may be modified without notice in order to comply with applicable law.

Fitness-for-Duty Certification

Employee: _____

Department/Location: _____

Status: ___ Full time ___ Part time On leave since: _____

You have my permission to have a healthcare provider contact the healthcare provider indicated on this certification for purposes of clarification related to this serious health condition, if necessary.

Signed: _____ Date: _____

(Information below to be completed by healthcare provider)

Effective as of this date, the above named employee is hereby certified as fit to resume work duties as follows:

___ Full-time duties, no restrictions

___ Full-time duties, with the following restrictions (conditions and duration):

___ Part-time duties, no restrictions

___ Part-time duties, with the following restrictions (conditions and duration):

Intermittent duties, with the following restrictions (conditions and duration):

Name of healthcare provider: _____

Address: _____

Telephone: _____

Type of practice/ specialty: _____

Signed: _____ Date: _____

ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; requests for leaves of absence; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review. Medical information will be kept in a separate Medical file, including the results of medical exams required by the City.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.
3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.
6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

ARTICLE 22. PERFORMANCE EVALUATIONS

It is the policy of the City of Ottumwa to ensure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. It is the policy of the City that each employee may receive an evaluation annually by his/her supervisor. This procedure will assist in employee performance improvement, assist the employee in setting goals, and determining training if necessary.

1. The job performance of each employee will be evaluated by his/her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.
3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he/she has discussed it with his/her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

ARTICLE 23. ACCESS TO CITY ADMINISTRATOR

Employees may have access to the City Administrator to present complaints, disputes or disagreements for which union grievance procedures or Civil Service procedures are not applicable. Before employees meet with the City Administrator they shall first present their complaints, disputes or disagreements in a timely fashion through their departmental chain-of-command and/or Human Resource Manager. In the event that such use of the chain of command constitutes part of the complaint or dispute, the employee may request a confidential hearing with the City Administrator by confidential written request.

ARTICLE 24. CYBERSECURITY

The use of electronic mail and the Internet is necessary for City employees, elected officials, and others serving in an official capacity with the City to communicate with each other more efficiently and to provide superior customer service, increase productivity, and provide opportunities for professional growth. The City encourages the use of these media and associated services because these communications and access to information are useful in conducting City business. It remains, however, that electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business. The goal of this policy is to encourage the responsible and prudent use of this resource.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principles to be applied in the use of electronic media and services on City property or with City-owned devices.

Please refer to our Cybersecurity Handbook which outlines the following seven (7) policies:

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII) Information Requirements Applicable to all Federal Awards (PII)
- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE

Certain rules and regulations governing the conduct of all City employees must be adhered to by all employees in order to ensure safe, efficient and successful operation of city functions. This policy is not intended to abrogate the appointing authority's discretion to discipline and/or terminate an at will employee.

To ensure a safe, efficient and effective working environment, city employees need to adhere to city and departmental rules regarding appropriate conduct on the job. It may sometimes be necessary for a supervisor to take disciplinary action with an employee. The City is committed to a policy of progressive discipline. Progressive discipline is defined as a series of disciplinary measures, ranging from employee counseling to discharge of an employee, designed to effectively correct problems as they occur and to let an employee know if his/her conduct is inappropriate. However, the City reserves the right to terminate promptly or bypass progressive disciplinary steps in the event of flagrant and/or intentional misconduct.

The following items will be considered to be infractions subject to disciplinary action up to and including discharge from employment. This list is not all inclusive of all acts that may be subject to disciplinary action and are illustrative only, but not limited to, the types of behavior for which disciplinary action may be taken.

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State's Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.

- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.
- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.
- Embezzlement – theft or misappropriation of funds, equipment or property placed in one’s trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.
- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.
- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.

- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.
- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver’s license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.
- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.
- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

- Oral reprimand reduced to writing.
- Written reprimand.
- Suspension.
- Demotion.
- Termination.

Depending on the severity of the misconduct, all or some of these progressive disciplinary steps may be waived and the employee may be terminated. Termination must be with the recommendation of the City Administrator or designee.

DEFINITIONS: For a period of time during which the employee will not be working for the City of Ottumwa.

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
 2. Pay – during the suspension the employee will receive no pay.
 3. Return To Work – return to work after the suspension is at the sole discretion of the City.
- Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

1. Employee will be placed on suspension.
2. Employee will receive no pay while on said suspension.
3. Return to work after the suspension at the sole discretion of City.

Layoff is when an employee is placed on lay-off status due to the reduction in the employees regularly scheduled work hours.

1. No punishment.
2. Employee could be eligible for unemployment benefits and could utilize any accumulated leave, excluding sick leave.
3. Sole discretion of the City.

ARTICLE 26. GRIEVANCE PROCEDURE

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step. The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step one. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based or the grievance is waived. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the supervisor.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within seven (7) working days after receipt of the immediate supervisor's written answer or the grievance is waived. The Department Head will give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the Department Head.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the Personnel Officer and the City Administrator within seven (7) working days of the receipt of the Department Head's written answer or the grievance is waived.

The City Administrator shall give a written answer to the aggrieved employee within ten (10) working days after the grievance is presented.

All completed copies of the grievance shall be forwarded to Human Resources and placed in the employee's personnel file.

A Civil Service employee shall request a hearing before the Civil Service Commission according to Chapter 400, Code of Iowa, if applicable. The Civil Service Commission shall decide whether or not the grievance is within the scope of the Commission's responsibilities prior to agreeing to hear the grievance.

ARTICLE 27 – EMPLOYEE PRIVACY

Employees have a reasonable expectation that offices, desks, lockers, file cabinets, etc. that are assigned to them will not be exposed to indiscriminate examination by other employees. However, the City does retain the right to enter an employee's office, desk, file cabinets, etc. for work related purposes.

No employee shall enter another employee's office, desk, file cabinet, locker, or similar "private" area, unless:

1. Authorized by the person who has control of the office or equipment;
2. Necessary for the proper conduct of City business;
3. Authorized by a Supervisor/Department Head for the purpose of investigating employee misconduct;
4. Part of an inspection; or

5. In response to an emergency situation.

Employees are cautioned that personal items may be inadvertently observed during the above situations. If an employee is concerned that this may happen, personal items should be stored elsewhere.

ARTICLE 28 – VIOLENCE IN THE WORKPLACE

The City of Ottumwa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his or her official duties, or due to the employee's official duties, wherever those duties are performed. Therefore, no City employee is permitted to possess or carry firearms or other lethal weapons in City buildings, at City work sites or in City vehicles. Firearms and weapons are defined in Sections 702.7 and 724.1 of the Code of Iowa and include, but are not limited to, guns of any description, long knives, etc. This policy excludes firearms and weapons carried by law enforcement employees as required by their employment. An employee in violation of this policy will be subject to discipline up to and including termination of employment.

ARTICLE 29 – DRESS CODE

CITY HALL EMPLOYEES:

Business Attire Policy: Business Casual Dress Code:

The City of Ottumwa expects its City Hall employees to dress appropriately in business casual attire. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our services to the community based on their interaction with you. Employees must be neat, clean and well-groomed with proper hygiene.

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and shirt with corduroy pants, and a jacket, sweater, and skirt and leggings as part of a dressy ensemble and with a top that covers the rear end. Jeans, t-shirts, shorts, short skirts, tube tops, tank tops with shoulder strap width of 3 inches or less, and spaghetti straps (unless covered by a jacket), halter tops, low-cut blouses or sweaters, low cut shirts, blouses and sweaters, spandex or Lycra, clothing that is tight and suggestive, sweatpants, workout gym clothing, swim wear, and footwear such as flip flops are not appropriate for business casual attire. Open toed dress sandals for women are

appropriate unless as directed by the Department Head due to the need to perform field inspections or work responsibilities outside of the office.

Be considerate and thoughtful regarding clothing that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to customers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Although it is impossible to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

City Hall staff performing field inspections should wear clothing commensurate with the tasks they are performing, keeping in mind that attire should project a professional image. Staff may wear trousers, jeans, knit shirts with collars, city logo shirts and dress shirts. Attire should be clean, in good repair and suitable to employees in a professional position. Jeans are permitted if the staff member is actually performing field inspections or as approved by the Department Head. Closed toed shoes, as designated by the Department Head, are required.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos on the face will not be permissible. Tattoos on the chest shall be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs inserted while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable

accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

Business Attire Policy: Casual Dress Code:

The City of Ottumwa will allow employees to dress appropriately in business attire of a casual nature on Fridays. On this day of the week, employees may wear jeans which are appropriate, not ripped, torn or revealing. We expect that your business attire, although casual, will exhibit common sense and professionalism.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to coworkers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

In addition, at the discretion of the City Administrator, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress casually. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

Council Meetings:

Business Attire Policy: Formal Dress Code:

The City of Ottumwa expects employees to dress appropriately in business attire during Council meetings and work sessions. Because these meetings are televised, professional business attire is essential to promote the professional competency of city staff.

Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to clients should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

OTHER NON-CITY HALL CITY EMPLOYEES:

Certain staff members in the Fire, Police, and Transit departments have a separate dress code and require staff to wear specific uniforms or attire. Policies are in place for each of those departments.

Public Works, Parks, Airport, Landfill, Recycling and Water Pollution Control employees will be neat, clean and well-groomed with proper hygiene. Jeans, t-shirts and work shirts are appropriate. Foot wear will be according to that department's internal policy.

Do not wear anything that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to the public should be the factors that are used to assess that you are dressing appropriately.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos located on the face will not be permissible. Tattoos located on the chest must be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

ARTICLE 30 – CONFLICTS OF INTEREST

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the employee's supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City. Specific questions can be addressed to the City Administrator.

ARTICLE 31 – SMOKING

Iowa's Smokefree Air Act prohibits smoking in any public place where the public is invited or permitted. Smoking is strictly prohibited in all enclosed areas within places of employment within the City, such as work areas, private offices, garages, hangars, conference and meeting rooms, classrooms, auditoriums, employee lounges, hallways, restrooms, elevators, stairways and stairwells, and any and all vehicles owned, leased, or provided by the City for use by City employees. Smoking is also prohibited while working on the job. Smoking may occur only during appropriate break times and in designated locations.

ARTICLE 32 – SUBSTANCE ABUSE POLICY

GENERAL POLICY:

The City of Ottumwa is committed to providing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs. To that end, the City is adopting this Substance Abuse Policy.

The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

The City also maintains an Employee Assistance Program which provides help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

With these basic objectives in mind, the City has established the following with regard to use, possession or sale of alcohol or drugs. Compliance with the City's Substance Abuse Policy is a condition of employment and covers all City employees whether or not they are covered by the Federal Motor Carrier Safety Administration or the Federal Transit Administration drug testing requirements. This zero tolerance policy covers alcohol as well as any illegal substance as defined by Iowa and/or Federal Statutes or Regulations. The City intends to take serious disciplinary action, up to and including termination, against an employee who violates the City's Substance Abuse Policy.

SCOPE:

All employees.

TESTING:

Pre-Employment Testing:

1. All potential new employees, full-time, part-time, seasonal, temporary, job training workers and work release workers and any other employees covered by the City's workers' compensation policy shall be tested as a part of the City's pre-employment physical.
2. Notice of testing will be part of all notices of advertisement soliciting applicants for employment and on the application form. All applicants shall be verbally informed of the requirement during the first interview.

Federally Required:

The City is required to test employees who operate a commercial motor vehicle or employees who operate transit vehicles under the authority of the Federal Motor Carrier Safety Administration or the Federal Transit Authority. The City will comply with the requirements of the respective authority for the federal required test.

Reasonable Suspicion:

The City may require a specific employee to submit to a drug test if all of the following conditions are met:

1. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and

2. The employee is in a position in which such impairment presents a danger to the safety of another employee, a member of the public or City property.

Reasonable suspicion may include direct observation of alcohol or drug use or abuse or of the physical symptoms of being impaired due to alcohol or drug use at work; abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; report of alcohol or drug use provided by a reliable and credible source; or evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs while working or while on City property or while operating City vehicles, machinery or equipment.

Post Accident:

The City may require an employee not covered by DOT requirements to submit to a drug test if the employee has caused an accident while at work which resulted in injury which, if suffered by an employee, would require an OSHA report or which resulted in damage to property in an amount reasonably estimated to exceed \$1,000.00.

GENERAL PROVISIONS:

Drug Test: Means any urine, saliva, breath or other legally allowed test conducted for the purpose of detecting the presence of a chemical substance in an individual.

List of Controlled Substances: This list includes all controlled substances including but not limited to the following: Amphetamines (including methamphetamines)

- Cocaine metabolite
- Opiates (Includes heroin)
- Phencyclidine (PCP)
- Marijuana (THC) metabolite

In addition, the City tests for Creatinine, Urinary, although this is not a controlled substance.

Time for Testing:

Tests will be conducted either during or immediately before or after an employee begins work. For employees subject to random testing under federal law, the employee will be tested during or immediately after performing these functions. Time for testing is considered work time and the employee will be compensated for the time it takes to provide a sample for testing. The City will either provide transportation for the employee to the collection site or pay for the transportation to the collection site.

Test Procedures:

Samples provided will be collected in reasonable and sanitary conditions with regard for the privacy of the individual providing the sample and for the validity of the test. Samples (other than breath samples) will be split in the presence of the individual to allow for confirmatory testing

of any initial positive test result. The collection site and laboratory will follow standard chain-of-custody procedures for samples for the time of collection until the sample is no longer needed.

1. The test sample will be collected at Collaborative Laboratory Services, 1005 Pennsylvania Avenue, Ottumwa, Iowa, or such other site directed by law enforcement in the event the employee is involved in an accident requiring testing.
2. The test sample withdrawn from the employee will be analyzed by a laboratory or testing facility that has been approved under rules adopted by the Iowa Department of Public Health.
3. If an employee provides a sample that is dilute, the employee will be required to immediately report for another test. That test will be done under direct observation if required by DOT regulations.
4. If an initial test is conducted and the results indicate that the employee has tested positive for alcohol or controlled substances, a confirmatory test using an alternative method of analysis shall be conducted. The confirmatory test shall use a portion of the same sample withdrawn from the employee for use in the initial test.
5. An employee shall be accorded a reasonable opportunity to rebut or explain the results of the drug test and to provide information which he or she thinks is relevant to the test. Such information may include identification of prescription or non-prescription drugs the individual is using or has recently used or any other relevant medical information.
6. The test result will first be reported to the City's MRO for review and interpretation. The MRO will then report the confirmed positive test result to the City's designated employer representative.
7. If an employee provides a sample that has been tampered with or substituted or is determined by the approved laboratory to have been tampered with or substituted, it will be treated the same as a positive test result.
8. The City will look to the rules and interpretations used by the United States Department of Transportation related to drug testing on any issues not specifically addressed in this policy and will follow the thresholds established by the approved laboratory for determination of whether the presence of a substance in a sample constitutes a positive test result.
9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

Designated Employer Representative: The City's Human Resources Officer shall be the City's designated employer representative for receipt of drug and alcohol test results.

Medical Review Officer: The City contracts with St. Luke's Iowa Health System for these services.

Supervisor Training: The City will comply with the DOT training requirements for supervisors which includes two hours of initial training, one hour of which will be related to controlled substances and one hour to alcohol misuse.

Testing Costs: The City will bear the costs of all testing required under this policy, including a second confirmatory test requested by an employee who has tested positive.

Prevention and Treatment:

The City encourages any employee with a drug or alcohol problem to voluntarily seek treatment. The City has established an Employee Assistance Program to provide counseling and referral services for employees with drug or alcohol abuse problems who voluntarily seek help. Conscientious efforts to seek and use such help will not jeopardize an employee's job.

Prohibited Conduct:

The City strictly prohibits unauthorized use, possession (including storage in a desk, locker, vehicle or other depository), manufacture, distribution, dispensing or sale of illegal drugs, drug paraphernalia, controlled substances or alcohol on City property, while on City business or in City supplied vehicles, or during working hours.

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.*

Departmental Policies:

Individual departments may adopt policies and procedures more stringent than these policies; but, in no event, shall they be less stringent.

Off-Duty Loss of Driving Privileges:

In addition to any other sanctions which may be invoked under this Policy, employees whose work with the City requires the employee to drive a City vehicle and who lose his/her driving privilege

will be laid off from employment immediately. Reinstatement from such layoff will be dependent upon the City having an available position after the employee's driving privilege has been restored.

ARTICLE 33. TRAVEL

It is the policy of the City to define its position regarding travel of City employees for purposes of City business including attendance at conferences, workshops and seminars. The City encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity is a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performances. Exceptions to this policy must be approved by the City Administrator.

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.
2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
 - a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
 - b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.
 - c. Taxicab/Uber type fares will be reimbursed as appropriate.
 - d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.
3. The City will reimburse for meal expenses as follows:
 - a. The meal allowance shall be up to \$8.00 for breakfast, \$12.00 for lunch and \$22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An

employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.

4. Also included as reimbursable costs are those incurred for registration and lodging.
 - a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
 - b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
 - c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.
 - d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than \$50 will not be made.
 - e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.
5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.

ARTICLE 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. If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

Employees leaving City service shall return all property belonging to the employer to his/her immediate supervisor. All uniforms, tools, keys, equipment and department manuals will be given to employee's immediate supervisor before receiving employee's last payroll check.

Until City property is returned, the employee will not receive any payment for accrued leave the employee might otherwise be entitled to.

Employees leaving city services may be required to have an exit interview with The City Administrator or designee.

Employees leaving employment with the City shall not be allowed to take accrued leave after their last actual working day with the City. All accrued leave will be paid out thereafter the first pay period following the employee's final pay check for time actually worked. Accrued leave does not include sick leave.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 210 - 2021, a resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

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

The Proof of Publication for each Public Hearing must be attached to 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 No. 210 - 2021

DISCUSSION: The City abated nuisances at the 24 properties listed on this resolution. All property owners were billed for the abatement costs and the costs on this resolution remain unpaid and will be assessed against the property. Total costs listed on this resolution are \$14,409.17.

Source of Funds: 001-3-341-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 210 - 2021

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 406 N. Adella, 212 N. Clay, 126 S. Cooper, 1102 N. Court, 126 N. Davis, 419 W. Fourth, 414 Gara, 1016 Grant, 744 N. Green, 157 S. Iowa, 1305 Locust, 1940 Mable, 1934 E. Main, 1131 Monroe, 442 S. Moore, 715 S. Moore, 1137 Orchard, 314 Ottumwa, 306 E. Park, 514 Queen Anne, 213 S. Schuyler, 1019 W. Third, 601 N. Wapello and 426 S. Webster were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

1. 406 N. Adella – legal description – Parts of Lot 87 and 88 in Block 11 of R.S. Smith's Fifth Addition to the City of Ottumwa, Iowa, described as follows: Commencing at a point on the northwesterly side of Lot 87 which is 59 feet Northeasterly from the southwest corner of said Lot 87; thence northeast along the northwest line of said Lot 87, a distance of 41 feet; thence southeasterly parallel with the northeast side of said Lot 87, a distance of 93 feet; thence southwesterly parallel with the southeast line of said Lot 87, a distance of 41 feet; thence northwest parallel with the northeast line of said Lot 87, a distance of 93 feet to place of beginning – owner Gregory A. Hawk and the nuisance abatement costs are \$531.39 – Parcel #007417210033000..
2. 212 N. Clay – legal description – the Southwest 50 feet of the Northeast 168 feet of the Northwest 60 feet of Lot 33 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, owner Wettyna V. Cockerham, and the nuisance abatement costs are \$530.25 – Parcel #007414040044000.
3. 126 S. Cooper – legal description – Lot 26 Block 2 Janney Addition to the City of Ottumwa, Wapello County, Iowa, owner Kamryn Renee Bills and the nuisance abatement costs are \$824.55 – Parcel #007410830047000.
4. 1102 N. Court – legal description – the West 148 feet of the South Half of Lot 13 in block 3 in McCullough's Addition to the City of Ottumwa, Wapello County, Iowa, owner Hagos Tekleab and the nuisance abatement costs are \$444.82 – Parcel #007411150002000.
5. 126 N. Davis – legal description – the South Half of the South 33 feet of Lot 51 in Block 7 in R.S. Smith's Third Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa, primary owner Traci L. Herb-Dowell and secondary owner Judith Ann Martz and the nuisance abatement costs are \$430.25 – Parcel #007417190032000.
6. 419 W. Fourth – legal description – the Southeasterly 33 feet of Lot 112 in Block 7 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, primary owners Lora P. and Michael E. Diedrick and secondary owners Gary M. and Katherine L. Short and the nuisance abatement costs are \$779.31 – Parcel #007413760067000.
7. 414 Gara – legal description – Lot 12 in Foster and Chamber's Addition to the City of Ottumwa, Wapello County, Iowa, owners George D. Post and Becky J. Rupe and the nuisance abatement costs are \$364.25 – Parcel #007410560007000.

