



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 30
Council Chambers, City Hall

November 1, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Hull, Pope, Roe, Galloway, McAntire and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 29 on October 18, 2022 as presented.
 2. Recommend appointment of Stephanie Perry to the Zoning Board of Adjustment, term to expire 12/12/2026 due to a vacancy.
 3. Small Business Saturday Mayoral Proclamation.
 4. Resolution No. 263-2022, authorizing the Mayor, City Administrator and Director of Finance to sign checks and make wire transfers.
 5. Resolution No. 264-2022, authorizing the City Administrator and Director of Finance to make investment purchases and sales in accordance with the City Investment Policy.
 6. Beer and/or liquor applications for: Benchwarmers Eatery & Sports Lounge with outdoor service area, 2209 Roemer; Fine Liquor & Tobacco, 819B Albia Road; all applications pending final inspections.
- C APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Ottumwa Cemetery Board of Trustees – Proposal from Willett-Hoffman to prepare plans and specifications for a new office and maintenance building in Ottumwa Cemetery for \$60,470.
 2. Heartland Humane – Garrett Ross
 3. City Administrator's Report

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

- E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:
(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)
- F. PUBLIC HEARING:
1. This is the time, place and date set for a public hearing on the proposed Conveyance of Certain Real Property locally known as 809 Glenwood Avenue, Ottumwa, Iowa to U.S. Bank, National Association.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 256-2022, approving and authorizing the conveyance of certain real property locally known as 809 Glenwood Avenue, Ottumwa, Iowa to U.S. Bank, National Association.

RECOMMENDATION: Pass and adopt Resolution No. 256-2022.

2. This is the time, place and date set for a public hearing on the application and proposal for the voluntary annexation of property to the City of Ottumwa, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 267-2022, approving an application for voluntary annexation of certain land (1235 Hutchinson Ave. Property) to the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 267-2022.

G. ORDINANCES:

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

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3210-2022.

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

1. Terminate the Mowing and Nuisance Clean-Up Services Contract between the City of Ottumwa and Iowa Fence Inc.

RECOMMENDATION: Authorize Director of Community Development to send thirty (30) day Notice of Termination to Iowa Fence Inc.

2. Consideration of Second Addendum to Real Estate Purchase Agreement by and between the City of Ottumwa and the Wapello County Historical Society.

RECOMMENDATION: Adopt the Second Addendum to Real Estate Purchase Agreement.

I. RESOLUTIONS:

1. Resolution No. 262-2022, authorize the Community Development Director to release a Request for Proposal RFP for Mowing and Nuisance Clean-Up Services for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 262-2022.

2. Resolution No. 265-2022, approve Company Fleet Usage and Driver Safety Policy.

RECOMMENDATION: Pass and adopt Resolution No. 265-2022.

3. Resolution No. 266-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Cooper Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 266-2022.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor,

step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 10/28/2022 TIME: 9:10 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on
11/01/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 2253
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
916416823269
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KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
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JOB NO. 2253
DEPT. ID 4717
ST. TIME 10/28 09:19
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 916606271885
916416823269
ERROR 916416847834
916416828482

KTVO
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CITY OF
OTTUMWA

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FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on 11/01/2022 at 5:30 P.M.

REGULAR MEETING NO. 29
Council Chambers, City Hall

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

The meeting convened at 5:59 P.M.

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

Hull moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 28 on Oct. 4, 2022 as presented; Recommend appointment of Jennifer Reynolds to Parks Adv. Brd., term to expire 9/29/2027 due to a vacancy and Corwin Williams to Public Safety Adv. Committee, term to expire 10/1/2024 due to a vacancy; Canvasser/Solicitor application for Workingman's Christmas Party to solicit donations within City Limits from Nov. 1 to Dec. 31, 2022; Approve purchase of six (6) galvanized light poles for Public Works Dept. for \$24,810; Accept bid and approve purchase of Ford F-350 Tool Truck for Parks Dept. from Stivers Ford for \$78,820; Res. No. 255-2022, fixing Nov. 1, 2022 as date for public hearing on proposal to convey certain real property locally known as 809 Glenwood Ave., Ottumwa, IA, to U.S. Bank, National Assoc., and providing for publication of notice thereof; Res. No. 257-2022, approving updates to Salary Schedule; Beer and/or liquor applications for: Mizu Hibachi & Sushi, Inc., 1111 Quincy Ave., Ste. 111; Mexico Lindo, 530 W. Second; Richmond & Ferry BP, 720 Richmond Ave.; all applications pending final inspections. All ayes.

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

City Admin. Rath introduced Finance Dir., Waseem Nasir and asked Exec. Dir. GOPIP, Roe, to provide quarterly update.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Keith Caviness requested to speak about Item G-1; Hunter McCoy, Nancy Anderson, Shawn Berry and Laura Berry requested to speak about Item G-3.

Galloway moved, seconded by McAntire to pass third consideration and adopt Ord. No. 3202-2022, an Ord. amending Appendix D, Electricity Franchise, with Interstate Power and Light Comp. for the purpose of imposing a Franchise Fee. Mr. Caviness presented a Petition containing 85 total signatures to the Ottumwa City Council stating citizens below respectfully request that you do not pass the final reading of the franchise fee bill for Ottumwa. We do not have enough money to pay add'l charges on our gas and electric bill for the next twenty-five yrs. Motion Carried 4-1. Nays: McAntire.

Roe moved, seconded by Pope to pass third consideration and adopt Ord. No. 3209-2022, an Ord. repealing Ord. No. 2888-2000 and granting to MidAmerican Energy Comp., its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and auth. the City to collect franchise fees for a period of 25 yrs. Motion Carried 4-1. Nays: McAntire.

Pope moved, seconded by McAntire to pass second consideration of Ord. No. 3210-2022, an Ord. Amending the Zoning Ord. of the City of Ottumwa, IA, by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing Zoning Admin. to note Ord. Number and date of this change on the Official Zoning Map. Mr. McCoy presented a petition containing 93 signatures of individuals living in Ottumwa that do not want this property rezoned to allow a Dollar General to be built. He also provided photographs taken inside one of the current Dollar General stores in Ottumwa showing a disorganized space with fire exits blocked. Ms. Anderson, Mr. Berry and

Mrs. Berry also voiced their disagreement of this rezoning and potential build. Concerns: jeopardize the safety of our citizens just to make more money, lower appraised values on their homes, future plans for the area-will more businesses build out here too? Vote taken: All ayes.

Discussion and direction regarding property acquisitions at 210 W. Main and 160 River Dr. Rath reported, on July 5, 2022, council adopted Res. No. 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection with an anticipated closing date of Aug. 17, 2022. As part of this acquisition, an abstract was ordered for completion prior to closing. On Sept. 20, 2022, council approved an addendum to the purchase agt. to extend the timeline for closing due to a delay in the abstract process. The City has rec'd abstracts for both properties; however, there is not sufficient information to provide a clean opinion of title. City Staff requested direction on how to proceed. Attorney Stone presented options for Council. The purchase agt. provides that the abstracts for the properties will show "marketable title" held by the Historical Society. There are some issues with the chain of title for these properties that may render title "unmarketable." However, note that the purchase agt. provides, following review of the abstract, that "Seller shall make every reasonable effort to promptly perfect title." Further, the purchase agt. provides that if Closing is delayed due to Seller's inability to provide marketable title, then either party could terminate the agt. The title issues present for both properties primarily arise out of a lack of recorded documents evidencing a chain of title prior to the deeds that transferred each property to the Historical Society. The Historical Society rec'd a deed for the depot property in 1987 and one for the clubhouse property in 2013. After discussion, Galloway moved, seconded by Pope to cont. with the current process and push out the closing to allow more time to complete the title opinion to get a "marketable title" and cont. working with Historical Society to get clean title on both properties. All ayes.

Oct. is National Community Planning Month; Simonson reported at the American Planning Assoc. IA Chp. Conference held in Ottumwa, the City of Ottumwa and Mission 500 rec'd the Best Practice Award for their work on housing. This award is a recognition that the City, Legacy Foundation, steering committee, RDG Planning and Design, Rippling Waters and their partners were the best example of planning practice, using public engagement to leverage the action necessary to improve housing in Ottumwa. Bradley J. Grefe, Grant Admin. from Area 15 RPC also provided information. Mayor Johnson issued proclamation to city staff.

Pope moved, seconded by Hull to auth. staff to prepare a simple agt. with GOPIP to sponsor a display for the 18th annual Holiday Nights and Lights. Mayor Johnson reported, the City has really supported this event by allowing GOPIP to set up in the Greater Ottumwa Park and graciously pays the electrical bill for services, but thought it would be a nice gesture to sponsor one of the less expensive displays. McAntire moved, seconded by Hull to amend the motion to auth. staff to prepare a simple agt. with GOPIP to sponsor a display, not to exceed \$300, for the 18th Annual Holiday Nights and Lights. Motion carried 3-2. Ayes: McAntire, Hull, Pope. Nays: Galloway. Abstain: Roe, as current Exec. Dir. of GOPIP.

Roe moved, seconded by Galloway to auth. pymts. to Garden & Assoc. for professional engineering services for easements plats and descriptions (temp. and/or permanent) for the CSO Blake's Branch, Phase VIII, Div. 1, East of Iowa Ave. Project. PW Dir. Seals reported total cost \$6,408.54. All ayes.

Roe moved, seconded by Galloway to approve proposal for professional services from Calhoun-Burns & Assoc., Inc. to prepare Feasibility Study for an elevated bridge on N. Quincy Ave. over Bear Creek and the IC&E Railroad Tracks. Seals reported cost of the study will be split between City and Wapello County. The Desktop Review will be charged at an hourly rate not to exceed \$6,500. All ayes.

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

Galloway moved, seconded by Pope that Res. No. 253-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for the 2022 Friction Seal Project, be passed and adopted. Seals reported CO#1 increases contract \$18,906.34; new contract sum \$128,420.84. All ayes.

Roe moved, seconded by Galloway that Res. No. 254-2022, approving CO No. 4 for N. Market Façade Improvements Project, be passed and adopted. Simonson reported the adjustment is \$7,188.75 which uses the remaining project contingency for this bldg. of \$3,981.89 and increases the contract sum by \$3,206.86. New contract sum \$280,983.86. All ayes.

Hull moved, seconded by Roe that Res. No. 258-2022, approving updates to Personnel Policy, be passed and adopted. HR Dir., Codjoe, highlighted all of the changes. All ayes.

Roe moved, seconded by Galloway that Res. No. 259-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for Lillian St. Reconstruction Project, be passed and adopted. Seals reported CO#1 increases contract \$14,060.42; new contract sum \$835,395.92. All ayes.

Pope moved, seconded by Roe that Res. No. 260-2022, approving and auth. purchase of certain real property, and auth. execution of a real estate purchase agt. with Estate of Robert F. Box, be passed and adopted. Seals reported the purchase of a vacant property at 1223 Albia Rd. is necessary for the development of the Albia Rd. and Quincy Ave. Roundabout Project. Court Officer Deed and Quit Claim Deed have been prepared by the estate. The agreed prices for the lot is \$15,000 adjusted for prorated taxes at date of closing. Once the project has been designed and total ROW is determined, the remaining lot will be disposed of to any interested party. All ayes.

Roe moved, seconded by Pope that Res. No. 261-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for 2022 RFP#2, West End Valve Check Installation Project, be passed and adopted. Seals reported CO#1 increased contract \$1,800; new contract sum \$10,000. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Matt Greiner provided an introduction for State Senate.

Council requested to have updates from Bridge City Sanitation and the Ottumwa Regional Airport.


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

Adjournment was at 8:05 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 10/29/2022.



November 1, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Zoning Board of Adjustment, term to expire 12/12/2026 due to a vacancy.

Stephanie Perry
126 E. Manning Ave.

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Zoning Board of Adjustment

Name: Stephanie Perry Telephone: 641-799-8828

Email: (optional) sperry@schwartzins.com

Address: 126 E Manning Ave ZIP: 52501

Business: Schwartz Insurance Telephone: 641-682-3481

Address: 106 W. 2nd St. ZIP: 52501

Date Available for Appointment Anytime E-Mail: sperry@schwartzins.com

Present occupation: Insurance Agent

Previous Employment: Customer Service @ Wolfe Eye Clinic

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Ottumwa Young Professionals Organization - past
Ottumwa Rotary Club - Current

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

State of Iowa Insurance License
State of Missouri Non-Resident Insurance License

Personal:

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

Yes _____ No X

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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

I have had to personally apply for a variance in the past, and would be interested in being involved in the process of the board.

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

Making certain that variances applied for are approved or rejected fairly, and making sure it benefits the community in a positive way.

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

I can help by being fair and unbiased, and keeping the community in the best interest. I believe since I have dealt with the zoning board of adjustment in the past, I can use my personal experience to benefit the board going forward.

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

Stephanie Perry
Signature

10/25/22
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	Insurance / Business Management
Advocacy experience	
Community involvement	Rotary
Current profession	Insurance Agent / Agency Owner
Highest level of education	College Degree (Bachelor's in Business Management)
Race	White
Creed	
Ethnicity	American
Color	White
Sex	Female
Sexual orientation	Heterosexual
Gender identity	Female
National origin	Greek / Irish / American
Age	37
Religion	N/A
Disability	N/A



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

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

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

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

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

My Date of Birth is 7/28/1985

Stephanie Louise Perry
Signature of Applicant

10/25/22
Date

Board/Commission applying for Zoning Board of Adjustment

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



**PROCLAMATION
Small Business Saturday
November 26, 2022**

WHEREAS, The government of Ottumwa, Iowa, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, According to the United States Small Business Administration, there are 32.5 million small businesses in the United States, they represent 99.7 percent of all firms with paid employees in the United States, are responsible for 62 percent of net new jobs created since 1995, and small businesses employ 46.8 percent of the employees in the private sector in the United States; and

WHEREAS, 79 percent of consumers understand the importance of supporting the small business in their community on Small Business Saturday®. 70 percent report the day makes them want to encourage others to Shop Small, independently-owned retailers, and 66 percent report that the day makes them want to shop small all year long; and

WHEREAS, 58 percent of shoppers reported they shopped online with a small business and 54 percent reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

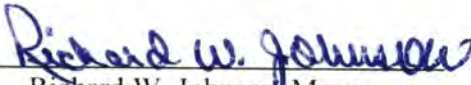
WHEREAS, Ottumwa, Iowa supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, Advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday®.

Now, therefore, I, Richard W. Johnson, Mayor of Ottumwa, Iowa do hereby proclaim, November 26, 2022, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.


Richard W. Johnson, Mayor

received
10.25.22 445p

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Christina Reinhard *CJR*

Prepared By

Philip Rath

Department Head

Finance

Department

PR

City Administrator Approval

AGENDA TITLE: Resolution No. 263-2022, Authorizing the Mayor, City Administrator and Director of Finance to Sign Checks and make Wire Transfers.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 263-2022.

DISCUSSION: This resolution updates the individuals who are authorized to sign checks and make wire transfers for the City of Ottumwa.

