



| CITY OF |

OTTUMWA

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 4
Council Chambers, City Hall

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

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 3 on January 18, 2022 as presented.
2. Acknowledge December financial statement and payment of bills as submitted by the Finance Department.
3. Approve the appointment of Blaise Rupe to Equipment Operator-Street Maintenance at the Ottumwa Garage on or about February 6, 2022.
4. Approve the appointment of Jeff Kropf to Utility Worker – Custodian at the Ottumwa Garage on or about February 6, 2022.
5. Approve the appointment of Kolton Jones to the position of Probationary Firefighter.
6. Resolution No. 13-2022, authorizing the destruction of certain records according to the Code of Iowa, 2015, as amended, and the Iowa Municipal Records Retention Manual.
7. Beer and/or liquor applications for: Recovery Room, 1805 W. Second; The Keg, 622 Church St., with outdoor service area; Hy-Vee Wine & Spirits, 2453 N. Court; Hy-Vee Gas #1, 1027 N. Quincy Ave.; Hy-Vee Gas #2, 2457 N. Court; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. FY23 Budget Work Session – February 8, 2022.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Review and Accept the Certified Local Government Annual Report for 2021 as submitted by the Ottumwa Historic Preservation Commission.

RECOMMENDATION: Authorize the Mayor to sign the annual report and submit to the State Historic Preservation Office.

2. Review and revise Chapter 7 of the Municipal City Code entitled “Animals and Fowl.”

RECOMMENDATION: Approve the city attorney and staff to review and revise Chapter 7 of the Municipal City Code.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Pawnee Drive Reconstruction Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 17-2022, approving the plans, specifications, form of contract and estimated cost for the Pawnee Drive Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 17-2022.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Street Patch Repair Program – 2022.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 18-2022, approving the plans, specifications, form of contract and estimated cost for the Street Patch Repair Program – 2022.

RECOMMENDATION: Pass and adopt Resolution No. 18-2022.

3. This is the time, place and date set for a public hearing approving FY23 Maximum Property Tax Dollars.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 22-2022, approving the maximum property tax dollars for Fiscal Year 2023.

RECOMMENDATION: Pass and adopt Resolution No. 22-2022.

4. This is the time, place and date set for a public hearing on proposed Ordinance No. 3190-2022, amending the Code of Ordinances by changing the zoning classification on property located south of Roemer Ave. with Merrouge Ave. to the west and the city limits to the east from R-2, Two-family Residential to C-1, Neighborhood Commercial, in the City of Ottumwa, Wapello County, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Ordinance No. 3190-2022, amending the Code of Ordinances by changing the zoning classification on property located south of Roemer Ave. with Merrouge Ave. to the west and the city limits to the east from R-2, Two-family Residential to C-1, Neighborhood Commercial, in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3190-2022.

H. RESOLUTIONS:

1. Resolution No. 14-2022, releasing a request for proposals RFP for mowing and nuisance clean-up services for the City of Ottumwa for 2022-2026.

RECOMMENDATION: Pass and adopt Resolution No. 14-2022.

2. Resolution No. 15-2022, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, totaling \$1,808,700 and subject to review by the local assessor.

RECOMMENDATION: Pass and adopt Resolution No. 15-2022.

3. Resolution No. 19-2022, approving Change Order No. 1 and accepting the work as final and complete for the Johnson Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 19-2022.

4. Resolution No. 20-2022, approving Change Order No. 1 and accepting the work as final and complete for the 2021 Sidewalk Drop Program.

RECOMMENDATION: Pass and adopt Resolution No. 20-2022.

5. Resolution No. 21-2022, approving a dock-less shared motorized scooter operating and License Agreement with Bird Rides, Inc. for an additional two years and authorizing the Mayor to sign and execute said agreement.

RECOMMENDATION: Pass and adopt Resolution No. 21-2022.

I. ORDINANCES;

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

Recess – Council will reconvene in Room 108 for closed session proceedings

REGULAR MEETING NO. 4
Room 108, City Hall

February 1, 2022
6:30 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1) (i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation.
2. Return to open session for any related action and/or to adjourn.

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: 1/28/2022 TIME: 10:40 AM NO. OF PAGES 5
(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 #4 to be held on 2/1/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 0284
DEPT. ID 4717
PGS. 5
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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*** TX REPORT ***

JOB NO.	0284	
DEPT. ID	4717	
ST. TIME	01/28 10:41	
SHEETS	5	
FILE NAME		
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #4 to be held on 2/1/2022 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 3
Council Chambers, City Hall

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

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

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

Hull moved, seconded by McAntire to approve the following consent agenda items: Mins. from Regular Mtg. No. 1 on Jan. 4, 2022 & Special Mtg. No. 2 on Jan. 11, 2022 as presented; Approve appt. of Wes Olson to Historic Preservation Comm., term to exp. 1/1/2023 due to a vacancy; Approve appt. of Phillip Burgmeier to City Engineer on or about Jan. 23, 2022; Approve promotion of Officer Scott Adams to rank of Sgt. effective on or about Jan. 30, 2022; Purchase rock salt for 2021-2022 fiscal yr. end through IDOT's contract for snow and ice removal; Approve purchase of a replacement walk behind paint sprayer for Traffic Dept. total cost \$7,412.04; Res. No. 10-2022, setting Feb. 1, 2022 as the date of a public hearing for the consideration of the Max. Property Tax Dollars for the City's proposed FY23 Budget; Beer and/or liquor applications for: American Gothic Performing Arts, 529 E. Main, with OSA; La Guadalupana, 301 Church.; Hy-Vee Food Store No. 1, 1025 N. Quincy; Fareway Stores, Inc., 1325 Albia Rd.; Dollar General Store #7179, 721 N. Quincy; Dollar General Store #2898, 921 E. Main; Cedar Creek Golf Course, 13120 Angle Rd; all applications pending final inspections. All ayes.

Galloway moved, seconded by Roe to approve the agenda as presented with the removal of Item No. G-3, Res. No. 11-2022, auth. the Mayor to sign and submit CDBG Application for Ottumwa Cerro Grande Upper-Story Housing Project. All ayes.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Keith Caviness, 2851 Oak Meadow Dr.; Shannon Murphy, 1131 Monroe; Marcia McDaniel, 321 W. Keota St.; Melissa Childs, 5 Woodshire Dr.; John Rambo, 1 Terrace Ct.; Shelby Mincks, 143 Grandview Ave.; Larry Money, 102 N. Ward; Kris Mundt, 109 S. Cherry; Felisha Morrow, 7133 120th Ave, Trlr 18; Aleigha DeLeon, 801 W. 3rd St.; Tonya Simonson; Laryssa Droz; Rachel Jackson all wished to discuss Item G-4 (removal of breed specific language from City Code/PitBulls).

Roe moved, seconded by Pope to accept bid and award contract for asbestos removal and disposal of materials at 236 Phillips to Dan Laursen for the sum of \$5,400. One bid rec'd. After abated, staff will release property to Fire Dept. for training. All ayes.

Galloway moved, seconded by Pope to approve writing a 2021 Staffing for Adequate Fire and Rescue (SAFER) Grant application to be submitted prior to Feb. 4, 2022. If awarded, this grant will cover salary and benefits costs associated to hire three add'l firefighters for three yrs. All ayes

This was the time, place and date set for a public hearing approving the plans, specs, form of contract and est. cost for the Cooper Ave. Recons. Project. PW Dir. Seals reported bids due Feb. 9, 2022. Est. cost \$645,444. No objections rec'd. Roe moved, seconded by Hull to close the public hearing. All ayes.

Roe moved, seconded by Pope that Res. No. 7-2022, approving the plans, specs, form of contract and est. cost for the Cooper Ave. Recons. Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specs, form of contract and est. cost for the Lillian St. Recons. Project. Seals reported bids due Feb. 9, 2022. Est. cost \$844,767. No objections rec'd. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Hull moved, seconded by McAntire that Res. No. 8-2022, approving the plans, specs., form of contract and est. cost for the Lillian St. Recons. Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing to consider requests to remove Breed Specific Lang. from City Code in reference to "Dangerous Animals" as requested through Petition No. 5086-2021 submitted to the City Oct. 29, 2021. A lot of conversation was had; because pit bulls are visually identified by law enforcement and public, they are not able to socialize like other breeds; socialization is key in preventing aggressive tendencies; the current Ord. does not keep pit bulls out of the comm.; to enforce a breed ban, you have to have a way to identify the breed and there currently is no clear way to identify (besides visually); breed specific deterrence does not help the City; need to look more at the owners and not the dogs; no one should have to rehome their family pet; any dog can attack, regardless of breed; use of DNA testing instead of just visually identifying; the way the law is written, it also states any animal that has the same characteristics of a pit bull which is still discriminatory.

Officer Williams went through the process of receiving a call of a pit bull at someone's house. Many times, people are truthful and willing to work through the issue. It is my job to uphold the law for the City. I have to see the animal in person before citations are issued.

Galloway reported we have started conversations about enforcement of ordinances; we know pit bulls are here. If the language in the ordinance is not changed, what does that look like for the City?

Rath stated nothing prevents anyone from filing a suit. From what I've seen, our code is fairly sound in most areas; however, it does qualify for revision to look into addressing service animal language and putting more into the owner of the animal(s) as ours is currently lacking in this regard.

Roe stated that he understands everyone's position but wants to speak from a point of neutrality. I applaud you all for taking an active role in the comm. You are asking a monumental task to change the lang. within our Code and if something bad happens as a result of this change, this council could have the blood of a child on their hands. Are we willing to take this risk? We will have to live with the consequences if something happens. I do not believe any of us are naïve to think pit bulls are not already here in Ottumwa; they are here, they are neglected and not socialized so when they do come out, the unfortunate happens. We have revised the animal ord. twice in 6 yrs. and the issue that remains is enforcement. We need to have a mechanism in place that can be enforced by all parties (Police, County Attny).

Roe moved, seconded by Hull to close the public hearing. All ayes.

Hull moved, seconded by Roe that Res. No. 3-2022, providing for the financial support of the Area 15 Reg. Planning Comm. for FY23 (for a total amount of \$13,019.79), be passed and adopted. All ayes.

Roe moved, seconded by McAntire that Res. No. 4-2022, providing for the financial support of the Area 15 Reg. Planning Affiliation (RPA 15) in the amt. of \$3,973 for FY23, be passed and adopted. All ayes.

Galloway moved, seconded by Pope that Res. No. 5-2022, approving updates to the Personnel Policies for the City of Ottumwa, be passed and adopted. All ayes.

Hull moved, seconded by Roe that Res. No. 9-2022, accept the proposed ext. from Ahlers & Cooney, P.C. for provision of gen. legal services effect. calendar yrs. 2022-2023, be passed and adopted. All ayes.

Roe moved, seconded by Pope that Res. No. 12-2022, approving matching \$750,000 contribution for the construction of improved tennis campus, be passed and adopted. Rath reported the *Friends of Ottumwa's Parks* approached the City about doing something with the tennis courts and they do not want to wait forever. Although we do not have a finalized Master Park Plan, the Ottumwa School Dist. can leverage for this project to match the City's contribution. All we have so far are est. that the tennis courts will cost around \$2.2 Million. If the project runs over, the *Friends of Ottumwa's Parks* would take care of the overage. This project can be done using ARPA funds or as qualifying CIP that the City would bond for. McAntire stated it is hard for him to feel comfortable voting on this item when we have four new council members that haven't gone over the budget yet; something we should table so we can learn the budget process before voting on it. Council would feel more comfortable changing the wording to state 1/3 of the total cost, up to \$750,000.

Roe moved, seconded by Pope to amend the current res. to approve matching up to \$750,000 contribution for the construction of improved tennis campus. All ayes.

Roe moved, seconded by Hull to approve the Res. No. 12-2022 as amended. Approving matching funds up to \$750,000 or 1/3 of total cost for the construction of improved tennis campus. Vote taken: Ayes: Galloway, Hull, Pope, Roe. Nays: McAntire. Motion carried 4-1 vote.

Hull moved, seconded by McAntire to pass the first consideration of Ord. No. 3189-2022, amending Sections 38-963 and 38-966 of the Municipal Code of the City of Ottumwa, Wapello County, IA for the purpose of increasing the sign allowance for schools located in residential zones and making clarifying changes in said sections. All ayes.

McAntire moved, seconded by Roe to waive the second and third considerations, pass and adopt Ord. No. 3189-2022. All ayes.

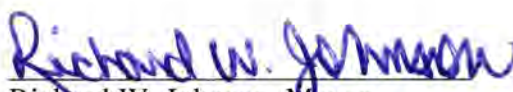
There being no further business, Roe moved, seconded by Hull that the meeting adjourn. All ayes.

Adjournment was at 7:32 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:


Christina Reinhard, CMC, City Clerk


Richard W. Johnson, Mayor

Item No. B.-2.