8. 1016 Grant – legal description – Lot 4 in Curts Addition to the City of Ottumwa, Wapello County, Iowa, owner Shannon Goodwin and the nuisance abatement costs are \$573.19 – Parcel #007410360004000.
9. 744 N. Green – legal description – Lot 49 in Mast and Fultons Addition to the City of Ottumwa, Wapello County, Iowa, owner Lisa N. White and the nuisance abatement costs are \$364.25 – Parcel #007411040032000.
10. 157 S. Iowa – legal description – Lot 8 Block 4 in Janney Addition to the City of Ottumwa, Wapello County, Iowa, owner Kimberly Ross and the nuisance abatement costs are \$422.25 – Parcel #007410830088000.
11. 1305 Locust – legal description – the West One Half of the East Two-Thirds of Lots 4, 5 and 6 in block 7 in city View, an Addition to the City of Ottumwa, Wapello County, Iowa, including an easement 8 feet in width on the rear of the lot adjoining on the East, owner Anthony A. Davis and the nuisance abatement costs are \$414.25 – Parcel #007410270040000.
12. 1940 Mable – legal description – Lot 22 in Stiles Place, an Addition to the City of Ottumwa, Wapello County, Iowa and the West part of Lot 23 in Stiles Place described as follows: Beginning at the Northwest corner of said Lot on Mable Street, thence along Mabel Street East 29 feet; thence at right angles to last course, South 45 feet, thence East 3 ½ feet; thence South 105 feet; thence West 32 ½ feet; thence North to place of beginning, primary owner Jeffrey W. Binns, secondary owner Raymond Gene Phillips and the nuisance abatement costs are \$451.75 – Parcel #007411410029000.
13. 1934 E. Main – legal description – Lot 5 in Stiles Place an Addition to the City of Ottumwa, Wapello County, Iowa, primary owner Sara Lee De Kraai, secondary owner Mary Welch and the nuisance abatement costs are \$870.50 – Parcel #007411410007000.
14. 1131 Monroe – legal description – Lot 63 in Sunnyside Addition to the City of Ottumwa, Wapello County, Iowa, owners Howard L. and Sharon K. Murphy and the nuisance abatement costs are \$785.58 – Parcel #00741725008000.
15. 442 S. Moore – legal description – Lot 24 Block 11 in Williams Second Addition to the City of Ottumwa, Wapello County, Iowa, primary owner Harold G. Kempf – LE, secondary owner Joyce Ann Johnson in trust benefit of Johnny Mac Kempf and the nuisance abatement costs are \$422.25 – Parcel #007417340078000.
16. 715 S. Moore – legal description – Lot 16 in Jefferson Park Addition to the City of Ottumwa, Wapello County, Iowa, owners Chester C. and Sherry Lynn Gee and the nuisance abatement costs are \$1,037.01 – Parcel #007416590016000.
17. 1137 Orchard – legal description – the West One Half of Lot 55 in Haynes Addition to the City of Ottumwa, Wapello County, Iowa, owner Nikki Carr and the nuisance abatement costs are \$1,415.00 – Parcel #007410750042000.
18. 314 Ottumwa – legal description – the East 45 feet of Lot 21 and the North 7 feet of the East 45 feet of Lot 22 all in Grant's Subdivision of Lots 20 and 221 in Gilmore's Subdivision of the East Half of the Northeast Quarter of Section 24, Township 72 North, Range 14 West of the 5th P.M. all in the City of Ottumwa, Wapello County, Iowa, primary owners Marcus and Jennifer Cottrell and secondary owner Shane L. Smith and the nuisance abatement costs are \$464.25 – Parcel #007413330002000.
19. 306 E. Park – legal description – Lot 1 in Mahon's Second Subdivision of a part of the South Half of the Southwest Quarter of Section 18, Township 72 North, Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa and the North One Half of Vacated Felix Street running between Green Street and vacated Camille Street and abutting Lot 1 of Mahon's 2nd Addition to the City of Ottumwa, Iowa, primary owner Todd M. Dunning and secondary owners Amanda K. Strayer and Sarah Ann Murphey and the nuisance abatement costs are \$800.00 – Parcel #007410960001000.

20. 514 Queen Anne – legal description – Lot 19 in A.E. Hammond’s First Addition to the City of Ottumwa, Wapello County, Iowa, owner Roy E. Henry and the nuisance abatement costs are \$627.52 – Parcel #007416490017000.
21. 213 S. Schuyler – legal description – Lot 7 in Williams Fourth Addition to the City of Ottumwa, Wapello County, Iowa, owner Alexander Contreras and the nuisance abatement costs are \$364.25 – Parcel #007417360014000.
22. 1019 W. Third – legal description- the Northwest 91 feet of the southeast 101 feet of Lot 3 in Hinsey and Hedrick’s Addition to the City of Ottumwa, Wapello County, Iowa, owner James F. Guyette and the nuisance abatement costs are \$551.79 – Parcel #007413510006000.
23. 601 N. Wapello – legal description – Lot 19 in Hackworth’s Subdivision of Lot 11 in Gilmore’s Subdivision to the East Half of the Northeast Quarter of Section 24, Township 72 North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, owners April and Eric Shauman and the nuisance abatement costs are \$414.25 – Parcel #007413380024000.
24. 426 S. Webster – legal description – Lot 34 in Williams Park Addition to the City of Ottumwa, Wapello County, Iowa, primary owner Austin E. Wilkins secondary owners Marilyn M. Wilkins and Brianna R. Wilkins and the nuisance abatement costs are \$526.26 – Parcel #007417310031000.

NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.


Passed and adopted this 7th day of December 2021

City of Ottumwa, Iowa

ATTEST:



Christina Reinhard, City Clerk



Tom X. Lazio, Mayor

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 213-2021 - a resolution approving support and financial commitment for the Main Street Ottumwa program for 2022-23

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 213-2021

DISCUSSION: In 2006 the City was selected to participate in the Main Street Iowa program and entered into a program agreement with the Iowa Economic Development Authority (IEDA). Continuation in this program requires an agreement stating the ongoing public and financial support from the City. A copy of the Continuation Agreement for the calendar years 2022 and 2023 is attached to this resolution for reference.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 213-2021

A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET OTTUMWA PROGRAM

WHEREAS, an Agreement between the Iowa Economic Development Authority (IEDA), Main Street Ottumwa (MSO) and the City of Ottumwa for the purpose of continuing the Main Street Iowa Program, and;

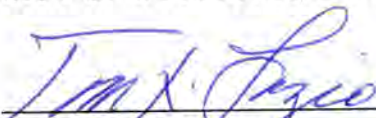
WHEREAS, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Ottumwa, Iowa, and;

WHEREAS, the City Council of Ottumwa, Iowa, endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: agrees to support both financially and philosophically the work of Main Street Ottumwa, designates the Board of Directors of Main Street Ottumwa to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street Board of Directors. The source of funds to support Main Street Ottumwa will be from West Gate TIF.

APPROVED, PASSED, AND ADOPTED, this 7th day of December 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of Ottumwa (the "City"), and Main Street Ottumwa (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 2006 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
 - a. Maintain Main Street America National Accreditation.
 - b. Maintain a "Main Street America Member Community" membership with Main Street America.
 - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
 - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
 - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
 - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
 - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
 - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
 - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

10. Main Street Re-Designation:

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
 - i. Document local revitalization impacts through its partnership with Main Street Iowa;
 - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
 - iii. Identify specific plans for future downtown/Main Street district revitalization;
 - iv. Set out future Main Street Iowa technical assistance needs; and
 - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: 
 Mayor Signature

12.7.2021
 Date

Tom X. Lazio
 Mayor Printed Name

Ottumwa, IA
 City

BY: _____
 Board President Signature

 Date

Tricia Smith
 Board President Printed Name

Main Street Ottumwa
 Local Main Street Program

BY: _____
 Deborah V. Durham, Director
 Iowa Economic Development Authority

 Date

DEC-1 PM 2:20


CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Finance
Department

Kala Mulder

Prepared By

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 214-2021, approving the annual budget of the Ottumwa Water Works Board of Trustees for calendar year 2022.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and Adopt Resolution No. 214-2021

DISCUSSION: The adoption of this budget is required by state code according to Section 384.2 of the Code of Iowa and will be forwarded along with the approving resolution to the County Auditor.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 214-2021

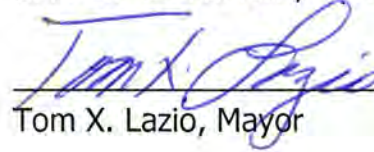
A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE OTTUMWA WATER WORKS BOARD OF TRUSTEES FOR CALENDAR YEAR 2022.

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

In accordance with Section 384.2 of the Code of Iowa, that the annual budget for the calendar year 2022 as adopted by the Ottumwa Water Works Board of Trustees on November 16, 2021 as attached and made part of this resolution by reference, is hereby approved.

APPROVED, PASSED, AND ADOPTED this 7th day of December 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



UTILITIES BUDGET FORMS INSTRUCTIONS

Chapter 384.16, Code of Iowa requires utilities to publish a Notice of Public Hearing Budget Estimate. The information to complete the publication notice is taken from the Budget Summary. As a reminder, the notice must be published not less than 10 nor more than 20 days prior to the date of the hearing.

The published Budget Estimate is designed to include all utilities governed by the Board, or you may expand the notice, reporting each operation separately. Your budget hearing shall be accomplished in sufficient time to submit the budget for approval by resolution of the City Council not later than December 12th. (Chapter 384.2, Code of Iowa). A sufficient number of copies of the itemized detail must be available to meet the requests of taxpayers, citizens, and organizations not less than ten days before the date set for the hearing.

Your Beginning Fund Balances and your Ending Fund Balances will include all sinking funds and reserves. Receipts of services from other city funds are considered revenues. Transfers In and Transfers Out are actual transfers from or to another operating fund. Indicate the source of any Transfer In or the recipient fund of a Transfer Out in your budget detail. The Ending Fund Balance one year will be the Beginning Fund Balance the next year. Also, the total resources and the total requirements in any given year will be the same.

After the hearing has been held and the budget adopted, complete the Adopted Budget Summary Certificate and a new Budget Summary, if changes were made at the public hearing. File the following with the City Clerk:

- A. 3 copies of the Adopted Budget Certificate
- B. 3 copies of the Adopted Budget Summary
- C. 3 copies of the Resources and Requirements Detail
- D. 1 Proof of Publication

Your City Clerk will forward two copies of your Adopted Budget Certificate, Adopted Budget Summary, Resources and Requirements Detail to your County Auditor after your budget is approved by resolution of the council.

OTTUMWA WATER & HYDRO

230 TURNER DRIVE
P.O. BOX 20
OTTUMWA, IOWA 52501
TELEPHONE (641) 684-4606
FAX # (641) 682-3269

2022 Budget Information

Revenue

The 2022 water sales revenue was projected with a 3% rate increase, offset by the loss of revenue from the Wapello Rural Water contract expiring June 1, 2021. Other revenue is expected to remain relatively stable.

Operating Expenses

Overall expenses are projected to increase 1.3% over the 2021-budgeted amount. One of the largest increases is \$30,000 to insurance costs. Production and Distribution expenses are projected to decrease \$54,502 or 1.3%.

Debt Service

Debt Service is increasing approximately \$300,000 to reflect annual payments on the Lime Residual Improvements Project. We have seen some savings over the past few years with interest rate reductions on several of the old SRF loans. The City debt service has been reduced dramatically. We only have one old loan with payments of \$43,204 annually for the next six years.

Capital Projects

As usual, capital projects dominate the budget. Some of the larger items are \$1 million to complete the lime residuals project and \$1.2 million for the Vine Street River Crossing. The river crossing project will be 85% funded by FEMA. Another large project is \$1 million for the Albany St Transmission main. We had originally planned to apply for a CDBG grant through the City of Ottumwa. However, those plans did not materialize. We are paying for this project out of operation and fund balance. Another large project is \$875,000 for N. Court / Gara / Church St water main replacements, also being paid out of operating revenue.

**OTTUMWA WATER & HYDRO
CAPITAL IMPROVEMENT PROGRAM
2021 / 2022**

		2021 Budget	2021 Revised	2022 Budget
0100	Water Purification Plant Improvements			
114	Paint Lime Silos		-	60,000
121	Flow Meters	25,000	25,000	-
129	Basin Rehab	50,000	25,000	50,000
130	Scada / Controls	35,000	35,000	35,000
132	Lime Residuals Improvements	4,000,000	3,500,000	1,000,000
133	PLC'S	-	35,000	-
134	Intake Pump	85,000	85,000	-
135	Chem. Room Improvements	50,000	15,000	50,000
136	Roof Repairs - Dist. Bldg / Truck Garage	150,000	127,465	100,000
141	Security Upgrade / Cameras	15,000	15,000	15,000
0200	Distribution System Improvements			
205	McLean / Maple Trans. Main (Albany St)	125,000	100,000	1,000,000
207	Meter Replacement	30,000	30,000	50,000
208	S Green St (City)	-	60,000	250,000
210	N. Court /Gara/ Church	550,000	60,000	875,000
213	Ward St Bridge Replacement	-	12,296	-
217	Birch / Main /Hayne (City SSP)Phase 8	1,000,000	400,000	472,500
225	Roemer /Adams/Milner	350,000	500,000	-
228	Small Mains	100,000	100,000	100,000
229	Tools / Small Equipment	20,000	20,000	20,000
230	Milner - Hamilton / Mary (City)	-	125,000	-
231	FEMA - Vine Street River Crossing	625,000	200,000	1,200,000
237	St. Joe's Square	130,000	-	-
238	Storage Tank / Transmission Main	-	-	200,000
0300	Hydro Power Plant/Dam			
313	Alliant PPA	-	-	50,000
314	Dam / Trash Gate Repair	100,000	100,000	50,000
315	Hydro Evalution / Unit #1 Repower		45,000	50,000
	Business Office			
0400	Customer Payment Center			
402	Customer Payment Center	25,000	0	30,000
411	Computer / Upgrades	10,000	10,000	10,000
0500	Vehicle/Equipment Replacements			
522	Skid Loader/Dump Truck/Backhoe	200,000	145,000	100,000
	Total CIP 2021/ 2022	<u>7,675,000</u>	<u>5,769,761</u>	<u>5,767,500</u>

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

REVENUES

ACCT #	ACCOUNT NAME	2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	% Change
4600	Metered Net Water Sales	8,046,802	7,758,530	5,371,502	7,790,200	7,657,600	-1.3%
4610	Electrical Power Production	442,726	450,000	350,297	450,000	450,000	0.0%
4620	Private Fire Protection	257,282	257,000	172,543	257,000	257,000	0.0%
4630	Rents & Royalties	6,035	6,035	3,018	6,035	6,035	0.0%
4700	Late Fees	25,169	26,000	17,047	25,000	25,000	-3.8%
4720	Delinquent Service Fee	50,258	50,000	42,612	60,000	60,000	20.0%
4730	Disconnect Fees	120,762	125,700	75,190	120,000	120,000	-4.5%
4750	Interest Income	86,176	50,000	27,645	30,000	20,000	-60.0%
4760	Misc. General Receipts	40,478	29,965	41,510	38,965	38,965	30.0%
4770	Customer Service Charge Rev.	5,459	10,000	9,657	10,000	10,000	0.0%
4780	Sewer Billing - Admin. Fee	86,124	87,066	57,958	87,066	89,682	3.0%
4781	Refuse Billing - Admin. Fee	<u>45,156</u>	<u>45,654</u>	<u>30,390</u>	<u>45,654</u>	<u>47,028</u>	3.0%
TOTAL		9,212,426	8,895,950	6,199,367	8,919,920	8,781,310	-1.3%

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

ACCT #	EXPENSES	2020	2021	2021	2021	2022	% Change
		ACTUAL	BUDGET	8 MONTH	PROJECTED	BUDGET	
50-600	Supervision Labor	97,804	94,801	59,441	89,161	96,938	
50-601	Maintenance Labor	114,009	172,063	105,296	157,944	176,371	
50-602	Operations Labor	302,931	295,782	203,747	305,621	301,710	
50-603	Overtime	43,999	52,879	25,439	38,159	57,533	
50-604	Longevity	3,054	3,720	2,260	3,389	3,960	
50-605	Holiday	42,617	37,465	16,776	25,164	38,322	
50-606	Vacation	31,941	37,745	27,985	41,977	39,795	
50-607	Casual	11,596	12,532	7,054	10,581	12,838	
50-608	Sick	13,777	29,274	12,751	19,127	28,528	
50-609	Other Pay	1,140	6,900	3,830	5,745	6,900	
50-610	FICA	49,488	54,759	36,504	54,756	57,531	
50-612	IPERS	58,224	66,626	44,416	66,624	70,992	
50-614	Workers Comp	15,753	19,133	9,903	14,855	19,133	
50-616	Health Insurance	155,659	165,756	110,740	166,110	179,508	
50-618	Life Insurance	736	900	557	835	900	
50-619	Safety Program	4,548	6,304	2,565	3,848	6,304	
50-620	Chemicals/Carbon	427,112	500,000	315,865	473,797	450,000	
50-621	Laboratory Supplies	22,048	23,000	13,171	19,757	23,000	
50-622	Sludge Supplies	34,247	50,000	23,674	35,511	50,000	
50-623	Maint. Suppies	14,948	20,000	3,234	4,852	20,000	
50-625	Vehicle Fuel	2,331	6,000	3,969	5,953	6,000	
50-626	Vehicle Supplies	1,625	1,000	1,626	2,439	1,000	
50-628	Miscellaneous	300	1,000	-	0	1,000	
50-630	Lime Residual Hauling	186,525	205,000	123,975	185,963	195,000	
50-631	Other Contractual	19,312	25,000	22,163	33,244	25,000	
50-632	Testing / Shipping	15,032	25,000	8,212	12,317	25,000	
50-634	Engineering / Prof. Fees	8,396	25,000	6,833	10,250	25,000	
50-635	Repairs / Maintenance	62,741	80,000	16,250	24,375	80,000	
50-636	Training	1,222	4,000	2,143	3,215	4,000	
50-637	Dues / Subsc. / Permits	586	1,200	916	1,374	1,200	
50-639	Generator Maintenance	4,060	8,000	-	0	8,000	
50-640	Electricity	238,909	260,000	154,826	232,239	260,000	
50-641	Natural Gas / Water	18,432	30,000	16,790	25,185	30,000	
	Totals	2,005,101	2,320,839	1,382,910	2,074,365	2,301,462	-0.8%