Individuals authorized by this resolution are Richard W. Johnson, Philip Rath and Waseem Nisar.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 263 - 2022

**AUTHORIZING THE MAYOR, CITY ADMINISTRATOR AND DIRECTOR OF
FINANCE TO SIGN CHECKS AND MAKE WIRE TRANSFERS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, the following individuals shall be authorized as signatories for the City of Ottumwa, Iowa.

Name

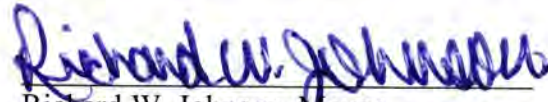
Richard W. Johnson
Philip Rath
Waseem Nisar

Title

Mayor
City Administrator
Director of Finance

PASSED AND ADOPTED this 1st day of November, 2022

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, CMC - City Clerk

received
10-25-22 4:45pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Christina Reinhard *cjr*

Prepared By

Philip Rath

Department Head

Finance

Department

PR

City Administrator Approval

AGENDA TITLE: Resolution No. 264-2022, Authorizing the City Administrator and Director of Finance to Make Investment Purchases and Sales in Accordance with the City Investment Policy.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 264-2022.

DISCUSSION: This resolution updates the individuals who are authorized to make investment purchases and sales in accordance with the City's investment policy.

Individuals authorized by this resolution are Philip Rath and Waseem Nisar.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 264 - 2022

**AUTHORIZING THE CITY ADMINISTRATOR AND DIRECTOR OF FINANCE TO
MAKE INVESTMENT PURCHASES AND SALES IN ACCORDANCE WITH THE
CITY INVESTMENT POLICY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, the following individuals shall be authorized to buy, sell, assign, and transfer securities and to execute any and all instruments necessary, proper and desirable for the purpose, in conformity with the Investment Policy for the City of Ottumwa, Iowa.

Name

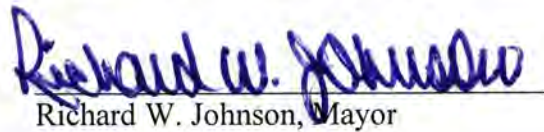
Philip Rath
Waseem Nisar

Title

City Administrator
Director of Finance

PASSED AND ADOPTED this 1st day of November, 2022

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, CMC - City Clerk

received
10-27-22 10:11AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

harrison

Council Meeting of: Nov 1, 2022

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Cemetery Office and Maintenance Building Proposal.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the proposal from Willett-Hoffman to prepare plans and specifications for a new office and maintenance building in Ottumwa cemetery for a fee of \$60,470.

DISCUSSION: On October 19, 2022, the Ottumwa Cemetery Board of Trustees voted to proceed with the office and maintenance building project and hire Willett-Hoffman of Cedar Rapids, Iowa to write plans and specifications for the project, for a fee of \$60,470. RFQ proposals were also received from Shive -Hattery and Veenstra and Kimm. Willett -Hoffman will also provide some project administration work for the project. The cost estimate from the architect for this project is \$975,000.

Source of Funds: APRA, CIP

Budgeted Item: Budget Amendment Needed: Yes

Lauren McIntyre

From: Gene Rathje
Sent: Friday, September 23, 2022 12:11 PM
To: Lauren McIntyre
Subject: FW: Cemetery fee range

Follow Up Flag: Follow up
Flag Status: Flagged

From: Paul Newman <pnewman@willetthofmann.com>
Sent: Friday, September 23, 2022 12:10 PM
To: Gene Rathje <rathjeg@ottumwa.us>
Subject: RE: Cemetery fee range

Gene – You're welcome. One item I want to point out is I forgot to include the 1,500sf mezzanine above the office area. Below is an updated construction cost and fee.

1. Building cost range (Ballpark) - \$125/sf - \$150/sf (bldg. & office) and \$75/sf - \$100/sf (mezzanine)
 - a. 6,900sf @ \$125/sf + 1,500sf @ \$75/sf = \$975,500
 - b. 6,900sf @ \$150/sf + 1,500sf @ 100/sf = \$1,185,000
2. Ballpark fee based on 6.2% of construction cost (includes Civil, Survey, Architectural, Structural, MEP, Bidding and CA)
 - a. \$975,000 x 6.2% = \$60,470
 - b. \$1,035,000 x 6.2% = \$73,470

My fee percentage lowered some, as the mezzanine only affects Structural and Architectural.

Thank you,

Paul Newman, AIA, NCARB, LEED AP
Architect



WilletHofmann.com

Serving Our Clients Since 1935

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

From: Gene Rathje <rathjeg@ottumwa.us>
Sent: Friday, September 23, 2022 11:56 AM
To: Paul Newman <pnewman@willetthofmann.com>
Subject: RE: Cemetery fee range

Paul,



Date: November 1, 2022
To: City Council (Meeting Packet)
From: Philp Rath, City Administrator
Re: Report to City Council and Citizens

In addition to providing a verbal report of issues and topics of interest in and around the City of Ottumwa, this memo has been prepared for inclusion in the council packet. This should serve as a reference for those who are not able to attend the meeting in person and may not have an opportunity to view it later.

Agreements: Heartland Humane Society: the contract expires at the end of the year. Staff is preparing a draft for consideration by Heartland and the City Council. One of the key issues revolves around compensation for the services provided. Other items of interest include the possibility of extending the contract to a multi-year deal and clarifying language and expectations – specifically related to the transfer of animals from the “hold period” to Heartland for potential adoption. Bridge City Sanitation: staff has a meeting set up with the owners of BCS (per the contract) to discuss any pending service issues. The request from City Council to speak at a meeting has been submitted. TBD-Legal Prosecution Services: the city has a Request for Proposal issued for any qualified individual or firm to provide prosecution services on behalf of the city.

Projects / Pending Legislation: Depot Acquisition: the attorney and others representing the seller for the depot and clubhouse have been working to resolve any questions regarding the ability to obtain clear title. They are optimistic that this will be resolved before the end of the year and have requested a second addendum to move the closing to a date on or before 12/30. This item is on the agenda for consideration tonight. Transfer of Transit Building: Since the transfer of transit operations to 10-15, Wapello County Emergency Management has approached the city to purchase the building. This building was under some federal and state obligations related to funding previously received for construction and remodel of the facility. Recently the city received authorization to proceed with the sale, but will first need to reimburse the federal and state entities for the remaining obligation. The city has received an invoice from the state and is awaiting the federal notice to present to city council for approval.

Boards, Committees, & Commissions: The Public Safety Advisory Committee is still looking for a couple of members. There are vacancies for a two-year and three-year member. The application is available on our website, or interested people can call City Hall for more information or to have an application mailed or e-mailed. The application form is general to all of our boards. Please review the list for our other committees and boards as there are a few vacancies in other committees as well.

received
10.13.22 830A

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 256-2022: RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA TO U.S. BANK, NATIONAL ASSOCIATION



Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comment,
Close public hearing,
Pass and adopt Resolution No. 256-2022.

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

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 1, 2022

5:30 p.m.

- Public hearing on the proposal to convey certain real property, being a portion of the property locally known as 809 Glenwood Avenue, Ottumwa, Iowa to U.S. Bank, National Association
- Resolution approving and authorizing the conveyance of certain real property, being a portion of the property locally known as 809 Glenwood Avenue, Ottumwa, Iowa to U.S. Bank, National Association

IMPORTANT INFORMATION

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

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

November 1, 2022

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa at 5:30 p.m., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

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

Absent: None

Vacant: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of the City's interest in real property, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

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

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

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

Whereupon, Council Member Roe then introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA TO U.S. BANK, NATIONAL ASSOCIATION", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: Hull, Pope, Roe, Galloway, McAntire

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 256-2022

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY LOCALLY
KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA
TO U.S. BANK, NATIONAL ASSOCIATION

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

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

(the "Property"); and

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

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

WHEREAS, pursuant to notice published as required by law, at this meeting, the City Council has held a hearing on the proposal to convey the City's interest in the Property pursuant to the terms and conditions of the Agreement, and has considered the extent of objections received from residents or property owners as to said proposed transaction; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

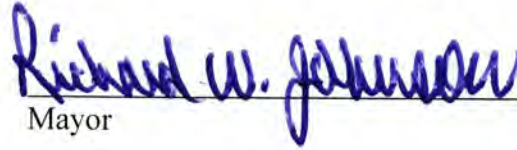
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the real property described herein shall be conveyed by the City to U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 for \$8,5000. Conveyance by the City shall be by quit claim deed.

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, including the execution of the necessary conveyance documents.

PASSED AND APPROVED this November 1, 2022.



Mayor

ATTEST:




City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of November, 2022.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa



Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated November 1, 2022 and is between the City of Ottumwa, Iowa (the "Seller") and U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer").

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Closing Costs.**

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

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

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

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

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

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

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

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

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

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

15. **Remedies of the Parties.**

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

specific performance.

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

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

If to the Seller:

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

If to the Buyer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:
CITY OF OTTUMWA, IOWA

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

By: Christina Reinhard
Christina Reinhard, City Clerk

BUYER:
U.S. Bank, National Association, as Indenture
Trustee for the AFC Mortgage Loan Asset
Backed Notes, Series 2000-3 by Select Portfolio
Services, Inc. as attorney-in-fact

By: C-L-W

Print Name: Cameron L. Ward
General Counsel

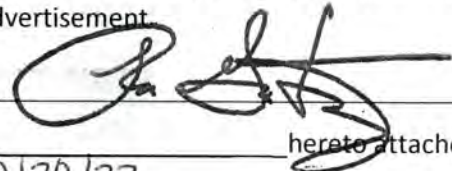
Its: _____

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

Notice of Public Hearing
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 10/20/22

Subscribed and sworn to before me, and in my presence, by the said 20th day of October, 2022



Notary Public

In and for Wapello County

Printer's fee \$31.46

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY TO U.S. BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE AFC MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2000-3, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on November 1, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer") for \$8,500 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as 809 Glenwood Avenue,

Ottumwa, Iowa and is legally described as follows: The West 54-1/2 feet of the East 109 feet of Lot 5 in Judge Williams Place, an Addition, to the City of Ottumwa, Wapello County, Iowa. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa. Dated this 18 day of October 2022. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa
End of Notice)

received
10-27-22 2:33p

CITY OF OTTUMWA


Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 267-2022: RESOLUTION APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 267-2022.

DISCUSSION: The owners of the property at 1235 Hutchinson have applied for voluntary annexation. This resolution would approve the request. The if Ordinance 3210-2022 is also adopted, the annexed property would be used to construct a Dollar General retail store. The store would be served by city sewer.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Future Land Use Plan did review this property as part of its planning area. The plan designates the property as suitable for Community Commercial Use. The area is identified as part of the Priority 3 Annexation Area. Accepting applications for voluntary annexation in this area would "best position the City for future development" and create "locations suitable for shovel-ready business development."

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 1, 2022

5:30 P.M.

- Public hearing on the application and proposal for the voluntary annexation of property to the City of Ottumwa, Iowa
- Resolution approving an application for voluntary annexation of certain land to the City of Ottumwa, Iowa

IMPORTANT INFORMATION

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

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

November 1, 2022

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 Johnson, in the chair, and the following named Council Members:

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

Absent: None

* * * * *

This being the time and place fixed for a public hearing on the matter of the application and proposal for the voluntary annexation of property to the City of Ottumwa, Iowa, the Mayor asked the City Clerk whether any written objections had been filed with respect to the proposed annexation. The City Clerk reported that zero written objections had been filed. The Mayor then called for any oral objections to the proposed annexation and none were made. The public hearing was then closed.

[attach summary of any comments or objections received]

Council Member Hull then introduced the following Resolution entitled "RESOLUTION APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA," and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: Hull, Pope, Roe, Galloway, McAntire

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 267-2022

RESOLUTION APPROVING AN APPLICATION FOR
VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE
CITY OF OTTUMWA, IOWA

WHEREAS, the City Council of the City of Ottumwa, Iowa, has received an application for voluntary annexation to the City requesting annexation of certain property adjacent to current City limits from all owners of said property, a copy of which application is attached hereto as Exhibit A and incorporated herein by this reference, and which property is legally described as follows:

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

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

and which property, when combined with the following described adjacent road right-of-way forms a proposed "Annexation Territory":

The adjacent road right-of-way to the centerline of Pennsylvania Ave.

AND

The adjacent road right-of-way to the centerline of Hutchinson Ave.

(the "Annexation Territory"); and

WHEREAS, all the above-described property is located in Wapello County, Iowa; and

WHEREAS, the above-described properties shall comprise a single territory proposed for annexation to the City of Ottumwa; and

WHEREAS, the Annexation Territory is not within two miles of the boundaries of any other city, and accordingly, is not within an urbanized area of another city; and

WHEREAS, in accordance with Iowa Code Section 368.7, by Resolution adopted September 6, 2022, this Council set a date for a consultation meeting with each county and township that contains all or a portion of the Annexation Territory, which consultation meeting was held on September 13, 2022 following mailed notice of such consultation meeting; and

WHEREAS, by Resolution adopted September 6, 2022, this Council set a date for a public hearing on the proposed annexation for this meeting of the Council and, in accordance with Iowa Code Section 368.7, due and proper notice of the public hearing was given by timely publication in the Ottumwa Courier, an official county newspaper in Wapello County, which is the only county in which the territory proposed to be annexed is located, and by mailing of notice not less than fourteen (14) business days prior to the date fixed as the date for the public hearing; and

WHEREAS, because the Annexation Territory contains road right-of-way owned by Wapello County, Iowa, the County Attorney of Wapello County was served with a notice of the public hearing and a copy of the application; and

WHEREAS, the City Council of the City of Ottumwa has fully considered said application, including all comments received during said public hearing, and finds its approval is in the public interest.

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

Section 1. That the application is hereby approved and accepted and the annexation of the Annexation Territory is hereby approved; and that the Mayor and 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 the annexation described herein.

Section 2. That the City Clerk is hereby directed to file a copy of the legal description and map of the Annexation Territory, and a copy of this Resolution, with (i) the Secretary of State, (ii) the Board of Supervisors of Wapello County, (iii) each affected public utility, and (iv) the State Department of Transportation.

Section 3. That the City Clerk is hereby directed to record a copy of this Resolution, with a copy of the legal description and map of the Annexation Territory attached, with the County Recorder of Wapello County.

Section 4. The City Clerk shall notify the City Council when the Secretary of State has acknowledged receipt of the legal description a map, and Resolution.

Section 5. That, upon the City Clerk's notification of acknowledgement by the Secretary of State, the Mayor and this Council should certify to the State Treasurer the actual population of the annexed property as determined by the last federal census of such property as required by Iowa Code Section 312.3(4).

Section 6. That, upon the City Clerk's notification of acknowledgement by the Secretary of State, the City Clerk shall provide the county election commissioner with a detailed map of the annexed territory, showing the ward designations for the annexed territory, consistent with Iowa Code Section 48A.27(3)(a).