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
DECEMBER, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	213336	12/23/2021	42.95	BLDG MAINT & REPAIR
00626	SCOTT ADAMS	213118	12/3/2021	200.00	SUSTENANCE SUPPLIES
00690	AFLAC	213264	12/17/2021	1,636.44	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	213265	12/17/2021	382.30	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	213337	12/23/2021	18,614.08	LEGAL FEES
00855	AIRGAS USA LLC	213197	12/10/2021	475.45	SUSTENANCE SUPPLIES
01297	NOAH ALJETS	213266	12/17/2021	55.94	VHCL-FUEL
01700	ALLIANT ENERGY/IPL	213198	12/10/2021	80,629.46	ELECTRIC
02080	ALTORFER INC.	213268	12/17/2021	1,987.86	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	213269	12/17/2021	106.10	OPERATING SUPPLIES
03643	AMERICAN TEST CENTER	213121	12/3/2021	3,450.00	VHCL MTCE SUPPLIES
05668	A-TEC RECYCLING INC	213122	12/3/2021	758.17	HAZARDOUS WASTE DISPOSAL
05681	ATLANTIC BOTTLING COMPANY	213123	12/3/2021	80.80	CONCESSION - RESALE
05687	AT&T MOBILITY	213199	12/10/2021	1,146.98	TELEPHONE/IT
05694	AUTOMATIC SYSTEMS CO.	213403	12/30/2021	1,460.75	TELEPHONE/IT
05700	ATOMIC TERMITE & PEST	213200	12/10/2021	195.00	RAMP MAINT & REPAIR
05862	AVFUEL CORP	213124	12/3/2021	62,541.43	AVIATION FUEL
06009	BNSF RAILWAY COMPANY	213341	12/23/2021	7,032.00	MISCELLANEOUS
06481	BAILEY OFFICE OUTFITTERS	213202	12/10/2021	3,347.45	OPERATING SUPPLIES
07643	BEBERNES, CINDY	213271	12/17/2021	150.00	REFUNDS
07648	MARK J BECKER & ASSOC LLC	213342	12/23/2021	5,068.39	OTHER PROF SERV
09352	BLACKSTONE PUBLISHING	213343	12/23/2021	150.00	LIBRARY MAT.-JAMES ESTATE
09515	BLOOMFIELD COMMUNICATIONS	213344	12/23/2021	51.00	LIBRARY MAT.-JAMES ESTATE
09562	BOB BROWN EXCAVATING	213345	12/23/2021	4,988.75	STREET MAINT SUPPLIES
11492	BRIDGE CITY HOME STORE	213346	12/23/2021	720.00	SUSTENANCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	213273	12/17/2021	158,924.20	OTHER PROF SERV
12500	BUB'S TREE CARE	213127	12/3/2021	10,775.00	TREE TRIMMING
14317	CAPITAL ONE	213128	12/3/2021	791.01	OFFICE SUPPLIES
14318A	CAPITAL CITY EQUIPMENT CO	213129	12/3/2021	497.97	VHCL MTCE SUPPLIES
15361	CARR, MELISSA	213130	12/3/2021	76.00	REFUNDS
15760	CARROLL CONSTRUCTION SUPP	213204	12/10/2021	1,109.18	CAPITAL IMPROVEMENTS
15788	CATERPILLAR GOLBAL SERVIC	213205	12/10/2021	7,887.40	VHCL MTCE SUPPLIES
16265	CENTER POINT LARGE PRINT	213276	12/17/2021	87.48	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	213407	12/30/2021	219.35	MISCELLANEOUS
16313	CENTRAL PETROLEUM EQUIP C	213349	12/23/2021	8,712.30	TECHNOLOGY SERVICES
16402	CENTURYLINK	213132	12/3/2021	4,407.31	TELEPHONE/IT
16403	CENTURYLINK	213279	12/17/2021	201.09	TELEPHONE/IT
17620	CINTAS CORPORATION	213206	12/10/2021	62.53	SUSTENANCE SUPPLIES
17621	CINTAS	213280	12/17/2021	170.87	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	213408	12/30/2021	1,390.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	213350	12/23/2021	163.30	VHCL MTCE SUPPLIES
18383	CLIA LABORATORY PROGRAM	213351	12/23/2021	180.00	OTHER PROF SERV
18502	CLUB SENTRY SOFTWARE	213409	12/30/2021	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	213352	12/23/2021	2,690.20	CHILD SUPPORT PAYABLE
21816	CREATIVE PRODUCT SOURCING	213353	12/23/2021	240.90	OPERATING SUPPLIES
21818	CREATIVE FORMS & CONCEPTS	213135	12/3/2021	697.00	OFFICE SUPPLIES
21825	CREDIT UNION	213355	12/23/2021	38,354.06	CREDIT UNION PAYABLE
22594	DANIELS FILTER SERVICE	213136	12/3/2021	994.38	OPERATING SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	213210	12/10/2021	3,644.36	TOOLS & SMALL EQUIP
23932	DECATUR CO EMERGENCY MANA	213211	12/10/2021	191.72	GRANT
24325	DEMCO, INC	213356	12/23/2021	260.73	OPERATING SUPPLIES

**CITY OF OTTUMWA
 VENDOR PAYMENT REPORT
 DECEMBER, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
24330	DERANS TOWING SERVICE	213357	12/23/2021	200.00	STATE TOWING/STORAGE FEES
25390	ADVANTAGE ADMINISTRATORS	213358	12/23/2021	3,823.46	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	213137	12/3/2021	415,395.83	ENGINEERING
26580A	EBSCO INFORMATION SERVICE	213138	12/3/2021	7,610.95	LIBRARY MAT.-JAMES ESTATE
26640	ECOSYSTEMS INC	213281	12/17/2021	4,500.00	CONTRACTUAL SERVICES
27010	CONSOLIDATED ELECTRICAL	213282	12/17/2021	389.61	BLDG MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	213283	12/17/2021	5,145.41	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	213213	12/10/2021	31,363.59	VHCL-FUEL
27552	EMPOWER RETIREMENT	213359	12/23/2021	700.00	HARTFORD DEF COMP PAYABLE
27784	ENVIRONMENTAL PRODUCTS &	213285	12/17/2021	911.62	VHCL MTCE SUPPLIES
28449	EVORA CONSULTING, LTD	213286	12/17/2021	6,158.50	ENGINEERING
29090	FAMILY ANIMAL CARE	213215	12/10/2021	202.00	OTHER PROF SERV
29300	FASTENAL COMPANY	213414	12/30/2021	1,352.73	STREET MAINT SUPPLIES
29576	FEDEX	213360	12/23/2021	81.35	EMPLOYEE PHYSICALS/TESTS
29829	FIDELITY SECURITY LIFE	213415	12/30/2021	4,721.62	AVESIS PAYABLE
30560	FISHER SCIENTIFIC	213140	12/3/2021	560.11	LAB SUPPLIES
31422	FUN EXPRESS, LLC	213290	12/17/2021	221.52	PROGRAM SUPPLIES
31459	GRP & ASSOCIATES	213291	12/17/2021	52.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	213361	12/23/2021	1,361.09	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	213362	12/23/2021	3,713.98	ENGINEERING
32700	GIERKE-ROBINSON COMPANY	213293	12/17/2021	195.56	VHCL MTCE SUPPLIES
32914	GOLDEN WEST INDUSTRIAL	213142	12/3/2021	274.36	TOOLS & SMALL EQUIP
33210	GRAFIX SHOPPE	213363	12/23/2021	4,440.00	OTHER CAPITAL EQUIPMENT
33385	GRAINGER	213143	12/3/2021	152.05	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	213218	12/10/2021	743.05	OPERATING SUPPLIES
34900	HAMILTON PRODUCE COMPANY	213219	12/10/2021	1,781.10	PROPANE GAS
36302	HEARTLAND HUMANE SOCIETY	213294	12/17/2021	530.00	OTHER PROF SERV
36358	HEARTLAND TACTICAL OFFICE	213364	12/23/2021	175.00	DUES & MEMBERSHIPS
37350	HERRMANN'S LAWCARE	213144	12/3/2021	79.00	GROUNDS MAINT & REPAIR
37476	HILL PRODUCTIONS & MEDIA	213295	12/17/2021	37.40	ADVERT/LEGAL PUBL
38147	THE HOME CITY ICE CO	213220	12/10/2021	133.00	OPERATING SUPPLIES
39185	HUMANA INSURANCE CO	213365	12/23/2021	24,579.63	MEDICARE PREMIUMS
40078	ICAP	213145	12/3/2021	13,213.00	PROPERTY INSURANCE
40155	IDEXX DISTRIBUTION INC	213146	12/3/2021	967.92	LAB SUPPLIES
40323	IOWA DEPT TRANSPORTATION	213416	12/30/2021	2,513.20	STREET MAINT SUPPLIES
41485	IDALS	213147	12/3/2021	30.00	TRAINING
41505	IMWCA	213148	12/3/2021	13,369.00	WORKMENS COMPENSATION
41505A	IMWCA	213366	12/23/2021	6,470.24	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	213221	12/10/2021	304.50	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	213417	12/30/2021	159.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	213296	12/17/2021	200.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	213222	12/10/2021	2,175.88	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	213297	12/17/2021	4,242.29	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	213152	12/3/2021	246.15	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	213224	12/10/2021	496.80	VHCL MTCE SUPPLIES
43280	INTOXIMETERS INC	213368	12/23/2021	830.00	TOOLS & SMALL EQUIP
43310	IOWA BRIDGE & CULVERT INC	213419	12/30/2021	284,368.38	ENGINEERING EXPENSE
43465	IOWA COMMUNITIES ASSURANC	213225	12/10/2021	3,000.00	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	213153	12/3/2021	2,049.60	STREET MAINT SUPPLIES
43543	IOWA DEPT OF PUBLIC SAFET	213226	12/10/2021	8,622.00	TECHNOLOGY SERVICES
43880A	IA LAW ENFORCEMENT ACADEM	213298	12/17/2021	550.00	TRAINING

**CITY OF OTTUMWA
 VENDOR PAYMENT REPORT
 DECEMBER, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
43902	IOWA LEAGUE OF CITIES	213227	12/10/2021	30.00	DUES & MEMBERSHIPS
43999	IOWA ONE CALL	213299	12/17/2021	225.90	TELEPHONE/IT
44025	IOWA POLICE CHIEFS ASSOC	213369	12/23/2021	125.00	DUES & MEMBERSHIPS
44037	IOWA PRISON INDUSTRIES	213300	12/17/2021	1,058.25	STREET MAINT SUPPLIES
45057	J & J MOWING	213301	12/17/2021	3,696.00	CONTRACTUAL SERVICES
45616	JERRY'S TREE SERVICE	213302	12/17/2021	8,690.00	TREE TRIMMING
45974	JOHN DEERE FINANCIAL	213371	12/23/2021	252.14	OPERATING SUPPLIES
48769	KEYSTONE LABORATORIES INC	213155	12/3/2021	438.40	LAB SUPPLIES
49042	KIRKHAM MICHAEL	213303	12/17/2021	12,823.80	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	213304	12/17/2021	282.50	BLDG MAINT & REPAIR
49804D	KRONOS, A UKG COMPANY	213373	12/23/2021	10,059.88	CONTRACTUAL SERVICES
50620	LANGMAN CONSTRUCTION, INC	213305	12/17/2021	298,276.29	UTILITY SYSTEM
50845A	DAN LAURSEN EXCAVATING	213374	12/23/2021	30,000.00	CONTRACTUAL SERVICES
51417	LEGACY FIRE APPARATUS	213158	12/3/2021	1,250.00	VHCL MTCE SUPPLIES
51969	LIBERTY TIRE SERVICES LLC	213420	12/30/2021	6,201.60	TIRE DISPOSAL
52254	LISCO	213306	12/17/2021	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	213160	12/3/2021	389.84	OPERATING SUPPLIES
53375	MH EQUIPMENT COMPANY	213307	12/17/2021	192.50	VHCL MTCE SUPPLIES
53691	MACQUEEN EQUIPMENT	213308	12/17/2021	1,013.73	VHCL MTCE SUPPLIES
54390	MANATT'S INC	213161	12/3/2021	4,599.93	STREET MAINT SUPPLIES
57195	MCMASTER-CARR	213423	12/30/2021	321.05	OPERATING SUPPLIES
57363	MEDICAL ASSOCIATES CLINIC	213310	12/17/2021	148.00	EMPLOYEE PHYSICALS/TESTS
57367	MEDIACOM	213163	12/3/2021	397.50	OPERATING SUPPLIES
57385	MENARDS	213231	12/10/2021	3,002.05	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	213164	12/3/2021	4,349.65	GROUP LIFE PREMIUMS
58499	MID-AM TEXTILES INC	213311	12/17/2021	97.00	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	213233	12/10/2021	1,911.44	NATURAL GAS
59382	MIDWEST TAPE	213377	12/23/2021	218.65	LIBRARY MAT.-JAMES ESTATE
59753	MIKES TIRE AND	213425	12/30/2021	3,437.00	VHCL MTCE SUPPLIES
60100	MILLERBERND MANUFACTURING	213314	12/17/2021	3,354.00	STREET MAINT SUPPLIES
60102	T.J. MILLIKIN	213315	12/17/2021	53.84	VHCL-FUEL
60299	MISSION SQUARE RETIREMENT	213378	12/23/2021	2,200.00	ICMA DEF COMP PAYABLE
60560	MITCHELL & SONS HVAC INC	213237	12/10/2021	635.51	GROUPS MAINT & REPAIR
61785	MOTION INDUSTRIES	213316	12/17/2021	24.74	OPERATING SUPPLIES
62575	MUNICIPAL FIRE & POLICE	213196	12/6/2021	131,979.03	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	213238	12/10/2021	405.92	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	213426	12/30/2021	1,764.50	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	213240	12/10/2021	3,225.00	NRS-NATION RETIRE SOL
66001	NORRIS ASPHALT PAVING INC	213167	12/3/2021	2,452.10	STREET MAINT SUPPLIES
66088	NORTHERN ESCROW, INC	213380	12/23/2021	67,240.91	CONTRACTUAL SERVICES
66561	OFFICIAL PEST CONTROL	213241	12/10/2021	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	213243	12/10/2021	431.01	OPERATING SUPPLIES
67098	O'REILLY AUTOMOTIVE	213244	12/10/2021	474.58	VHCL MTCE SUPPLIES
67685	OTTUMWA AREA CONVENTION &	213317	12/17/2021	32,529.20	CONV & VISITOR BUREAU
68000	OTTUMWA COURIER	213318	12/17/2021	120.80	ADVERT/LEGAL PUBL
68240	OTTUMWA GLASS COMPANY	213168	12/3/2021	381.00	RAMP MAINT & REPAIR
68560	OTTUMWA PRINTING, INC.	213319	12/17/2021	112.00	OFFICE SUPPLIES
68588	OTTUMWA REGIONAL HEALTH	213169	12/3/2021	1,850.00	WELLNESS PROGRAM
68800	OTTUMWA TENT & AWNING	213427	12/30/2021	80.00	OPERATING SUPPLIES
69040	OTTUMWA WATER AND HYDRO	213381	12/23/2021	11,657.20	BILLING FEES-WW
69040A	OTTUMWA WATER & HYDRO	213320	12/17/2021	74.34	WATER