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

ACCT #	DISTRIBUTION	2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	% Change
51-650	Supervision Labor	72,811	74,285	50,094	75,142	75,949	
51-651	Maintenance Labor	333,086	387,641	248,211	372,316	396,773	
51-652	Distribution Meter Labor	50,320	49,567	31,670	47,504	50,678	
51-653	Overtime	39,922	38,000	20,796	31,194	40,000	
51-654	Longevity	3,780	3,480	2,211	3,316	3,480	
51-655	Holiday	29,532	23,245	11,535	17,302	23,739	
51-656	Vacation	36,626	32,412	20,029	30,044	33,088	
51-657	Casual	11,271	10,566	6,257	9,386	10,790	
51-658	Sick	27,667	10,566	4,426	6,638	24,365	
51-659	Other Pay	714	1,800	832	1,248	1,800	
51-660	FICA	45,552	47,911	31,944	47,916	50,137	
51-662	IPERS	53,592	60,065	40,040	60,060	60,587	
51-664	Workers Comp	14,142	21,000	9,371	14,057	21,000	
51-666	Health Insurance	163,540	156,961	96,700	145,050	164,989	
51-668	Life Insurance	741	1,500	501	752	1,500	
51-669	Safety Program	2,598	4,000	2,415	3,623	4,000	
51-670	Maintenance Materials	112,870	150,000	92,063	138,095	150,000	
51-671	Tank Maintenance	129,371	160,000	78,850	118,275	140,000	
51-673	Maint. Supplies/Rock/Sand	39,241	55,000	27,220	40,830	45,000	
51-675	Vehicle Fuel	12,915	25,000	14,771	22,156	30,000	
51-676	Vehicle Suppies	15,410	20,000	21,119	31,678	20,000	
51-678	Miscellaneous	693	2,000	1,891	2,837	2,000	
51-680	Contract Street Repair	205,964	300,000	88,104	225,000	250,000	
51-682	Other Contractual	35,065	50,000	10,195	15,293	50,000	
51-685	Repairs / Maintenance	12,108	10,000	3,990	5,985	10,000	
51-686	Training	535	1,000	3,792	5,688	1,000	
51-687	Ferguson/Neptune Maintenance	7,050	10,000	9,942	14,913	10,000	
51-689	Generator Maintenance	7,819	7,500	783	1,174	7,500	
51-692	Booster Station Maintenance	21,204	10,000	10,180	15,271	10,000	
51-690	Electricity	161,458	160,000	108,608	162,912	160,000	
51-691	Natural Gas	3,108	6,000	3,220	4,829	6,000	
51-695	Equipment Charge - PROJECT	(2,447)	-	-	-	-	
	Totals	1,648,256	1,889,499	1,051,759	1,670,483	1,854,374	-1.9%

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

ACCT #	HYDRO	2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	%
							Change
52-701	Operations Labor	74,371	100,790	71,810	107,715	103,043	
52-703	Overtime	13,244	12,000	1,915	2,872	12,000	
52-704	Longevity	1,844	1,920	1,177	1,766	1,920	
52-705	Holiday	5,893	5,118	2,305	3,458	5,232	
52-706	Vacation	7,497	10,412	2,925	4,388	10,645	
52-707	Casual	2,149	2,326	1,208	1,812	2,378	
52-708	Sick	12,631	2,326	732	1,098	14,822	
52-709	Other Pay	564	1,500	496	744	1,500	
52-710	FICA	9,036	10,172	6,784	10,176	11,331	
52-712	IPERS	10,644	12,553	8,368	12,552	13,983	
52-714	Workers Comp	1,779	4,253	1,210	1,815	4,253	
52-716	Health Insurance	37,497	37,851	25,288	37,932	44,303	
52-718	Life Insurance	147	270	111	167	270	
52-719	Safety Program	718	1,000	325	488	1,000	
52-723	Supplies	218	2,500	-	-	2,500	
52-725	Vehicle Fuel	-	-	2,542	3,814	3,000	
52-726	Vehicle Supplies	158	1,000	44	66	1,000	
52-728	Miscellaneous	-	100	-	-	100	
52-730	Contract Labor	940	5,000	2,750	4,125	5,000	
52-731	FERC Adm / Headwater Fee	7,494	8,000	4,346	6,519	8,000	
52-733	Laundry / Uniforms	-	600	-	-	600	
52-734	Engineering / Prof. Fees	-	5,000	-	-	5,000	
52-735	Repairs / Maintenance	2,836	10,000	13,567	20,350	10,000	
52-736	Training	-	100	300	450	100	
52-740	Electricity	10,107	10,000	9,484	14,226	15,000	
52-741	Facility Charge	7,874	7,874	5,250	7,874	7,874	
	Totals	207,641	252,665	162,938	244,407	284,854	12.7%

**OTTUMWA WATER WORKS
2022**

ACCT #		2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	% Change
	FINANCIAL SERVICES						
53-800	Supervision Labor	69,187	64,158	47,387	71,080	65,612	
53-801	General Labor	141,808	144,992	101,320	151,980	169,416	
53-803	Overtime	48	-	-	-	-	
53-804	Longevity	909	1,300	803	1,205	1,350	
53-805	Holiday	10,352	10,643	4,130	6,196	11,899	
53-806	Vacation	10,332	14,712	6,824	10,236	15,969	
53-807	Casual	3,919	4,838	2,831	4,246	5,409	
53-808	Sick	4,505	4,838	-	-	5,409	
53-809	Other Pay	234	300	192	288	360	
53-810	FICA	20,484	18,680	12,456	18,684	20,939	
53-812	IPERS	24,096	23,051	15,368	23,052	25,839	
53-814	Workers Comp	360	540	248	372	550	
53-816	Health Insurance	56,104	62,516	38,766	58,000	60,228	
53-818	Life Insurance	320	400	278	418	400	
53-819	Safety Program	975	1,500	850	1,275	1,500	
53-820	Office Supplies	11,488	14,000	9,050	13,574	14,000	
53-821	Software Maintenance	33,330	36,000	32,847	35,000	36,000	
53-822	Legal Publications	1,601	2,000	707	1,060	2,000	
53-824	Statement / Bill Processing	15,906	17,000	10,367	15,551	17,000	
53-825	Postage	54,996	60,000	36,930	55,395	60,000	
53-828	Miscellaneous	-	200	-	-	200	
53-832	Other Contractual	-	500	-	-	500	
53-834	Audit / Prof. Fees	10,500	10,750	11,000	11,000	11,500	
53-835	Repairs / Maint.	-	1,000	-	-	1,000	
53-836	Training	-	5,000	-	-	5,000	
53-837	Dues / Subsc. / Permits	-	-	-	-	-	
53-860	Non-Collectible Account	6,875	6,000	3,650	6,000	6,000	
	Totals	478,329	504,918	336,004	484,613	538,079	6.6%

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

ACCT #		2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	%
							Change
	ADMINISTRATIVE EXPENSE						
54-900	Executive Salary	106,722	108,239	72,250	108,375	110,674	
54-901	Board Salaries	1,500	2,200	975	1,463	2,200	
54-904	Longevity	446	480	323	484	480	
54-905	Holiday	6,260	5,437	2,449	3,674	5,559	
54-906	Vacation	9,907	9,884	3,583	5,375	10,107	
54-907	Casual	3,142	2,471	1,977	2,965	2,527	
54-908	Sick Pay	-	2,471	3,707	5,560	30,322	
54-910	FICA	9,962	9,830	(108)	9,614	12,178	
54-911	Payroll Taxes/Employee Benefits	-	-	-	-	-	
54-912	IPERS	25,291	12,131	4,250	15,000	15,027	
54-915	Disability	-	-	-	-	-	
54-916	Admin Health Insurance	7,643	7,716	5,155	7,732	8,098	
54-923	Maintenance Supplies	-	-	-	-	-	
54-926	Vehicle Supplies	250	-	-	-	-	
54-932	Other Contractual	-	-	-	-	-	
54-933	Laundry - Uniforms	-	-	-	-	-	
54-934	Business Expense	816	5,000	808	1,213	5,000	
54-936	Training	-	2,500	-	-	2,500	
54-937	Subscriptions / Memberships	4,860	4,000	4,817	5,000	5,000	
54-944	Legal Services	8,391	8,000	3,636	5,454	10,000	
	Totals	185,189	180,359	103,822	171,908	219,672	21.8%

**OTTUMWA WATER WORKS
2022 BUDGET PRESENTATION**

ACCT #	GENERAL EXPENSE	2020 ACTUAL	2021 BUDGET	2021 8 MONTH	2021 PROJECTED	2022 BUDGET	% Change
55-914	Workmens Comp. Insurance	2,196	2,000	1,485	2,228	2,000	
55-916	Group Health Insurance (Active)	(55,646)	-	1,467	0	-	
55-915	COVID-19 Expenses	7,162	-	-	0	-	
55-918	Group Life Insurance (Active)	(454)	1,000	(3,948)	0	1,000	
55-919	Safety Program	-	2,000	-	0	2,000	
55-923	Plant Maint. Supplies	-	1,000	-	0	1,000	
55-925	Gas & Oil	13,468	10,000	1,836	2,754	10,000	
55-928	Employees Misc. Expense	22,080	22,000	11,269	16,903	22,000	
55-932	Contract Labor	47,870	40,000	20,667	31,001	40,000	
55-933	Towel / Rug Service / Janitorial	7,594	18,000	11,576	17,364	18,000	
55-935	General Property Maint.	56,169	40,000	18,042	27,064	40,000	
55-936	Sanitation Services	2,900	3,000	2,620	3,930	3,000	
55-940	Electricity	1,047	2,000	171	257	2,000	
55-942	Telephone / Communications	11,238	10,000	8,704	13,057	10,000	
55-945	Comm. Package Insurance	114,216	105,000	89,880	134,820	135,000	
55-946	Health Insurance (Retirees)	73,463	80,000	41,035	61,553	70,000	
55-947	General Services / Contingency	20,090	20,000	23,481	35,221	20,000	
	Totals	323,393	356,000	228,286	346,151	376,000	5.6%
	TOTAL O & M EXPENSE	4,847,910	5,504,280	3,265,719	4,991,926	5,574,442	1.3%
	Debt Service - SRF	929,243	1,000,000	888,528	1,000,000	1,227,780	
	Debt Service - City	594,681	215,919	196,504	194,704	43,204	
	Capital Expenses	4,097,725	7,675,000	2,545,240	5,769,761	5,767,500	
	TOTAL EXPENDITURES	10,469,558	14,395,199	6,895,991	11,956,391	12,612,926	
	REVENUE	9,212,426	8,895,950	6,199,367	8,919,920	8,781,310	
	GRANT/LOAN PROCEEDS	1,085,790	4,562,500	1,139,686	3,000,000	3,020,000	
	NET SURPLUS (DEFICIT)	(171,342)	(936,749)	443,062	(36,471)	(811,616)	
	BEGINNING BALANCE	5,278,538	5,107,196	5,107,196	5,107,196	5,070,725	
	ENDING FUND BALANCE	5,107,196	4,170,447	5,550,258	5,070,725	4,259,109	

ADOPTED BUDGET CERTIFICATE

To: Ottumwa City Council

At a meeting of the Ottumwa Water Works Board of Trustees, held after public hearing as required by law, on Nov 16, 21, the proposed budget for Calendar 2022 was adopted as summarized and attached hereto.

Telephone
Area Code 641-684-4606

Teresa Parker Board Secretary
(signature)

Address 230 Turner Drive
Ottumwa, Iowa

Record of Public Hearing and Adoption of Budget:

On Nov 16, 21, the Ottumwa Water Works Board of Trustees met for the purpose of conducting a public hearing on the proposed Calendar 2022 budget as published. Notice of time and place of hearing had been published on Nov. 2, 21 in the Ottumwa Courier and the affidavit of publication was available to file with the City Council. The budget estimate was considered and taxpayers and residents heard for and against said estimate were as follows:

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:
A RESOLUTION ADOPTING THE BUDGET FOR Calendar YEAR ENDING Dec. 31, 22
BE IT RESOLVED by the Ottumwa Water Works Board of Trustees: The budget for Calendar ending Dec. 31, 22 as set forth in the Adopted Budget Summary and in the detailed budget in support thereof showing the estimated revenues and expenditures for said budget year in accordance with the summary and detail as adopted.

Passed and approved on, Nov. 16, 21 by the following vote: *(list names)*

Ayes: Ed Willson
Keith Caviness
Bill Hoffman
Madonna Fisher

Nays: _____
Absent: _____

Chuck Hanson Chairperson
Teresa Parker Secretary

ADOPTED BUDGET SUMMARY

Ottumwa Water Works Calendar YEAR 2022
(specify fiscal or calendar year budget)
NAME OF ENTERPRISE

			Budget 2022		Re-Estimated 2021		Actual 2020	
		<small>(specify budget years)</small>						
REVENUES & OTHER FINANCING SOURCES								
Use of Money and Property	(line 398)	241	26,035	271	36,035	301	92,211	
Charges for Services	(line 414)	243	8,755,275	273	8,883,885	303	9,120,215	
Miscellaneous	(line 416)	245	1,020,000	275	0	305	0	
Operating Transfers In	(line 417)	247		277		307		
Proceeds of Long Term Debt	(line 418)	248	2,000,000	278	3,000,000	308	108,790	
Proceeds of Fixed Asset Sales	(line 419)	249		279		309		
Total Revenues & Other Financing Sources		250	11,801,310	280	11,919,920	310	9,321,216	
EXPENDITURES & TRANSFERS OUT								
Expenditures	(line 386)	255	12,612,926	285	11,956,391	315	10,469,558	
Transfers Out	(line 387)	259		289		319		
Total Expenditures & Transfers Out		260	12,612,926	290	11,956,391	320	10,469,558	
Excess of Revenues & Other Sources								
Over (Under) Expenditures & Transfers Out		261	-811,616	291	-36,471	321	-171,343	
BEGINNING Fund Balance	(line 390)	262	5,070,724	292	5,107,195	322	5,278,538	
ENDING Fund Balance	(line 388)	263	4,259,108	293	5,070,724	323	5,107,195	

RESOURCES DETAIL

		Calendar		
		<i>(specify if budget is fiscal or calendar year)</i>		
		Budget	Re-Estimated	Actual
		2022	2021	2020
<i>(specify budget years)</i>				
Beginning Fund Balance	390	5,070,724	5,107,195	5,278,538
Use of Money & Property	398	26,035	36,035	92,211
Charges for Services:	411			
Hospital				
Water	404	8,305,275	8,433,885	8,677,489
Sewer	405			
Electric	406	450,000	450,000	442,726
Gas	407			
Total Charges for Services	414	8,755,275	8,883,885	9,120,215
Miscellaneous	416	1,020,000		
Other Financing Sources:				
Operating Transfers In	417			
Proceeds of Long Term Debt	418	2,000,000	\$ 3,000,000	1,085,790
Proceeds of Fixed Asset Sales	419			
Total Resources	421	16,872,034	\$ 17,027,115	\$ 15,576,754

REQUIREMENTS DETAIL

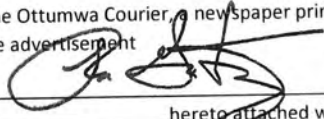
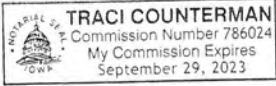
		Calendar		
		<i>(specify budget years)</i>		
		Budget	Re-Estimated	Actual
		2022	2021	2020
<i>(specify budget years)</i>				
Expenditures:				
Hospital	338			
Water	360	12,178,072	11,566,984	10,205,117
Sewer	357			
Electric	361	434,854	389,407	264,441
Gas	362			
Total Expenditures:	386	12,612,926	\$ 11,956,391	\$ 10,469,558
Transfers Out	387			
Ending Fund Balance	388	4,259,108	5,070,724	5,107,195
Total Requirements	389	16,872,034	\$ 17,027,115	\$ 15,576,753

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Budget Estimate
Ottumwa Water Works hereto attached was published in said newspaper for 1 consecutive week's to-wit: 11/2/21 Subscribed and sworn to before me, and in my presence, by the said 2nd day of November, 2021


Notary Public

In and for Wapello County

Printer's fee \$67.30

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING Budget Estimate

Ottumwa Water Works
(Name of Enterprise)

The Ottumwa Water Works Board of Trustees will conduct a public hearing on
(Board) (Governing)

the proposed Calendar year 2022 budget at Water Works Office
(specify fiscal or calendar) (xxxx/xxxx)
on Nov. 16, 21, beginning at 4:00 o'clock. p.m. The Budget Estimate Summary of proposed revenues and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the City Clerk, and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

11/2/2021
(date)

Teresa Larkin
(signature)

Secretary

(specify budget years)
Revenues & Other Financing Sources

Use of money and property
Charges for services
Miscellaneous
Other Financing Sources
Total Revenues & Financing Sources

	Budget 2022 <small>(xxxx)</small>	Re-estimated 2021 <small>(xxxx)</small>	Actual 2020 <small>(xxxx)</small>
Use of money and property	26,035	36,035	92,211
Charges for services	8,755,275	8,883,885	9,120,215
Miscellaneous	1,020,000		
Other Financing Sources	2,000,000	3,000,000	108,790
Total Revenues & Financing Sources	11,801,310	11,919,920	9,321,216
Expenditures & Transfers Out			
Expenditures	12,612,926	11,956,391	10,469,558
Transfers Out			
Total Expenditures & Transfers Out	12,612,926	11,956,391	10,469,558
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out	-811,616	-36,471	-171,343
Beginning Fund Balance			
<u>Jan, 2022</u> <small>(month/year)</small>	5,070,724	5,107,195	5,278,538
Ending Fund Balance			
<u>Dec, 2022</u> <small>(month/year)</small>	4,259,108	5,070,724	5,107,195

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 215-2021: RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN FOR THE OTTUMWA REVITALIZATION AREA

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION NO. 215-2021.

DISCUSSION: The state legislature recently removed the taxation category for multi-family residential property and lumped all residential property into the same classification for taxation. As a result, all Iowa communities with an urban revitalization plan have had to revisit and amend their plans to adjust for this change. City Staff worked with our attorneys from Ahlers and Cooney to develop an amended and restated Urban Revitalization

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Plan for the entire City of Ottumwa.

Urban Revitalization empowers the City to offer tax emptions for improvements within the Urban Revitalization Area. In the City of Ottumwa, the entire City is included in the area and the area maintains a blight finding and classification that allows us to provide tax exemptions for qualifying improvements that increase the value of commercial or industrial property by more than 15% and residential property by more than 10%.

This plan will offer an exemption to all residential property that is improved by more than 10% of its value. That exemption will be for 100% of the value of the improvements for three years. We have removed the five-year sliding scale that was offered in the previous plan but was rarely used and sometimes caused confusion for applicants. Simplifying this schedule will hopefully encourage more participation in the program. Ottumwa's blight classification allows us to continue to offer an exemption that few other communities can offer. Most communities are required by law to cap the exemption at the first \$150 thousand of new value. That is not the case in this plan. That makes Ottumwa a more attractive place to build a home or to do significant improvements to a home.

This plan also creates a new exemption for contributing residential historic properties in National Registry-listed historic districts or individually listed residential historic properties on the National Register. For historic improvements that are approved by the Historic Preservation Commission and that satisfy Department of Interior standards, historic property owners will be eligible for a 5-year, 100% exemption on the value of improvements. The Historic Preservation Commission unanimously recommended this exemption at the Dec. 1, 2021 meeting. This advances a planning priority identified in the upcoming 2021 Ottumwa Housing Plan which identifies a need for neighborhood conservation in historic districts.