Section 7. That, following completion of the annexation, the City Clerk shall file written notification of the annexation with (i) all public utilities operating in the annexed territory and (ii) the State Department of Revenue, consistent with Iowa Code Section 368.24.

PASSED AND APPROVED this 1st day of November, 2022.



Mayor

ATTEST:




City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 1st day of November, 2022.

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

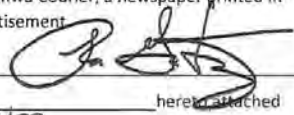


PROOF OF PUBLICATION

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

Notice of Application
City of Ottumwa



hereby attached

was published in said newspaper for 1 consecutive week's to-wit: 10/15/22
Subscribed and sworn to before me, and in my presence, by the said 15th day of October, 2022



Notary Public

In and for Wapello County

Printer's fee \$34.52

COPY OF ADVERTISEMENT

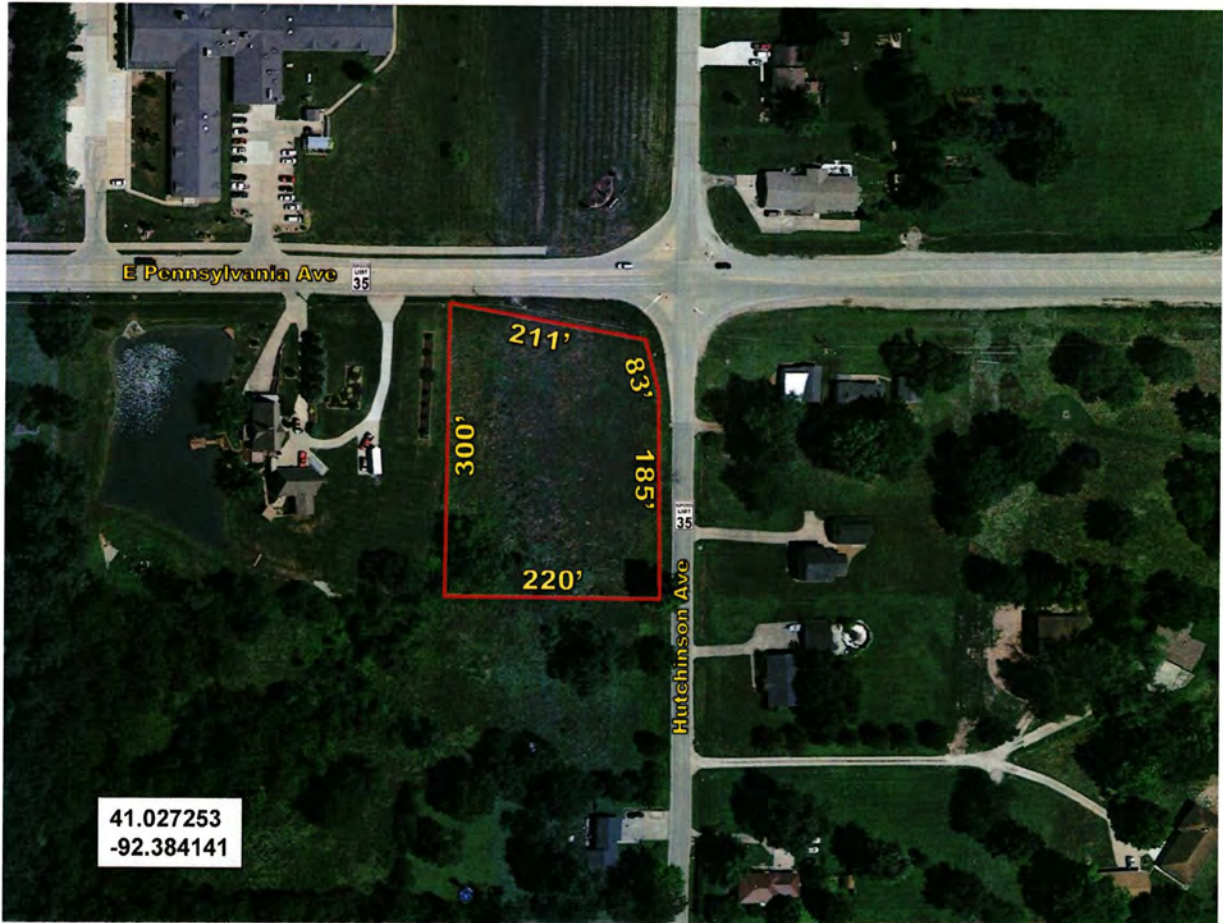
NOTICE OF APPLICATION FOR VOLUNTARY ANNEXTION OF PROPERTY TO THE CITY OF OTTUMWA, IOWA; AND THE PUBLIC HEARING THEREON The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on November 1, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, to consider an application for the voluntary annexation of territory into the City, which proposed territory for annexation includes the property described as follows: A part of Lot Nine (9) of Wm. Hammond's Subdivision of the South Half of the Northwest Quarter (NW 1/4) of Section 20, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa, being more particularly described as follows, to-wit: Beginning at the Northeast Corner of said Lot Nine (9); thence South 89°33'27" West along the South right of way line of East Pennsylvania Avenue in the City of Ottumwa, Wapello County, Iowa extended to the East, a distance of 219.97 feet; the South 2°06'21" West along an existing fence line and this line extended Southwesterly, a distance of 305.46 feet to a point on the South line of said Lot Nine (9) as heretofore evidenced by Iron Pins; thence North 89°37'19" East along the said South line of Lot Nine (9), a distance of 231.19 feet to an existing Iron Pin at the Southeast Corner of said Lot Nine (9); thence North along the East line of said Lot Nine (9), the same being the West right of way line of Hutchinson Avenue, a distance of 305.42 feet to the point of beginning. Half inch Iron Pins with Plastic Survey Caps, "Graham R.L.S. 3935" have been set at the Northeast, Northwest and Southwest Corners of the above described Tract of Land. AND The adjacent road right-of-way to the centerline of Pennsylvania Ave. AND The adjacent road right-of-way to the centerline of Hutchinson Ave. Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 386.7 of the Code of Iowa. Dated this 15th day of October, 2022, Chris Reinhard City Clerk, City of Ottumwa, State of Iowa

EXHIBIT A

A part of Lot Nine (9) of Wm. Hammond's Subdivision of the South Half of the Northwest Quarter (NW ¼) of Section 20, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa, being more particularly described as follows, to-wit:

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

EXHIBIT B



Type of Document: RESOLUTION APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA (INCLUDING LEGAL DESCRIPTION OF ANNEXATION TERRITORY)

Return Document to: Zach Simonson
City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501

Preparer Information: Jenna H.B. Sabroske
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 1 of Resolution.

02113166-1\10981-159

received
10.21.22 2:33P

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

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

Public hearing required if this box is checked.

RECOMMENDATION: Approve the third consideration, pass and adopt Ordinance No. 3210-2022.

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

Source of Funds:

Budgeted Item: Budget Amendment Needed:

and operation of a Dollar General retail store.

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

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

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

ORDINANCE NO. 3210-2022

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

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

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

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

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

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

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

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

Beginning at the Northeast Corner of said Lot Nine (9); thence South 89°33'27" West along the South right of way line of East Pennsylvania Avenue in the City of Ottumwa, Wapello County, Iowa extended to the East, a distance of 219.97 feet; the South 2°06'21" West along an existing fence line and this line extended Southwesterly, a distance of 305.46 feet to a point on the South line of said Lot Nine (9) as heretofore evidenced by Iron Pins; thence North 89°37'19" East along the said South line of Lot Nine (9), a distance of 231.19 feet to an existing Iron Pin at the Southeast Corner of said Lot Nine (9); thence North along the East line of said Lot Nine (9), the same being the West right of way line of Hutchinson


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

This rezoning is subject to the following conditions:

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

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


MICHAEL A. SMITHART
Title Holder


RONDA K. DENNIS-SMITHART
Title Holder

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

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

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

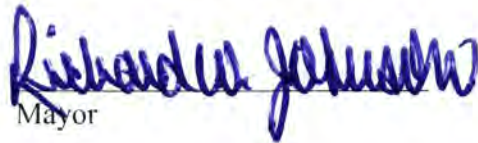
SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: October 4, 2022

Second Reading: October 18, 2022

Third Reading: November 1, 2022

Passed and adopted this 1st day of November, 2022.


Mayor

ATTEST:



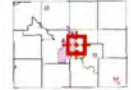
City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the 1st day of November, 2022 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____.

Chris Reinhard, City Clerk



Overview



Legend

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

Parcel ID	007072011323010	Alternate ID	n/a	Owner Address	Smithart, Michael A
Sec/Twp/Rng	20-72-13	Class	R		Dennis-Smithart, Ronda K
Property Address	1235 HUTCHINSON AVE	Acres	1.48		12378 Sycamore Rd
	OTTUMWA				Ottumwa, IA 52501-

District CENTER TWP/ OTTUMWA SCH
 Brief Tax Description PT LOT 9 OF WM H HAM
 MONDS SUB OF S1/2 NW
 SEC 20-72-13 BEING
 THE E'LY&EX PT SOLD
 & EX EASEMENT TO
 WAPELLO CO
 (1235 HUTCHINSON AVE
)

(Note: Not to be used on legal documents)

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

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10-25-22 445

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Zach Simonson

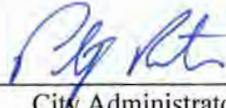
Prepared By

Zach Simonson

Department Head

Planning & Development

Department



City Administrator Approval

AGENDA TITLE: TERMINATE MOWING AND NUISANCE CLEAN-UP SERVICES CONTRACT WITH IOWA FENCE COMPANY

Public hearing required if this box is checked.

RECOMMENDATION: Authorize Director of Community Development to send 30-day Notice of Termination to Iowa Fence Company.

DISCUSSION: On April 1, 2022 the City began a five-year mowing and nuisance clean-up services contract with Iowa Fence Company. Staff has had numerous concerns about performance including failure to complete projects within the required five days, poor quality work and incorrect billing. Staff recommends exercising the contract provision that provides for termination after 30 days without cause. Another agenda item would release a new

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RFP to find a new mowing service contractor. There may be a period of time during the month of December and part of the month of January that no contractor will be selected. Requiring mowing services during that period is unlikely and Staff would seek one-off project agreements for any urgent clean-ups.



[CITY OF]
O T T U M W A

November 2, 2022

Via Certified Mail, Return Receipt Requested

Iowa Fence, Inc.
6750 Westown Pkwy #200-112
West Des Moines, IA 50266

RE: Notice of Termination

To whom it may concern:

This letter is being sent to you pursuant to the Termination provision contained in the Mowing Contract between the City of Ottumwa, Iowa ("City") and Iowa Fence, Inc. The City hereby notifies you that the City will terminate the Contract between the City and Iowa Fence, Inc. in 30 days.

Please take note and govern yourself accordingly.

This notice is given without waiver of any other rights the City may have at law, in equity, or otherwise.

Sincerely,

Zach Simonson
Director of Community Development
City of Ottumwa, IA
641.683.0694

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0606 Fax 641-683-0609

received
10-27-22 10:27 AM

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 1, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Second Addendum to Real Estate Purchase Agreement By and Between the City of Ottumwa and the Wapello County Historical Society

Public hearing required if this box is checked.

RECOMMENDATION: Adopt second addendum to real estate purchase agreement.

DISCUSSION: On July 5, 2022, the council adopted Resolution 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection with an anticipated closing date of August 17. On Sept. 20 a First Addendum to the real estate purchase agreement was approved. This addendum moved the closing date out to Oct. 5, 2022. As part of this acquisition an abstract was ordered for completion prior to closing. We have received the documents and are working through some issues to clear title. On Oct 18 City Council approved postponing the sale until marketable title could be obtained. The attached addendum to the purchase agreement moves the closing to a date ten business days following acceptance of marketable title, but not later than Dec 30, 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

**SECOND ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF OTTUMWA
AND
THE WAPELLO COUNTY HISTORICAL SOCIETY**

THIS SECOND ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT (the "Addendum") is made by and between THE CITY OF OTTUMWA, IOWA (the "Buyer") and THE WAPELLO COUNTY HISTORICAL SOCIETY, an Iowa non-profit corporation doing business as Iowa Heartland History Connection (the "Seller"). The Buyer and the Seller previously entered into a Real Estate Purchase Agreement dated as of July 5, 2022 (the "Agreement") regarding the Seller's sale of real property located at 210 W. Main Street, Ottumwa, Iowa and 160 River Drive, Ottumwa, Iowa to the City, under the terms and conditions set out in the Agreement.

WHEREAS, the Agreement provided that Closing would occur on or before August 17, 2022 (the "Closing Date"), however, the abstract for the Property had not yet been delivered to Buyer's counsel for review, as required by section 8 of the Agreement; and

WHEREAS, the First Addendum provided that Closing would extend to a date on or before October 5, 2022 (the "Closing Date"), however, the abstract for the Property has not yet displayed "marketable title", as is required by section 8 of the Agreement; and

WHEREAS, the parties are willing to agree to extend the Closing Date pursuant to this Addendum to the Agreement to provide for a delay in the Closing Date, as described herein.

NOW, THEREFORE, Buyer and Seller hereby agree to amend the Agreement, by the terms of this Addendum, which shall be incorporated fully therein.

Section 3(a) of the Agreement is hereby amended as follows:

Closing shall occur on a date mutually agreed to between the parties, to be scheduled within 10 business days following acceptance of "marketable title" for the Property by Buyer's attorney, but no later than December 30, 2022.

BUYER: CITY OF OTTUMWA, IOWA

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

Date: 11.1.2022

Attest By: Christina Reinhard
Christina Reinhard, City Clerk

Date: 11.1.2022

SELLER: WAPELLO COUNTY HISTORICAL SOCIETY

By: Thomas J. Leinhauser
Thomas J. Leinhauser, President

Date: 10/24/2022

By: JoElla Duprey
JoElla Duprey, Treasurer

Date: 10/24/2022

received
10-27-22 233p

Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 262-2022: A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR MOWING AND NUISANCE CLEAN-UP SERVICES

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 262-2022.

DISCUSSION: A previous agenda item terminates the existing mowing and nuisance clean-up services contract. This resolution would release a new request for proposals to select a replacement contractor.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 262-2022

A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR MOWING AND NUISANCE CLEAN-UP SERVICES

WHEREAS, the City of Ottumwa requires mowing services for certain City-owned properties and properties in violation of the City of Ottumwa nuisance code; and

WHEREAS, the City further requires nuisance clean-up services for properties in violation of the nuisance code; and


WHEREAS, the City's terminated its previous mowing and nuisance clean-up services contract effective December 1, 2022;

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

The Request for Proposals for Mowing and Nuisance Clean-Up Services be released for responses.

Approved, passed and adopted this 1st of November 2022.

ATTEST:


Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

BY Richard W. Johnson
Richard W. Johnson, Mayor

City of Ottumwa, Iowa

Request for Proposals:
Contractual Mowing and Nuisance Clean-Up Services
Date: November 2, 2022

I. Invitation for Bids

The purpose of the Request for Proposals (RFP) is to obtain bids for providing mowing and nuisance clean-up for City property, City right-of-way and nuisance abatement for the City of Ottumwa from January 1, 2023 through January 1, 2027.