**CITY OF OTTUMWA
 VENDOR PAYMENT REPORT
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Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
69259	KATLYN OVERTURF	213382	12/23/2021	200.00	SUSTENANCE SUPPLIES
69688	DIXIE L PARKER	213171	12/3/2021	1,600.00	JANITORIAL
70180	PATTERSON MONUMENT CO	213383	12/23/2021	350.00	MERCHANDISE - RESALE
71950	PIERCE CONST & FENCE CO L	213428	12/30/2021	854.00	OPERATING SUPPLIES
72238	PURCHASE POWER	213321	12/17/2021	593.80	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	213322	12/17/2021	148.26	RENTS & LEASES
73125	POSTMASTER (CEMETERY)	213172	12/3/2021	58.00	POSTAGE & SHIPPING
73971	PROFESSIONAL JANITORIAL	213246	12/10/2021	2,100.00	JANITORIAL
74101	PSYCHOLOGY SERVICES OF	213173	12/3/2021	150.00	OTHER PROF SERV
74545	QUAD CITY SAFETY INC	213174	12/3/2021	1,699.55	SUSTENANCE SUPPLIES
74625	QUALITY SERVICES 149	213175	12/3/2021	2,839.44	VHCL MTCE SUPPLIES
74748	RDG PLANNING & DESIGN	213248	12/10/2021	12,078.68	OTHER PROF SERV
74955	RACOM CORPORATION	213176	12/3/2021	11,448.85	OTHER CAPITAL EQUIPMENT
75111	RANDALL, LINDA	213386	12/23/2021	167.20	POST 65 CONTRIBUTIONS
76357	RESOURCE EXPLORATION, LLC	213429	12/30/2021	15,000.00	TECHNOLOGY SERVICES
76998	RIDGWAY ELECTRIC, LLC	213430	12/30/2021	92.03	BLDG MAINT & REPAIR
77975	ROTO-ROOTER	213387	12/23/2021	320.00	SANITATION
78105	ROYAL PORTABLE TOILETS	213323	12/17/2021	301.32	OPERATING SUPPLIES
78351	SAFE FLEET LAW ENFORCEMEN	213177	12/3/2021	3,998.90	TECHNOLOGY SERVICES
78718	SANDRY FIRE SUPPLY LLC	213178	12/3/2021	9,440.00	TOOLS & SMALL EQUIP
79358	SCHUMACHER ELEVATOR CO	213324	12/17/2021	513.66	BLDG MAINT & REPAIR
81360	SHERWIN WILLIAMS	213325	12/17/2021	4,590.32	BLDG MAINT & REPAIR
81367	BEN SHINN TRUCKING INC	213251	12/10/2021	1,534.85	STREET MAINT SUPPLIES
81507	SHRED-IT USA	213326	12/17/2021	142.86	OTHER PROF SERV
82127	ZACH SIMONSON	213390	12/23/2021	96.43	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	213432	12/30/2021	568.09	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	213252	12/10/2021	792.17	VHCL MTCE SUPPLIES
83160	SOLENIS	213391	12/23/2021	4,648.70	OPERATING SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	213327	12/17/2021	78.36	OPERATING SUPPLIES
83938	SPACE SAVERS	213253	12/10/2021	14,370.00	OPERATING SUPPLIES
86196	THE STITCH DOCTOR	213392	12/23/2021	209.94	SUSTENANCE SUPPLIES
86199	STIVERS FORD	213180	12/3/2021	174,890.00	OTHER CAPITAL EQUIPMENT
86704	SUMMIT FIRE PROTECTION CO	213181	12/3/2021	8.50	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	213182	12/3/2021	18,165.82	CONTRACT EMPLOYEES
87466	SYN-TECH SYSTEMS, INC.	213183	12/3/2021	6,405.00	TECHNOLOGY SERVICES
88000	TEAMSTER LOCAL UNION 238	213395	12/23/2021	1,345.84	POLICE UNION DUES PAYABLE
88345	TESTAMERICA LABORATORIES	213255	12/10/2021	2,919.26	LAB SUPPLIES
88697	THUMBS UP GIFTS & AWARDS	213396	12/23/2021	95.00	MISCELLANEOUS
89073	JEREMY TOSH	213185	12/3/2021	155.97	SUSTENANCE SUPPLIES
89090	TOTAL CHOICE SHIPPING	213329	12/17/2021	322.70	PRINTING
89306	TRANSIT WORKS	213330	12/17/2021	113.09	TOOLS & SMALL EQUIP
89855	TRUITT ABSTRACT COMPANY	213186	12/3/2021	150.00	CONTRACTUAL SERVICES
90454	ULINE	213256	12/10/2021	495.23	OPERATING SUPPLIES
90844	U S CELLULAR	213434	12/30/2021	168.96	CONTRACTUAL SERVICES
90846	UPS	213331	12/17/2021	180.66	POSTAGE & SHIPPING
91835	USA BLUE BOOK	213332	12/17/2021	285.96	LAB SUPPLIES
92273	VALLEY ENVIRONMENTAL SERV	213258	12/10/2021	113.00	MISC CONTRACT WORK
92555	THE VAN METER COMPANY	213259	12/10/2021	4,247.57	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	213435	12/30/2021	59.16	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	213397	12/23/2021	46,506.84	MISCELLANEOUS
92923	VISION INDUSTRIAL SALES	213333	12/17/2021	231.20	OPERATING SUPPLIES

**CITY OF OTTUMWA
 VENDOR PAYMENT REPORT
 DECEMBER, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
94125	WAPELLO COUNTY	213188	12/3/2021	4,055.63	DRUG TASK FORCE GRANT
94235	WAPELLO CO CLERK OF COURT	213260	12/10/2021	60.00	COURT FINES
94721	WAPELLO CO SHERIFF'S OFFI	213189	12/3/2021	3,484.35	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	213398	12/23/2021	26.00	FICA CITY SHARE PAYABLE
95120	WAPELLO RURAL WATER ASSC	213261	12/10/2021	42.50	WATER
95315	WATEROUS COMPANY	213190	12/3/2021	1,719.52	VHCL MTCE SUPPLIES
95368	WAYNE'S TIRE	213399	12/23/2021	1,427.12	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	213401	12/23/2021	271,419.68	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	213192	12/3/2021	5,515.00	OTHER PROF SERV
97305	WINDSTREAM	213437	12/30/2021	510.10	TELEPHONE/IT
97306	WINDSTREAM ENTERPRISE	213334	12/17/2021	1,471.08	TELEPHONE/IT
97320	WINGER COMPANIES	213438	12/30/2021	2,103.64	RAMP MAINT & REPAIR
97334	WINN CORP	213439	12/30/2021	2,950.18	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	213335	12/17/2021	16,806.82	NATURAL GAS
98820	HEATHER ZUERCHER	213195	12/3/2021	24.53	TRAVEL & CONFERENCE
ACH	US TREASURY			2,424.72	FICA CITY SHARE PAYABLE
ACH	US TREASURY			20,063.34	FICA CITY SHARE PAYABLE
ACH	US TREASURY			20,640.44	FICA CITY SHARE PAYABLE
ACH	TREASURER STATE OF IOWA			1,681.82	STATE TAX PAID
ACH	TREASURER STATE OF IOWA			16,428.57	STATE TAX PAID
ACH	TREASURER STATE OF IOWA			16,609.48	STATE TAX PAID
ACH	IPERS			44,323.67	EMPLOYERS SHARE OF IPERS
Totals for December				2,739,918.21	

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 12/31/2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	001 GENERAL OPER		3936217.96	1096857.40	1281986.42	3751088.94	9153.86	3760242.80
TOTALS FOR FUND	002 PARKING RAMP		38369.54	5560.00	2622.30	41307.24	1223.00	42530.24
TOTALS FOR FUND	003 GENERAL-ARPA		1821787.55			1821787.55		1821787.55
TOTALS FOR FUND	110 ROAD USE TAX		4678752.57	363347.53	329594.03	4712506.07	24225.74	4736731.81
TOTALS FOR FUND	112 EMPLOYEE BEN		1573507.84	286396.86	440481.51	1419423.19		1419423.19
TOTALS FOR FUND	119 EMERGENCY FU			9097.16	9097.16			
TOTALS FOR FUND	121 SALES TAX 1%		5945124.31	364631.82	30833.33	6278922.80		6278922.80
TOTALS FOR FUND	122 *****							
TOTALS FOR FUND	123 AGASSI TIF D							
TOTALS FOR FUND	124 VOGEL URBAN							
TOTALS FOR FUND	125 WESTGATE TIF		-430579.47	12286.66		-418292.81	9784.50	-408508.31
TOTALS FOR FUND	126 AIRPORT TIF		38919.93	4565.70	41350.00	2135.63		2135.63
TOTALS FOR FUND	127 PENNSYLVANIA							
TOTALS FOR FUND	128 WILDWOOD HWY		64209.54	1499.70		65709.24		65709.24
TOTALS FOR FUND	129 RISK MANAGEM		978292.38	50653.47	27860.91	1001084.94	3000.00	1004084.94
TOTALS FOR FUND	131 AIRPORT FUND		249133.42	172007.30	111695.29	309445.43	129.12	309574.55
TOTALS FOR FUND	133 LIBRARY FUND		297803.85	59926.14	56755.99	300974.00	393.94	301367.94
TOTALS FOR FUND	135 CEMETERY FUN		10191.13	38381.47	23586.90	24985.70	382.08	25367.78
TOTALS FOR FUND	137 HAZ-MAT FUND		175243.12	3902.68	24764.76	154381.04	371.72	154752.76
TOTALS FOR FUND	141 2018 UPPER S		8078.12			8078.12		8078.12
TOTALS FOR FUND	142 HOAP/HILP ES							
TOTALS FOR FUND	143 EPA BROWNFIE							
TOTALS FOR FUND	144 2013 CDBG HO							
TOTALS FOR FUND	145 DOWNTOWN REV							
TOTALS FOR FUND	146 DOWNTOWN STR		-65202.72	165730.78		100528.06		100528.06
TOTALS FOR FUND	147 CDBG P-2 MAS		17628.32			17628.32		17628.32
TOTALS FOR FUND	148 2016 OWW CDB							
TOTALS FOR FUND	151 OTHER BOND P		1146088.56	495.01	284597.85	861985.72	20254.94	882240.66
TOTALS FOR FUND	162 SSMID DISTRI		42577.99	2715.84		45293.83		45293.83
TOTALS FOR FUND	167 FIRE BEQUEST		18732.23	340.00	63.00	19009.23		19009.23
TOTALS FOR FUND	169 START UP/DON		-165.20			-165.20		-165.20
TOTALS FOR FUND	171 RETIREE HEAL							
TOTALS FOR FUND	173 LIBRARY BEQU		110467.93	371.34	13467.10	97372.17	1212.40	98584.57
TOTALS FOR FUND	174 COMMUNITY DE		124292.97	36.30		124329.27		124329.27
TOTALS FOR FUND	175 POLICE BEQUE		187480.20		240.90	187239.30	256.90	187496.20
TOTALS FOR FUND	177 HISTORIC PRE		2409.02	2983.00	12078.68	-6686.66		-6686.66
TOTALS FOR FUND	200 DEBT SERVICE		1505758.63	143311.22	1650.00	1647419.85		1647419.85
TOTALS FOR FUND	301 STREET PROJE		3605387.51	740.46	497216.85	3108911.12	158514.91	3267426.03
TOTALS FOR FUND	303 AIRPORT PROJ		-242735.17		12823.80	-255558.97	2704.18	-252854.79
TOTALS FOR FUND	307 SIDEWALK & C		154760.26		740.46	154019.80		154019.80
TOTALS FOR FUND	309 PARK PROJECT		224625.99	75000.00	3954.57	295671.42		295671.42
TOTALS FOR FUND	311 LEVEE PROJEC		351719.75		287715.54	64004.21	284368.38	348372.59
TOTALS FOR FUND	313 EVENT CENTER		100230.67		260.55	99970.12		99970.12
TOTALS FOR FUND	315 SEWER CONSTR		5718875.79		355046.59	5363829.20	7032.00	5370861.20
TOTALS FOR FUND	320 WEST END FLO							
TOTALS FOR FUND	501 CEMETERY MEM		2713.29			2713.29		2713.29
TOTALS FOR FUND	503 CEMETERY PER		320.00	1070.00	1390.00		1070.00	1070.00
TOTALS FOR FUND	610 SEWER UTILIT		3654699.22	589200.28	382232.44	3861667.06	12940.50	3874607.56
TOTALS FOR FUND	611 SEWER SINKIN		1377000.00			1377000.00		1377000.00
TOTALS FOR FUND	612 STORM WATER							
TOTALS FOR FUND	613 SEWER IMPROV		3758335.00	41667.00		3800002.00		3800002.00
TOTALS FOR FUND	670 LANDFILL FUN		1254239.21	144357.56	126113.54	1272483.23	21253.85	1293737.08

REPORT DATE 12/31/2021
 SYSTEM DATE 01/18/2022
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 12/31/2021

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 671	LANDFILL RES	1167302.00			1167302.00		1167302.00
TOTALS FOR FUND 673	RECYCLING	395587.64	76131.26	45260.37	426458.53	3935.45	430393.98
TOTALS FOR FUND 690	TRANSIT FUND	650300.50		579.38	649721.12	116004.16	765725.28
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	-61271.84			-61271.84		-61271.84
TOTALS FOR FUND 750	GOLF COURSE	31189.62			31189.62		31189.62
TOTALS FOR FUND 810	POOLED INVES	-50713171.51	11852.03		-50701319.48		-50701319.48
TOTALS FOR FUND 820	PAYROLL CLEA	218384.85	468230.21	469952.00	216663.06	3488.43	220151.49
TOTALS FOR FUND 840	EQUIPMENT PU	1292046.37			1292046.37		1292046.37
TOTALS FOR FUND 860	GROUP HEALTH	5621359.24	294912.00	275349.20	5640922.04		5640922.04
TOTALS FOR FUND 861	POST 65 RETI	384320.46	26714.20	24973.87	386060.79		386060.79
TOTALS FOR FUND 862	DENTAL INSUR	86314.57	7879.50	7437.14	86756.93		86756.93
TOTALS FOR FUND 863	LIFE INSURAN	40282.81	15761.54	93.84	55950.51		55950.51
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TOTALS FOR ALL LISTED FUNDS		1547935.95	4538613.42	5183866.27	902683.10	681700.06	1584383.16

REPORT DATE 12/31/2021
SYSTEM DATE 01/18/2022
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 12/31/2021

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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 1, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Blaise Rupe to Equipment Operator - Street Maintenance at the Ottumwa Garage

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Blaise Rupe to Equipment Operator - Street Maintenance at the Ottumwa Garage on or about February 6, 2022.