Because multi-residential property is no longer a tax category, this plan also creates an exemption for residential property with more than three units. Properties in this category are eligible for a 10-year sliding scale exemption. That schedule is:

First Year - 100%
Second Year - 100%
Third Year - 80%
Fourth Year - 80%
Fifth Year - 60%
Sixth Year - 60%
Seventh Year - 40%
Eighth Year - 40%
Ninth Year - 20%
Tenth Year - 20%

This exemption schedule is lightly larger than the current multi-residential exemption. This reflects a planning priority identified in the upcoming 2021 Housing Plan which recommends incentivizing middle-density in-fill development. However, this exemption is not the maximum allowed by law, which would be 100% for 10 years because we hope that high density, big-ticket development will still pursue the Urban Renewal, TIF approach which will allow the Council to select only the best projects for larger incentives.

Finally, this plan preserves the existing five year exemption for commercial and industrial improvements which is the maximum allowed by law:

First Year - 80%

Second Year - 65%

Third Year - 45%

Fourth Year - 25%

Fifth Year - 10%

This resolution would set a public hearing to consider adopting this plan at the December 21, 2021 meeting.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

December 7, 2021

5:30 P.M.

Amended and Restated Ottumwa Urban Revitalization Plan

- Resolution determining the necessity and fixing date for a public hearing on the matter of the adoption of a proposed Amended and Restated Ottumwa Urban Revitalization Plan for the Ottumwa Revitalization Area

IMPORTANT INFORMATION

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

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

December 7, 2021

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

Marc Roe, Bob Meyers, Sandra Pope, Holly Berg Matt Dalbey

Absent: None

* * * * *

Council Member Dalbey introduced the following Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN FOR THE OTTUMWA REVITALIZATION AREA", and moved its adoption. Council Member Berg seconded the motion to adopt. The roll was called and the vote was,

AYES: Roe, Meyers, Pope, Berg, Dalbey

NAYS: None

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

RESOLUTION NO. 215-2021

RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN FOR THE OTTUMWA REVITALIZATION AREA

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, by action of the City Council on April 21, 1992, the City of Ottumwa, Iowa (the "City") adopted the Ottumwa Urban Revitalization Plan (the "Original Plan") for the Ottumwa Revitalization Area (the "Revitalization Area" or "Area"); and

WHEREAS, the Original Plan has subsequently been amended twice, most recently by the adoption of Amendment No. 2 to the Original Plan, adopted on April 4, 2017; and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Code of Iowa Chapter 404 (the "Act"); and

WHEREAS, a proposed Amended and Restated Ottumwa Urban Renewal Plan (the "Amended and Restated Plan" or "Plan") has been prepared to amend the Original Plan, the purpose of which is to (i) restate and amend the provisions of the Original Plan, and (ii) modify the tax abatement exemption schedules offered under the Amended and Restated Plan; and

WHEREAS, before such Amended and Restated Plan can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of the Act.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area remains necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area continues to substantially meet the criteria of Iowa Code Section 404.1, and the proposed Amended and Restated Plan, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amended and Restated Plan, on December 21, 2021, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 3. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the Amended and Restated Plan, at least once not less than seven days prior to the date of said public hearing, as provided in Section 404.2(6) of the Code of Iowa. December 21, 2021 will be the next regularly scheduled City Council meeting after the publication of notice.

Section 4. Be it further resolved that copies of the Amended and Restated Plan be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDED AND RESTATED
OTTUMWA URBAN REVITALIZATION PLAN FOR THE
OTTUMWA REVITALIZATION AREA

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on December 21, 2021, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on the adoption of an Amended and Restated Ottumwa Urban Revitalization Plan ("Amended and Restated Plan") for the Ottumwa Revitalization Area ("Area") described therein, under the authority of Chapter 404 of the Code of Iowa, as amended.

The purpose of the Amended and Restated Plan is to (i) restate and amend the provisions of the Original Plan, and (ii) modify the tax abatement exemption schedules offered under the Amended and Restated Plan.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amended and Restated Plan. The proposed Amended and Restated Plan is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

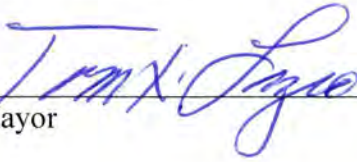
This notice is given by order of the City Council of the City of Ottumwa, Iowa, pursuant to Section 404.2(6) of the Code of Iowa, 2021, as amended.

Dated this 7th day of December 2021.

Christina Reinhard
City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 7th day of December, 2021.



Mayor

ATTEST:



City Clerk



ATTACH AMENDED AND
RESTATED PLAN LABELED AS
EXHIBIT 1 HERE

Exhibit 1

AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN

CITY OF OTTUMWA, IOWA

Original Plan – 1992

Amendment No. 1 – 1999

Amendment No. 2 – 2017

Amended and Restated Plan – 2021

**AMENDED AND RESTATED
OTTUMWA URBAN REVITALIZATION PLAN
FOR THE
OTTUMWA REVITALIZATION AREA
IN THE
CITY OF OTTUMWA, IOWA**

I. INTRODUCTION AND HISTORY

The Urban Revitalization Act, Chapter 404 of the *Code of Iowa*, is intended to encourage development, redevelopment, and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

The City Council of the City of Ottumwa, Iowa (the “City”) adopted the 1992 Urban Revitalization Plan (the “Original Plan”) by Resolution No. 32-1992 on April 21, 1992 to establish a revitalization area under the provisions of Iowa Code Chapter 404 known as the Ottumwa Revitalization Area (the “Revitalization Area” or “Area”), which included all real estate within the corporate limits of the City of Ottumwa, as then in existence. The Original Plan established various schedules for partial exemption from taxation for improvements to property within the Area.

The Original Plan included an initial three-year term, but allowed for up to four additional one-year extensions. Accordingly, Resolution No. 182-1994, adopted on December 20, 1994, extended the Original Plan until June 3, 1996; Resolution No. 166-1995, adopted November 21, 1995, extended the Original Plan until June 2, 1997; Resolution No. 144-1996, adopted November 19, 1996, extended the Original Plan until June 3, 1998; and Resolution No. 136-1997, adopted December 2, 1997, extended the Original Plan until June 3, 1999.

Subsequently, the Original Plan was amended by Amendment No. 1 to the Original Plan, adopted by Resolution No. 80-1999 on May 4, 1999, which repealed the Original Plan’s expiration date. In 2017, the Original Plan was further amended by Amendment No. 2 to the Original Plan, adopted by Resolution No. 66-2017 on April 4, 2017, which updated various provisions, added exemption schedules, and added a limitation to eligibility for property in any urban renewal area.

This Amended and Restated Ottumwa Urban Revitalization Plan (the “Amended and Restated Plan” or “Plan”) consolidates the provisions of the Original Plan and the prior amending documents. This Amended and Restated Plan restates many provisions of the Original Plan, as previously amended. This Amended and Restated Plan also amends the provisions of the Original Plan, as previously amended, by updating various provisions of the Original Plan, as previously amended, and adding new exemption schedules under the Plan.

Except as modified by this Amended and Restated Plan, the provisions of the Original Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided therein. In case of any conflict or uncertainty, the terms of this Amended and Restated Plan shall control. Any parts of the Original Plan in conflict with this Amended and Restated are hereby repealed.

II. DESIGNATION OF REVITALIZATION AREA

Chapter 404 provides that the City Council may designate an area of the City as a revitalization area, if that area meets any of the criteria set forth in Section 404.1. Section 404.1(2), Section 404.1(3), Section 404.1(4), and Section 404.1(5) provide the following criteria, respectively:

2. "An area which by reason of the presence of substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use."
3. "An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use."
4. "An area which is appropriate as an economic development area as defined in Section 403.17." [Section 403.17(10) provides that "economic development area" means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.]
5. "An area or an area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multi-family housing."

With the adoption of this Amended and Restated Plan, the City is clarifying and affirming that the Revitalization Area, as described herein, is designated as a revitalization area meeting the criteria of Section 404.1(2), Section 404.1(3), Section 404.1(4), and Section 404.1(5).

With the adoption of this Plan, the City Council affirms that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof, of the Area, is necessary in the interest of the public health, safety, and welfare of the residents of the City and that the Revitalization Area substantially meets the criteria established in Section 404.1 of the *Code of Iowa* for a revitalization area.

The City Council has previously determined, and affirms, that revitalization activities under the Plan will further the following planning objectives:

- Prevent further deterioration and/or blighting of the Area by encouraging rehabilitation and additions to existing buildings and new construction through abatement of taxes on the value of the improvements.
- Encourage the development of new and varied housing opportunities within the Area.
- Improve economic conditions in the Area by incentivizing commercial and industrial development.

III. DESCRIPTION OF AREA

The Revitalization Area includes the following real property:

All real property contained within the incorporated limits of the City of Ottumwa, Wapello County, State of Iowa as of the adoption of the Amended and Restated Plan.

To the extent allowed by law, any property annexed into the City after the effective date of this Plan shall be considered to have been part of the Area as of the effective date of its annexation to the City.

A map of the Revitalization Area, as of the Plan's effective date, is attached hereto as Exhibit A.

IV. EXISTING ZONING

Existing zoning classifications of the property within the Area include:

- AG – Agricultural and Urban Reserve District
- RR – Rural Residential District
- R-1 – Single Family Residential District (Low Density)
- R-2 – Two-Family Residential District
- R-3 – Townhouse Residential District (Moderate Density)
- R-4 – Multifamily Residential District (Medium Density)
- R-5 – Multifamily Residential District (High Density)
- R-MHP – Mobile Home Park District
- C-1 – Neighborhood Commercial District
- C-2 – Community Commercial District
- CS-1 – Commercial Shopping Center District
- C-3 – Commercial Mixed-Used District
- C-4 – Downtown Mixed-Use District
- BP – Business Park District
- I-1 – Limited Industrial District
- I-2 – General Industrial District

The City's zoning ordinance(s) and a detailed zoning map are available for public inspection at City Hall.

V. EXISTING AND PROPOSED LAND USE

Existing land use categories are the same as the zoning classifications described above.

New and expanded commercial, industrial, and residential development, including improvements to and revitalization of existing commercial, industrial, and residential structures, is proposed for the Revitalization Area, in accordance with the City's zoning ordinance(s).

VI. PROPOSALS FOR EXPANDING CITY SERVICES

No extensions or upgrades to existing municipal services or infrastructure are currently planned as part of this Plan. As development and redevelopment within the Area warrants, municipal services within the Area will be expanded and improved, as needed and as financially feasible, to serve new and expanded development.

VII. ELIGIBLE IMPROVEMENTS

The Plan is applicable to all of the property in the Area assessed as residential, multi-residential (prior to January 1, 2022), commercial, or industrial ("Eligible Property").

Qualifying Improvements, as used in this Plan, include rehabilitation and additions to any existing buildings on Eligible Property, as well as new construction of buildings on vacant Eligible Property or on Eligible Property with existing buildings.

Actual value added by improvements, as used in this Plan, means the actual value added by Qualifying Improvements as of the first year for which the exemption was received. In order to be eligible for tax abatement, the increase in actual value of the Eligible Property from the Qualifying Improvements must be at least fifteen percent (15%) for Eligible Property assessed as commercial, industrial, or multi-residential, and ten percent (10%) for Eligible Property assessed as residential.

All Qualifying Improvements, in order to be considered eligible for tax abatement, must be completed in conformance with all applicable ordinances and regulations for the City of Ottumwa and must be completed during the time the Area is designated as a revitalization area.

VIII. LIMITATION TO ELIGIBILITY FOR PROPERTY IN URBAN RENEWAL AREA

The City has established urban renewal areas that overlap with the Revitalization Area and, in the future, may establish additional urban renewal areas that overlap with the Revitalization Area. The City has a tax increment financing program within these urban renewal areas that is designed to provide incentives for development. Accordingly, a property that, in the determination of the City Council, is within an urban renewal area and is receiving either direct or indirect benefits that were

financed through a tax increment financing program, shall not be eligible for tax abatement under the Plan absent specific approval from the City Council.

IX. EXEMPTIONS

The following exemption schedules are available for Eligible Properties with Qualifying Improvements under this Plan:

Residential

All Eligible Property assessed as residential is eligible to receive exemption from taxation on the actual value added by the Qualifying Improvements. The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements. The exemption is for a period of three (3) years.

Residential – Historical Contributing Building

All Eligible Property assessed as residential and (1) listed as a “contributing building” in the nomination papers for the Court Hill Historic District, Fifth Street Bluff Historic District, Vogel Place Historic District or North Fellows Historic District, or (2) individually listed on the National Register of Historic Places is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. In order to be eligible for this exemption, the Qualifying Improvements must not increase the population density of the facilities being improved and must be found to be by the Ottumwa Historic Preservation Commission to be historically sensitive based on the criteria established by the Ottumwa Planning and Development Department.

The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements. The exemption is for a period of five (5) years.

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to preserving and appropriately redeveloping significant historical structures.

Residential with Three or More Separate Dwelling Units

All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of ten (10) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	—	100%
Second Year	—	100%

Third Year	–	80%
Fourth Year	–	80%
Fifth Year	–	60%
Sixth Year	–	60%
Seventh Year	–	40%
Eighth Year	–	40%
Ninth Year	–	20%
Tenth Year	–	20%

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

Commercial or Industrial

All Eligible Property assessed as commercial or industrial is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of five (5) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	80%
Second Year	–	65%
Third Year	–	45%
Fourth Year	–	25%
Fifth Year	–	10%

Multi-residential (Prior to January 1, 2022)

All Eligible Property assessed, prior to January 1, 2022, as multi-residential property if the multi-residential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, with respect to Qualifying Improvements completed prior to January 1, 2022, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of ten (10) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	–	80%
Second Year	–	70%
Third Year	–	60%
Fourth Year	–	50%
Fifth Year	–	40%
Sixth Year	–	40%
Seventh Year	–	30%
Eighth Year	–	30%

Ninth Year	—	20%
Tenth Year	—	20%

X. APPLICATION PROCEDURES

Property owners must file an application, on the form provided by the City, for each new exemption claimed. The application shall be filed by the property owner with the City Council by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years. The application shall contain, but is not limited to the following information:

- The nature of the improvement(s);
- The cost of the improvement(s);
- Estimated or actual completion date of the improvement(s); and
- The tenants that occupied the property on the date the City adopted the resolution adopting the Original Plan.

Property owners applying for an exemption on a property assessed as commercial or industrial must identify in their application which commercial/industrial exemption option they have selected.

Property owners may submit a proposal for an improvement project to the City Council to receive prior approval for eligibility for a tax exemption on the project. The City Council shall give its prior approval if the project is in conformance with this Plan for revitalization. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the City Council to approve or reject. Such prior approval shall not entitle the owner(s) to exemption from taxation until the improvements have been completed and found to be qualified for the exemption under this Plan.

XI. APPLICATION REVIEW

The City Council shall, subject to review by the County Assessor, approve all applications submitted for approval if:

1. The project, as determined by the City Council, is in conformance with this Plan and all other requirements of City Code; and,
2. The project is located within the Area; and
3. The eligible improvements were made during the time the Area was so designated.

The City Council will determine which exemption is applicable to the project (if any), subject to review by the County Assessor, based upon the terms of the Plan in effect when the application is reviewed and approved by the Council.

All approved applications shall be forwarded to the County Assessor by March 1 for review, pursuant to Iowa Code Section 404.5. The County Assessor shall make a physical review of all

properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to the provisions of the Iowa Code. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

XII. OTHER SOURCES OF REVITALIZATION FUNDS

The City is not aware of a federal, state, or private grant or loan program that is permanently a source of funding for residential improvements in the Revitalization Area. However, it is not the intention of the City to prohibit the use of any other appropriate federal or state revitalization or incentive programs within the Area. The City Council encourages all property owners to investigate other public and private funding sources for improvements to real property, and to apply to those sources which are applicable to the types of improvements being proposed.

XIII. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area. However, if the relocation or displacement of a qualified tenant results from a property owner's action to qualify for a tax exemption under this Plan, upon the City's verification of such relocation or displacement, the City may require the property owner to compensate the qualified tenant for at least one month's rent and actual relocation expenses. A "qualified tenant" means the legal occupant of a residential dwelling unit which is located within the designated Revitalization Area and who has occupied the same dwelling unit continuously since one year prior to the adoption of the Original Plan.

XIV. ASSESSED VALUATIONS AND OWNERS OF RECORD

A listing of the names and addresses of the owners of record for all real estate in the Revitalization Area, along with the assessed valuations stated separately for land and buildings for the real estate, as of the date the Original Plan was adopted, is too voluminous to attach but is maintained in the office of the City Clerk.

XV. TIME FRAME

Revitalization activities in the Area shall be applicable under this Plan until the City repeals the ordinance establishing the Area, or repeals or amends the exemption benefits contained in this Plan. If at any time, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, then the City Council may repeal the ordinance establishing the Revitalization Area, pursuant to Section 404.7 of the *Code of Iowa*. In the event the ordinance is repealed, all previously approved exemptions shall continue until their expiration. The City reserves the right to extend, amend, terminate, or repeal the Plan and/or the ordinance to the extent allowed by law.

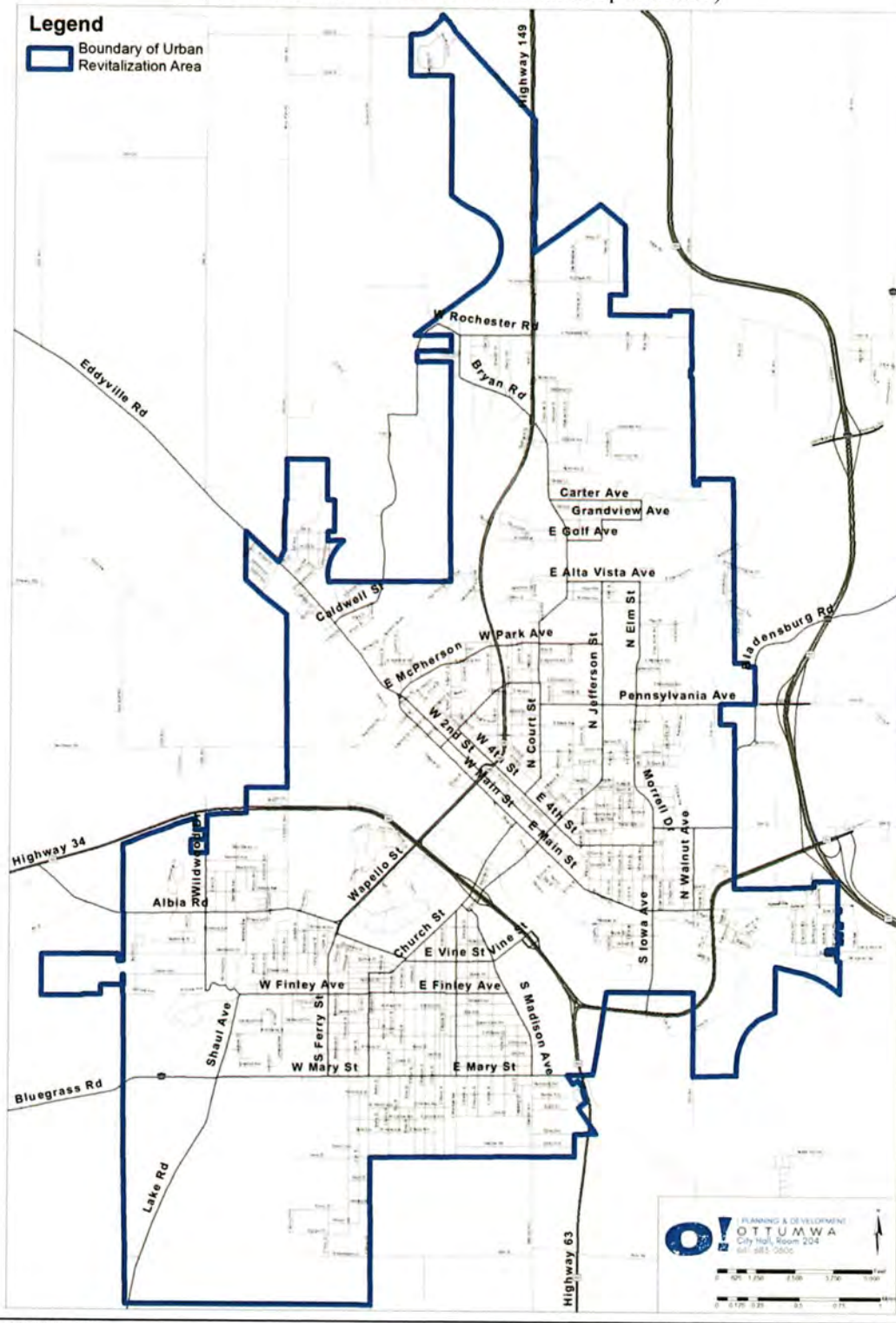
XVI. SEVERABILITY

If any part of the Amended and Restated Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Original Plan as a whole or any part of the Original Plan, prior amendments, or the Amended and Restated Plan not determined to be invalid or unconstitutional.