All communications regarding this RFP should be directed to:

Zach Simonson
Director of Community Development
105 E Third St.
Ottumwa, IA 52501
simonsonz@ottumwa.us
641-683-0694

To be considered, each contractor must submit a completed proposal bid form, certificate of liability insurance and any additional information requested in the RFP with their proposed packet. The proposal bid form must be signed.

II. Scope of Work

The contractor will receive a list of City property and City right-of-way to keep regularly mowed and maintained at the beginning of each season. Property acquired by the City or otherwise requiring regular mowing may be added to the list during the season. City Staff will also contact the contractor throughout the season to request mowing or clean-up to abate a public nuisance on private property.

The work to be completed will include regular mowing of all established grasses and vegetation within each reported area in a neat and professional manner. Vegetation in and around structures, walks, trees, parking areas, sidewalks or other similar items shall be mowed to a neat appearance as well as string trimmed. The contractor shall neatly mow grass and vegetation to a height of 2.5 inches. All trash and debris in the mowing area shall be removed from the area before and after mowing by the contractor. Grass and vegetation clippings shall be blown or swept off of walkways, driveways, trails, sidewalks, etc. Vegetation clippings shall not be blown or deposited on to city streets. The contractor shall take a photo of each mowing project before and after mowing is completed and photos shall be provided with requests for payment.

Nuisance abatement clean-up requests will include a description of the work to be performed. Clean-up actions typically require picking-up and hauling to the landfill the following: indoor furniture, appliances and items incorrectly stored outdoors; trash and rubbish; brush piles; auto part and burn debris. The contractor is not responsible for landfill fees on clean-up items.

The chosen contractor must be able to comply with all elements listed in this section. Failure to comply on a given project can and will result in forfeit of payment for that project. Continued failure to comply can and will result in termination of a service contract. Elements include:

- The Jefferson Drainage Ditch will be mowed twice per year.
- All other property on the regular mowing list will be mowed every other week. Drier weather may require less frequent mowing and grass shorter than 5 inches should not be mowed.
- Nuisance mowing or clean-up project will be completed within 5 business days.
- Mowing height is 2.5 inches.
- Grass clippings will not be blown into City streets.
- All trash and debris in the mowing area will be disposed of before mowing.
- Damage to trees, light posts, sign posts, etc. by mowers or string is prohibited.
- Equipment operators must wear high visibility reflective safety vests, jackets or shirts at all times while operating equipment.
- Photos shall be taken of each mowing and nuisance clean-up project before and after the project is completed.
- The contractor should use a trailer sized at least 84 square feet for nuisance abatement clean-ups.
- All items listed on the nuisance clean-up request should be picked up and disposed of at the Ottumwa/Wapello County Landfill, Recycling Center or other approved location. The contractor shall not keep scrap or salvage material to sell for profit.

III. Instructions for Bidders

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the City of the Contractor's response to the RFP to determine if the proposal meets all criteria for consideration,
- Relevant experiences, project understanding, project requirements, strength of the proposal and proposed fees.

The Contractor's RFP response should include the following:

- Signed and completed proposed bid form detailing the unit prices for specific mowing services,
- A summary of Contractor's experience and qualifications,
- Two client references that the Contractor has currently or previously served,
- A certificate of liability insurance and automobile/mowing equipment insurance. The Contractor shall name the City as an additional insured and meet the liability limits included in the sample contract included as Exhibit A,
- Specify the employees or agents involved in completing contract services for the Contractor,

- Response packets can be submitted by email to simonsonz@ottumwa.us or by mail to Director of Community Development, City of Ottumwa, 105 E Third St., Ottumwa, IA 52501.

The Contractor should be aware of the following:

- The proposal should confirm that neither the Contractor nor any employee would be in a conflict of interest with respect to the proposal if the Contractor were selected,
- All proposals will be the property of the City of Ottumwa, IA and will be public records,
- The lowest priced proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement and make other adjustments as required in consultation with the successful Contractor,
- The City will provide a 1% cost preference for a Contractor located within the City limits of the City of Ottumwa.

IV. Standards of Performance

1. The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area caused by the actions of its employees or agents unless said damage occurred under circumstances beyond the contractor's reasonable control as determined by the City.
2. Any damage to public or private property caused by the Contractor's operations shall be resolved with the property owner within ten days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor and deduct these costs from any payment due the Contractor.
3. Contractor shall provide cell phone numbers, daytime office numbers, fax numbers and email addresses of supervisors handling this contract. The Contractor shall return all weekday, daytime calls or emails within four hours. The Contractor shall return all weekend, evening or holiday calls within four hours on the next business day.
4. Contractor shall take photographs before and after each mowing and clean-up project and provide photographs with the invoice for each project and upon request.
5. On nuisance abatement mowing and clean-up projects, property owners may attempt to interrupt the Contractor's work. The Contractor shall notify the property owner that its work is an authorized abatement at the direction of the City. The Contractor shall attempt to contact City Staff or the Police Department before abandoning a nuisance abatement project.

6. The Contractor shall invoice the City monthly for services rendered. Invoice should include the date, time and location of each project, the unit cost for each project and photographs of each project.

V. Selection Process

An evaluation committee comprised of City staff will review all response. The committee will select one RFQ response and bring that proposal to the City Council for consideration.

VI. Timetable

- **November 2, 2022:** RFP Released.
- **December 1, 2022 4:30PM:** Any questions concerning the RFP are due, by email Zach Simonson at simonsonz@ottumwa.us.
- **December 2, 2022 4:30PM:** Complete list of questions received by email and answers to questions will be sent to prospective respondents and attached to the RFP posting on the City website.
- **December 9, 2022 4:30PM:** RFP responses due.
- **December 14, 2022:** Evaluation committee will announce selection.
- **December 20, 2022:** City Council will consider agreement with selected Contractor.

VII. Attachments

- Exhibit A: Sample Contract
- Exhibit B: Current Mowing List
- Exhibit C: Map of Jefferson Park Drainage Ditch
- Proposed Bid Form
- Contractor References Form

CONTRACT

WHEREAS, the City of Ottumwa issued a Request for Proposals ("RFP") on DATE, seeking a contractor to provide mowing services for the City during the 2022 mowing season;

WHEREAS, NAME submitted a proposal in response to the City's RFP and has been determined to be the winning proposer on this solicitation.

NOW, THEREFORE, the parties agree as follows:

This contract made and entered into in triplicate at Ottumwa, Iowa, this 6th day of February, 2022, by and between the CITY OF OTTUMWA, IOWA, hereinafter called the "OWNER" and [SELECTED CONTRACTOR], hereinafter called the "CONTRACTOR". Said contract to be in effect for the 2022 mowing season. Contract shall commence April 1, 2022. The Contract will automatically renew for 4 additional 1-year periods unless either party gives a minimum of 30 days prior written notice before the anniversary date of each season. Such notice will be by Certified Mail.

WITNESSETH:

1. SERVICES TO BE PERFORMED: CONTRACTOR shall perform the following services for OWNER, and those other services as may be subsequently agreed to by mutual agreement of the parties:

The CONTRACTOR hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the terms of this contract consisting of: Mowing weed lots and other property retained by the OWNER as directed by the Director of Community Development as per specifications attached and made a part of this contract.

In the following location to wit:

City of Ottumwa, Iowa.

2. DAYS AND TIMES OF SERVICE: CONTRACTOR shall perform its services on days and times convenient to CONTRACTOR, unless and until OWNER notifies CONTRACTOR, whether verbally or in writing, of any limitations or requests on the specific day and time such services may or shall be performed. If the parties have already agreed to certain times/dates for services those dates are outlined here below:

IDENTIFY ANY DEADLINES FOR PERFORMANCE HERE.

3. INSTRUMENTATIONS: CONTRACTOR shall be solely responsible for providing any instrumentations, equipment, supplies, vehicle, etc. necessary to accomplish the designated services listed in this Agreement, unless otherwise provided by OWNER.

EXHIBIT A

4. COMPENSATION AND TERMS OF PAYMENT: CONTRACTOR shall bill OWNER monthly for services rendered in the prior thirty day period. OWNER shall make said payment to CONTRACTOR, at the address provided by CONTRACTOR, within 30 days of receipt of invoice from CONTRACTOR. Invoice shall include the date, time and location of each project, the unit cost for each project and photographs of each project.

Total prices set forth in the scope of services and defined in the Proposal are:

Mowing of lots less than one acre at,	\$xx per lot
Mowing of lots one acre or more at,	\$xx per hour
Cutting of weeds where hand work is necessary,	\$xx per hour
Mowing of Jefferson Park Drainage Ditch,	\$xx per occurrence

5. GENERAL COMPLIANCE: In the conduct of the services contemplated hereunder, CONTRACTOR shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by OWNER and other governmental authorities with jurisdiction over the work. CONTRACTOR must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

6. STANDARD OF CARE: Services provided by CONTRACTOR under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this Agreement create an independent contractor relationship between them. OWNER is interested only in the end results achieved by the Services of CONTRACTOR and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of CONTRACTOR. CONTRACTOR is not an agent or employee of OWNER for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. CONTRACTOR accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by OWNER on account of CONTRACTOR. CONTRACTOR is responsible for all withholding taxes, social security, unemployment, workers compensation and other taxes and insurance and shall hold OWNER harmless for any claim for the same.

8. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to CONTRACTOR. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social

EXHIBIT A

security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

9. INDEMNIFICATION: CONTRACTOR shall indemnify and hold OWNER harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that OWNER may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by CONTRACTOR. If a suit, action, arbitration or other proceeding is instituted by OWNER in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, OWNER, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by OWNER, including those incurred on appeal.

10. TERMINATION: This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by OWNER, without cause and for its convenience upon thirty (30) days written notice to the CONTRACTOR. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, CONTRACTOR shall be compensated for all services performed prior to the date of termination.

11. INSURANCE:

A. CONTRACTOR shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate OWNER as an additional insured, and that it cannot be canceled or materially altered without giving OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of OWNER is required.

B. CONTRACTOR shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate OWNER as an additional insured, and that it cannot be cancelled or materially altered without giving OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of OWNER is required.

C. CONTRACTOR shall provide Worker's Compensation coverage in accordance with State of Iowa statutes.

D. AGENTS AND SUBCONTRACTORS. CONTRACTOR shall require that any of its independent contractors, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of CONTRACTOR.

EXHIBIT A

E. Failure of CONTRACTOR to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

12. COMPLIANCE WITH LAWS: CONTRACTOR agrees that during the term of this Agreement and as a condition of OWNER's duty to perform under the terms of this Agreement that CONTRACTOR will be in compliance with all applicable federal and state laws, rules and regulations and the policies of OWNER.

13. ASSIGNMENT: CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties or obligations under this Agreement without the prior written consent of OWNER.

14. LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties of this contract, that in signing this contract, that time is of the essence. In the event that the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore, in the contract binding said parties, after due allowance for any extension of time which may be granted by the OWNER, the CONTRACTOR shall pay unto the OWNER, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore as being \$100.00 per each consecutive calendar day thereafter for each and every calendar day that the CONTRACTOR shall be in default.

Liquidated damages will be waived for any period of time by a time extension granted by the OWNER.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all Contractors under such contracts for any one day of delay in the final completion of the work, will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in the judgment of the OWNER.

The OWNER shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said CONTRACTOR, to sue for and recover compensation for damages for non-performance of this contract at the time stipulated herein and provided for.

15. GOVERNING LAW: This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Wapello County, Iowa, unless otherwise agreed by the parties.

16. NOTICES: All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at the following addresses:

EXHIBIT A

OWNER:

105 E. 3rd St.
Ottumwa, IA 52501

CONTRACTOR:

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

EXHIBIT A

IN WITNESS WHEREOF, this Contract has been executed in triplicate on the date first herein written.

CITY OF OTTUMWA

Richard W. Johson, Mayor

ATTEST:

Chris Reinhard, City Clerk

Contractor:

By: _____

Address

City, State, Zip

Phone Number

EXHIBIT B: Current Mowing List

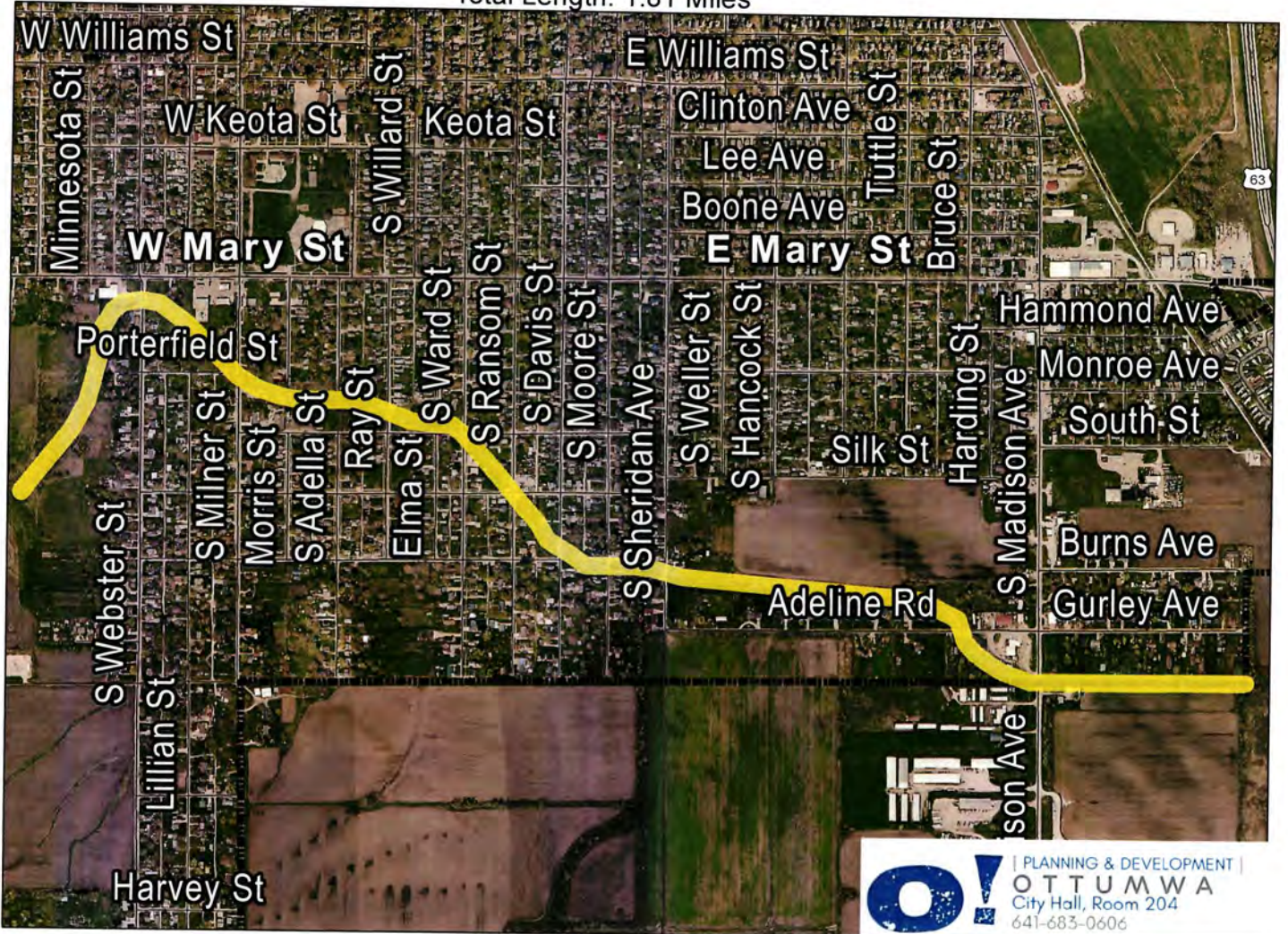
ADDRESS	OWNER
2ND ST E 1402	CITY OF OTTUMWA
2ND ST E 1605 TWO LOTS	CITY OF OTTUMWA
2ND ST W 1129	CITY OF OTTUMWA
3RD ST W 1025	CITY OF OTTUMWA
BELOW	CITY OF OTTUMWA
4TH ST W 513	CITY OF OTTUMWA
5TH ST W 319	CITY OF OTTUMWA
149 AND 5TH ANDERSON LARKIN A/F	STATE OF IOWA
63 @ WOODLAND AVE	STATE OF IOWA
ADAMS CUL-DE-SAC 600 BLOCK	CITY OF OTTUMWA
ALBIA RD, 2002	CITY OF OTTUMWA
ALTA VISTA ROW & CORNER BIRCHWOOD	CITY OF OTTUMWA
BENTON N N/T 215	CITY OF OTTUMWA
CALDWELL ST 201	CITY OF OTTUMWA
CALDWELL ST 210	CITY OF OTTUMWA
CALDWELL ST 230	CITY OF OTTUMWA
CENTER ST LOTS 29 30 31 32 33 34	CITY OT OTTUMWA
CHESTER AVE 817	CITY OF OTTUMWA
CLAY ST N 111	CITY OF OTTUMWA
CLAY ST N N/T 428	CITY OF OTTUMWA
COURT ST E 500 BLK LOTS 10 & 11	CITY OF OTTUMWA
COURT ST N 508	CITY OF OTTUMWA
COURT ST N 2411	CITY OF OTTUMWA
COURT ST N 2415	CITY OF OTTUMWA
COURT ST N/T 2716 DITCH	CITY OF OTTUWMA
DIVISION ST E N/T 1135	STATE OF IOWA
FELLOWS S 500 BLK	CITY OF OTTUMWA
FOSTER & ROEMER AVE	CITY OF OTTUMWA
FOSTER AVE S 230	CITY OF OTTUWMA
FRANK ST 322	CITY OF OTTUMWA
GLENWOOD 809	CITY OF OTTUMWA
GOW 2001 N/T 110 TRAU	STATE OF IOWA
GRAND 222	CITY OF OTTUMWA
GRANT ST 512 007411170008000	CITY OF OTTUMWA
GRANT ST 514 007411170011000	CITY OF OTTUMWA
GRANT ST LOT 10 007411170012000	CITY OF OTTUMWA
GREEN ST N 120	CITY OF OTTUMWA
HANCOCK ST N 536	CITY OF OTTUMWA
JEFFERSON PARK DRAINAGE DITCH	CITY OF OTTUMWA
JEFFERSON ST N 123	CITY OF OTTUMWA
JEFFERSON ST N 902	CITY OF OTTUMWA
JEFFERSON ST N 909	CITY OF OTTUMWA
MCPHERSON 331	CITY OF OTTUMWA
MCPHERSON 346	CITY OF OTTUMWA
MABLE ST 1531	CITY OF OTTUMWA

EXHIBIT B: Current Mowing List

MABLE ST 1706	CITY OF OTTUMWA
MABLE ST 1731	CITY OF OTTUMWA
MAIN ST E ROW A/F OLD 4 SQUARE CHURCH	CITY OF OTTUMWA
MAIN ST E 1810	CITY OF OTTUMWA
MAIN ST E 1912	CITY OF OTTUMWA
MAIN ST E 2102	CITY OF OTTUMWA
MAIN ST E 2202	CITY OF OTTUMWA
MAIN ST E 2425	CITY OF OTTUMWA
MAPLE AVE W 524	CITY OF OTTUWMA
MEADOW LOT 11 007411170014000	CITY OF OTTUMWA
MEADOW N/T LOT 11 007411170013000	CITY OF OTTUMWA
MEADOW N/T LOT 12 007411170015000	CITY OF OTTUMWA
MICHELLE @ MORRELL	CITY OF OTTUMWA
MILNER S 430	CITY OF OTTUMWA
MORRIS LOT 214	CITY OF OTTUMWA
NORRIS ST 724	CITY OF OTTUMWA
OTTUMWA 524 (COMM. TOWERS)	WAPELLO COUNTY
RANSOM ST N 107	CITY OF OTTUMWA
SHERIDAN S 621	CITY OF OTTUMWA
SPRING ST LOT 5 007411170007000	CITY OF OTTUMWA
SPRING ST 610 007411170006000	CITY OF OTTUMWA
UNION ST S 222	CITY OF OTTUMWA
VAN BUREN AVE S 201	CITY OF OTTUMWA
VERNON ST 523 - THREE LOTS	CITY OF OTTUMWA
WALNUT ST S 102	CITY OF OTTUMWA
WAPELLO ST N 507	CITY OF OTTUMWA
WARD TO RAY ON HARROD EAST 1/2 ONLY	CITY OF OTTUMWA
WARD ST N 119	CITY OF OTTUMWA
WARD ST S 226	CITY OF OTTUMWA
WEST ST 817	CITY OF OTTUMWA

Exhibit C: Jefferson Drainage Ditch

Total Length: 1.81 Miles



**PROPOSED BID FORM
CITY PROPERTY MOWING**

The undersigned has examined the Request for Proposals for City property mowing and agrees to furnish said service in accordance with those documents.

1. MOWING AND CUTTING OF WEEDS ON LOTS LESS THAN ONE ACRE IN SIZE

PRICE PER LOT: _____

2. MOWING AND CUTTING OF WEEDS ON LOTS ONE ACRE IN SIZE OR GREATER

PRICE PER HOUR: _____

3. MOWING AND CUTTING OF WEEDS ON LOTS WHERE HAND CLEARING OR OTHER MEANS IS NECESSARY

PRICE PER HOUR: _____

4. MOWING OF JEFFERSON PARK DRAINAGE DITCH

PRICE PER MOWING TOTAL DITCH PER OCCURRENCE: _____

5. NUISANCE ABATEMENT CLEAN-UP

PRICE PER HOUR: _____

CONTRACTOR REFERENCE FORM

Contractor shall provide two client references currently or previously serviced by the Contractor.

Client Name	Phone Number	Address

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City. If my bid is accepted, the undersigned further agrees to enter into contract for said mowing services according to instructions as issued by the City and at the time requested. A certificate of insurance as shown in the specifications must be provided.

 Name of Company or Individual

 Date

 Authorized Signature

 Phone Number

 Title

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 1, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #265-2022 - Approve Company Fleet Usage and Driver Safety Policy

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #265-2022

DISCUSSION: See Attached

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

We have three current policies regarding motor vehicle operations and taking home city vehicles. Those policies span from 1993 through 2012. All policies have been combined and then reviewed and adjusted into this policy that pertains to how we do business today.

Changes:

- 1) Establishing guidelines to establish driving privileges for employees. These were the practice but it had not been documented.
- 2) There are new CDL requirements that the federal government passed in February of 2022. We have to adapt our process of training and ensuring new employees can get their CDL which is a large portion of the policy. There are checklists in the appendix that will be used with the federal clearinghouse.
- 3) Employees that hold positions that do require a CDL will be reimbursed for their annual fee to upkeep their CDL.
- 4) Identified contracted employees ability to drive vehicles with written permission from contracted agency.
- 5) Identified what positions / vehicles qualify as a non-fringe benefit as per IRS standards.
- 6) Changed time frames that the Fringe Benefit Valuation Statement is due to payroll. Also changed the form.
- 7) Employees living outside of city limits and take a city vehicle home will be required to reimburse the city the standard mileage rate for miles outside city limits to their home.
- 8) Clarified requirements for employees who use personnel vehicles while on city business.

We have consulted with other cities on best practices, our insurance agents and IMWCA on recommendations for requirements and have also consulted with employees that the policy would directly affect. Department Heads have worked together to finalize this policy.

RESOLUTION NO. 265-2022

RESOLUTION APPROVE COMPANY FLEET USAGE AND DRIVER SAFETY POLICY

WHEREAS, the City of Ottumwa, Iowa had approved a Take Home Auto Policy on July 18, 1989 with a revised date of December 21, 1993, which incorporated the current practices regarding the take home vehicle standard practices as part of the document and;

WHEREAS, the City of Ottumwa, Iowa had approved a Motor Vehicle Operations policy in 1995, which incorporated the current practices regarding the standard practices of operating city vehicles as part of the document and;

WHEREAS, the City of Ottumwa, Iowa had approved a Motor Vehicle Operations policy on March 6, 2012, which incorporated the current practices regarding the standard practices of operating city vehicles as part of the document and;

WHEREAS, staff for the City of Ottumwa has reviewed the current policies regarding take home vehicles and the safe operation of said vehicles during employment 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 Company Fleet Usage and Driver Safety Policy to meet the needs of both employee and employer and finds that approval of said policy as revised, would be in the best interest of the City and the employees of the City, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Policy Statement #10 1989 and any supplements thereafter are hereby repealed and that the attached Company Fleet Usage and Driver Safety Policy are hereby adopted in their place with an effective date of November 1, 2022.

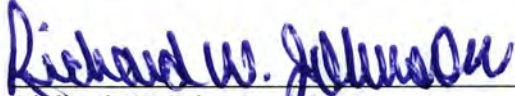
BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Policy No. 31-1995 and any supplements thereafter are hereby repealed and that the attached Company Fleet Usage and Driver Safety Policy are hereby adopted in their place with an effective date of November 1, 2022.

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the current Policy No. 51-2012 and any supplements thereafter are hereby repealed and that the attached Company Fleet Usage and Driver Safety Policy are hereby adopted in their place with an effective date of November 1, 2022.

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

PASSED, ADOPTED and APPROVED this 1st day of November 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



The City of Ottumwa recognizes the need for employees to drive city owned and personally owned vehicles during employment and non-employment periods, to respond to emergency situations, to protect city property and to take vehicles to private residences. These guidelines are established to provide guidance to employees, supervisors and department heads and assigning take home vehicles and establishing requirements incumbent upon the individual to whom the vehicles are assigned.

PURPOSE

The purpose of this policy is to ensure the safety of those individuals who drive city owned and personal vehicles and to provide guidance on the proper use of City fleet vehicles. Vehicle accidents are costly to our City, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. The employer expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely.

Any violation of this policy is grounds for disciplinary action, up to and including termination of employment. The City of Ottumwa retains the right to amend or terminate this policy at any time.

ELIGIBILITY

The City of Ottumwa Company Fleet Usage and Driver Safety Policy applies to all employees for the City of Ottumwa who are authorized to operate City vehicles or who are authorized to use their personal vehicles in conducting City business except elected officials. This policy also applies to all contract workers subject to the provisions in the contract with the temporary staffing agency.

This policy does not apply to emergency vehicles of the Police and Fire Departments. Exceptions may be made on a case-by-case basis, upon recommendation of the Department Head, subject to the approval of the City Administrator.

DRIVER CRITERIA & ADMINISTRATION

Employees holding jobs requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times. Department Heads shall be responsible for ensuring that all of their employees have a license to operate the type of vehicle used in their work, and that the employee's driving record justifies the operation of City vehicles.

If an employee is required to operate a motor vehicle as part of their job duties, that employee must maintain a valid operator's license and be insurable under the City's liability policy as a condition of continued employment. Employees must have a valid and current Driver's license to operate a City vehicle, or a personal vehicle with current auto insurance while on company business.

Employees approved to drive on company business are required to inform their supervisor or Human Resources of any changes that may affect either their legal or physical ability to drive or their continued insurability. Any employee who fails to report such information is subject to

disciplinary action. For employees required to drive as an essential function of their position, disciplinary action may include termination.

DRIVER RECORD REVIEWS

Prior to approving a driver and periodically thereafter, Department Heads or Human Resources must check the employee's driving record. An MVR (Motor Vehicle Report) will be conducted by Human Resources annually when an employee operates a City or personal vehicle while performing City business, following an accident, or more frequently if the driver is under disciplinary action, probation or a suspension as necessary. A driving record that fails to meet the criteria stated in this policy, will result in a loss of the privilege of driving a company vehicle.

A photocopy of each driver's state operator license will be kept on file with Human Resources. This will provide the necessary information for running a Motor Vehicle Report and review of the driver's restrictions.

The following are considered minimal guidelines to establish driving privileges for employees:

- No more than three convictions for moving traffic violations within any 12 month period within the last 5 years.
- Conviction of any traffic violation that is defined as serious by Iowa Code 761-615 within the last 5 years.
- Conviction of or pled guilty to reckless driving; driving with a suspended, denied, revoked, or barred license; hit and run; or leaving the scene; or
- Conviction of or pled guilty to driving while under the influence of alcohol or drugs, vehicular homicide, or any driving offense punishable as a felony;
- No Operating While Intoxicated (OWI) convictions in the last 5 years.
- No designation of being a "Habitual Offender" within the last 5 years.

**For implementation of the policy only, the lookback time period does not apply to current employees. All current employees will be required to adhere to the policy upon implementation.*

For purposes of reviewing driver records, the following will not affect eligibility or corrective action:

- Failure to use safety belts;
- Parking violations;
- Past convictions, suspensions, or revocations related to civil or criminal actions unrelated to driving or vehicle operation

Driving records will be reviewed as required by this policy on a case-by-case basis when requested by Human Resources. The driving-record reviews will be conducted as permitted by the provisions of the Federal Driver's Privacy Protection Act and Iowa Code 321.11, which regulates the use and disclosure of personal information from driver records. Access to the driving record is restricted to assigned staff in Human Resources; and members of the Vehicle Appeal Board.

TEMPORARY RESTRICTED DRIVING LICENSE

The installation of any ignition interlock device on City-owned or leased vehicles is prohibited. City departments may NOT approve a temporary driving permit for any employee whose driving privileges are restricted by a temporary restricted driving license that would require the installation of an ignition interlock device on a City vehicle or a personal vehicle used for City business. The City reserves the right to review the driving record of any driver to determine driver eligibility related to any vehicle (owned, non-owned, rented, borrowed, leased, or any other vehicle) for which the City may be held legally liable.