DISCUSSION: Appoint Blaise Rupe from the Civil Service Seniority List to the Equipment Operator - Street Maintenance position currently open at the Garage (Public Works).

Blaise is currently an Equipment Operator - Sewer at Public Works. This would be a lateral transfer for Blaise. This fills a position previously vacated by a transfer to the airport in December 2021.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Jeff Kropf to Utility Worker - Custodian at the Ottumwa Garage

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Jeff Kropf to Utility Worker - Custodian at the Ottumwa Garage on or about February 6, 2022.

DISCUSSION: Appoint Jeff Kropf from the Civil Service Seniority List to the Utility Worker - Custodian position currently open at the Garage (Public Works).

Jeff is currently an Equipment Operator at Public Works and has worked as a Utility Worker previously. This fills a position previously vacated from a previous employee.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Item No. _____

City of Ottumwa

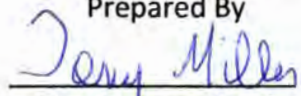
Staff Summary

**** Action Item****

Council Meeting of: February 1, 2022

Tony Miller

Prepared By

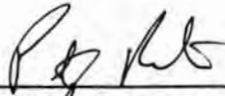


Department Head

Fire

Department

AGENDA TITLE: Appointment of Kolton Jones to the position of probationary firefighter.



City Administrator Approval

.....
Purpose: Appointment of Kolton Jones to the position of probationary firefighter on successfully passing his pre-employment physical.

Recommendation: Approve the recommendation.

Discussion: One of the candidates that was taken to the city council meeting January 4, 2022 decided to not to take the job. Kolton will be hired from the Certified Civil Service list that will expire November 24, 2023.

Source of Funds: _____

Budgeted Item: _____

Budget Amendment Needed: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Health & Inspections
Department

Cathy Shepherd
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution 13-2022 authorizing the destruction of certain records according to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual.

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

The Proof of Publication for such Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the Amendment be placed on the agenda.

RECOMMENDATION: Approve Resolution 13-2022.

DISCUSSION: According to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual certain records need to be kept for five (5) years. The attached list of records are over five (5) years in age and are records no longer deemed necessary to retain for permanent record by the Health Department.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 13-2022

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS ACCORDING
TO THE CODE OF IOWA 2015, AS AMENDED, AND THE RECORD RETENTION
MANUAL FOR IOWA CITIES

WHEREAS, the Code of Iowa 2015, as amended, and the Record Retention Manual for Iowa Cities allows for the destruction of certain city records that are over five (5) years in age; and

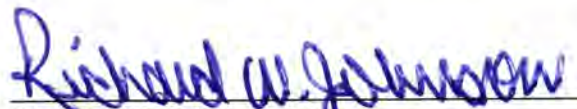
WHEREAS, the records are over five years in age and are records no longer deemed necessary to retain for a permanent record.

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

That the attached list of documents be destroyed under the direction of the Ottumwa Health Department in accordance with State law and the Record Retention Manual for Iowa Cities.

PASSED AND ADOPTED THIS 1ST day of February 2022

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

CONTENTS OF RECORDS

DATE

ENVIRONMENTAL

2016

HEALTH DEPT. TIME SHEETS

2016

PLACARD RELEASE

2016

HOUSING CODE COMPLAINTS

2016

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Historic Preservation Certified Local Government Annual Report

Public hearing required if this box is checked.

RECOMMENDATION: Review and Accept Certified Local Government Annual Report

DISCUSSION: The Ottumwa Historic Preservation Commission has completed the Certified Local Government Annual Report for 2021 and has submitted the Report to City Council to be reviewed and accepted. The CLG Annual Report is required to be completed and submitted to the Iowa Department of Cultural Affairs.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Annual Report ensures the Ottumwa Historic Preservation Commission completes certain requirements to remain in good standing as a Certified Local Government. Such requirements include: meeting at least three times a year and attending at least one state-sponsored or state-approved training sessions.

At the January 26, 2021 Historic Preservation Commission meeting the Historic Preservation Commission reviewed and accepted the Annual Report. After Council review, the report will be signed and submitted to the State Historic Preservation Office. HPC Chair Dennis Willhoit will provide an update to Council about the work of the Commission if available.

▲ Certified Local Government Annual Report

Certified Local Government Annual Report

* indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

▲ **Three questions on this form need attention.**

Some required questions are incomplete: [19](#), [34](#) and [36](#)

1. Name of the city, county, or land use district: *

Please choose the name from the drop down table.

Ottumwa Historic Preservation Commission

2. Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year? *

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

no

3. Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year? *

yes

1 Forms

2 Attachments

3 Portfolio

4 Submit

NEXT >

508 N Court, contributing structure to the Court Hill Historic District, was demolished.

88 of 8000 characters

4. Does your local government designate local landmarks or local districts? *

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

No

5. If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

0 of 8000 characters

6. In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A *

N/A

3 of 8000 characters

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

8. Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

a. Historic preservation planning. Examples include the development or revision of a preservation plan, development of a work plan for your commission, etc.

b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

d. Design guidelines/standards

8.1.

Describe the city, county, LUD, and/or historic preservation commission's historic preservation planning activities in this calendar year. *

1. Began historic structure report for the First National Bank, 131 E Main, with RDG
2. Hosted tour events and neighborhood meetings. Hosted a public forum on demolition of historic resources.
3. Adopted the Amended and Restated Urban Revitalization Plan for the City of Ottumwa which provides a new 5-year 100% tax abatement for historic rehabilitation of property. Commission will be able to approve qualifying projects. Developing standards will be an early 2022 project.

476 of 8000 characters

8.2.

Describe the city, county, LUD, and/or historic preservation commission's public education programs in this calendar year. *

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations)

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

of historic resources. The meeting was prompted by the decision of the school board to demolition a church building which, while not on the Register, had local significance.

432 of 8000 characters

8.3.

If answer includes d. New or revised design standards and/or guidelines were developed and adopted during the calendar year,

Please upload the document here.

 Choose a file

9. Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year? *

The Commission took a leadership role in starting a public dialogue about protecting historic resources from demolition. The Commission hosted a public forum but Commission members also presented to the school board and met with school staff.

One of the Commission members campaigned for and won a position on the City Council where she will continue to be a voice for preservation issues.

392 of 8000 characters

10.

What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A *

The Commission began a new dialogue with Ottumwa Schools focusing on protecting historic resources in the future. The Commission also maintained relationships Main Street Ottumwa, Iowa Heartland History Connection and the Friends of Historic Preservation.

255 of 8000 characters

11.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A. *

1 Forms**2** Attachments**3** Portfolio**4** Submit

NEXT >

3 of 8000 characters

12. Does your commission have a website? *

- Yes
 No

12.1. What is the website address? *

www.ottumwa.us/preservation

27 of 6000 characters

13. Does your commission have a Facebook page? *

- Yes
 No

14.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). *

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 6, 2021; January 27, 2021; February 24, 2021; March 24, 2021; April 28, 2021; July 28, 2021; September 22, 2021; October 27, 2021; December 1, 2021

156 of 8000 characters

15.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget? *

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

201 of 6000 characters

16. Where are your official CLG files located? *

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

City of Ottumwa Planning and Development Office

47 of 6000 characters

17.**Please list the names of the Historic Preservation Commissioners who served during this calendar year. ***

Dr. Rick Woten, Dennis Willhoit, Mary Stewart, Cara Galloway, John Ohlinger, Robert Swanson

91 of 6000 characters

18.**Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan? ***

- We did complete a luminary project however it was the cemetery tour event rather than a holiday event in each district.
- We have published additional issues of the newsletter but could improve the frequency of publication.
- We have developed a strategy to seek a Bright Ideas Grant from Ottumwa Legacy Foundation for a strategic plan.
- We were not selected for a Rural Heritage Revitalization Grant.
- We were selected for an HRDP Grant for a Historic Structure Report for First National Bank and that report has been completed.
- We did host a sale for items recovered cleaning out the First National Bank. Main Street Ottumwa and the HPC split nearly \$6 thousand in proceeds.
- We have continued to hold meetings for the historic districts and hope to expand that program to be more regular and to promote the new historic tax abatement program.
- We continue to support the online self-guided tour.
- We successfully hosted the cemetery tour event for Historic Preservation Month and hope to host similar events in the future.

1042 of 6000 characters

- 1 Forms
- 2 Attachments
- 3 Portfolio
- 4 Submit

[NEXT >](#)

in 2022. Please attach your work plan to your annual report. *

This question is required.

Choose a file

20. Please update contact information about your 2022 Chief Elected Official. *

Note: This is beginning January 2022. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Richard W. Johr	105 E Third St, (641-683-0600	mayor@ottumw.

+ Add a row

21.

Please update contact information about your Staff Person for the Historic Preservation Commission. *

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
Zach Simon	Director of C	105 E Third	641-683-061	simonsonz@

+ Add a row

22.

Please complete the following and provide contact information about your 2022 Chairperson/Commissioner. *

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Dennis Willl	105 E Third		5154185692	dennis.willl

+ Add a row

- 1** Forms
- 2** Attachments
- 3** Portfolio
- 4** Submit

NEXT >

Fifth Street Bluff Historic District

36 of 200 characters

22.2. Specify the month, day, and year that the commissioner's term will end. *

01/01/2023

22.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission? *

- Yes
- No

23.

Please complete the following and provide information about your 2022 Vice Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

24.

Please complete the following and provide information about your 2022 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

25.

Please complete the following and provide information about your 2022 Commissioner.

- 1 Forms
- 2 Attachments
- 3 Portfolio
- 4 Submit
- [NEXT >](#)

Robert Swa 105 E Third bodhranplay

+ Add a row

25.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

0 of 6000 characters

25.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2025

25.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

No

[Clear Answer](#)

26.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Wes Olson	105 E Third		6414554280	weston.olson

+ Add a row

26.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

- 1 Forms
- 2 Attachments
- 3 Portfolio
- 4 Submit

NEXT >

.39 of 6000 characters

26.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2023

26.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

No

[Clear Answer](#)

27.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

28.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

29.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------

- 1 Forms
- 2 Attachments
- 3 Portfolio
- 4 Submit

NEXT >

30.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

31.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

32.

Please attach biographical sketches for commissioners who were newly appointed in 2022.

Please be sure newly appointed commissioners sign and date their statement.

Choose a file

33.

Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A. *

The Commission has 2 vacancies.

31 of 6000 characters

34. Please complete the Commission Training Table. *



- 1** Forms
- 2** Attachments
- 3** Portfolio
- 4** Submit

NEXT >

in historic preservation training, noting the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

This question is required.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
---------------	----------------------	----------	------	--------------------



+ Add a row

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names. *

Please note this must be completed. If no one attended, enter none.

Dennis Willhoit, Zach Simonson

30 of 6000 characters

36. Signature page *



This question is required.

Choose a file

Saved

2022 Ottumwa Historic Preservation Commission Work Plan

- Projects planned for 2021
 - Continue to regularly publish the newsletter, *The Ottumwa Preservationist*
 - Pursue funding opportunities to develop a Historic Preservation Plan
 - Work with City Staff to transfer ownership of the First National Bank to a private owner who will complete a historic rehabilitation using the HRDP-funded Historic Structure Report
 - Continue to hold neighborhood meetings for residents of historic districts
 - Continue to expand the interactive online map for self-guided tours
 - Host historic cemetery tour and other programming for Historic Preservation Month
 - Adopt design standards for the new residential historic property tax abatement program

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 1, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Review and revise Chapter 7 of the City Code entitled "Animals and Fowl"

Public hearing required if this box is checked.

RECOMMENDATION: Approve the city attorney and staff to review and revise Chapter 7 of the City Code

DISCUSSION: On November 16 the City Council officially received a petition (Petition No. 5086-2021) to end the ban on Pit Bulls in Ottumwa, Iowa. On January 18, 2022 the City Council held a public hearing to gather input from the community at large regarding a potential revision to the ordinance as requested by the petition. Since that meeting staff and council members have continued to receive input and feedback from the community and the coalition.

One of the consistent comments has been that there is a larger issue regarding animal care and enforcement of the code in general. Another theme that has emerged is a belief that the "Dangerous Animal" section of

Source of Funds:

Budgeted Item: Budget Amendment Needed:

the code ONLY applies to pit bulls. While Article IV of Chapter 7 of the Code does specifically identify the "pit bull terrier" as a dangerous animal by breed, the Code also identifies other animals and actions and history of actions as a "dangerous animal."