XVII. EFFECTIVE DATE

This Amended and Restated Plan shall be effective upon the approval of a resolution by the City Council adopting the Amended and Restated Plan ("Effective Date"). Applications submitted under this Plan following the Effective Date shall be eligible to apply only for those exemptions contained in this Amended and Restated Plan, subject to the terms of the Plan. All exemptions awarded prior to the Effective Date shall continue until their expiration.

EXHIBIT A
MAP OF REVITALIZATION AREA
 (as of Amended and Restated Plan adoption date)



01964304-1\10981-170

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of said Municipality hereto affixed this 7th day of December, 2021.

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



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 216-2021: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COVID-19 PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT FOR GRANT APPLICATION ASSISTANCE WITH AREA 15 REGIONAL PLANNING COMMISSION

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 216-2021.

DISCUSSION: The Iowa Economic Development Authority is seeking projects on a first-come-first-serve basis for the COVID-19 Community Development Block Grant Program. The IEDA CV Facade Program provides grants for up to \$50 thousand per facade for projects in COVID-19-impacted commercial districts, such as downtown Ottumwa. Staff has identified 105-107 and 114-118 N Market as a suitable project and the property

Source of Funds: 174-437

Budgeted Item: Budget Amendment Needed:

owners are invested in contributing their share. Area 15 Regional Planning has offered to provide application assistance services for \$2,500 plus administration costs if the grant is awarded. Area 15 has demonstrated experience in preparing CDBG grant applications and in administering awarded projects.

This resolution would set a public hearing on the application for December 21 and would also authorize the Mayor to sign the contract with Area 15 Regional Planning for grant application assistance.

RESOLUTION NO. 216-2021

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE COVID-19 PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT FOR GRANT APPLICATION ASSISTANCE WITH AREA 15 REGIONAL PLANNING COMMISSION

WHEREAS, the Iowa Economic Development Authority (IEDA) is seeking proposals for Community Development Block Grant COVID-19 (CDBG-CV) projects; and

WHEREAS, the CDBG-CV program provides assistance to communities to eliminate slum and blight by encouraging building façade repairs/improvements in commercial districts impacted by COVID-19; and

WHEREAS, the CDBG-CV commercial façade improvements program provides up to \$50 thousand per eligible building façade; and

WHEREAS, City staff have identified a suitable project for façade improvements to 105-107 and 114-118 North Market Street; and

WHEREAS, Area 15 Regional Planning Commission has demonstrated experience in preparing applications for CDBG programs and has offered grant assistance for this project; and

WHEREAS, before such application may be submitted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of the CDBG-CV program.

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the IEDA CDBG-CV application, on December 21, 2021, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. December 21, 2021 will be the next regularly scheduled City Council meeting after the publication of notice.

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

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, IOWA, ON AN APPLICATION FOR THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY COVID-19
PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on December 21, 2021, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on an application to the Iowa Economic Development Authority (IEDA) Community Development Block Grant COVID-19 Program (CDBG-CV).

The application will be for commercial facade improvements in the COVID-19-impacted downtown commercial district, including properties at 105-107 N Market St. and 114-118 N Market St.

Any persons interested may appear at said meeting of the Council and present evidence for or against the application.

Dated this ____ day of _____, 2021.

City Clerk, City of Ottumwa, Iowa

(End of Notice)

Section 4. That the Mayor is authorized to sign and that Staff is directed to execute the contract with Area 15 Regional Planning Commission for CDBG Application Assistance.

PASSED AND APPROVED this 7th day of December, 2021.



Mayor

ATTEST:



City Clerk



CONTRACT FOR GRANT APPLICATION ASSISTANCE

This contract for grant application assistance has been agreed to by and between the **City of Ottumwa, Iowa**, hereinafter referred to as the CITY, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the RPC.

WHEREAS, the CITY wishes to prepare a Community Development Block Grant (CDBG) Application to the Iowa Economic Development Authority (IEDA) COVID-19 (CV) Program; and

WHEREAS, the CITY wishes to contract with the RPC to provide the technical assistance required to carry out the grant application services; and

WHEREAS, the CITY recognizes that the completion of an environmental review prior to application submittal provides for a more competitive grant proposal; and

WHEREAS, the CITY understands that the RPC will incur substantial expense in providing technical assistance and the CITY enters into this contract with the understanding that it will enter into a further grant administration contract with the RPC if the CDBG Application is funded or it will reimburse the RPC for grant application assistance services if grant administration is awarded to another provider.

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF: The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES: The RPC shall assist the CITY with all activities relating to the preparation and submission of the CDBG Application, including:
1. The RPC shall assist the CITY with the preparation and submission of the CDBG Application.
 2. The RPC shall assist the CITY in shall facilitate discussion between all project stakeholders, including but not limited to the CITY, property owners, and IEDA.
 3. The RPC staff shall assist the CITY in arranging, and will attend, all public hearings required to complete and submit the CDBG Application.
 4. The RPC shall assist the CITY in completing a slum and blight survey and will prepare the slum and blight resolution, as required by the CDBG Application.
 5. The RPC shall complete prepare an Environmental Review Record (ERR), which will evaluate the environmental impacts of the proposed project and will be developed in a format satisfying the pre-application directives provided by IEDA.
- C. COMPENSATION:
1. The RPC shall complete activities #4-5 in the Scope of Services for a lump-sum total of two thousand five hundred dollars (\$2,500). Payment shall be made no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
 2. If the CDBG Application IS NOT funded, the CITY will pay no compensation to the RPC for grant application services, activities #1-3 in the Scope of Services.
 3. If the CDBG Application IS funded, the CITY agrees to either:
 - A.) enter into a further contract with the RPC for administration of the CDBG grant at a cost not to exceed the administrative costs as identified in the CDBG grant application, with no compensation payable to the RPC for grant application services; **OR**

B.) pay the RPC a fee of five thousand dollars (\$5,000) as reimbursement for activities #1-3 as provided in the Scope of Services if the CITY chooses to solicit proposals for grant administration services and awards a grant administration contract to a provider other than the RPC.

D. CONTRACT DURATION: This contract shall be in effect for a period of eighteen (18) months from the date of signature, or until the CDBG Application is funded and the grant administration contract has been executed, whichever occurs last. If the application is not funded, the RPC will complete any necessary revisions to the ERR for no more than one CDBG application resubmittal. Any necessary revisions will be carried out at no additional cost, assuming there are no substantial changes in the scope of work. Either the CITY or the RPC shall have the right to terminate this contract and the CDBG full application process upon ten (10) days written notice.

E. INDEMNIFICATION: The CITY shall hold the RPC, its officers and employees, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

CITY OF OTTUMWA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: *Tom X. Szycio*
Title: MAYOR

CHAIR, RPC BOARD

12.7.2021
DATE

DATE

ATTEST:

Christa Reinhard
CITY CLERK





SITE MAP

NORTH



HISTORICAL PHOTOGRAPH



EXISTING PHOTOGRAPH

REMOVE EXISTING PLYWOOD.

REMOVE EXISTING OVERHANG ROOF.

REMOVE EXISTING SIDING.

REMOVE EXISTING WINDOWS & DOOR.



PROPOSED RENDERING

TUCKPOINT & REPAIR 100% OF FACADE BRICK.

SCRAPE & REPAIR EYEBROWS.

TUCKPOINT & REPAIR BRICK SILLS.

SCRAPE & REPAIR STOREFRONT CORNICE & COLUMNS.

SCRAPE & REPAIR DECORATIVE TRANSOMS. PROVIDE BULKHEAD BEHIND AS NECESSARY.

PROVIDE NEW ALUM. INSULATED STOREFRONT DOORS & WINDOWS

PROVIDE NEW UPPER LEVEL ENTRY DOOR & TRANSOM.

PROVIDE NEW KNEE WALLS W/ CEMENT BOARD TRIM & PANEL.

REPAIR, SCRAPE & REPAIR CONCRETE BASE.

114-118 N MARKET ST.

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL ADJUSTMENTS CAN BE MADE AT A LATER DATE. (COLORS ARE NOT INCLUDED IN THIS SIGNOFF).


OWNER'S NAME: _____
 SIGNATURE: _____
 DATE: _____

 CURTIS ARCHITECTURE & DESIGN PC

NOT FOR CONSTRUCTION
 FOR GRANT APPLICATION ONLY
 9/28/2021



SITE MAP

NORTH 



HISTORICAL PHOTOGRAPHS



EXISTING PHOTOGRAPH

REMOVE EXISTING
SLIP COVER.

REMOVE
EXISTING
DOORS.

TUCKPOINT 100% OF HISTORIC
FACADE BRICK.

PROVIDE NEW
EXTENDED FRAME
AND MOULDING.

PROVIDE NEW CEMENT
BOARD TRIM & PANEL.

PROVIDE NEW LIGHTS
(2 TOTAL).

PROVIDE NEW ALUMN.
STOREFRONT DOORS



PROPOSED RENDERING

OWNER'S NAME: _____
SIGNATURE: _____
DATE: _____

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL
ADJUSTMENTS CAN BE MADE AT A LATER DATE.
(COLORS ARE NOT INCLUDED IN THIS SIGNOFF).

105-107 N MARKET ST.

 CURTIS ARCHITECTURE & DESIGN PC

NOT FOR CONSTRUCTION
FOR GRANT APPLICATION ONLY
8/10/2021



SITE MAP



HISTORICAL PHOTOGRAPHS



EXISTING PHOTOGRAPH

TUCKPOINT & REPAINT 100% OF HISTORIC FACADE BRICK.

REFURBISH EXISTING UPPER LEVEL WINDOWS (6 TOTAL) OR REPLACE IF NECESSARY.

SCRAPE & REPAINT SILLS.

PROVIDE NEW LOWER LEVEL WINDOWS AND SILLS
PROVIDE NEW INSULATED DOOR.



PROPOSED RENDERING

REMOVE EXISTING LOWER LEVEL WINDOWS (2).

REMOVE EXISTING SLIP COVERS.

REMOVE EXISTING DOORS.

105-107 N MARKET ST.

 CURTIS ARCHITECTURE & DESIGN PC

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL ADJUSTMENTS CAN BE MADE AT A LATER DATE. (COLORS ARE NOT INCLUDED IN THIS SIGNOFF).

OWNER'S NAME: _____
SIGNATURE: _____
DATE: _____

NOT FOR CONSTRUCTION
FOR GRANT APPLICATION ONLY
8/10/2021

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 7, 2021

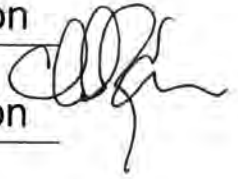
Police
Department

Chad Farrington

Prepared By

Chad Farrington

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #217-2021 - Approve the purchase, signing of contracts, signing of Agreement and cost of annual maintenance/subscription fees for the Public Safety Suite Pro from Central Square for the Ottumwa Police Department.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #217-2021 - The signing of contracts, signing of Agreement and cost of annual maintenance/subscription fees for the Public Safety Suite Pro from Central Square for the Ottumwa Police Department.

DISCUSSION: The Public Safety Suite Pro software from Central Square will be the computer aided dispatch and records management program for the Ottumwa Police Department. This program will allow the sharing of information and a unified program for police, fire, medical and emergency management here in Wapello County.
The quote for this software suite is \$600,035.93. The city's portion of this initial cost will be \$170,857.46. Please see attached explanation for a breakdown of this quote.
Additionally there will be an annual maintenance and subscription fees that will be payable after the first year of "going live". The city will be responsible for a third of the overall cost each year.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

The current cost will be \$27,670.49. Please see attached explanation of a breakdown of this annual cost. Due to this amount a RESOLUTION will be required.

The purchase contracts with Central Square and the 28E Agreement with the Wapello County Sheriff Office have also been attached for council review and approval for signing. The contracts and 28E Agreement have been reviewed by Ahlers Cooney attorneys.

RESOLUTION NO. 217-2021

**RESOLUTION APPROVING THE FUNDING OF THE CITY SHARE OF COSTS
TO UPDATE SOFTWARE AND RECORDS PROGRAMS FOR A COMPUTER
AIDED DISPATCH PROGRAM**

WHEREAS, the City of Ottumwa, Iowa desires to approve the upgrade of software and records retention programs to a Computer Aided Dispatch system via Central Square estimated to cost \$600,036; and

WHEREAS, the City is working with Wapello County Sheriff's Department and E911 to accomplish this project; and

WHEREAS, a 28E agreement has been developed to identify the cost responsibilities of each entity; and

WHEREAS, other donations were received to reduce the shared cost of each entity, bringing the City contribution to \$170,857.46.

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

That the proposed funding for the Computer Aided Dispatch program with Central Square is hereby approved; and

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

APPROVED, PASSED AND ADOPTED, this 7th day of December, 2021.

CITY OF OTTUMWA, IOWA


Tom Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE TO SOFTWARE
AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")**

among

Wapello County
330 West 2nd Street
Ottumwa, IA 52501

and

Ottumwa Police Department
330 West 2nd Street
Ottumwa, IA 52501

and

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

Whereas, **Wapello County ("Customer")** and **CentralSquare Technologies, LLC** have entered into a certain Software License and Service Agreement dated _____ ("**Customer Agreement**");

and

Whereas, the **Ottumwa Police Department ("Accessing Agency")** has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1. Customer and CentralSquare grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**"), subject to the terms herein.
2. CentralSquare and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at CentralSquare's or Customer's discretion.
3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at CentralSquare's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to CentralSquare.
4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement

and agrees that the Software constitutes proprietary information and trade secrets of CentralSquare and will remain the sole property of CentralSquare. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the CentralSquare proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, CentralSquare has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. CentralSquare is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and CentralSquare of a definitive written software license agreement between CentralSquare and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. CentralSquare will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN CENTRALSQUARE AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Accessing Agency shall indemnify, defend and hold harmless CentralSquare, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either CentralSquare resulting from any action by a third party that arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user of Accessing Agency, or any third party on behalf of Accessing Agency, in connection with this Access Agreement.

8. This Access Agreement will be governed by and construed under the laws of the State of Iowa, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

9. CentralSquare and Customer understand and agree that Accessing Agency will have the full rights and options to contact CentralSquare in the event that support services are required by the Accessing Agency, as those rights and options are set forth in the Customer Agreement. All support services, during both the limited twelve (12) month warranty period as well as ongoing annual software maintenance and support, shall be available to Accessing Agency.

10. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, CentralSquare, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

Wapello County, IA

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

CentralSquare Technologies, LLC

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Ottumwa Police Department, IA

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: Ottumwa Police Department

Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
<ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from

the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness,

accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

- F. Notwithstanding the foregoing, pursuant to Iowa Code Chapter 22 - "Examination of Public Records," all records of Client are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth exceptions to that general rule, establishing several categories of "confidential records." Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information." If a request is made by a member of the public to examine information provided by or to the Client during the course of this Agreement, the Client will notify TriTech and will keep confidential that portion of the information covered by a confidentiality request made by TriTech, pending action by TriTech to defend its request. In that notification, TriTech will be given not more than 30 calendar days within which to file suit in the Iowa District Court for Wapello County seeking the entry of a declaratory order and/or injunction to protect and keep confidential said information. Absent such action by TriTech, and absent the entry of a court order declaring such portion or portions of the requested information confidential, the entire information will be released for public examination.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client

Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.

- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
Ottumwa Police Department		TriTech Software Systems
Attn:		Attn: Contracts
		1000 Business Center Drive
		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

OTTUMWA POLICE DEPARTMENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at: CH_ClientServicesTriage@tritech.com; and for CrimeMapping: omega-support@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Cost Breakdown for OPD, WCSO & E911

	OPD	WCSO	E911	Total
Server Lic Fee	\$2,499.94	\$2,499.94		\$4,999.88
Administration Lic Fee	\$3,382.93	\$3,382.93		\$6,765.86
Cad System	\$34,425.59	\$34,425.59		\$68,851.18
Mapping System	\$20,485.55	\$20,485.55		\$40,971.09
Civil Lic Fee		\$6,582.02		\$6,582.02
Jail Management	\$35,696.13	\$35,696.13		\$71,392.25
Mobile Application	\$34,180.54	\$34,180.54		\$68,361.07
Personnel Lic	\$2,062.86	\$2,062.86		\$4,125.71
Record Management	\$29,095.07	\$29,095.07		\$58,190.14
Suite Licensing/Fees	\$19,527.00	\$19,527.00		\$39,053.99
Software Summary (discount applied)	\$181,355.59	\$187,937.61		\$369,293.19
CDP Configuration Services	\$10,550.00	\$10,550.00		\$21,100.00
Data Conversion WCSO-CAD	\$3,750.00	\$3,750.00		\$7,500.00
Data Conversion WCSO-JMS	\$6,250.00	\$6,250.00		\$12,500.00
Data Conversion WCSO-RMS	\$6,250.00	\$6,250.00		\$12,500.00
Data Conversion OPD-CAD	\$3,750.00	\$3,750.00		\$7,500.00
Data Conversion OPD-RMS	\$6,250.00	\$6,250.00		\$12,500.00
GIS Mapping Service	\$2,250.00	\$2,250.00		\$4,500.00
Go-Live Support	\$16,150.00	\$16,150.00		\$32,300.00
PS Pro Configuration	\$10,550.00	\$10,550.00		\$21,100.00
PS Pro Management Services	\$26,575.10	\$26,575.10		\$53,150.20
PS Pro Training	\$11,350.00	\$11,350.00		\$22,700.00
Discount	(\$17,550.00)	(\$17,550.00)		(\$35,100.00)
Services Summary	\$86,125.10	\$86,125.10		\$172,250.20

	OPD	WCSO	E911	Total
Servers	\$26,530.77	\$26,530.77		\$53,061.54
Peripheral Hardware	\$1,846.00	\$3,585.00		\$5,431.00
Total Servers & Hardware	\$28,376.77	\$30,115.77		\$58,492.54
Total Quote	\$295,857.46	\$304,178.48		\$600,035.93
Legacy Foundation Grant	(\$100,000.00)	(\$100,000.00)		(\$200,000.00)
E911 Grant	(\$25,000.00)	(\$25,000.00)		(\$50,000.00)
Total Requested from Each Department	\$170,857.46	\$179,178.48		\$350,035.93
1st Year Maintenance & Subscription Payable December 2023	\$27,670.49	\$27,670.49	\$27,670.49	\$83,011.47

JOINT AGREEMENT FOR THE CAD/RMS/JMS/CIVIL

THIS AGREEMENT is made and executed this 7th day of December, 2021, by and between WAPELLO COUNTY, IOWA, (hereinafter referred to as "COUNTY"), the WAPELLO COUNTY JOINT E911 SERVICE BOARD ("E911") and THE CITY OF OTTUMWA, IOWA, (hereinafter referred to as the "CITY").