DRIVING STANDARDS

Employees are expected to drive in a safe and responsible manner and to maintain a good driving record. The Human Resources Department is responsible for reviewing records, including accidents, moving violations, etc., to determine if an employee's driving record indicates a pattern of unsafe or irresponsible driving, and to make a recommendation to City Administrator for suspension or revocation of driving privileges.

Employees are not permitted, under any circumstances, to operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal drugs, or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication. Failure to operate safely may result in termination of employment.

Drivers are required to inform their supervisor of any OWI tickets, suspensions or revocation of driving privileges immediately, regardless of which state they are received. Upon discovery that a current driver has been convicted of or pled guilty to a moving traffic violation or driving under the influence of alcohol or drugs, or that the driver's license has been denied, canceled, suspended, revoked, disqualified, or barred, the driver's status will be reviewed by the Department Head and Human Resources.

Drivers are responsible for operating a motor vehicle safely. To do this, you must focus your full attention on the driving task. Employees must comply with the Iowa Code regarding the use of electronic communication devices while driving. An employee may not write, send, or read a text message while driving a motor vehicle unless the motor vehicle is at a complete stop off the traveled portion of the roadway. The provisions of this section do not apply to public safety agencies performing official duties.

Seat belts are required to be worn in Iowa and must be used at all times; and the driver is responsible for making sure all passengers are also wearing their seat belts in accordance with state law. This includes all vehicles which have factory installed seat belts including skid loaders, utility carts, backhoes and mowers which have a Roll over Protection Structure (ROPS).

RESPONSIBILITY

Employees using a City vehicle shall assume responsibility for reporting any mechanical failures or difficulties to their immediate supervisor or Department Head. It shall be the responsibility of

department directors to see that their employees use City vehicles in accordance with the provisions of this policy.

Employees who are assigned City vehicles are responsible for keeping the vehicle interior and exterior clean, notifying the Central Garage when routine service is due, reporting any vehicle problems or defects and maintaining the vehicle according to City policy.

Employees are responsible for any driving infractions or fines as a result of their driving. Employees are required to report any moving or parking violations they receive while operating a City vehicle. Employees are responsible for final disposition (court appeal or payment of fine) for any traffic citation issued while operating their own vehicle for City business or while operating a City-owned vehicle. Failure to resolve a traffic related fine as with any other violation of a City ordinance is a performance issue subject to the disciplinary process separate from the act resulting in the traffic citation.

An employee operating a City-owned vehicle that activates a red light or speed camera shall be responsible for any related fee, unless the employee's Department Director determines that the incident was justified.

The driver is responsible for locking the vehicle when parking and may be held responsible for any items stolen from the vehicle if not properly secured. Use of any tobacco products, including smoking and smokeless tobacco as well as electronic cigarettes, is prohibited in City vehicles and equipment.

ACCIDENTS

Employees must report any accident, theft or malicious damage involving a company vehicle to their supervisor and the Human Resources Department immediately, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 48 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.

The local law enforcement agency shall be called to the scene and required to prepare an accident report that will be submitted to the Iowa Department of Transportation. The Auto Physical Damage/Auto Liability Claim Report in the glove box should be filled out regardless of fault and will help speed the insurance process. The driver of the City vehicle involved in the accident should provide all the necessary identification and insurance information to the other party involved.

Drug testing of the employee must occur if the accident involves a loss of human life; any person is transported from the scene for medical treatment; there is disabling damage to any motor vehicle requiring tow away; the employee receives a ticket for a moving traffic violation arising from the accident; or if there is reasonable suspicion that the employee is under the influence of drugs or alcohol. The driver may be held accountable for the deductible if the driver is found in violation of the driving policy.

- *For further information, please see the Accident Review Policy.*

COMMERCIAL DRIVERS LICENSE

The City of Ottumwa has certain positions that require the employee to hold a Commercial Driver's License (CDL). Additional controls are required by the state for drivers of vehicles requiring a CDL according to the Commercial Motor Vehicle Safety Act of 1986.

A CDL is required to operate any of the following vehicles:

- A single vehicle with Gross Vehicle Weight Rating (GVWR) over 26,000 pounds.
- A trailer with GVWR over 10,000 pounds if the gross combination weight is over 26,000 pounds.
- A vehicle designed to transport more than 15 people.
- Any vehicle requiring hazardous material placards.

**Firefighters are excluded from this requirement.*

Transporting hazardous materials or a regulated load weight without the proper CDL license can subject the driver and City to significant litigation. Federal regulations require that Iowa licensed commercial drivers must report ALL violations (except parking violations) to their employers within 30 days of conviction, whether the driver was operating a commercial or non-commercial vehicle.

The City of Ottumwa uses the Drug and Alcohol Clearinghouse from the Federal Motor Carrier Safety Administration (FMCSA). The City of Ottumwa must request a full query using the Clearinghouse for prospective employees' drug and alcohol violations before permitting employees to operate a commercial vehicle (CMV) on public roads. An employer must obtain the driver's electronic consent in the Clearinghouse prior to the release of detailed violation information during the full query.

The City of Ottumwa must request a limited annually query the Clearinghouse for each driver they currently employ. Employees must sign the General Consent – Limited Query providing their authorization to run the limited query.

Obtaining a CDL

The City of Ottumwa will pay for employees to obtain the required CDL for their position, as described below. Employees will be required to complete an online theory course and behind-the-wheel training given by a self-certified instructor.

Online Theory Course

- Employees will register online with DMACC for TRAN 544: CDL Entry Level Driver Training Theory Course. The course is taken 100% online and takes a minimum of 15 hours and a maximum 30 days to complete. Items required for entrance are:
 - Driver's License
 - CDL Commercial Learner's Permit from the Iowa DOT
 - MVR (obtained annually from the City)
 - DOT physical (obtained upon hire from the City)

Behind-the-Wheel Training

- Employees are required complete a practical behind-the-wheel (BTW) training class after the online theory course is completed. This training will be done on site, during working hours with a certified BTW Instructor.
 - Behind-the-wheel (BTW) instructor means an individual who provides BTW training involving the actual operation of a CMV by an entry-level driver on a range or a public road and meets one of these qualifications as outlined in §380.605:
 - Holds a CDL of the same (or higher) class and with all endorsements necessary to operate the CMV for which training is to be provided and has at least 2 years of experience driving a CMV requiring a CDL of the same or higher class and/or the same endorsement and meets all applicable State qualification requirements for CMV instructors
- Each employee requires successful completion of the BTW Training Checklist for the class of CDL they are obtaining. The employee and the BTW Instructor will sign the form confirming the training has taken place. These documents will be uploaded to the Federal Clearinghouse Site and the employee will be able to test for their CDL.

Costs

CDL Learner's Permit - \$12 (one-time reimbursement once obtained)

Online Theory Course - \$140 – the City will pay for this course through DMACC.

The City of Ottumwa will reimburse employees the difference from holding a Class C - Operator driver's license to their annual cost for maintaining their CDL and any required endorsements or restriction removals. This cost is calculated as follows:

Class A, B, or C CDL License	\$8 per year
Air Brake restriction removal	\$10 per year
Tank Vehicle Endorsement	\$5 per year
Total	\$23 per year
Class C – Operator License	- \$4 per year
Amount Reimbursed	\$19 per year

**Amounts figured as of August 2022*

This amount will be reimbursed to the employee on the next pay check after their annual MVR and Clearinghouse check have been cleared.

Behind-the-wheel instructors will be current City employees and will be compensated for their time spent training. To create a baseline training cost, we will reimburse trainers at the rate of 5% their hourly rate for time spent training. There will be a minimum of reimbursement of \$150 per trainee. The trainer will be reimbursed this amount after turning in completed checklists and forms to HR.

PROCESS

City vehicles will be permanently assigned to departments that have demonstrated a continued need for them. Employees who need transportation in the course of their normal work may be assigned a company vehicle for their use. Department Heads of the various city departments will be responsible for assigning city owned vehicles to their personnel.

City vehicles shall be used in the most economical and efficient manner, solely for the performance of City business. No City vehicle shall be used for personal benefit or personal business other than for commuting or de minimis personal use (such as stopping for a personal errand on the way between business and home).

All vehicles and equipment owned by the city are for official use only and cannot be used for personal business without prior approval of their supervisor. Those assigned a department vehicle or a fleet vehicle, who regularly work in the field most of the day, may drive the vehicle to lunch if they are away from the office when the lunch hour occurs, and if they have received approval from the responsible department director.

ASSIGNED DEPARTMENT VEHICLE

Factors that establish a need for a city-assigned vehicle include but are not limited to:

- The vehicle is used extensively each working day;
- It is less expensive to furnish a vehicle than to pay mileage;
- radio contact can be maintained with the employee;
- The nature of the assignment may cause unusual depreciation of the vehicle;
- A vehicle other than a passenger vehicle is required; or
- Other factors warrant such an assignment.

These vehicles will remain parked on City property at the end of the work day unless the job classification has been approved by the City Administrator to take the assigned vehicle home (please see the position vehicle assignments chart at the end of the policy. Employees in that job classification who have been previously approved to take home a City vehicle will be allowed to continue to do so until they are no longer performing in that job classification.

The vehicles must have City of Ottumwa stickers and vehicle numbers on them at all times with the exception of vehicles that, by their use, would exclude the use of such stickers or markings.

Only authorized persons are to be passengers in a City-owned vehicle. Authorized persons include customers, vendors, and fellow employees. Family members or friends should not be allowed as passengers in the City vehicle except as authorized for City events and as approved by the City Administrator. Personal use and trips outside of the City are not allowed without prior approval of the Department Head or City Administrator.

Emergency or Special Use Vehicles

An emergency use vehicle will be approved to the department by the City Administrator for take home use when the employee is frequently subject to 24-hour emergency calls throughout the year (e.g., public safety vehicles). A special use vehicle is one that carries special tools,

equipment, supplies, or parts needed to perform emergency work. The City Administrator may approve a department take home vehicle for portions of the year for seasonal duties such as snow removal.

Emergency/special use vehicles shall generally not be assigned to City personnel who live outside the City limits. Those employees assigned such vehicles that live outside the City limits shall reimburse the City for the distance traveled between their residences and the City limits. Such reimbursement shall be made monthly, and shall be at the rate equal to the mileage rate reimbursed to employees.

Contracted Employees

A contracted employee may operate a city vehicle with express written permission from the temporary staffing agency. This written permission must be on file, along with the contract for said position, with HR prior to operating a vehicle. The Motor Vehicle Report for the contracted employee will be run by the temporary staffing agency.

FRINGE BENEFIT (Working Condition Benefit)

Use of a company-owned vehicle is considered a fringe benefit. Generally, fringe benefits are taxable unless specifically excluded by law. As such, taxable fringe benefits are subject to employment taxes and are includible in the employee's Form W-2, Wage and Tax Statement. There are special rules to withhold, deposit and report the employment taxes on these benefits.

If an employer provides a vehicle for an employee's use, the amount excludable as a working condition fringe benefit is the amount that would be allowable as a deductible business expense if the employee paid for its use. Employees must substantiate their business use with adequate documentation in order to qualify it as an excludable working condition fringe benefit.

Qualified non-personal use vehicles

All of an employee's use of a qualified non-personal use vehicle is a working condition benefit. A qualified non-personal use vehicle is any vehicle the employee isn't likely to use more than minimally for personal purposes because of its design.

Qualified non-personal use vehicles generally include all of the following vehicles.

- Clearly marked, through painted insignia or words, police, fire, and public safety vehicles, provided that any personal use of the vehicle (other than commuting) is prohibited by the governmental unit.
- Unmarked vehicles used by law enforcement officers if the use is officially authorized. Any personal use must be authorized by the employer, and must be related to law-enforcement functions, such as being able to report directly from home to an emergency situation. Use of an unmarked vehicle for vacation or recreation trips can't qualify as an authorized use.
- Qualified specialized utility repair truck
 - Vans and pickup trucks do not qualify as qualified non-personal use vehicles unless specifically modified to be unlikely to allow more than minimal personal use.

- For example, a pickup truck qualifies if it is clearly marked with permanently affixed decals, special painting, or other advertising associated with your trade, business, or function and meets either of the following requirements.
 - It is equipped with at least one of the following items.
 - A hydraulic lift gate
 - Permanent tanks or drums
 - Permanent side boards or panels that materially raise the level of the sides of the truck bed
 - Other heavy equipment (such as an electric generator, welder, boom, or crane used to tow automobiles and other vehicles).
 - It is used primarily to transport a particular type of load (other than over the public highways) in a construction, manufacturing, processing, farming, mining, drilling, timbering, or other similar operation for which it was specially designed or significantly modified.
- Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
- Delivery trucks with seating for the driver only, or the driver plus a folding jump seat.
- A passenger bus with a capacity of at least 20 passengers used for its specific purpose and school buses. The working condition benefit is available only for the driver, not for any passengers.
- Tractors and other special-purpose farm vehicles.
- Bucket trucks, cement mixers, combines, cranes and derricks, dump trucks (including garbage trucks), flatbed trucks, forklifts, qualified moving vans, qualified specialized utility repair trucks, and refrigerated trucks.

Valuation of Personal Use of Employer-Provided Vehicles

The City shall follow IRS regulations regarding the valuation of fringe benefits for employees authorized to take home a City vehicle. The City of Ottumwa has chosen to follow the Commuting Valuation Rule when calculating the value of the benefit.

- Under this special IRS rule, the value of each one-way commute (from home to work or from work to home) is \$1.50. This amount will be included in the employee's taxable wages the paycheck after the Fringe Benefit Valuation Statement is due.
 - The employee should keep records to verify the number of commuting trips made.
 - Employees are required to fill out and turn in a Fringe Benefit Valuation Statement to the Payroll Department or their Department Head quarterly.
 - These statements are due by:
 - January 1st
 - April 1st
 - July 1st
 - October 1st

- This total amount will be added as gross income to the employee's pay statement. Taxes will be taken out and this income will also be reported on the employee's W-2 form each year.

More information on the taxation of automobiles, the automobile valuation rules and the treatment of fringe benefits in general can be found in Publication 15-B, Employer's Tax Guide to Fringe Benefits.

STORAGE

Except for these vehicles assigned to the Police Department's 24-Hour Take-Home Vehicle Program, vehicles assigned on an emergency/special use basis shall be stored on private property or City property, and not on the street at night or on weekends. If possible, City vehicles should be stored in a garage.

INSPECTION OF EQUIPMENT

The driver shall report any defects to the Central Garage that may have developed during the day. If the brakes are not working properly, they shall be adjusted or repaired before the vehicle is put in operation. Other items that affect safety shall be repaired before continued vehicle operation. All lights and reflectors of vehicle shall be inspected by the driver, and if found defective, they shall be reported and repaired immediately. The driver shall inspect windshield wipers frequently and see that they are in good operating condition and that the windows and windshield give sufficient visibility for safe operation of vehicle.