Due to the comments and concerns regarding the current ordinance on a global perspective, I am recommending that we take the time to address the code and any perceived issues in its entirety. As a result I am requesting that the City Council allow city staff and the city attorney to prepare a revised ordinance inclusive of those larger concerns related to Chapter 7.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 1, 2022

Engineering
Department

Alicia Bankson
Prepared By
Danny Seals
Department Head

PB Rt
City Administrator Approval

AGENDA TITLE: Resolution #17-2022. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Pawnee Drive 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 #17-2022.

DISCUSSION: This project involves full-width, full depth PCC Reconstruction of Pawnee Drive from Fox-Sauk to the Cul-de-Sac. In addition, this project will install a small amount of storm sewer to improve drainage. The new road will be 31 wide and is 2,195 feet in length.

The street was originally installed in 1974 and is beyond its useful life.

Recently GO-PIP developed Helgerson Flats Certified Industrial Park which is adjacent to the proposed new roadway.

Bids will be received and opened by the City of Ottumwa on February 23, 2022 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 1, 2022, or at a later date as determined by staff.

Budgeted amount: \$ 1,012,412

RESOLUTION #17-2022

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE PAWNEE DRIVE RECONSTRUCTION PROJECT

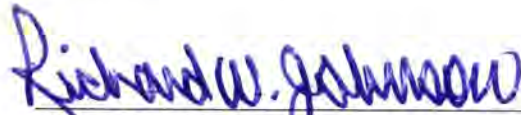
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

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

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

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



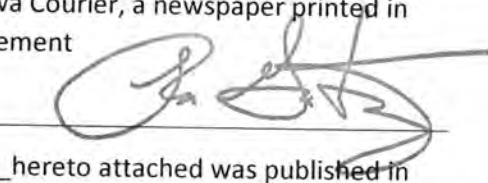
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

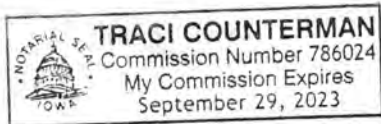
STATE OF IOWA
WAPELLO COUNTY

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: 01/25/22 Subscribed and sworn to before me, and in my presence, by the said 25th day of January, 2022



Notary Public

In and for Wapello County

Printer's fee \$22.72

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Pawnee Drive Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the February 1, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City

objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: This project involves full-width, full depth PCC Reconstruction of Pawnee Drive from Fox-Sauk to the Cul-de-Sac. In addition, this project will install a small amount of storm sewer to improve drainage. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

*PH-approved P/S - Pawnee Dr.
Reconstruction*

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 1, 2022

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

Pf Kti
City Administrator Approval

AGENDA TITLE: Resolution #18-2022. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Street Patch Repair Program – 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution #18-2022.

DISCUSSION: This project is a unit price contract for replacement of PCC Panel Replacement on selected streets. Work will consist of full depth saw cutting, epoxy pinned and placement of PCC. Targeted areas will address panel failures and faulting /settlement issues. Estimated Quantity - 1500 SY.

Streets include McLean Street, Ferry Street, Carter Avenue and Pennsylvania Avenue.

Bids will be received and opened by the City of Ottumwa on February 23, 2022 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on March 1, 2022, or at a later date as determined by staff.

Budgeted: \$ 150,000.00

RESOLUTION #18-2022

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2022 STREET PATCH REPAIR PROGRAM

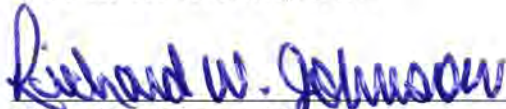
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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


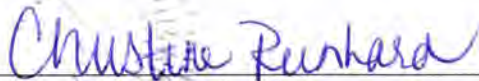
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

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

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:

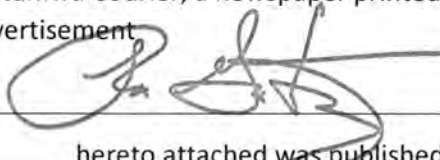


Christina Reinhard, City Clerk

PROOF OF PUBLICATION

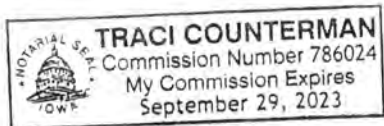
STATE OF IOWA
WAPELLO COUNTY

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: 01/25/22 Subscribed and sworn to before me, and in my presence, by the said 25th day of January, 2022



Notary Public

In and for Wapello County

Printer's fee \$21.41

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Street Patch Repair Program - 2022, Ottumwa, Iowa" at 5:30 o'clock p.m. on the February 1, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: PCC Parcel Replacement on selected streets. Full depth saw cut, epoxy pinned #5. Estimated Quantity - 1500 SY. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part here-

of as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

PH-approve PIs Street Patch Repair

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Finance
Department

Kala Mulder

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Public Hearing resolution for approving FY23 Maximum Property Tax Dollars.

****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: Open Public Hearing
Presentation by City Staff
Call for written and oral objections.
Close public hearing.

DISCUSSION: Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget. The rate of \$16.925 is the maximum levy for affected property taxes for the City of Ottumwa. This rate does not include levies for Debt Service, Support Public Library or SSMIDs for total Property Taxes levied as \$21.22. For FY22 that Max Levy was set at \$18.755, for a total of \$23.15 and final was \$22.22. Council will approve the final levy rate when certifying the FY23 budget.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. Resolution No. 22-2022

A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2023.

WHEREAS, the City Council of the City of Ottumwa have considered the proposed FY23 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was set on January 18, 2022,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa that the maximum property tax dollars for the affected tax levies for FY22 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$16,655

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY23 represents/does not represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY23.

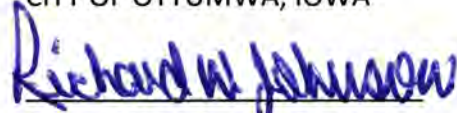
APPROVED, PASSED, AND ADOPTED this 1st day of February 2022.

AYES: McAntire, Hull, Roe, Galloway

NAYS: None

ABSENT: Pope

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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

Meeting Date: 2/1/2022 **Meeting Time:** 05:30 PM **Meeting Location:** COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IOWA

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

City Website (if available)
www.ottumwa.us

City Telephone Number
(641) 683-0622

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	625,003,890	679,001,735	679,001,735	
Tax Levies:				
Regular General	5,062,532	5,062,532	5,499,914	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins, Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Mant of City-Owned Civic Center	84,376	84,376	91,665	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	468,753	468,753	509,251	
Support of Local Emer. Mgmt. Commission			0	
Emergency	168,751	168,751	183,330	
Police & Fire Retirement	1,187,507	1,187,507	1,222,203	
FICA & IPERS	750,005	750,005	814,802	
Other Employee Benefits	3,375,021	3,375,021	2,987,608	
Total Tax Levy	11,096,945	11,096,945	11,308,773	1.9
Tax Rate	17.75500	16.34303	16.65500	

Explanation of significant increases in the budget:

Our total max levy rates are decreasing by at least \$1.00 - The City hopes a further reduction can be presented during the final FY23 budget.

If applicable, the above notice also available online at:

ottumwa.us: <https://www.facebook.com/cityofottumwa>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

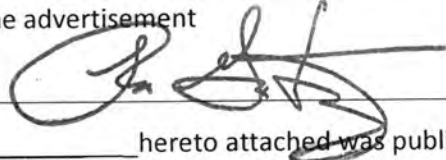
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

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

Proposed Property Tax Levy
City of Ottumwa



hereto attached was published in

said newspaper for 1 consecutive week's to-wit: 01/22/22

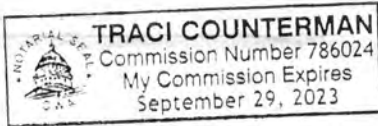
Subscribed and

sworn to before me, and in my presence, by the said 22nd day of January, 2022



Notary Public

In and for Wapello County



Printer's fee \$47.08

COPY OF ADVERTISEMENT

1/20/22, 4:27 PM		Local Government Property Valuation System			
NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY					
Fiscal Year July 1, 2022 - June 30, 2023					
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.					
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Contract for Use of Bridge				0	
Opr & Maint Publicly Owned Transit				0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.				0	
Opr & Maint of City-Owned Civic Center	84,376	84,376		91,665	
Planning a Sanitary Disposal Project				0	
Liability, Property & Self-Insurance Costs	468,753	468,753		509,251	
Support of Local Emer. Mgmt. Commission				0	
Emergency	168,751	168,751		183,330	
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**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year					



Max Tax Levy 2022-2023

1/20/22, 4:27 PM

Local Government Property Valuation System

NOTICE OF PUBLIC HEARING - CITY OF OTTUMWA - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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	2021-2022		2022-2023	
	Levy	Amount	Levy	Amount
General Fund	8.10000	5,062,532	8.10000	5,499,914
Event Center	0.13500	84,376	0.13500	91,665
Emergency	0.27000	168,751	0.27000	183,330
Library	0.27000	168,751	0.27000	183,330
Insurance	0.75000	468,753	0.75000	509,251
Debt Service	4.19500	2,659,420	4.29500	3,094,994
Trust & Agency	8.50000	5,312,533	7.40000	5,024,613
Subtotal-Regular Levy	22.22000	13,925,115	21.22000	14,587,098
Aq-Land	3.00375	2,965	3.00375	2,816
TOTAL PROPERTY TAXES		13,928,080		14,589,915
TAXABLE VALUATION		2013 - 2014	630,134,013	
		2014 - 2015	606,360,046	
		2015 - 2016	599,918,072	
		2016 - 2017	628,367,444	
		2017 - 2018	645,181,816	
		2018 - 2019	597,316,736	
		2019 - 2020	613,484,444	
		2020 - 2021	613,813,137	
		2021 - 2022	625,003,890	
		2022 - 2023	679,001,735	
DEBT SERVICE VALUATION		2021 - 2022	633,950,013	
		2022 - 2023	720,603,922	
AG VALUATION		2021 - 2022	987,119	
		2021 - 2023	937,656	