W I T N E S S E T H :

WHEREAS, the County (Sheriff's Office) and CentralSquare Technologies, LLC have entered into a certain Software License and Service Agreement dated 7th day of December, 2021 ("Customer Agreement"); and

WHEREAS, E911 was formed and duly established on the 11th of May, 1992 by authority granted by Resolution of the Wapello County Board of Supervisors; and

WHEREAS, the CITY (Ottumwa Police Department) has requested, and the COUNTY has agreed that the CITY be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of the Access Agreement and of this Joint Agreement both dated 7th day of December, 2021; and

WHEREAS, the Customer Agreement includes a fee of six hundred thousand and thirty-five dollars and ninety-three cents (\$600,035.93) to the COUNTY to purchase under the Customer Agreement from CentralSquare Technologies LLC (CentralSquare) the public safety software, hardware, and related services (CAD/RMS/JMS/ CIVIL) to be provided by CentralSquare; and

WHEREAS, the COUNTY, E911 and the CITY desire to enter into this agreement to set forth the terms and conditions by which the CAD/RMS/JMS/ CIVIL will be operated and maintained; and

WHEREAS, by Resolutions adopted by the parties hereto, the provisions of this agreement have been approved by the City Council of the CITY OF OTTUMWA, the Board of Supervisors for the WAPELLO COUNTY, and WAPELLO COUNTY E911 BOARD and the execution of this agreement duly authorized.

NOW, THEREFORE, IT IS AGREED:

Section 1. PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which the parties will do any and all things necessary for the operation and maintenance of the CAD/RMS/JMS/CIVIL, including responsibility for its management, allocation expenses, ownership and maintenance.

JOINT AGREEMENT FOR THE CAD/RMS/JMS/CIVIL

THIS AGREEMENT is made and executed this ____ day of December, 2021, by and between WAPELLO COUNTY, IOWA, (hereinafter referred to as "COUNTY"), the WAPELLO COUNTY JOINT E911 SERVICE BOARD ("E911") and THE CITY OF OTTUMWA, IOWA, (hereinafter referred to as the "CITY").

W I T N E S S E T H :

WHEREAS, the County (Sheriff's Office) and CentralSquare Technologies, LLC have entered into a certain Software License and Service Agreement dated ____ day of December, 2021 ("Customer Agreement"); and

WHEREAS, E911 was formed and duly established on the 11th of May, 1992 by authority granted by Resolution of the Wapello County Board of Supervisors; and

WHEREAS, the CITY (Ottumwa Police Department) has requested, and the COUNTY has agreed that the CITY be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of the Access Agreement and of this Joint Agreement both dated ____ day of December, 2021; and

WHEREAS, the Customer Agreement includes a fee of six hundred thousand and thirty-five dollars and ninety-three cents (\$600,035.93) to the COUNTY to purchase under the Customer Agreement from CentralSquare Technologies LLC (CentralSquare) the public safety software, hardware, and related services (CAD/RMS/JMS/ CIVIL) to be provided by CentralSquare; and

WHEREAS, the COUNTY, E911 and the CITY desire to enter into this agreement to set forth the terms and conditions by which the CAD/RMS/JMS/ CIVIL will be operated and maintained; and

WHEREAS, by Resolutions adopted by the parties hereto, the provisions of this agreement have been approved by the City Council of the CITY OF OTTUMWA, the Board of Supervisors for the WAPELLO COUNTY, and WAPELLO COUNTY E911 BOARD and the execution of this agreement duly authorized.

NOW, THEREFORE, IT IS AGREED:

Section 1. PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which the parties will do any and all things necessary for the operation and maintenance of the CAD/RMS/JMS/CIVIL, including responsibility for its management, allocation expenses, ownership and maintenance.

Section 2. JOINT BOARD. No separate legal or administrative entity shall be established in order to administer this agreement. No administrator is designated for this joint cooperative undertaking; instead, the Wapello County Sheriff and Ottumwa Chief of Police shall be jointly responsible for administering the CAD/RMS/JMS/ CIVIL and its operations.

Section 3. FINANCIAL OBLIGATIONS. The COUNTY and CITY agree to expend funds received in accordance with the terms and conditions of this agreement. COUNTY and CITY mutually agrees to pay fifty percent (50%) of the cost of CAD/RMS/JMS software, hardware, and related services. COUNTY will pay one hundred percent (100%) of the cost of CIVIL software, hardware, and related services. Upon the signing of the agreements COUNTY and CITY will make their fifty percent (50%) contributions as follows; thirty percent (30%) at the completion of Business Practice Review (BPR) and twenty percent (20%) at GO LIVE as stated in the Software License and Service Agreement. CITY will pay their fifty percent (50%) to the COUNTY and the COUNTY will pay these moneys to CentralSquare.

Section 4. PROFESSIONAL SERVICE AGREEMENTS. The COUNTY and CITY do hereby empower the Wapello County Sheriff and Ottumwa Chief of Police to proceed to engage any professional services necessary to operate and maintain the CAD/RMS/JMS/CIVIL. Any operation expenses, including associated legal, administrative and financing, costs, shall be the responsibility of the COUNTY and CITY equally.

Section 5. OWNERSHIP AND OPERATION OF THE CAD/RMS/JMS/ Civil. The ownership of the CAD/RMS/JMS/CIVIL shall at all times remain with the COUNTY. As agreed upon in the Access Agreement, CITY is granted access and equal say so in the building and management of the system.

Section 6. FEES AND CHARGES. As long as this agreement is in effect, the COUNTY, the CITY and E911 shall each pay one-third (1/3) of the yearly maintenance and subscription fees. These fees to start one year after GO LIVE and each year thereafter. Thereafter, the annual maintenance and subscription fees shall increase by an amount not to exceed five percent (5%) from the prior year. COUNTY and CITY mutually agrees to pay one-half (1/2) of the cost for any updates or changes to CAD/RMS/JMS if it benefits the COUNTY and CITY. COUNTY will pay for any updates or changes to CIVIL. If the updates or changes do not benefit COUNTY or CITY then the requestor for the updates or changes is responsible for full cost. This includes updates and changes to CAD/RMS/JMS/CIVIL not covered in the Exhibit D: Maintenance Agreement of the Software License and Service Agreement. Each year the Maintenance Agreement may be brought before the City Council of the CITY OF OTTUMWA, the Board of Supervisors for the WAPELLO COUNTY, and WAPELLO COUNTY E911 BOARD for approval. CITY and E911 will pay these moneys to the COUNTY, who will then include their one third (1/3) and pay CentralSquare.

Section 7. DURATION. This agreement shall become effective from and after the date on which it is electronically filed with the Iowa Secretary of State pursuant to Iowa Code Sec. 28E.8, and shall continue in effect for the life of the system, unless terminated in the manner hereinafter provided.

Section 8. AMENDMENT AND TERMINATION. The term of this agreement granted by the parties and the rights granted thereunder shall continue indefinitely, until terminated in writing, by agreement of all parties. In no event shall this Agreement be terminated during the life of the system. Termination for any other reason shall constitute a default in the performance of the terms and conditions of this agreement. Subject to the foregoing, any other amendment of the agreement shall be by the same procedures by which this agreement was approved and executed.

Section 9. DEFAULT. If either party fails to timely perform any term or condition of this agreement, the other party shall have the right and option to terminate this agreement and the defaulting party agrees to assume all outstanding indebtedness and reimburse the other for any expenses incurred in connection with the performance of this agreement, including attorney fees and costs relating to the enforcement hereof. The parties shall also be entitled to utilize any and all other remedies or actions at law or in equity available to them.

Section 10. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

Section 11. SEVERABILITY. If any one or more of the provisions of this agreement are declared unconstitutional or contrary to the law, the validity of the remainder thereof shall not be thereby effected.

Section 12. AUTHORIZATION. Wapello County signs this Agreement by authority of a resolution duly adopted by the respective Wapello County's Board of Supervisors; and the City of Ottumwa, Iowa, signs this agreement by authority of a resolution duly adopted by its city council. This agreement may be signed in counterparts.

Section 13. DISPUTE RESOLUTION. The parties shall endeavor in good faith to resolve claims, disputes and other matters in questions between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. Requests for mediation shall be given in writing to the other parties to this Agreement. If the parties are unable to mutually agree upon a mediator in writing within sixty (60) days or receiving the written request for mediation, a party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wapello County, Iowa, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any legal claim brought under the Agreement shall be filed in the Iowa District Court in and for Wapello County, unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WAPELLO COUNTY, IOWA

By: Wayne G. Huit

Wayne Huit, Chairperson

By: Kelly Spurgeon

Kelly Spurgeon Auditor

CITY OF OTTUMWA, IOWA

By: Tom X Lazio

Tom X Lazio Mayor

By: Chris Reinhard

Chris Reinhard City Clerk

WAPELLO COUNTY E911

By: Tim Richmond

Tim Richmond, Chairperson

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 7, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3187-2021: AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA

Public hearing required if this box is checked.

RECOMMENDATION: APPROVE THE THIRD CONSIDERATION OF ORDINANCE NO. 3187-2021.

DISCUSSION: At the November 2, 2021 meeting, the Council adopted the Bonita Urban Renewal Plan and established the Bonita Urban Renewal Area. In order to carry out any of the projects included in the Bonita Urban Renewal Plan, the City would need to pass an ordinance to authorize capturing tax increment and using it make economic development payments to pay certified debts. This is the ordinance that executes the Urban Renewal

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Plan. The plan included a project for the development of 108 units of LMI, workforce housing. However, the plan also included a project for street repair. In order to do any action on any project, this ordinance would have to be adopted as a partner to the URP.

ORDINANCE NO. 3187-2021

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA (**THE BONITA URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 201-2021 passed and approved on the 2nd day of November, 2021, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Bonita Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North line of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

And

Full width of the right-of-way for Bonita Ave. from Clearview St. to Highway 149.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Ottumwa, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Ottumwa, State of Iowa, certifies to the Auditor of Wapello County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Ottumwa, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Ottumwa, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Ottumwa, State of Iowa, referred to in Section 3 hereof have been paid, all monies

thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 7 day of December, 2021.



Mayor



ATTEST:



City Clerk

Read First Time: November 16, 2021

Read Second Time: November 30, 2021

Read Third Time: December 7, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Ottumwa, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2021, signed by the Mayor on _____, 2021, and published in the Ottumwa Courier on _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01947068-1\10981-171



CITY OF OTTUMWA

Item No. K.-I.

Petition No.: 5087-2021

Petitioner Information:

Name: Julia Blunt - ~~569~~⁵⁷² total signatures, ~~488~~⁴⁸⁹ in Ottumwa (+3 more)

Address: 319 Bonita, Ottumwa, IA 52501

Phone Number: (641) 226-1041 Petition contains the required number of signatures.

Summary of Petition:

We, the citizens of the town of Ottumwa, Iowa, petition the City Council to vote "No" on the proposed 50% 20 year or 100% 10 year Tax Increment Financing (TIF) rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Ave until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. Vote NO!

1. Engineering Department Approve Deny

Comments:

_____ Date

Dept. Initials Required

Mayor & Council

2. Plan/Zoning/Dev. Department Approve Deny

Comments:

_____ Date

Dept. Initials Required

3. Health Department Approve Deny

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**

Name	City	State	Postal Code	Count	Signed On
Julia Blunt	Ottumwa	IA	US		11/26/2021
Kathy Courtney	Ottumwa	IA	52501 US		11/26/2021
Alix McPherson	Savannah	GA	31419 US		11/26/2021
Cathy Leedom	Ottumwa	IA	52501 US		11/26/2021
Mary Orman	Ottumwa	IA	52501 US		11/26/2021
Tyler Herrick	Ottumwa	IA	52501 US		11/26/2021
Alexis Luke	Ottumwa	IA	52501 US		11/26/2021
Marty Anderson	Ottumwa	IA	52501 US		11/26/2021
Bridgett Michel	Ottumwa	IA	52501 US		11/26/2021
Amaal Dawod	Charlotte		28215 US		11/26/2021
Kendall McCarty	Birmingham		35242 US		11/26/2021
Jim Taylor	American Fork		84003 US		11/26/2021
Margi Barsamian	Edmonds		98026 US		11/26/2021
Kathy Kostajani	Astoria		11103 US		11/26/2021
zelalem yigeremu	Minneapolis		55416 US		11/26/2021
Maddie Mccarty	Kirkland		98033 US		11/26/2021
Maleah Mahaffey	Apex		27502 US		11/26/2021
Brooke Gevock	Ottumwa	IA	52501 US		11/26/2021
Anthony Wiggins			US		11/26/2021
Heather Jones	Ottumwa	IA	52501 US		11/26/2021
Salud Leyva	Ottumwa	IA	52501 US		11/26/2021
Heidi Calcaterra	Ottumwa	IA	52501 US		11/26/2021
Kylanna Champ	Ottumwa	IA	52501 US		11/26/2021
Jen Stockdall	Ottumwa	IA	52501 US		11/26/2021
Jo Anne Pierce	Ottumwa	IA	52501 US		11/26/2021
Ashley Evans	Ottumwa	IA	52501 US		11/26/2021
Angie Green	Ottumwa	IA	52501 US		11/26/2021
Kim Simmers	Ottumwa	IA	52501 US		11/26/2021
Jennifer Van Nest	Ottumwa	IA	52501 US		11/26/2021
Lori Drummond	Ottumwa	IA	52501 US		11/26/2021
mary alexander	Ottumwa	IA	52501 US		11/26/2021
Rob Ransom	Ottumwa	IA	52501 US		11/26/2021
Weilbrenner Larry	Ottumwa	IA	52501 US		11/26/2021
Toni Wallace	Ottumwa	IA	52501 US		11/27/2021
Hostetter Heather	Ottumwa	IA	52501 US		11/27/2021
Mike Drummond	Ottumwa	IA	52501 US		11/27/2021
Jeff Frederick	Ottumwa	IA	52501 US		11/27/2021
Dustan Smith	Ottumwa	IA	52501 US		11/27/2021
Melia Mura	Ottumwa	IA	52501 US		11/27/2021
whittington tammy	Ottumwa	IA	52501 US		11/27/2021
Gwen Twedt	Ottumwa	IA	52501 US		11/27/2021
Kimi Hull	Ottumwa	IA	52501 US		11/27/2021
ADKISON JOHN	Ottumwa	IA	52501 US		11/27/2021
Jessica Hill	Ottumwa	IA	52501 US		11/27/2021
Filip C	Carol Stream		60188 US		11/27/2021
Blue Colasuonno	Orlando		32825 US		11/27/2021

34-Off.
12-Not Off.

Lakym Owens	Denver		80223 US	11/27/2021
Ruyan Yao	Middletown		10940 US	11/27/2021
Hailey Hernandez	Richmond		77469 US	11/27/2021
maria mottor	Idaho Falls		83401 US	11/27/2021
Athena White	Lawrence		66046 US	11/27/2021
Johnathan Garcia	Elmendorf		78112 US	11/27/2021
guadalupe bautista	Greenfield		93927 US	11/27/2021
Megan Begley	Houston		77401 US	11/27/2021
Mindy J Davidson	Washington	IA	52353 US	11/27/2021
Deanna Bush	Anaheim		92804 US	11/27/2021
Cynthia PITTMAN	Spring Hill		34609 US	11/27/2021
Katina Palen	Ottumwa	IA	52501 US	11/27/2021
Patty Voss	Lancaster	WI	53813 US	11/27/2021
Cheryl Drew	Ottumwa	IA	52501 US	11/27/2021
Jill Piper	Topeka	KS	66614 US	11/27/2021
Addison Ransom	Ottumwa	IA	52501 US	11/27/2021
Linda Paris	Omaha	NE	68135 US	11/27/2021
David Turner	Ottumwa	IA	52501 US	11/27/2021
Jim Mura	Grand Haven	MI	49417 US	11/27/2021
Joey Courtney	Ottumwa	IA	52501 US	11/27/2021
Marsha Garland	Ottumwa	IA	52501 US	11/27/2021
Janaya Wallace	Ottumwa	IA	52501 US	11/27/2021
Mike Tarrence	Ottumwa	IA	52501 US	11/27/2021
Michael Shay	Ottumwa	IA	52501 US	11/27/2021
Jorgensen Heather	Ottumwa	IA	52501 US	11/27/2021
Shannon Clark	Ottumwa	IA	52501 US	11/27/2021
Kristy Adkins	Ottumwa	IA	52501 US	11/27/2021
Courtney Celebrado	Ottumwa	IA	52501 US	11/27/2021
Tana Livingston	Ottumwa	IA	52501 US	11/27/2021
Tami Hager	Ottumwa	IA	52501 US	11/27/2021
jeff spurgeon	Ottumwa	IA	52501 US	11/27/2021
Ricci Dolan	Ottumwa	IA	52501 US	11/27/2021
Tracy Hatfield	Ottumwa	IA	52501 US	11/27/2021
Peg MOORE	Omaha	NE	68124 US	11/27/2021
Cara Young	Ottumwa	IA	52501 US	11/27/2021
Colby Hayes	Ottumwa	IA	52501 US	11/27/2021
Lori Miller	Ottumwa	IA	52501 US	11/27/2021
Rosanne Bowling	Ottumwa	IA	52501 US	11/27/2021
Shelby Sheedy	Ottumwa	IA	52501 US	11/27/2021
Kelly Blegen	Ottumwa	IA	52501 US	11/27/2021
Jim Davis	Ottumwa	IA	52501 US	11/27/2021
Tracy Hesling	Ottumwa	IA	52501 US	11/27/2021
Sue Counterman	Ottumwa	IA	52501 US	11/27/2021
Peni Davis	University Park	IA	52595 US	11/27/2021
Mel Messer	Ottumwa	IA	52501 US	11/27/2021
Joella Turner	Ottumwa	IA	52501 US	11/27/2021
Brandon Bishop	Ottumwa	IA	52501 US	11/27/2021

30-off.
17-Not Off

Calvin Evans	Ottumwa	IA	52501 US	11/27/2021
Ken LaRue	Ottumwa	IA	52501 US	11/27/2021
Kala Handy	Ottumwa	IA	52501 US	11/27/2021
Big Dick Johnson	Omaha	NE	68106 US	11/27/2021
Joshua Morrissey	Ottumwa	IA	52501 US	11/27/2021
April CAMPBELL	Ottumwa	IA	52501 US	11/27/2021
Carol Anderson	Ottumwa	IA	52501 US	11/27/2021
Paige Blegen	Ames	IA	50014 US	11/27/2021
Linda Randall	Ottumwa	IA	52501 US	11/27/2021
Myra Moriarty	Ottumwa	IA	52501 US	11/27/2021
JACQUE Brown	Blakesburg	IA	52536 US	11/27/2021
Kevin Adamson	Ottumwa	IA	52501 US	11/27/2021
Dylan Guest	Ottumwa	IA	52501 US	11/27/2021
Kaitlyn Lewis	Ottumwa	IA	52501 US	11/27/2021
Austin Miller	Lacona	IA	50139 US	11/27/2021
Elizabeth Janzen	Ottumwa	IA	52501 US	11/27/2021
Randy Thomas	Ottumwa	IA	52501 US	11/27/2021
Mark Van Velsor	Ottumwa	IA	52501 US	11/27/2021
Lorie Baker	Ottumwa	IA	52501 US	11/28/2021
Kurtis Stevens	Ottumwa	IA	52501 US	11/28/2021
Brian Carter	Ottumwa	IA	52501 US	11/28/2021
Martin Wonderlin	Ottumwa	IA	52501 US	11/28/2021
Haley Cook	Ottumwa	IA	52501 US	11/28/2021
Kris Dannen	Ottumwa	IA	52501 US	11/28/2021
Jane Moriarty	Ottumwa	IA	52501 US	11/28/2021
Wanda Rongey	Ottumwa	IA	52501 US	11/28/2021
Amy Smith	Ottumwa	IA	52501 US	11/28/2021
Janet Ransom	Ottumwa	IA	52501 US	11/28/2021
Timothy Howell	Ottumwa	IA	52501 US	11/28/2021
Jacqueline Sherwood	Brighton	IA	52540 US	11/28/2021
Megan Lauer	Ottumwa	IA	52501 US	11/28/2021
Ryan Bennett	Ottumwa	IA	52501 US	11/28/2021
Ashley Engelson	Tampa	FL	33637 US	11/28/2021
David Marrs	Ottumwa	IA	52501 US	11/28/2021
Lacey Hopkins	Ottumwa	IA	52219 US	11/28/2021
Ruth Ferdig	Ottumwa	IA	52501 US	11/28/2021
Alecia Kissel	Show Low	AZ	85901 US	11/28/2021
Joe Damerval	Ottumwa	IA	52501 US	11/28/2021
JoAnna Houston	Ottumwa	IA	52501 US	11/28/2021
Bethany Morrissey	Des Moines	IA	50310 US	11/28/2021
Maximo Farfan	Ottumwa	IA	52501 US	11/28/2021
Megan Clemens	Ames	IA	50010 US	11/28/2021
Elizabeth Lira	Ottumwa	IA	52501 US	11/28/2021
Steph Dupont	Glendale	AZ	85301 US	11/28/2021
Dan Robeen	Pensacola	FL	32506 US	11/28/2021
Yolanda Barnes	Ottumwa	IA	52501 US	11/28/2021
DAN DENNIS	Ottumwa	IA	52501 US	11/28/2021

36 off.
11 - Not off.