OPERATION

Before leaving a parked vehicle unattended off City property, the ignition key shall be removed and the vehicle locked to prevent theft or unauthorized starting of vehicle. Vehicles are to be driven in a manner such as to create a favorable impression on the public. Drivers shall exercise special precaution when:

- Children are playing on the roadway, alley or near the curb.
- Passing schools or play grounds.
- Approaching persons on bicycles.
- Driving during inclement weather.

BACKING PROCEDURES

Backing situations shall be avoided when practical, however, when vehicle must be backed, the following procedures shall be observed:

- The backing maneuver shall be accomplished upon arrival at site when possible.
- A safety zone shall be established before vehicle is moved. Establishing safety zone requires completing a 360-degree visual inspection around the vehicle looking for potential hazards. NOTE:

- The visual inspection shall include all sides of the vehicle and the intended travel path.

- Where possible, back from the driver's side.

Backing operations involving an obstructed view to the rear shall:

- Be equipped with a reverse signal (backup alarm) audible above the noise level of the surrounding area.
- Be backed with the assistance of a ground guide, whenever a second employee is available, stationed at the rear of the vehicle.

During all vehicle operations, the vehicle operator shall:

- Keep a constant lookout the entire time.
- Carefully check any blind areas.
- Back or move ahead slowly until clear of obstructions.
- Watch both sides. Do not depend entirely on mirrors.
- Enlist the aid of other employees to act as a ground guide whenever a second employee is in the vehicle or available at the job site

USE OF A PERSONAL VEHICLE

When no company vehicles are available, employees may use their own vehicles for business purposes with prior approval of their supervisor.

Authority to regularly receive mileage reimbursements for the use of a personal vehicle must be received from the City Administrator upon recommendation of the Department Head. Employees not assigned City vehicles are not allowed to use City vehicles without prior management approval.

Employees who operate personal vehicles for company business may be required to obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary as determined by their personal insurance agent. The employee or the employee's personal automobile insurance policy will be responsible for payment of any damage to the employee's personal vehicle while acting within his or her scope of employment or duties.

All employees using their personal vehicle for City business on a regular basis will, if requested, provide proof of insurance to the Human Resources Director.

Employees receiving a mileage allowance are prohibited from the use of the Central Garage for gas, vehicle washes, vehicle repairs, and all other services.

Mileage Reimbursement

Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. The mileage reimbursement rates include factors for variable costs, gasoline, oil, lubrication, tires, battery, washing, and winterization; and fixed costs— depreciation, repairs, insurance, and license fees. This does not include parking or toll charges.

In order to receive reimbursements for travel expenses in a personal vehicle, it is necessary that proper travel and training forms be completed. The mileage reimbursement form is attached to this policy.

Reimbursements will be made only for mileage traveled in conducting City business. Mileage for travel between home and work and between work and lunch does not qualify for reimbursement. The Human Resources Director may use any reasonable means of checking the validity of mileage reimbursement requests.

The City of Ottumwa recognizes the potential need for employees to drive city owned vehicles during employment and non-employment periods, to respond to emergency situations, to protect city property and to take vehicles to private residences. The City of Ottumwa has chosen to follow the Commuting Valuation Rule when calculating the value of the benefit.

- Under this special IRS rule, the value of each one-way commute (from home to work or from work to home) is \$1.50. This amount will be included in the employee's taxable wages each pay period in the amount of \$30 (\$3 per day x 10 working days in the pay period).

Employee ID#	Name	Vehicle #	A	Total days (2xA)	Total Amount (Total Days x \$1.50)
			# of days driven to work		
1234	John Smith	987	65	130	\$195

I hereby certify the above stated days account for times I drove a City of Ottumwa owned vehicle for commuting to and from work.

Employee Signature _____

Date _____

Due to Payroll quarterly

- January 1
- April 1
- July 1
- October 1

Department	Position	Specific Vehicle Assigned	Take-Home	Fringe Benefit
Airport	Director	Truck	No	Yes
Building & Code Enforcement	Director	No	No	Yes
Building & Code Enforcement	Building Inspector	No	Yes	Yes
Building & Code Enforcement	Planning & Zoning Coordinator	No	No	Yes
Public Works	Director	Car	Yes	Yes
Public Works	Superintendent	No	No	Yes
Parks	Director	Truck	Yes	Yes
Cemetery	Maintenance Worker	No	No	Yes
Engineering	City Engineer	No	No	Yes
Engineering	Engineering Supervisor	No	No	Yes
Engineering	Engineering Assistant	No	No	Yes
Engineering	Engineering Assistant II	No	No	Yes
Engineering	Engineering Design Tech	No	No	Yes
Engineering	Engineering Aide	No	No	Yes
IT	Manager	Yes	Yes	Yes
Landfill	Supervisor	No	No	Yes
Recycling	Coordinator	No	No	Yes
Fire	Chief	Yes	Yes	No
Fire	Deputy Chief	Yes	Yes	No
Parks	Utility Worker	No	No	Yes
Police	Chief	No	Yes	No
Police	Lieutenant	No	Yes	No
Public Works	Street Maintenance Supervisor	Yes	Yes	Yes
Public Works	Central Garage Supervisor	Yes	No	Yes
Public Works	Traffic Maintenance Supervisor	Yes	No	Yes
Public Works	Sewer Maintenance Supervisor	Yes	Yes	Yes
Public Works	Master Electrician	Yes	No	Yes
Public Works	Maintenance Electrician	Yes	No	Yes
Recycling	Utility Worker	No	No	Yes
WPCF	Superintendent	Yes	Yes	Yes
WPCF	Maintenance Supervisor	Yes	Yes	Yes

Department	Position	Specific Vehicle Assigned	Take-Home	Fringe Benefit
WPCF	Maintenance Tech	No	No	Yes
WPCF	Operations Supervisor	Yes	Yes	Yes
WPCF	Plant Operator	No	No	Yes
WPCF	Laboratory Supervisor	No	No	Yes
WPCF	Laboratory Technician	No	No	Yes
WPCF	Pre-Treatment Coordinator	No	No	Yes

**Entry Level Driver Training (ELDT)
Class A Commercial Driver's License (CDL)
Behind-the-Wheel (BTW) Training Checklist**

The purpose of this checklist is to document the Federally required ELDT BTW training has been completed in accordance with the Federal Motor Carrier Safety Regulations, 49 C.F.R. § 380.

BTW training must be conducted in a commercial motor vehicle for which the Class A CDL is required. Trainer must have a Class A CDL. Trainer will initial each completed Unit.

Driver and trainee will initial the bottom of each page when all Units on the page are complete.

Driver Trainee (employee in training)

Printed Name

Signature

Iowa Driver's License Number

Date

Instructor

Printed Name

Signature

Iowa Driver's License Number and CDL Class

Date

CLASS A CDL Behind-the-Wheel (BTW) – Range Checklist

BTW range training must teach driving exercises related to basic vehicle control skills and mastery of basic maneuvers, as covered in §§ 383.111 and 383.113 of this chapter, necessary to operate the vehicle safely. The training providers will teach activities in this unit on a driving range as defined in § 380.605. The training provider must teach "Get Out and Look" (GOAL) to the driver-trainee as it applies to units A2.2-2.6.

Proficient in
skill/Initial

Unit A2.1 Vehicle Inspection Pre-Trip/Enroute/Post-Trip

Driver-trainees must demonstrate proficiency in conducting pre-trip and post-trip inspections as specified in Equipment inspection and use (§ 392.7), and Driver vehicle inspection report (§ 396.11), including appropriate inspection locations. Instruction must also be provided on enroute vehicle inspections. Sections § 392.7 & 396.11 are included for reference.

Unit A2.2 Straight Line Backing

Driver-trainees must demonstrate proficiency in proper techniques for performing various straight-line backing maneuvers to appropriate criteria/acceptable tolerances.

Unit A2.3 Alley Dock Backing (45/90 Degree)

Driver-trainees must demonstrate proficiency in proper techniques for performing 45/90-degree alley dock maneuvers to appropriate criteria/acceptable tolerances.

Unit A2.4 Off-Set Backing

Driver-trainees must demonstrate proficiency in proper techniques for performing off-set right and left backing maneuvers to appropriate criteria/acceptable tolerances.

Unit A2.5 Parallel Parking Blind Side

Driver-trainees must demonstrate proficiency in proper techniques for performing parallel parking blind side positions/maneuvers to appropriate criteria/acceptable tolerances.

Unit A2.6 Parallel Parking Sight Side

Driver-trainees must demonstrate proficiency in proper techniques for performing sight side parallel parking maneuvers to appropriate criteria/acceptable tolerances.

Unit A2.7 Coupling and Uncoupling

Driver-trainees must demonstrate proficiency in proper techniques for coupling, inspecting, and uncoupling combination vehicle units, as applicable.

The instructor must document the total number of clock hours (one clock hour for each 60 minutes of instruction) each trainee takes to complete the BTW range curriculum – see attached training log.

Page Complete: _____ Page Complete: _____ Date: _____
Trainee Initial Instructor Initial

CLASS A CDL Behind-the-Wheel (BTW) – Public Road

The instructor must engage in active two-way communication with the driver-trainees during all active BTW public road training sessions. Skills described in paragraphs A3.8 through 3.12 of this section must be discussed during public road training, but not necessarily performed. Driver-trainees are not required to demonstrate proficiency in the skills described in paragraphs A3.8 through 3.12.

Proficient in
skill/Initial

Unit A3.1 Vehicle Controls: Left Turns, Right Turns, Lane Changes, Curves at Highway Speeds, and Entry and Exit on the Interstate or Controlled Access Highway

Driver-trainees must demonstrate proficiency in proper techniques for initiating vehicle movement, executing left and right turns, changing lanes, navigating curves at speed, entry and exit on the interstate or controlled access highway, and stopping the vehicle in a controlled manner.

Unit A3.2 Shifting/Transmission

Driver-trainees must demonstrate proficiency in proper techniques for performing safe and fuel-efficient shifting.

Unit A3.3 Communications/Signaling

Driver-trainees must demonstrate proficiency in proper techniques for signaling intentions and effectively communicating with other drivers.

Unit A3.4 Visual Search

Driver-trainees must demonstrate proficiency in proper techniques for visually searching the road for potential hazards and critical objects.

Unit A3.5 Speed and Space Management

Driver-trainees must demonstrate proficiency in proper habits and techniques for adjusting and maintaining vehicle speed, taking into consideration various factors such as traffic and road conditions. Driver-trainees must demonstrate proficiency in maintaining proper speed to keep appropriate spacing between the driver-trainee's CMV and other vehicles. Instruction must include methods for calibrating safe following distances under an array of conditions including traffic, weather, and CMV weight and length.

Unit A3.6 Safe Driver Behavior

Driver-trainees must demonstrate proficiency in safe driver behavior during their operation of the CMV.

Unit A3.7 Hours of Service (HOS) Requirements

Driver-trainees must demonstrate proficiency in the basic activities required by the HOS regulations, such as completing a Driver's Daily Log (electronic and paper), timesheet, and logbook recap, as appropriate.

Page Complete: _____ Page Complete: _____ Date: _____
Trainee Initial Instructor Initial

CLASS A CDL Behind-the-Wheel (BTW) – Public Road

Discussed
during training
Initial

Unit A3.8 Hazard Perception

Driver-trainees must demonstrate their ability to recognize potential hazards in the driving environment in time to reduce the severity of the hazard and neutralize possible emergency situations. Driver-trainees must demonstrate the ability to identify road conditions and other road users that are a potential threat to the safety of the combination vehicle and suggest appropriate adjustments.

Unit A3.9 Railroad (RR)-Highway Grade Crossing

Driver-trainees must demonstrate the ability to recognize potential dangers and to demonstrate appropriate safety procedures when RR-highway grade crossings are reasonably available.

Unit A3.10 Night Operation

Driver-trainees must be familiar with how to operate a CMV safely at night. Training providers must teach driver-trainees that night driving presents specific circumstances that require heightened attention on the part of the driver. Driver-trainees must be taught special requirements for night vision, communications, speed, space management, and proper use of lights.

Unit A3.11 Extreme Driving Conditions

Driver-trainees must be familiar with the special risks created by, and the heightened precautions required by, driving CMVs under extreme driving conditions, such as heavy rain, high wind, high heat, fog, snow, ice, steep grades, and sharp curves. Driver-trainees must demonstrate their ability to recognize the changes in basic driving habits needed to deal with the specific challenges presented by these extreme driving conditions.

Unit A3.12 Skid Control/Recovery, Jackknifing, and Other Emergencies

Driver-trainees must know the causes of skidding and jackknifing and techniques for avoiding and recovering from them. Driver-trainees must know how to maintain directional control and bring the CMV to a stop in the shortest possible distance while operating over a slippery surface. Driver-trainees must be familiar with proper techniques for responding to CMV emergencies, such as evasive steering, emergency braking, and off-road recovery. They must also know how to prevent or respond to brake failures, tire blowouts, hydroplaning, and rollovers.

The instructor must document the total number of clock hours (one clock hour for each 60 minutes of instruction) each trainee takes to complete the BTW range curriculum – see attached training log.

Page Complete: _____ **Page Complete:** _____ **Date:** _____
Trainee Initial *Instructor Initial*

Entry Level Driver Training (ELDT) Class B Commercial Driver's License (CDL) Behind-the-Wheel (BTW) Training Checklist

The purpose of this checklist is to document the Federally required ELDT BTW training has been completed in accordance with the Federal Motor Carrier Safety Regulations, 49 C.F.R. § 380.

BTW training must be conducted in a commercial motor vehicle for which the Class B CDL is required. Trainer must have a Class B CDL or higher. Trainer will initial each completed Unit.

Driver and trainee will sign the bottom of each page when all Units on the page are complete.

Driver Trainee (employee in training)

Printed Name

Signature

Iowa Driver's License Number

Date

Instructor

Printed Name

Signature

Iowa Driver's License Number and CDL Class

Date

CLASS B CDL Behind-the-Wheel (BTW) – Range Checklist

This unit must teach driving exercises related to basic vehicle control skills and mastery of basic maneuvers, as covered in §§ 383.111 and 383.113 of this chapter necessary to operate the vehicle safely. The training providers must teach driver-trainee activities in this unit on a driving range as defined in § 380.605. The training provider must teach “Get Out and Look” (GOAL) to the driver-trainee as it applies to units B2.2-2.6.

Proficient in
skill/Initial

Unit B2.1 Vehicle Inspection Pre-Trip/Enroute/Post-Trip

Driver-trainees must demonstrate proficiency in conducting pre-trip and post-trip inspections as specified in Equipment inspection and use (§ 392.7), and Driver vehicle inspection report (§ 396.11), including appropriate inspection locations. Instruction must also be provided on enroute vehicle inspections. Sections § 392.7 & 396.11 are included for reference

Unit B2.2 Straight Line Backing

Driver-trainees must demonstrate proficiency in proper techniques for performing various straight-line backing maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.3 Alley Dock Backing (45/90 Degree)

Driver-trainees must demonstrate proficiency in proper techniques for performing 45/90-degree alley dock maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.4 Off-Set Backing

Driver-trainees must demonstrate proficiency in proper techniques for performing off-set right and left backing maneuvers to appropriate criteria/acceptable tolerances..