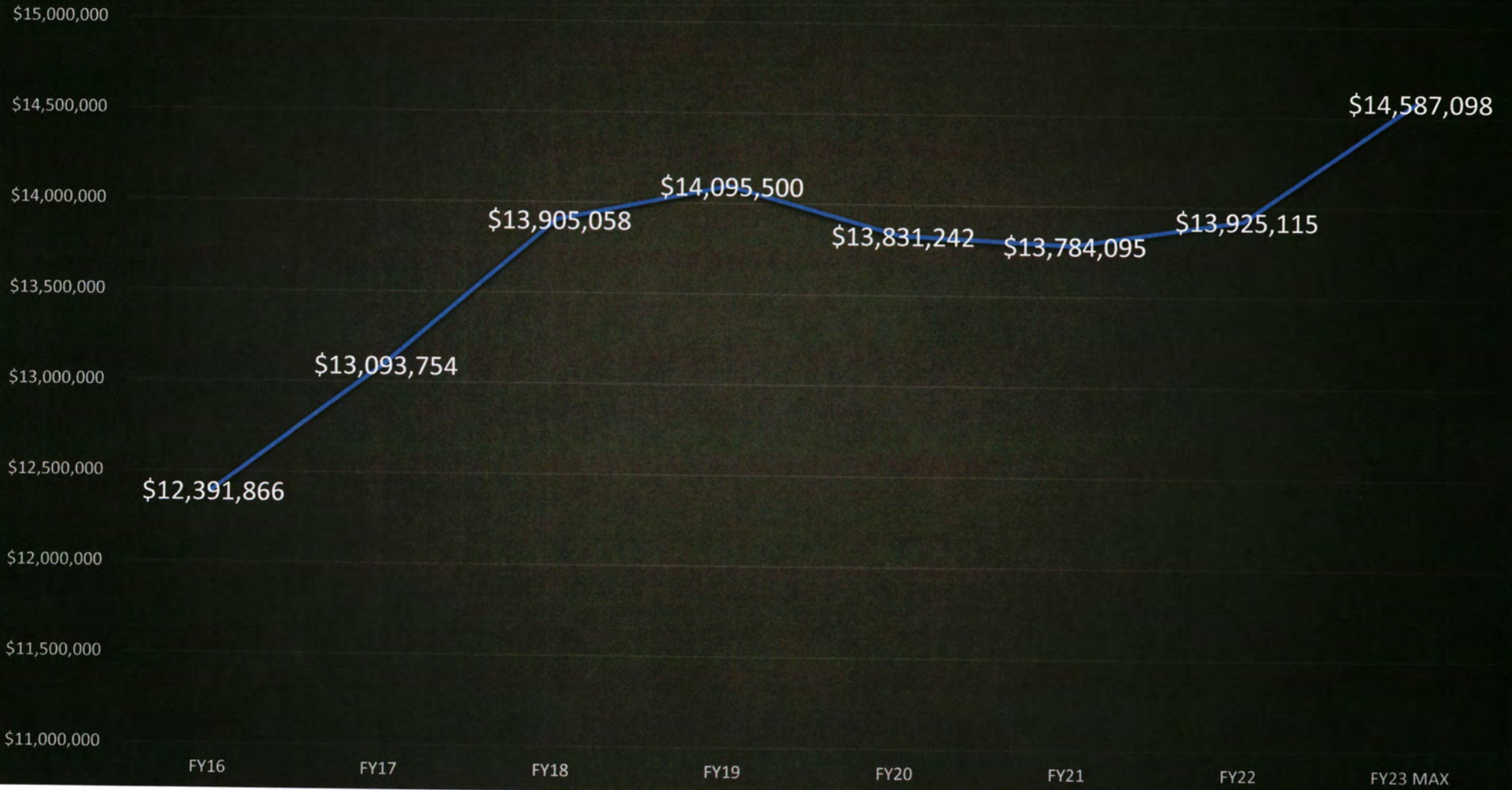
Valuations



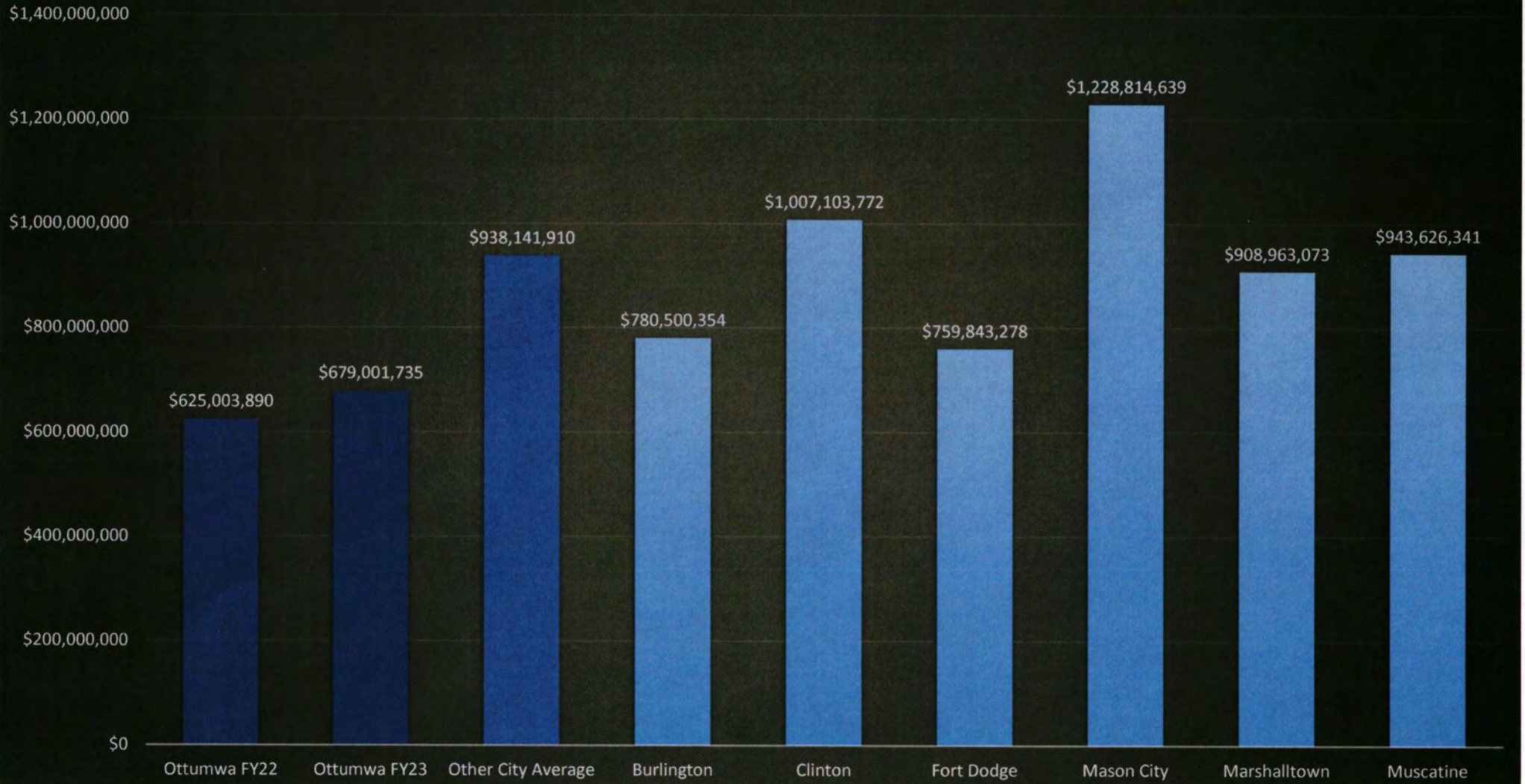
Levy Rate



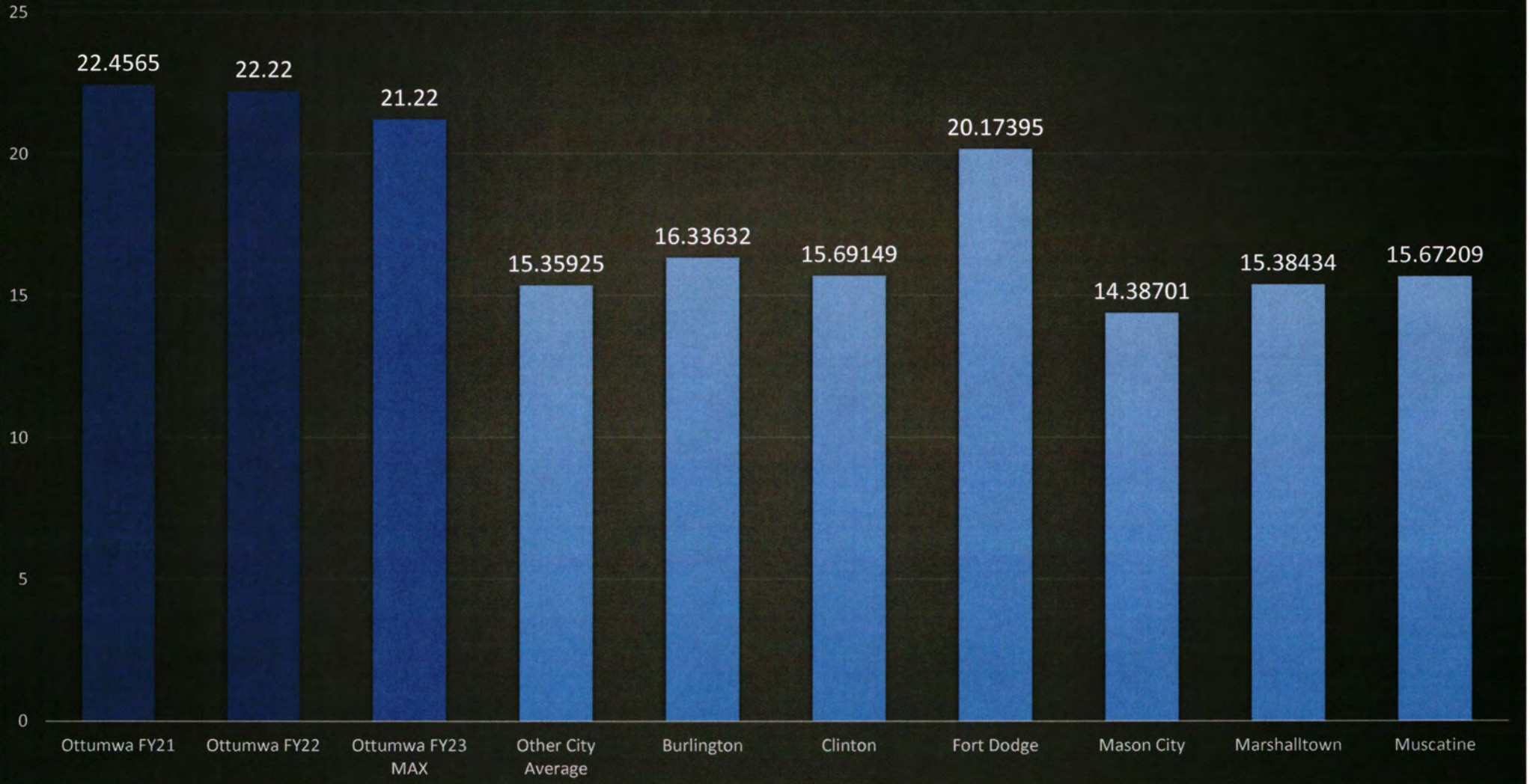
Levy Dollar Amount



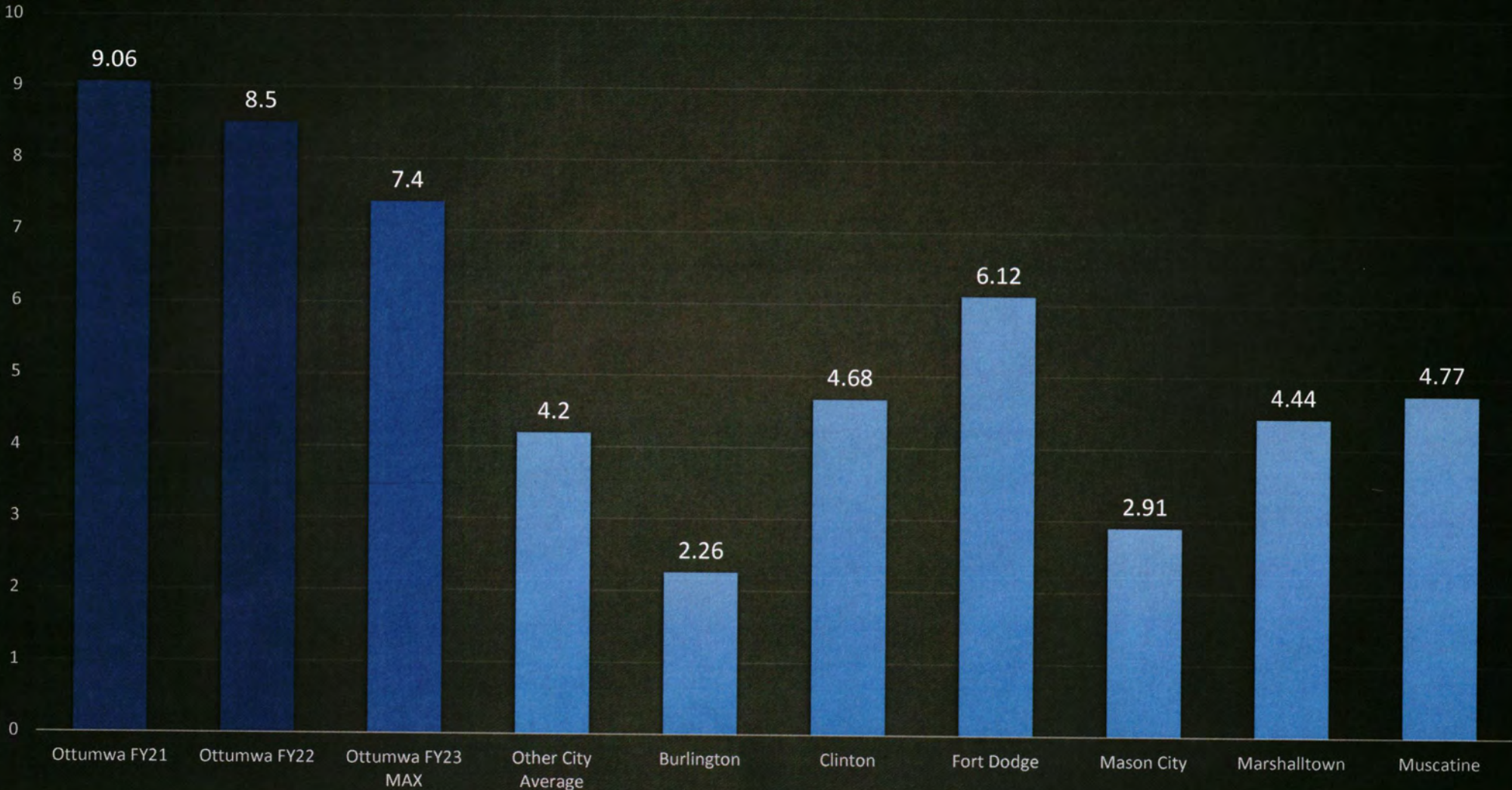
Valuation Comparison FY22



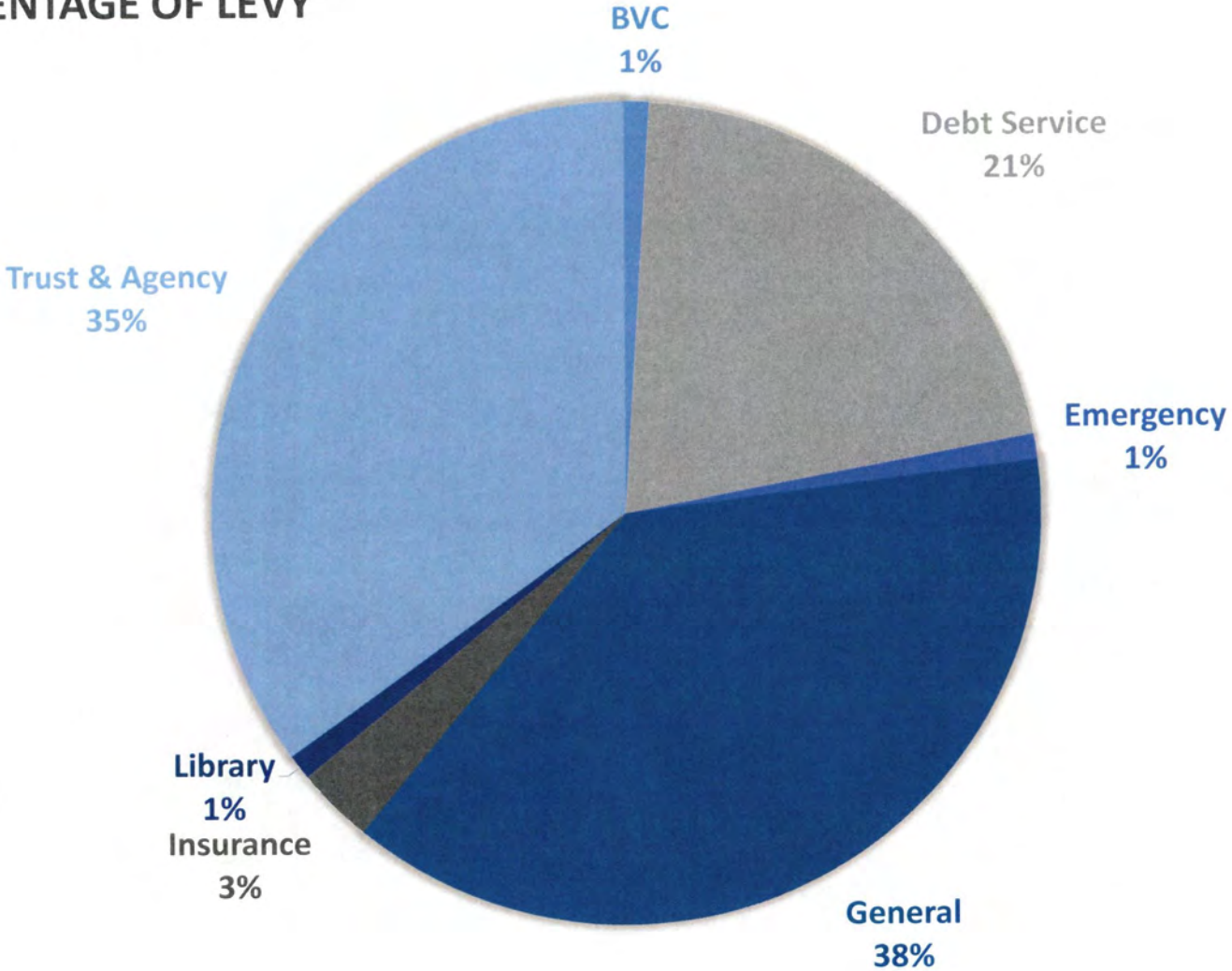
Tax Levy Comparison FY22



Trust & Agency Comparison FY22



PERCENTAGE OF LEVY





Questions?