Laurie Fountain	Ottumwa	IA	52501 US	11/28/2021
Mike Cain	Ottumwa	IA	52501 US	11/28/2021
Melissa Grooms	Ottumwa	IA	52501 US	11/28/2021
cecelia hopwood	Ottumwa	IA	52501 US	11/28/2021
Trenton Fowler	Iowa City	IA	52240 US	11/28/2021
Deana Doman	Ottumwa	IA	52501 US	11/28/2021
Day Dixie	Ottumwa	IA	52501 US	11/28/2021
Cody Lathrop	Ottumwa	IA	52501 US	11/28/2021
Kara Santacroce	Silver Spring	MD	20904 US	11/28/2021
Amy Hughes	Norfolk	VA	23518 US	11/28/2021
Kevin Luke	Ottumwa	IA	52501 US	11/28/2021
Joseph R Guest	Ottumwa	IA	52501 US	11/28/2021
Pam Evans	Ottumwa	IA	52501 US	11/28/2021
Joyce McElroy	Ottumwa	IA	52501 US	11/28/2021
Brian Hager	OTTUMWA	IA	52501 US	11/28/2021
Lora Sundquist	Ottumwa	IA	52501 US	11/28/2021
Glen Cooksey	Ottumwa	IA	52501 US	11/28/2021
Angela Burkland	Ottumwa	IA	52501 US	11/28/2021
Kelsey Kelly celania	Edgerton	WI	53534 US	11/28/2021
Mark Gracey	Ottumwa	IA	52501 US	11/28/2021
Jessica Renfrew	Drakesville	IA	52552 US	11/28/2021
Teresa Vanderpol	Ottumwa	IA	52501 US	11/28/2021
Kim Ardueser	Ottumwa	IA	52501 US	11/28/2021
Marti Larson	Ottumwa	IA	52501 US	11/28/2021
Krystal Ehn	Ottumwa	IA	52591 US	11/28/2021
Carrie Jobe	Ottumwa	IA	52501 US	11/28/2021
Karlee Shepard	Ottumwa	IA	52501 US	11/28/2021
Lindsay Hubbell	Ottumwa	IA	52501 US	11/28/2021
Connie Pitzen	Ottumwa		52501 US	11/28/2021
Jeff Gullett	Ottumwa	IA	52501 US	11/28/2021
Ann Youngman	Ottumwa	IA	52501 US	11/28/2021
Leslie Larue	Ottumwa	IA	52501 US	11/28/2021
Avangelina Subsin	Ottumwa	IA	52501 US	11/28/2021
Jenna Hunter	Drakesville	IA	52552 US	11/28/2021
Mundell Michael	Ottumwa	IA	52501 US	11/28/2021
Angie Coker	Ottumwa	IA	52501 US	11/28/2021
Michelle Rachford	Ottumwa	IA	52501 US	11/28/2021
Juliana Tramel	Ottumwa	IA	52501 US	11/28/2021
Helen Baker	Ottumwa	IA	52501 US	11/28/2021
Eric Hamm	Ottumwa	IA	52501 US	11/28/2021
Sof Johnston	Annandale		22003 US	11/28/2021
Brooke Bastron	Ottumwa	IA	52501 US	11/28/2021
Dana goble	Lubbock	TX	79423 US	11/28/2021
Martin Hager	Ottumwa	IA	52501 US	11/28/2021
Jasmine Benson	Ottumwa	IA	52501 US	11/28/2021
Arlin Anfinson	Ottumwa	IA	52501 US	11/28/2021
Payson Moreland	Ottumwa	IA	52501 US	11/28/2021

Alex Goodvib	Ottumwa	IA	52501 US	11/28/2021
Markie Smith	Ottumwa	IA	52501 US	11/28/2021
Meliah Thompson	Ottumwa	IA	52501 US	11/28/2021
HOLTSMAN Sarah	Ottumwa	IA	52501 US	11/28/2021
Molly Kopatich	Ottumwa	IA	52501 US	11/28/2021
Jennifer Jordan	Ottumwa	IA	52501 US	11/28/2021
Roberta Neff	Ottumwa	IA	52501 US	11/28/2021
MaryK Sebolt	Ottumwa	IA	52501 US	11/28/2021
Deborah Taylor	Ottumwa	IA	52501 US	11/28/2021
Bethany Harp	Ottumwa	IA	52501 US	11/28/2021
Erin Marcum	Ottumwa	IA	52501 US	11/28/2021
Carol Gerlitz	Ottumwa	IA	52501 US	11/28/2021
Matthew Thompson	Ottumwa	IA	52501 US	11/28/2021
Jenna Wilkins	Ottumwa	IA	52501 US	11/29/2021
Kathy Hamersley	Ottumwa	IA	52501 US	11/29/2021
Vanessa Osorio	Agency	IA	52530 US	11/29/2021
Jenny Howard	Ottumwa	IA	52501 US	11/29/2021
Jessie Rush	Bloomfield	IA	52537 US	11/29/2021
Joshua Wood	Ottumwa	IA	52501 US	11/29/2021
Jim Cain	Ottumwa	IA	52501 US	11/29/2021
steve shepard	Ottumwa	IA	52501 US	11/29/2021
Morgan Houk	Ottumwa	IA	52501 US	11/29/2021
Cindy Barker	Ottumwa	IA	52501 US	11/29/2021
Caleb Mitchell	Ottumwa	IA	52501 US	11/29/2021
Keith Steele	Hedrick	IA	52563 US	11/29/2021
Huff Cindy	Ottumwa	IA	52501 US	11/29/2021
Brenda Wynn	Ottumwa	IA	52501 US	11/29/2021
Jill Hatfield	Ottumwa	IA	52501 US	11/29/2021
Cayle Rowland	Ottumwa	IA	52501 US	11/29/2021
Libby Gazda	Ottumwa	IA	52501 US	11/29/2021
Stacy Weeks	Ottumwa	IA	52501 US	11/29/2021
Ashlie Vivian	Ottumwa	IA	52501 US	11/29/2021
Cindy Larue	Ottumwa	IA	52501 US	11/29/2021
Misty Woods	Ottumwa	IA	52501 US	11/29/2021
Aaron McConnell	Ottumwa	IA	52501 US	11/29/2021
Beckyc Crawford	chicago	IL	60617 US	11/29/2021
Pat Glover	Ottumwa	IA	52501 US	11/29/2021
Steven Breckenridge	Ottumwa	IA	52501 US	11/29/2021
Dovia Glover	Ottumwa	IA	52501 US	11/29/2021
Wendell Ito	Kahului		96732 US	11/29/2021
David Howard	Ottumwa	IA	52501 US	11/29/2021
Susan Houk	Ottumwa	IA	52501 US	11/29/2021
James Clingman	Ottumwa	IA	52501 US	11/29/2021
Heather Swanstrom	Ottumwa	IA	52501 US	11/29/2021
Marvin Wynn	Ottumwa	IA	52501 US	11/29/2021
Debbie Fisher	Ottumwa	IA	52501 US	11/29/2021
Jacob Lewis	Ottumwa	IA	52501 US	11/29/2021

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5-Not OH.

Brian Cutsforth	Ottumwa	IA	52501 US	11/29/2021
Jake Bowling	Ottumwa	IA	52501 US	11/29/2021
Emily Rader	Ottumwa	IA	52501 US	11/29/2021
Justin Rader	Ottumwa	IA	52501 US	11/29/2021
Coady Spurgeon	Ottumwa	IA	52501 US	11/29/2021
Timothy Pickrell	Ottumwa	IA	52501 US	11/29/2021
TAMMIE HARTLEY	Ottumwa	IA	52501 US	11/29/2021
Nichols Diana	Ottumwa	IA	52501 US	11/29/2021
Ryne Pickrell	Ottumwa	IA	52501 US	11/29/2021
denise dennis	ottumwa	IA	52501 US	11/29/2021
Tim Bowes	Ottumwa	IA	52501 US	11/29/2021
Samantha Berger	Palm bay	FL	32907 US	11/29/2021
Jennie Schwartz	Ottumwa	IA	52501 US	11/29/2021
Linda Whittington	Ottumwa	IA	50263 US	11/29/2021
James Lewis	West Des Moines	IA	50266 US	11/29/2021
Robert Schippers jr.	Ottumwa	IA	52501 US	11/29/2021
John Klostermann	Ottumwa	IA	52501 US	11/29/2021
Mikel Murdy	Ottumwa	IA	52501 US	11/29/2021
Cole Bainbridge	Ottumwa	IA	52501 US	11/29/2021
Alesha Brownlee	Ottumwa	IA	52501 US	11/29/2021
Donna Sumner	West Des Moines	IA	50266 US	11/29/2021
Marissa Frederick	Ottumwa	IA	52501 US	11/29/2021
Felisha Davis	Ottumwa	IA	52501 US	11/29/2021
Dianne Kiefer			US	11/29/2021
LORI DANIELS	Ottumwa	IA	52501 US	11/29/2021
Gary Chiles	Ottumwa	IA	52501 US	11/30/2021
Rose Bean	Ottumwa	IA	52501 US	11/30/2021
Jacob Thomas	Ottumwa	IA	52501 US	11/30/2021
Mary Rosenbalm	Blakesburg	IA	52536 US	11/30/2021
Nicole Peyton	Ames	IA	50014 US	11/30/2021
Kristen Carlson-Cormier	Ottumwa	IA	52501 US	11/30/2021
Marissa Carruthers	Ottumwa	IA	52501 US	11/30/2021
Allison Monohon	Ottumwa	IA	52501 US	11/30/2021
Daniel Hartley	Ottumwa	IA	52501 US	11/30/2021
Maddison Ware	Ottumwa	IA	52501 US	11/30/2021
Evan Carruthers	Ottumwa	IA	52501 US	11/30/2021
Karisa Greene	Ottumwa	IA	52501 US	11/30/2021
Tiffany Miner	Ottumwa	IA	52501 US	11/30/2021
Larry Schlarbaum	Ottumwa	IA	52501 US	11/30/2021
Ashley Dodson	Ottumwa	IA	52501 US	11/30/2021
Stephanie Stout	Bloomfield	IA	52537 US	11/30/2021
Mathew Stout	Bloomfield	IA	52537 US	11/30/2021
Tessa Guest	Ottumwa	IA	52501 US	11/30/2021
lisa leach	Bloomfield	IA	52537 US	11/30/2021
Gib Lathrop	Ottumwa	IA	52501 US	11/30/2021
Amanda Jarvis	Ottumwa	IA	52501 US	11/30/2021
Maria Stuart	Ottumwa	IA	52501 US	11/30/2021

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OK. 9-Not OK

Sarah Stice	Ottumwa	IA	52501 US	11/30/2021
Nicole Ward	Ottumwa	IA	52501 US	11/30/2021
Allen Besick	Ottumwa	IA	52501 US	11/30/2021
Bethany Canny	Ottumwa	IA	52501 US	11/30/2021
Tessa Nichols	Trenton	TN	38382 US	11/30/2021
Headley Richard	Ott	IA	52501 US	11/30/2021
Kenny Campbell	Albia	IA	52531 US	11/30/2021
Juanita Griego	Ottumwa	IA	52501 US	11/30/2021
Amanda Kitterman	Ottumwa	IA	52501 US	11/30/2021
Ben Stewart	Ottumwa	IA	52501 US	11/30/2021
Jimmie Stufflebeem	Ottumwa	IA	52501 US	11/30/2021
Dakota Buffington	Bennington	NE	68007 US	11/30/2021
Kevin Stalder	Ottumwa	IA	52501 US	11/30/2021
Kim Higbee	Albia	IA	52531 US	11/30/2021
Jeasilynn Link	Ottumwa	IA	52501 US	11/30/2021
Arielle Hensley	Ottumwa	IA	52501 US	11/30/2021
james tipton	Ottumwa	IA	52501 US	11/30/2021
Sandi Koettel	Ottumwa	IA	52501 US	11/30/2021
Scott Evans	Ottumwa	IA	52501 US	11/30/2021
Melissa Neis	Anamosa		52501 US	11/30/2021
Elizabeth Smith	Ottumwa	IA	52501 US	11/30/2021
Kayla Miller	Ottumwa	IA	52501 US	11/30/2021
Susan Wetrich	Ottumwa	IA	52501 US	11/30/2021
Chrissy Robertson	Ottumwa	IA	52501 US	11/30/2021
Mary Stewart	Rock Island	IL	61201 US	11/30/2021
Doug Cain	Ottumwa	IA	52501 US	11/30/2021
Jackie Moughler	Ottumwa	IA	52501 US	11/30/2021
Bram Beyer	Centerville	IA	52544 US	11/30/2021
Jeffrey Lunsford	Ottumwa	IA	52501 US	11/30/2021
Joni Mitchell	Ottumwa	IA	52501 US	11/30/2021
Tre King	Ottumwa	IA	52501 US	11/30/2021
Brandie McWilliams	Ottumwa	IA	52501 US	11/30/2021
Ryan Herrick	West Burlington	IA	52655 US	11/30/2021
Deb Delozier	Ottumwa	IA	52501 US	11/30/2021
Nora Bellon	ottumwa	IA	52501 US	11/30/2021
Shirley Schippers	Ottumwa	IA	52501 US	11/30/2021
Scott Heller	Ottumwa	IA	52501 US	11/30/2021
Melinda Tanke	Ottumwa	IA	52501 US	11/30/2021
Jeremy Weller	Ottumwa	IA	52501 US	11/30/2021
Junella Jones	Ottumwa	IA	52501 US	11/30/2021
Jason Neely	Ottumwa	IA	52501 US	11/30/2021
Deborah Overby	Ottumwa	IA	52501 US	11/30/2021
Lewis Brown	Ottumwa	IA	52501 US	11/30/2021
Virginia Richsrdson	Ottumwa	IA	52501 US	11/30/2021
Dominique McCormack	Bennington	NE	68007 US	11/30/2021
Clint Ammenhauser	Ottumwa	IA	52501 US	11/30/2021
Kasha Walpole	Wilmer	AL	36587 US	11/30/2021

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Lindsey Bresee	Ottumwa	IA	52501 US	11/30/2021
Vance Frueh	Ottumwa	IA	52501 US	11/30/2021
Sherry Gouge	Ottumwa	IA	52501 US	11/30/2021
Bloom Kayla	Ottumwa	IA	52501 US	11/30/2021
Linda Overstreet	Ottumwa	IA	52501 US	11/30/2021
Steve Gouge	Ottumwa	IA	52501 US	11/30/2021
Luis Lozano	Ottumwa	IA	52501 US	11/30/2021
Tara Roberts	Ottumwa	IA	52501 US	11/30/2021
Dave Orman	Ottumwa	IA	52501 US	11/30/2021
Lori Byers	Ottumwa	IA	52501 US	11/30/2021
Kenneth Smalley	Ottumwa	IA	52501 US	11/30/2021
Kevin Eastwood	Ottumwa	IA	52501 US	11/30/2021
Kathy McAllister	Ottumwa	IA	52501 US	11/30/2021
Whitney Smith	Ottumwa	IA	52501 US	11/30/2021
Thomas Schwartz	Ottumwa	IA	52501 US	11/30/2021
Sally Quilici	Franklin Park	IL	60131 US	11/30/2021
George Nichols	Ottumwa	IA	52501 US	11/30/2021
clark orman	Ottumwa	IA	52501 US	11/30/2021
Janey Huston	Ottumwa	IA	52501 US	11/30/2021
Sheryl Luthi	Ottumwa	IA	52501 US	11/30/2021
Gail Roberts	Ottumwa	IA	52501 US	11/30/2021
Ryne Denniston	Ottumwa	IA	52501 US	11/30/2021
Staci Jenks	Ottumwa	IA	52501 US	11/30/2021
Patty Johnson	Ottumwa	IA	52501 US	12/1/2021
Cory Grooms	Ottumwa	IA	52501 US	12/1/2021
Sam Jacobs	Ottumwa	IA	52501 US	12/1/2021
Brenda Bainbridge	Ottumwa	IA	52501 US	12/1/2021
Toni Couch	Urbandale	IA	50322 US	12/1/2021
Graham Walker	Ottumwa	IA	63501 US	12/1/2021
Mike Sowden	Ottumwa	IA	52501 US	12/1/2021
Christian Diana	Ottumwa	IA	52501 US	12/1/2021
Guy Goddard	Ottumwa	IA	52501 US	12/1/2021
Victoria Jay	Ottumwa	IA	52501 US	12/1/2021
Susan Wright	Ottumwa	IA	52501 US	12/1/2021
Rhen Shaddock	Ottumwa	IA	52501 US	12/1/2021
Megan Zesiger	Ottumwa	IA	52501 US	12/1/2021
Jeremy Bukowski Bukowski	Ottumwa	IA	52501 US	12/1/2021
Elizabeth Chestnut	Ottumwa	IA	52501 US	12/1/2021
Lippincott Cheyanne	Urbandale	IA	50322 US	12/1/2021
Lisa Schmidt Jones	Ottumwa	IA	52501 US	12/2/2021
Stephen Stalder	West Union	IA	52175 US	12/2/2021
Barb Lindenmayer	Ottumwa	IA	52501 US	12/2/2021
Fletcher Person	Ottumwa	IA	52501 US	12/2/2021
Rachael Martsching	Ottumwa	IA	52501 US	12/2/2021