Unit B2.5 Parallel Parking Blind Side

Driver-trainees must demonstrate proficiency in proper techniques for performing parallel parking blind side positions/maneuvers to appropriate criteria/acceptable tolerances.

Unit B2.6 Parallel Parking Sight Side

Driver-trainees must demonstrate proficiency in proper techniques for performing sight side parallel parking maneuvers to appropriate criteria/acceptable tolerances.

The instructor must document the total number of clock hours (one clock hour for each 60 minutes of instruction) each trainee takes to complete the BTW range curriculum – see attached training log.

Page Complete: _____ **Page Complete:** _____ **Date:** _____
Trainee Initial *Instructor Initial*

CLASS B CDL Behind-the-Wheel (BTW) – Public Road Checklist

The instructor must engage in active two-way communication with the driver-trainees during all active BTW public road training sessions. Skills described in paragraphs B3.8 through 3.12 of this section must be discussed during public road training, but not necessarily performed. Driver-trainees are not required to demonstrate proficiency in the skills described in paragraphs B3.8 through 3.12.

Proficient in
skill/Initial

Unit B3.1 Vehicle Controls: Left Turns, Right Turns, Lane Changes, Curves at Highway Speeds, and Entry and Exit on the Interstate or Controlled Access Highway

Driver-trainees must demonstrate proficiency in proper techniques for initiating vehicle movement, executing left and right turns, changing lanes, navigating curves at speed, entry and exit on the interstate or controlled access highway, and stopping the vehicle in a controlled manner.

Unit B3.2 Shifting/Transmission

Driver-trainees must demonstrate proficiency in proper techniques for performing safe and fuel-efficient shifting.

Unit B3.3 Communications/Signaling

Driver-trainees must demonstrate proficiency in proper techniques for signaling intentions and effectively communicating with other drivers.

Unit B3.4 Visual Search

Driver-trainees must demonstrate proficiency in proper techniques for visually searching the road for potential hazards and critical objects.

Unit B3.5 Speed and Space Management

Driver-trainees must demonstrate proficiency in proper habits and techniques for adjusting and maintaining vehicle speed, taking into consideration various factors such as traffic and road conditions. Driver-trainees must demonstrate proficiency in maintaining proper speed to keep appropriate spacing between the driver-trainee's CMV and other vehicles. Instruction must include methods for calibrating safe following distances under an array of conditions including traffic, weather, and CMV weight and length.

Unit B3.6 Safe Driver Behavior

Driver-trainees must demonstrate proficiency in safe driver behavior during their operation of the CMV.

Unit B3.7 Hours of Service (HOS) Requirements

Driver-trainees must demonstrate proficiency in the basic activities required by the HOS regulations, such as completing a Driver's Daily Log (electronic and paper), timesheet, and logbook recap, as appropriate.

Page Complete: _____ **Page Complete:** _____ **Date:** _____
Trainee Initial *Instructor Initial*

CLASS B CDL Behind-the-Wheel (BTW) – Public Road

Discussed
during training

Unit B3.8 Hazard Perception

Driver-trainees must demonstrate their ability to recognize potential hazards in the driving environment in time to reduce the severity of the hazard and neutralize possible emergency situations. Driver-trainees must demonstrate the ability to identify road conditions and other road users that are a potential threat to the safety of the combination vehicle and suggest appropriate adjustments.

Unit B3.9 Railroad (RR)-Highway Grade Crossing

Driver-trainees must demonstrate the ability to recognize potential dangers and to demonstrate appropriate safety procedures when RR-highway grade crossings are reasonably available.

Unit B3.10 Night Operation

Driver-trainees must be familiar with how to operate a CMV safely at night. Training providers must teach driver-trainees that night driving presents specific circumstances that require heightened attention on the part of the driver. Driver-trainees must be taught special requirements for night vision, communications, speed, space management, and proper use of lights.

Unit B3.11 Extreme Driving Conditions

Driver-trainees must be familiar with the special risks created by, and the heightened precautions required by, driving CMVs under extreme driving conditions, such as heavy rain, high wind, high heat, fog, snow, ice, steep grades, and sharp curves. Driver-trainees must demonstrate their ability to recognize the changes in basic driving habits needed to deal with the specific challenges presented by these extreme driving conditions.

Unit B3.12 Skid Control/Recovery, Jackknifing, and Other Emergencies

Driver-trainees must know the causes of skidding and jackknifing and techniques for avoiding and recovering from them. Driver-trainees must know how to maintain directional control and bring the CMV to a stop in the shortest possible distance while operating over a slippery surface. Driver-trainees must be familiar with proper techniques for responding to CMV emergencies, such as evasive steering, emergency braking, and off-road recovery. They must also know how to prevent or respond to brake failures, tire blowouts, hydroplaning, and rollovers.

The instructor must document the total number of clock hours (one clock hour for each 60 minutes of instruction) each trainee takes to complete the BTW range curriculum – see attached training log.

Page Complete: _____ **Page Complete:** _____ **Date:** _____
Trainee Initial *Instructor Initial*

The instructor must document the total number of clock hours (one clock hour for each 60 minutes of instruction) each trainee takes to complete the BTW **Range** curriculum.

<i>Driver Trainee Name:</i>				
Date	Driving Skills Practiced	Driving Time	Skills needing more practice – notes	Instructor Initials
Total Practice time		Instructor Signature		

General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I, _____, hereby provide consent to the City of Ottumwa to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I understand that I am consenting to an annual limited query each year that I am employed with the City of Ottumwa.

I understand that if the limited query conducted by the City of Ottumwa indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the City of Ottumwa without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the City of Ottumwa to conduct a limited query of the Clearinghouse, the City of Ottumwa must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Prospective Employee Signature

Date

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: November 1, 2022

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

Ph Rt

City Administrator Approval

AGENDA TITLE: Resolution #266-2022. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the Cooper Avenue Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #266-2022.

DISCUSSION: This project involved full depth, full width, PCC reconstruction of Cooper Avenue (Main Street to Second Street). Reconstruction of storm intakes and sewer replacement as needed.

Change Order #1 decreases the contract sum by \$34,683.25.

Original Contract Amount	\$474,088.00
Change Order #1	<u>\$(34,683.25)</u>
New Contract Amount	\$439,404.75
Less Previous Payments	\$411,248.35
Final Amount Due	\$ 28,156.40

New contract sum is \$439,404.75.

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

Estimated cost:	\$ 645,444.00
Budgeted amount:	\$ 645,444.00
Bid Amount:	\$ 474,088.00

Source of Funds: FY20/21 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #266-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE COOPER AVENUE RECONSTRUCTION PROJECT


WHEREAS, The City Council of the City of Ottumwa awarded a contract on February 15, 2022 with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$34,683.25. The total new contract sum is \$439,404.75. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Cooper Avenue Reconstruction Project is hereby accepted as complete and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$28,156.40 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of November, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Cooper Ave Reconstruction

To Contractor: Drish Construction

Change Order Number: 1

The Contract is changed as follows:

adjustment of qtys	26-Oct-22
CO #1 Change Scope of 18" Sanitary Sewer Const.	-\$36,270.75
CO#2 Addition of working days for Gas Relocate	\$0.00
CO#3 Curb Cut for Driveway	\$575.00
CO#4 Driveway Addition-curb cut	\$1,012.50
	\$0.00
	\$0.00
Total:	(\$34,683.25)

Base bid amount \$474,088.00

NEW PROJECT TOTAL \$439,404.75

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	\$474,088.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this change order	\$474,088.00
The Contract Sum will be <u>decreased</u> by this change order in the amount of	(\$34,683.25)
The new Contract Sum including this change order	\$439,404.75
The Contract Time will be <u>increased</u> by	6 days

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

Larry Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

10-27-22
DATE

Drish Construction
CONTRACTOR

10/27/22
DATE

Brian Smith
BY

Project Manager
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Cooper Ave Reconstruction

PAY REQUEST NO. 4

FROM CONTRACTOR: Drish Construction

PAY PERIOD: 26-Oct-22

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$474,088.00</u>
2. Net change by Change Orders	<u>(\$34,683.25)</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$439,404.75</u>
4. Total Completed and Stored to Date	<u>\$439,404.75</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$439,404.75</u>
7. Less Previous Payments	<u>\$411,248.35</u>
8. Current Payment Due	<u>\$28,156.40</u>

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

CONTRACTOR: Drish Construction Inc.

DATE: 10/27/22

BY: Brenda Smith

TITLE: Project Manager

ENGINEER'S CERTIFICATE FOR PAYMENT

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

Phil Boyman
ENGINEER

AMOUNT CERTIFIED: \$28,156.40

DATE: 10-27-2022

Danny Seal
DIRECTOR OF PUBLIC WORKS

DATE: 10-27-2022

Cooper Ave Reconstruction		Dish Construction		AS BUILT		QUANTITY		STORIED MA		
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	OVER/UNDER	% OF CONTRACT	QTY	PRICE
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	145	\$50.00	\$7,250.00	145	\$0.00	100.00%		\$0.00
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	551	\$25.00	\$13,775.00	551	\$0.00	100.00%		\$0.00
3	EXCAVATION, CLASS 10, UNSUITABLE OR UNSUITABLE MATERIAL	CY	100	\$72.00	\$7,200.00	97.2	(\$201.60)	97.20%		\$0.00
4	SUBGRADE PREPARATION	SY	2670	\$4.00	\$10,680.00	2561	(\$436.00)	95.92%		\$0.00
5	MODIFIED SUBBASE	SY	2670	\$10.00	\$26,700.00	2561	(\$1,080.00)	95.92%		\$0.00
6	TRECH COMPACTON TESTING	LS	1	\$3,500.00	\$3,500.00	1	\$0.00	100.00%		\$0.00
7	SANITARY SEWER, TRENCHED, PVC, 12"	LF	20	\$145.00	\$2,900.00	7	(\$1,865.00)	35.00%	0	\$31.15
8	SANITARY SEWER, TRENCHED, PVC, 18"	LF	40	\$200.00	\$8,000.00	14	(\$5,200.00)	35.00%	0	\$81.52
9	SEWER SERVICE, SANITARY 6 IN. DIA.	LF	50	\$198.00	\$9,900.00	0	\$0.00	0.00%		\$0.00
10	SANITARY SEWER, REMOVAL OF PIPE < 36 IN.	LF	50	\$50.00	\$2,500.00	21	(\$1,050.00)	42.00%		\$0.00
11	STORM SEWER REMOVAL OF PIPE < 36 IN.	LF	100	\$50.00	\$5,000.00	50	(\$2,500.00)	50.00%		\$0.00
12	STORM SEWER, TRENCHED, 15" RCP	LF	54	\$85.00	\$4,590.00	54	\$0.00	100.00%		\$0.00
13	STORM SEWER, TRENCHED, 18" RCP	LF	24	\$90.00	\$2,160.00	15	(\$1,350.00)	62.50%	0	\$23.04
14	SUBDRAIN, STD, PERFORATED, 4"	LF	1435	\$12.00	\$17,220.00	1385	(\$810.00)	96.52%		\$0.00
15	SUBDRAIN OUTLET (4040.233)	EA	4	\$305.00	\$1,220.00	6	\$610.00	150.00%		\$0.00
16	WATER SERVICE STUB, COPPER, 3/4 IN.	EA	5	\$1,500.00	\$7,500.00	0	\$0.00	0.00%		\$0.00
17	MANHOLE, SANITARY SEWER, SW-303	EA	1	\$7,200.00	\$7,200.00	2	\$14,400.00	200.00%	0	\$60.05
18	SINGLE GRATE INTAKE, SW-501	EA	2	\$4,500.00	\$9,000.00	2	\$0.00	100.00%		\$0.00
19	SINGLE GRATE INTAKE, SW-503	EA	2	\$7,500.00	\$15,000.00	2	\$0.00	100.00%		\$0.00
20	MANHOLE OR INTAKE ADJUSTMENT, MINOR	EA	5	\$1,520.00	\$7,600.00	7	\$10,640.00	140.00%	0	\$1,667.94
21	CONNECTION TO EXISTING MANHOLE	EA	2	\$2,000.00	\$4,000.00	0	\$0.00	0.00%	0	\$3,285.74
22	REMOVE MANHOLE OR INTAKE	EA	5	\$1,100.00	\$5,500.00	5	\$0.00	100.00%		\$0.00
23	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8"	SY	2365	\$71.00	\$167,915.00	2245.2	(\$8,434.80)	94.98%		\$0.00
24	REMOVAL OF PAVED DRIVEWAY	SY	91	\$18.00	\$1,638.00	71.9	(\$343.80)	79.01%		\$0.00
25	REMOVAL OF SIDEWALK	SY	142	\$18.00	\$2,556.00	133.7	(\$249.20)	94.15%		\$0.00
26	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	145	\$76.50	\$11,092.50	161.9	\$12,385.35	111.66%		\$0.00
27	DETECTABLE WARNINGS	SF	32	\$65.00	\$2,080.00	36	\$2,340.00	112.50%		\$0.00
28	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	93	\$76.50	\$7,114.50	72	(\$550.00)	77.42%		\$0.00
29	DRIVEWAY, 3/4 CRUSHED STONE	TN	5	\$60.00	\$300.00	5	\$0.00	100.00%		\$0.00
30	REMOVAL OF PAVEMENT	SY	2371	\$7.00	\$16,597.00	2261.5	(\$766.50)	95.38%		\$0.00
31	TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00	1	\$0.00	100.00%		\$0.00
32	SEEDING, FERTILIZING & MULCHING (URBAN)	LS	1	\$6,000.00	\$6,000.00	1	\$0.00	100.00%		\$0.00
33	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$13.00	\$1,300.00	0	(\$1,300.00)	0.00%		\$0.00
34	EROSION CONTROL, SILT FENCE & FILTER SOCKS REMOVAL	LF	100	\$6.00	\$600.00	0	(\$600.00)	0.00%		\$0.00
35	CONSTRUCTION SURVEY	LS	1	\$10,500.00	\$10,500.00	1	\$0.00	100.00%		\$0.00
36	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00	1	\$0.00	100.00%		\$0.00
37	CONCRETE WASHOUT	LS	1	\$2,100.00	\$2,100.00	1	\$0.00	100.00%		\$0.00
	STORIED MATERIALS									
	adjustment of qtys									
	CO #1 Change Scope of 18" Sanitary Sewer Const.									
	CO#2 Addition of working days for Gas Relocate									
	CO#3 Curb Cut for Driveway									
	CO#4 Driveway Addition-curb cut									
	TOTAL				\$474,088.00					
	ASBUILT TOTAL				\$439,404.75					\$34,683.25



CITY OF
OTTUMWA

Citizen Input Request Form

11-1-2022

Council Meeting Date

Name:

Brenda Hostetter

Address:

90 Pennsylvania Place Ottumwa

Item No. to Address:

E & G - Ordinance No.

(Agenda will be provided to complete this section)

3210-2022

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

Thank you!

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.