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3190-2022, an ordinance amending the Code of Ordinances by changing the zoning classification on property located South of Roemer Avenue with Merrouge Avenue to the West and the city limits to the East from R-2 Two-family Residential to C-1 Neighborhood Commercial.

Public hearing required if this box is checked.

RECOMMENDATION: Pass first consideration of Ordinance No. 3190-2022.

DISCUSSION: The applicant is seeking to rezone the described property for the purpose of constructing and operating a tumbling gym which would use Roemer Ave. for its entrance. Surrounding property with access to Roemer Ave. is zoned for commercial use. The property's current zoning is a result of Roemer having previously served as a state highway which made access to the street from this property difficult or impossible.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Now That Roemer is a city Street, access is possible. There is a draft site plan provided with the application. Rezoning does not approve the site plan, there are a few issues with the site plan that would correct, this draft is to help visualize the applicant's intent.

The Plan and Zoning Commission heard this rezoning request at the January 3, 2022 meeting. The Commission recommend that the Council approve the rezoning.

ORDINANCE NO. 3190-2022

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED TO THE SOUTH OF ROEMER AVENUE WITH MERROUGE AVENUE TO THE WEST AND THE CITY LIMITS TO THE EAST FROM R-2 TO C-1 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

A part of Auditor' s Lot 3 and a part of Auditor' s Lot 4 and also a part of Auditor' s Lot 5 in the Southeast Quarter of the Northeast Quarter in Section 29, Township 72 North, Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa described as follows to-wit: Commencing at the Southwest Corner of the said SE¹/₄ of the NE¹/₄ of Section 29; thence North 00 degrees 10 minutes 40 seconds East along the West line of the SE¹/₄ of NE¹/₄ of Section 29, a distance of 511.02 feet to the point of beginning of the tract of land herein described; thence continuing North 00 degrees 10 minutes 40 seconds East, a distance of 325.00 feet; thence South 89 degrees 47 minutes 20 seconds East, a distance of 286.55 feet; thence South 00 degrees 56 minutes 10 seconds East, a distance of 621.63 feet to a point on the North right of way line of U.S. Highway No. 34; thence North 89 degrees 59 minutes 30 seconds West, a distance of 209.01 feet along the said North right of way line of U.S. Highway No. 34; thence North 31 degrees 12 minutes 10 seconds West along the Easterly right of way line of the public road connection to said U.S. Highway No. 34, a distance of 57.05 feet; thence North 09 degrees 59 minutes 30 seconds West along the said Easterly right of way line of the Public Road, a distance of 151.65 feet; thence North 00 degrees 19 minutes 40 seconds East along the said Easterly right of way line of the Public Road, a distance of 99.27 feet, thence 89 degrees 45 minutes West, a distance of 33.4 feet to the point of beginning, containing 3.86 acres and being subject to a 20 foot wide strip of land reserved for roadway across the West 20.00 feet of the North 325.00 feet thereof.

AND

A part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa described as follows, to-wit: Beginning at a point 113.6 feet South of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 29, thence North 328 feet and 10 inches; thence East 765.4 feet, thence South 328 feet and 10 inches; thence West 766.9 feet to the place of beginning; said tract being all of Auditor' s Lot 2 of the Northeast Quarter of the Southeast Quarter of said Section 29 and the South 215 7/30 feet of Auditor' s Lot 4 of the Southeast Quarter of the Northeast Quarter of said Section 29, containing

5 3/4 acres, more or less, except 20 feet off the West side for roadway and except that part conveyed to the State of Iowa for road purposes and for use as a public highway as shown by record 244 page 175, Recorder' s Office of said County and subject to a transmission line easement to the Iowa Southern Utilities Company as shown by record 277 Page 259 Recorder' s Office of said County.

ALSO

A tract of land located in the Northeast Quarter of Section 29, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa and described as follows: Commencing at the East Quarter Corner of said Section 29, thence West 1326.5 feet; thence North 00°17'20" East a distance of 510.35 feet to the point of beginning of the tract herein described; thence North 00°17'20" East a distance of 325 feet; thence South 89°40'40" East a distance of 1227.5 feet along a boundary fence, thence South 08°52' West a distance of 649.5 feet; thence North 76°20'10" W. A distance of 326.1 feet; thence South 46°5'40" West a distance of 74.5 feet; thence North 89°59'30" West a distance of 670.4 feet; thence North 31°12'10" West a distance of 57.05 feet; thence North 09°59'30" West a distance of 15 feet; thence North 00°19'40" East a distance of 99.75 feet; thence West 32.8 feet to the point of beginning. The South line of the Northeast Quarter of Section 29 is taken as due East and West. The above tract is subject to a 20-foot wide right of way across the Westerly 20 feet of the North 325 feet thereof;

EXCEPT THE FOLLOWING:

A part of Auditor' s Lot 3 and a part of Auditor' s Lot 4 and also a part of Auditor' s Lot 5 in the Southeast Quarter of the Northeast Quarter of Section 29, Township 72 North, Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa described as follows to wit: Commencing at the Southwest Corner of the said SE¹/₄ of the NE¹/₄ of Section 29; thence North 00 degrees 10 minutes 40 seconds East along the West line of the SE¹/₄ of NE¹/₄ of Section 29, a distance of 511.02 feet to the point of the beginning of the tract of land herein described; thence continuing North 00 degrees 10 minutes 40 seconds East, a distance of 325.00 feet; thence South 89 degrees 47 minutes 20 seconds East, a distance of 286.55 feet; thence South 00 degrees 56 minutes 10 seconds East, a distance of 621.63 feet to a point of the North right of way line of U.S. Highway No. 34; thence North 89 degrees 59 minutes 30 seconds West, a distance of 209.01 feet along the said North right of way line of U.S. Highway No. 34; thence North 31 degrees 12 minutes 10 seconds West along the Easterly right of way line of the public road connection to said U.S. Highway No. 34, a distance of 57.05 feet; thence North 09 degrees 59 minutes 30 seconds West along the said Easterly right of way line of the Public Road, a distance of 151.65 feet; thence North 00 degrees 19 minutes 40 seconds East along the said Easterly right of way line of the Public Road, a distance of 99.27 feet, thence North 89 degrees 45 minutes West, a distance of 33.4 feet to the point of beginning, containing 3.86 acres and being subject to a 20 foot wide strip of land reserved for roadway across the West 20.00 feet of the North 325.00 feet thereof.

Be and the same is hereby changed from its present zoning classification of "R-2" Two-family Residential District to "C-1" Neighborhood Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

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

SECTION 4

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

Passed on its first consideration on the 1st day of February, 2022.

Passed on its second consideration on the ___ day of _____, 2022.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2022.

Final passage and adoption on the ___ day of _____, 2022.

CITY OF OTTUMWA, IOWA

Richard W Johnson, Mayor

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2022.

Richard W Johnson, Mayor

___ Repassed and adopted over the veto this ___ day of _____, 2022.

___ Veto affirmed this ___ day of _____, 2022 by failure of vote taken to repass.

___ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

lowa X-Plosion Cheer & Tumbling has been a place for children, and teens to learn safe and efficient tumbling and cheer skills since June of 2017. Our current location is rented out, and out of space for the opportunity to grow. The building is no longer able to provide us the space needed to continue to grow our X-Plosion community. Our class sizes have tripled since we opened our doors.

I would like to rezone the property on Roemer Ave to be able to build a new, safe, and updated facility to provide cheer, tumbling, trampoline, and acro based classes to both Ottumwa, and surrounding areas youth. Ottumwa is lacking in opportunities for our youth to stay active. By having the ability to operate a commercial business on this property, we will be able to do the following:

- Hold multiple classes at once in the same facility
- Double or triple the amount of revenue
- Continue to see rising number in athlete enrollments
- Keep our youth healthy and active
- Ability to host in house meets or showcases
- Rentable room for parties and gatherings
- Offer more employment options for Ottumwa

Thank you for your consideration,

Lindsey McCoy
Owner & Coach



Alley

Merrouge Ave.

Hughs Ave.

Herman Ave.

Roemer Ave.

gravel parking lot
120' x 90' gymnasium

Ottumwa

IRRAWADDI

IRRAWADDI

ALL 3

1124

2801

2803

319

311

309

3105

3085

319

308

3025

300

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: 01/27/22

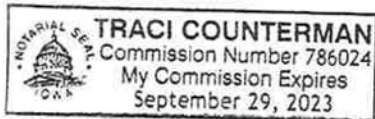
Subscribed and

sworn to before me, and in my presence, by the said 27th day of January, 2022



Notary Public

In and for Wapello County



Printer's fee \$38.46

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING

Notice of public hearing on proposed change in zoning classification on certain property located in the City of Ottumwa, Wapello County, Iowa. **TO WHOM IT MAY CONCERN:** Notice is hereby given that the City Council will hold a public hearing at 5:30 p.m. on Tuesday February 1, 2022 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for 1.82 acres of property south of Roemer Avenue with Merrouge Ave. to the west and the City Limits to the east in City of Ottumwa. The Property is zoned R-2 Two-Family Residential District and is legally described as follows: A part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa described as follows, to-wit: Beginning at a point 113.6 feet South of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 29, thence North 328 feet and 10 inches; thence East 765.4 feet, thence South 328 feet and 10 inches; thence West 766.9 feet to the place of beginning; said tract being all of Auditor's Lot 2 of the Northeast Quarter of the Southeast Quarter of said Section 29 and the South 215 7/30 feet of Auditor's Lot 4 of the Southeast Quarter of the Northeast Quarter of said Section 29, containing 5 3/4 acres, more or less, except 20 feet off the West side for roadway and except that part conveyed to the State of Iowa for road purposes and for use as a public highway as shown by record 244 page 175, Recorder's Office of said County and subject to a transmission line easement to the Iowa Southern Utilities Company as shown by record 277 Page 259 Recorder's Office of said County. The applicant requests a zoning change of the parcel from its present zoning of R-2 Two Family Residential District to C-1 Neighborhood Commercial District. Said change will permit use of the property for a new youth tumbling, cheer and recreation facility served by a private drive off of Roemer Ave. All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification. Members of the public wishing to contribute to the public hearing may attend the meeting at City Hall, mail written remarks to Planning Department, 105 E Third St., Ottumwa, IA 52501, call 641-683-0606 or email remarks to simonsonz@ottumwa.us. FOR THE CITY OF OTTUMWA CITY COUNCIL Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 14-2022: 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 14-2022.

DISCUSSION: The City contracts mowing services for some City-owned property, the Jefferson Drainage Ditch and properties which fail to comply with notices to mow tall grass. The City also contracts clean-up of nuisances when owners have failed to comply with nuisance notices or when a court order has authorized clean-up. The current contract with J&J Mowing expires April 1. This resolution releases an RFP to select a contractor through April 2026.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 14-2022

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 contract for these services expires April 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 February 2022.

CITY OF OTTUMWA, IOWA

BY 
Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk

City of Ottumwa, Iowa

Request for Proposals:

Contractual Mowing and Nuisance Clean-Up Services

Date: February 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 April 1, 2022 through April 1, 2026.

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. Dryer 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

- **January 2, 2022:** RFP Released.
- **February 9, 2022 4:30PM:** Any questions concerning the RFP are due, by email Zach Simonson at simonsonz@ottumwa.us.
- **February 11, 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.
- **February 18, 2022 4:30PM:** RFP responses due.
- **February 22, 2022:** Evaluation committee will announce selection.
- **March 1, 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:

The Jefferson Drainage Ditch will be mowed twice per year.
All other property on the regular mowing list will be mowed every other week.
Dryer weather may require less frequent mowing and grass shorter than 5 inches should not be mowed.

EXHIBIT A

Nuisance mowing or clean-up projects will be completed within five (5) business days.

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.

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

EXHIBIT A

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 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 \$300,000 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.

EXHIBIT A

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.