40-04
4 - Not Ottumwa

PETITION

We, the citizens of the town of Ottumwa, Iowa, urge the City Council to vote "No" on the proposed 50% for 20 years or 100% for 10 years tax rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Ricky Kleinman	7 Asbury Circle	641 777 3892	Ricky A. Kleinman
Charles Eakins	1829 Albin RD	641-799-7999	Charles Eakins
Charles Stufflebeem	2 Yorkshire Dr	641-777-6745	Charles Stufflebeem
Tami Parker	928 Queen Ave	641-226-0290	Tami Parker
Deb Kleinman	7 Asbury Cir	641-980-5097	Deb Kleinman
Jeff Harness	1040 Glenwood	641 777-2336	Jeff Harness
Helen Hendred	525 N. Maple	682 4915	Helen Hendred
Stuart P. Bosley	11378 Rutledge RD	641-226-2935	Stuart P. Bosley
Jamie Parker	1658 Little Soap Rd	641-226-7237	Jamie R. Parker
T. E. Quinn	619 E. 4th ST	684-5812	Thomas E. Quinn
W. G. Grade	414 S Davis		W. G. Grade
CRAIG MOORE	2546 Clearview	641 6934419	Craig Moore
Jeffrey Warrior	18542-125 th	641-745-8503	Jeffrey Warrior
Doug Fleury	3515 Lake Rd	641 777 3518	Doug Fleury
JAMES MARFOR	210 Clem		James Marfor
Marjorie Grov	137 W. Willard	641-980-2936	Marjorie Grov
Jim Criswell	412 W. Hand	641 577 3005	James C. Criswell
Leanne Criswell	412 W. Hand		Leanne Criswell
Jim Criswell	802 Harmon		Jim Criswell
Ricki Dolan	1232 S Webster	641 799 8874	Ricki Dolan
Timothy Dolan	1232 S. Webster		Timothy Dolan
S. SEAN SIX	325 S. WARD	641-799-9850	S. Sean Six
MARCIA REYNOLDS	325 S. WARD	641-799-5249	Marcia Reynolds
NAME	ADDRESS	PHONE NUMBER	SIGNATURE

FRANK CAUDRON	612 CLINTON	OTTUMWA IA	Frank Caudron
Janette Caudron	612 Clinton	OTTUMWA, IA	Janette R. Caudron
Cynthia Kelley	1000 N. Benton	OTTUMWA, IA	Cynthia Kelley
COLLEEN SHEWRY	1215 RICHMOND AVE	OTTUMWA, IA	Colleen Shewry
Lucille Schefer	3796 Washington Rd.	Eldon, IA	Lucille Schefer
Leslie Starr	P.O. Box 1845	Ottumwa IA.	Leslie Starr
MARY Turner	1417 Chester	OTTUMWA	Mary Turner
Sheila Freese	1417	ott	Sheila Freese
Ron Davidson	624 S. Moore St	OTT	Ron Davidson
Allen Mock	714 LAKE Rd	OTT	Allen Mock
Shenna Hummer	801 apt 910 W and	OTT	Shenna Hummer
Dianne HARTER	433 S. Webster	OTT	Dianne Harter
Ken Campbell	720 N Johnson	OTT	Ken Campbell
Sherry Campbell	720 N Johnson	OTT	Sherry Campbell
EdwIE Shull	214 N. Sheridan	OTT	Ed Shull
Charles Ludwig	11620 Rabbit Run Rd	OTT	Charles Ludwig
Linda Larkin	109 Osceola	OTT	Linda Larkin
GARY TENNIS	519 S. MILLERS	OTT	Gary Tennis
DIXIE PARKER	810 ELL		Dixie Parker
Jerry Waten	13878 45 th ST	OTTUMWA	Jerry Waten
STEVE OVERSTREET	1211 S. WEBSTER	OTTUMWA	Steve Overstreet
GARRY EATINS	1115 W. MARY	OTTUMWA	Garry Eatins
Mike OLLom	582 Crestview	OTTUMWA	Mike Ollom
Phil KESK	954 Johnson	OTTUMWA	Phillip Kesch
Dennis Basick	419 Ken Drive	OTTUMWA	Dennis R Basick
RITA ROKER	244 94th	OTTUMWA	Rita Roker
Jeff Keef	23822 Ridge Rd	Braxton	Jeff Keef
Jennifer Jordan	233 W. Alta Vista	OTTUMWA	Jennifer Jordan
Bill Staebli	1417 19627 th St	OTTUMWA	Bill Staebli
Larry Eklote	13640 65 th ST	OTTUMWA	Larry Eklote
Marcia Huddleston	4 Sussex	OTTUMWA	Marcia Huddleston
Dennis Huddleston	4 Sussex	OTTUMWA	Dennis Huddleston

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PETITION

We, the citizens of the town of Ottumwa, Iowa, urge the City Council to vote "No" on the proposed 50% for 20 years or 100% for 10 years tax rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Dary E. Steeples	2634 Kenwood	641-684-8570	Dary E. Steeples
Judith K Steeples	2634 Kenwood	641-684-8570	Judith K Steeples
Tom Courtney	6178 Madison	641-682-9297	Tom Courtney
Mike Courtney	2126 Kenwood	641-682-0322	Mike Courtney
Samantha Cain	2526 Kenwood	641-856-7305	Samantha Cain
Constance Lewis	316 E. Maple	641-682-5175	Constance Lewis
Jan W. Hub	707 Edwards Dr.	641-799-1414	Jan W. Hub
Cal Stephenson	619 Queen Anne ave	641-980-5478	Cal Stephenson
Kim Courtney	3 Friendly Ln	641-799-9663	Kim Courtney
Tim Kuntz	23 Schwartz	641-777-1321	Tim Kuntz
	ATTUMWA	6805945	
Danica Hoffman	2744 N Court	815-218-8453	Danica Hoffman
Todd Smith	16439 BUENOS AIRES BURLINGAME ROAD	641-680-2622	Todd Smith
Janis Mays	2658 Clearview	641-682-2002	Janis Mays
Josh Williams	2619 Clearview S	641-684-6105	Josh Williams
Todd Williams	2619 Clearview S	641-644-6105	Todd Williams

PETITION

We, the citizens of the town of Ottumwa, Iowa, urge the City Council to vote "No" on the proposed 50% for 20 years or 100% for 10 years tax rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Shirley A Gingrich	2610 Kenwood	641-683-3837	Shirley A. Gingrich
David Carl	2546 Kenwood	641-777-3114	David Carl
William Liberman	2536 Kenwood	641-682-5905	William H. Liberman
Chris Hunter	2523 Kenwood	641-777-2486	Chris Hunter
Jill Buckley	2519 Kenwood	641-226-4822	Jill Buckley
Lori Warner	2516 Kenwood	660 654 1838	Lori Warner
Mark Warner	2516 Kenwood	660 654-1838	Mark Warner
Zach Speers	2616 Kenwood St	641-208-1588	Zach Speers
Sabrina Long	2616 Kenwoods	319-409-3158	Sabrina Long
Matthew Kirkpatrick	2535 Kenwood	641-444-3000	Matthew Kirkpatrick
Kimberly Kirkpatrick	2535 Kenwood	641-444-2057	Kimberly Kirkpatrick
Layla Teel	173 E Rochester	641 954 1933	Layla Teel
Nicholas Teel		641 954 1932	Nicholas Teel
Joe Maines	205 Bonita	1-641-226-2184	Joe Maines
Victoria Ortiz	317 S. Ransom st.	641-680-5719	Victoria Ortiz
Shylee Rykuba	238 E Rochester	682 3089	Shylee Rykuba
Glenn Eagle	1314 Mowrey Ave	641-799-2752	Glenn Eagle
David Russell	2646 Meadowdale	641-682-4424	David Russell
Connie Chiles	2548 Meadowdale	641-777-0613	Connie Chiles
Gary Chiles	2548 Meadowdale	641-777-8184	Gary Chiles
Michelle Kirkpatrick	1715 Mowrey	641-226-0136	M. Kirkpatrick
Ken Bankson	2652 Kenwood	641-226-7065	Ken Bankson
Alicia Bankson	2652 Kenwood	641-226-8440	Alicia Bankson

PETITION

We, the citizens of the town of Ottumwa, Iowa, urge the City Council to vote "No" on the proposed 50% for 20 years or 100% for 10 years tax rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. VOTE NO!

NAME <i>PRINT</i>	ADDRESS	PHONE NUMBER	SIGNATURE
Sarah Black	2624 N COURT	641-799-5550	Sarah Black
Tucker Black	" "	641-226-8804	Tucker Black
Katherine Pumphrey	2650 Mendondale	641-799-3378	Katherine Pumphrey
Kenny Keith	376 E Rochester	641-680-0932	Kenny Keith
DANNIE LOWE	2520 KENWOOD	799-0632	D. Lowe
Corey Sheets	14 BEECHWOOD	680-1259	Corey Sheets
Barry Moore	2616 Meachwald	641-814-2724	Barry Moore
Jim Lester	506 Byron Rd	641-682-4790	Jim Lester
Sam	119 LYNWOOD	641-226-2917	Sam
Steve Buckley	210 E Rochester	641-260-1101	Steve Buckley
Dennis Anderson	2644 N COURT	641-682-4609	Dennis Anderson
Mary Neis	120 Mistletoe	641-777-3497	Mary Neis
Ruth Roth	2652 N COURT	641-799-1298	Ruth Roth
Shirley Smith	2631 N Court	641-682-1608	Shirley Smith
Jim Smith	1207 N. Fellows	641-680-2879	Jim Smith
Katherine Kane	307 E. Manning Ave	808-430-0252	Katherine Kane
Dustin Stewart	5198 118th Ave	641-455-0128	Dustin Stewart
Tom Stewart	5198 118th Ave	660-216-9270	Tom Stewart
William Anderson	1723 N Elm	641-682-3725	William Anderson
Dana Parrish	43 Schwartz Dr	641-777-3247	Dana Parrish
Jim Parrish	43 Schwartz	641-777-1040	Jim Parrish
Keitha Keith	376 E Rochester	641-799-5058	Keitha Keith
Renee Lober	2652 Cassview	641-777-0038	Renee Lober
Rn Lober	2652 Cassview	641-777-0032	Rn Lober

PETITION

We, the citizens of the town of Ottumwa, Iowa, urge the City Council to vote "No" on the proposed 50% for 20 years or 100% for 10 years tax rebate agreement to the developer, Huegerich Construction for the 108 unit apartment complex on Bonita Avenue until the residents sewer and flooding concerns are addressed as well as concerns with traffic flow in the neighborhood and onto the highway. VOTE NO!

NAME	ADDRESS	PHONE NUMBER	SIGNATURE
Phillip Reed	9131 N. Johnson	641 682 8200	Phillip Reed
Erick Gabel	743 Camille St.	(641) 455-6655	Erick Gabel
Jessica Jones	5 Beary rock. estates	641 455-8648	Jessica Jones
CHRISTINE NORMHOUT	956B 109TH AV.	314 604-0302	Christine Normhout
ROBERT NORMHOUT	956B 109TH AV OTTUMWA IA	314 308-7470	Robert Normhout
Dr. Alf	WALSH RIVER		Dr. Alf
Ken Jordan	301 Melrose	441-799-1748	Ken Jordan
Karl Bussanah	15225 Wanso	441 684 6885	Karl Bussanah
SHANNON Camepaal	115 N. Elm St.	386 225-9141	Shannon Camepaal
Patty Voss	17714 30th St.	641 680-1973 Ottumwa	Patty Voss
Moya Sheehy	45 Kingsley Dr	Ottumwa 641-777-9073	Moya Sheehy
Breanna Wilson	5155 W. 1st St.	Ottumwa IA 52501	Breanna Wilson
Kenneth Hazelwood	629 Wildwood Dr	Ottumwa Ia 52501	Kenneth Hazelwood
Sarah Hazelwood	629 Wildwood Dr	Ottumwa IA 52501	Sarah Hazelwood
Patrick Cowan	216 E. Maple Ave	641-777-6494	Patrick Cowan
Jerald Harter	18182 110th Ave	641-954-1689	Jerald R Harter
Mitchell Boyd	1802 Albia Rd	641-208-7875	Mitchell Boyd

Name	City	State	Postal Code	Country	Commented Date	Comment
Anthony Wiggins				US	11/26/2021	"Anthony Wiggins"
Heather Jones	Ottumwa	IA	52501	US	11/26/2021	"I pay 100% of the taxes on my property and feel others should as well"
Lori Drummond	Ottumwa	IA	52501	US	11/26/2021	"I live in the neighborhood and very concerned about traffic flow."
Rob Ransom	Ottumwa	IA	52501	US	11/26/2021	"The secrecy for which this entire thing got as far as it did is a farce."
Lacey Hopkins	Ottumwa	IA	52219	US	11/28/2021	"I'm concerned about my property value decreasing whilst my taxes increase"
Kathy Courtney	Ottumwa	IA	52501	US	11/28/2021	"I think things are moving way to fast. There are already sewer and flood issues"
Pam Evans	Ottumwa	IA	52501	US	11/28/2021	"Tax break for businesses that employ numerous people is fine but all other businesses are taxed the same"
Lora Sundquist	Ottumwa	IA	52501	US	11/28/2021	"There are still lots of questions that need to be answered"
Mark Gracey	Ottumwa	IA	52501	US	11/28/2021	"I have a new home and no tax break in fact taxes raised twice in one year"
Beckyc Crawford	chicago	IL	60617	US	11/29/2021	"My family lives there. I want to help them anyway I can."
denise dennis	ottumwa	IA	52501	US	11/29/2021	"Denise Dennis"
Jackie Moughler	Ottumwa	IA	52501	US	11/30/2021	"It needs to be addressed and maybe changed for the sake of the neighborhood"
Kathy McAllister	Ottumwa	IA	52501	US	11/30/2021	"From what I understood from the council is that, the city is trying to raise taxes"
Megan Zesiger	Ottumwa	IA	52501	US	12/1/2021	"I'm signing this because City Council needs to vote no!"

Comments
on Petition

ell. The potential detriment to the sewer system, property value and schools in that area is not worth the risk"

If your local government says anything about transparency in regards to this project they are all liars."

will go up to support a new/ larger school as Eisenhower will all too soon be over crowded, new side walks, streets, sewer, etc...this development is better suited
ooding issues with some of the houses on the frontage road. Investigate and talk to DP Plumbing because they've worked on helping residents there. They are co
bsolutely no tax break for this project!!!"

3 year."

ghborhood."

kill taking money from the city budget and pile the expense of sewer, water and flooding issues on the contractor for JBS...to the city it's a win situation for the ci

for a low to moderate income area as to not negatively impact our home/ neighborhood."

ncerned because the development is raised 17" which could cause issues with more residents. Plus, this development is on top of a coal mine. Is that safe? What |

ty budget and neighbors on Bonita, As long as the contractor fixes "ALL ISSUES" is the QUESTION. There are 65 acres on highway 34 by Rocket Fuel and our famous

happens when if it sinks? Will dangerous gases be released? Lastly, why give a rebate to an apartment complex? They don't bring any revenue or jobs to the city.

; 34 trailer court. Lots of room to expand. It is out of the city limits, close to shopping. The city doesn't want JBS to build on 34 because, it's not going to help relieve

We need their taxes to help with roads, bridges, and other expenses. If we don't make them pay taxes, then why should me or anyone else have to pay taxes?"

e Bonita residents of sewer , water and flooding in their neighborhood."



At 500 signatures, this petition is more likely to be **featured in recommendations!**



Lora Sundquist · 4 days ago

There are still lots of questions that need to be answered

♡ 1 · Report



Lacey Hopkins · 4 days ago

I'm concerned about my property value decreasing whilst my taxes will go up to support a new/ larger school as Eisenhower will all too soon be over crowded, new side walks, streets, sewer, etc...this development is better suited for a low to moderate income area as to not negatively impact our home/ neighborhood.

♡ 1 · Report



Megan Zesiger · 19 hours ago

I'm signing this because City Council needs to vote no!

♡ 0 · Report



Kathy McAllister · 1 day ago

From what I understood from the council is that, the city is trying to kill taking money from the city budget and pile the expense of sewer, water and flooding issues on the contractor for JBS...to the city it's a win situation for the city budget and neighbors on Bonita, As long as the contractor fixes "ALL ISSUES" is the QUESTION.... [Read more](#)

♡ 0 · Report



Jackie Moughler · 2 days ago

It needs to be addressed and maybe changed for the sake of the neighborhood.

♡ 0 · Report

Share this petition



At 500 signatures, this petition is more likely to be **featured in recommendations!**



Jackie Moughler · 2 days ago

It needs to be addressed and maybe changed for the sake of the neighborhood.

♡ 0 · Report



denise dennis · 2 days ago

Denise Dennis

♡ 0 · Report



Beckyc Crawford · 2 days ago

My family lives there. I want to help them anyway I can.

♡ 0 · Report



Pam Evans · 4 days ago

Tax break for businesses that employ numerous people is fine but absolutely no tax break for this project!!!

♡ 0 · Report



Kathy Courtney · 4 days ago

I think things are moving way to fast. There are already sewer and flooding issues with some of the houses on the frontage road. Investigate and talk to DP Plumbing because they've worked on helping residents there. They are concerned because the development is raised 17" which could cause issues with more residents. Plus, this ...

[Read more](#)

♡ 0 · Report

Share this petition



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Kathy Courtney · 4 days ago

I think things are moving way to fast. There are already sewer and flooding issues with some of the houses on the frontage road. Investigate and talk to DP Plumbing because they've worked on helping residents there. They are concerned because the development is raised 17" which could cause issues with more residents. Plus, this development is on top of a coal mine. Is that safe? What happens when if it sinks? Will dangerous gases be released? Lastly, why give a rebate to an apartment complex? They don't bring any revenue or jobs to the city. We need their taxes to help with roads, bridges, and other expenses. If we don't make them pay taxes, then why should me or anyone else have to pay taxes?

♡ 0 · Report



Rob Ransom · 5 days ago

The secrecy for which this entire thing got as far as it did is a farce. If your local government says anything about transparency in regards to this project they are all liars.

♡ 0 · Report

[View all reasons for signing](#)



[Report a policy violation](#)

Share this petition

Citizen Input Request Form

7 Dec 2021
Council Meeting Date

Name: Dennis Willhoit

Address: 334 E 5th St

Item No. to Address: Bonta - TIF
(Agenda will be provided to complete this section)

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

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

Citizen Input Request Form

12/07/21
Council Meeting Date

Name: Julia Blunt

Address: 319 Bonita Ave

Item No. to Address: 61

(Agenda will be provided to complete this section)

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

Bonita Housing Development
Development agreement

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



CITY OF
OTTUMWA

Citizen Input Request Form

12/7/21
Council Meeting Date

Name: Kathy Courtney

Address: 2621 Kenwood St

Item No. to Address: 01

(Agenda will be provided to complete this section)

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

Bonita Development

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Citizen Input Request Form

12.7.2021
Council Meeting Date

Name: JERRY PARKER

Address: 919 E. 4TH ST.

Item No. to Address: G1

(Agenda will be provided to complete this section)

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Citizen Input Request Form

12-7-2021

Council Meeting Date

Name:

Marty Anderson

Address:

Item No. to Address:

G-1

(Agenda will be provided to complete this section)

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CITY OF
OTTUMWA

Citizen Input Request Form

12-7-21

Council Meeting Date

Name: Shelley Courtney

Address: 117 W. Alta Vista

Item No. to Address: 61

(Agenda will be provided to complete this section)

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CITY OF
OTTUMWA

Citizen Input Request Form

12.7.21

Council Meeting Date

Name: David Bossou

Address: 1620 Greenwood Dr

Item No. to Address: Bonita

(Agenda will be provided to complete this section)

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