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

EXHIBIT A

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:

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

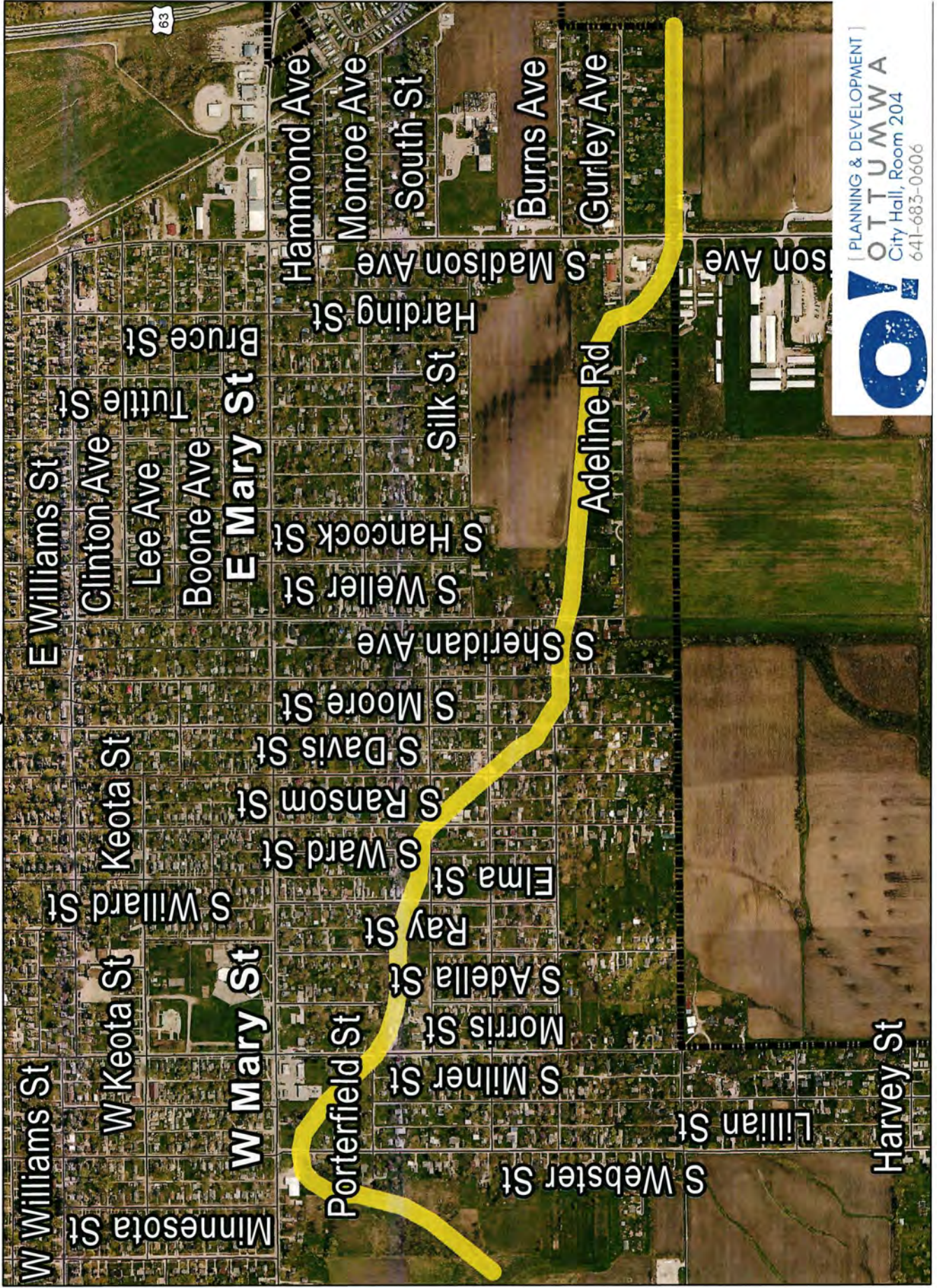
ADDRESS	OWNER
2ND ST E 1402	CITY OF OTTUMWA
2ND ST E 1605 TWO LOTS	CITY OF OTTUMWA
2ND ST W 1129	CITY OF OTTUMWA
3RD ST W 1025	CITY OF OTTUMWA
BELOW	CITY OF OTTUMWA
4TH ST W 513	CITY OF OTTUMWA
5TH ST W 319	CITY OF OTTUMWA
149 AND 5TH ANDERSON LARKIN A/F	STATE OF IOWA
63 @ WOODLAND AVE	STATE OF IOWA
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 OTTUMWA
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 OTTUMWA
FRANK ST 322	CITY OF OTTUMWA
GLENWOOD 809	CITY OF OTTUMWA
GOW 2001 N/T 110 TRAIL	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 : Feb 1, 2021

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 15-2022. A Resolution approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review the local assessor.

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 15-2022

DISCUSSION: This resolution approves 11 residential and 1 commercial tax abatement applications subject to review by the local assessor. There were 4 new homes and 1 new 4 unit rental in the city that applied for tax abatement assistance. The other applicants made improvements to their existing properties. The total value of all improvements is estimated at \$1,808,700.

Tax abatement is available city wide for both residential and commercial. This is the final year where tax abatements were calculated using the

Source of Funds:

Budgeted Item: Budget Amendment Needed:

previous Urban Revitalization Plan. 2022 Tax Abatements will be considered in February 2023 using the Amended and Restated Urban Revitalization Plan adopted on December 21, 2021.

RESOLUTION NO. 15-2022

A RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL AND COMMERCIAL TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN, SUBJECT TO REVIEW BY THE LOCAL ASSESSOR.

WHEREAS, the City of Ottumwa, Iowa, adopted the City of Ottumwa 1992 Urban Revitalization Plan on June 4, 1991; and

WHEREAS, in December, 2002, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Rochester North Urban Revitalization Area; and

WHEREAS, on January 4, 2005, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Downtown North Urban Revitalization Plan; and

WHEREAS, on April 4, 2017, the City of Ottumwa, adopted Amendment No. 2 to the 1992 Urban Revitalization Plan expanding commercial and industrial tax abatement throughout the city effective May 1, 2017; and

WHEREAS, all plans provide for property tax abatement for the actual value added by improvements to real estate according to different schedules for abatement; and

WHEREAS, the persons listed on Exhibit A have completed improvements in conformance with the adopted tax abatement plan for the city wide residential, the Rochester North or the Downtown Urban Revitalization Plan; and

WHEREAS, the individuals listed on Exhibit A have completed an application for tax abatement and have selected a schedule for said abatement; and

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

That the applications for tax abatement which are listed on Exhibit A are hereby approved by the City Council of the City of Ottumwa, Iowa, subject to review by the local assessor.

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

CITY OF OTTUMWA, IOWA

BY Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

Exhibit A Tax Abatement 2021

Application	Project	Property owners	Address	Cost of Improvements	Miscellaneous
2021-1	Addition - 3 year abatement	Kenneth and April Crosser	2352 Timberlane Hts	\$ 382,700.00	Garage/upper room
2021-2	General Improvements - 3 year abatement	Robert and Lisa Rusch	2612 Echo St	\$ 25,000.00	New deck and home improvements
2021-3	New Construction - 3 year abatement	Ryan Anderson and Dezeræe Stewart	1230 S Sheridan Ave	\$ 145,000.00	New Home
2021-4	New Construction - 10 year sliding scale	RG Property llc	1116 Traul Ave	\$ 400,000.00	Four residential units
2021-5	Addition - 3 year abatement	Robert Bernhinster Jr	729 E Mary	\$ 15,000.00	Two bedroom and pantry addition
2021-6	New Construction - 3 year abatement	Steven and Elizabeth Lee	12 Yorkshire Dr	\$ 295,000.00	New Home
2021-7	New Construction - 3 year abatement	Mark and Cynthia Miller	334 Hackworth	\$ 18,000.00	New Garage
2021-8	Addition - 5 year sliding scale	Richard and Kelly Schlotter	576 Crestview	\$ 8,000.00	Attached Garage
2021-9	New Construction- 3 year abatement	Paula Paulos	210 S Van Buren Ave	\$ 165,000.00	New Home
2021-10	New construction- 3 year abatement	Roland or Natalie Boylan Ehm	13 Cambridge Ct	\$ 300,000.00	New Home and Garage
2021-11	General Improvements - 3 year abatement	Melvyn Yeoman	1401 N Wapello	\$ 15,000.00	New windows and siding
2021-12	General Improvements - 3 year abatement	Mick and Denisa O'leary	219 W Woodland	\$ 40,000.00	New siding, porch roof, wood floors, back deck, fence and kitchen
			Total:	\$ 1,808,700.00	

General
 Improvements - 3
 Additions - 2
 New Homes - 4
 New Garages - 2

Commercial
 New - 1

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 1, 2022

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #19-2022. Approving Change Order #1 and accepting the work as final and complete for the Johnson 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 #19-2022.

DISCUSSION: This project involved full-width, full depth 8" PCC reconstruction of Johnson Avenue from Albia Road approximately 206' south. Consideration was given to a mill and HMA overlay. Considering the use of this section for semi's turning traffic movements, PCC was a better structural choice.

Change Order #1 consisted of an increase of \$9,357.40 for quantity adjustments.

Original Contract Amount	\$	109,929.65
Change Order #1	\$	<u>9,357.40</u>
New Contract Sum	\$	119,287.05
Amount paid to date	\$	<u>104,329.92</u>
Final Payment	\$	14,957.13

Pillar, Inc. of Huxley, Iowa has completed the above referenced work according to the plans and specifications. This will authorize payment and release all retainage.

Funding: ESRP \$900,000
\$358,509.81 remaining

Estimated cost: \$109,000

RESOLUTION #19-2022

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

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 2, 2021 with Pillar, Inc. of Huxley, Iowa for the above referenced project; and

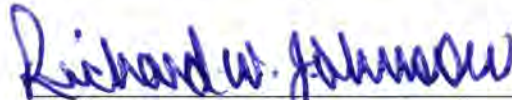
WHEREAS, Change Order #1 increased the contract amount by \$9,357.40, resulting in a new contract sum of \$119,287.05; and

WHEREAS, All work has been finished and 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 Johnson Avenue Reconstruction Project is hereby accepted as complete and authorization to make final payment to Pillar, Inc. of Huxley, Iowa in the amount of \$14,957.13 is hereby approved.

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

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: JOHNSON AVE RECONSTRUCTION To Contractor: PILLAR INC

Change Order Number: 1

The Contract is changed as follows:

20-Jan-22

Adjustment of Qty's See Tab Sheet	<u>\$10,490.20</u>
Pavement Reinforcement over shallow pipe 133.6 @\$2/LB	<u>\$267.20</u>
Liquidated Damages 7 Days @\$200/day	<u>-\$1,400.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$9,357.40</u>

Base bid amount \$109,929.65

NEW PROJECT TOTAL \$119,287.05

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$109,929.65</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$109,929.65</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$9,357.40</u>
The new Contract Sum including this change order	<u>\$119,287.05</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

ENGINEER/
DIRECTOR OF PUBLIC WORKS

DATE

PILLAR INC.

CONTRACTOR

1/22/24

DATE

[Signature]

BY

[Signature]

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: JOHNSON AVE RECONSTRUCTION

PAY REQUEST NO. 3

Final

FROM CONTRACTOR: PILLAR INC.

PAY PERIOD: 20-Jan-22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$109,929.65
2. Net change by Change Orders	\$9,357.40
3. Contract Sum to Date (Line 1± Line 2)	\$119,287.05
4. Total Completed and Stored to Date	\$119,287.05
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$119,287.05
7. Less Previous Payments	\$104,329.92
8. Current Payment Due	\$14,957.13

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 Pillar Inc

DATE: 1/24/22

BY: [Signature]

TITLE: COO

ENGINEER'S CERTIFICATE FOR PAYMENT

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

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$14,957.13

DATE: 01-24-2022

JOHNSON AVE RECONSTRUCTION

1/20/2022

ITEM	DESCRIPTION	UNIT	PILLAR INC. QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1	TOPSOIL, FURNISH, HAUL AND SPREAD	CY	15	\$15.00	\$225.00	15	\$225.00	\$0.00	100.00%
2	EXCAVATION, CLASS 10	CY	215	\$20.00	\$4,300.00	228.11	\$4,522.20	\$222.20	105.17%
3	EXCAVATION, CLASS 10 UNSUITABLE	CY	50	\$25.00	\$1,250.00	120.59	\$3,014.75	\$1,764.75	241.18%
4	SUBGRADE PREPARATION	SY	763	\$2.00	\$1,526.00	803	\$1,606.00	\$80.00	105.24%
5	MODIFIED SUBBASE	SY	763	\$8.00	\$6,104.00	803	\$6,424.00	\$320.00	105.24%
6	TRENCH COMPACTION TESTING	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00	100.00%
7	SEWER SERVICE, SANITARY, 6 IN. DIA	LF	25	\$40.00	\$1,000.00	12	\$480.00	(\$520.00)	48.00%
8	SANITARY SEWER, REMOVAL OF PIPE < 36"	LF	50	\$20.00	\$1,000.00	91	\$1,820.00	\$820.00	182.00%
9	STORM SEWER, TRENCHED, 15" RCP	LF	32	\$100.00	\$3,200.00	54.5	\$5,450.00	\$2,250.00	170.31%
10	SUBDRAIN, STD PERFORATED, 4"	LF	425	\$8.00	\$3,400.00	425	\$3,400.00	\$0.00	100.00%
11	SUBDRAIN OUTLET	LA	4	\$100.00	\$400.00	4	\$400.00	\$0.00	100.00%
12	SINGLE GRATE INTAKE, SW-501	EA	2	\$3,000.00	\$6,000.00	1	\$3,000.00	(\$3,000.00)	50.00%
13	SINGLE GRATE INTAKE, W/ MANHOLE, SW-503	EA	1	\$5,500.00	\$5,500.00	1	\$5,500.00	\$0.00	100.00%
14	MAN-HOLE ADJUSTMENT, MINOR	EA	1	\$700.00	\$700.00	2	\$1,400.00	\$700.00	200.00%
15	REMOVE MANHOLE OR INTAKE	EA	3	\$700.00	\$2,100.00	6	\$4,200.00	\$2,100.00	200.00%
16	STD OR SLIP FORM PCC PAVEMENT, CL C, CL 3, 8"	SY	665	\$50.85	\$40,465.25	689.35	\$41,946.95	\$1,481.70	103.66%
17	REMOVAL OF PAVED DRIVEWAY	SY	190	\$7.89	\$1,499.10	244.5	\$1,929.11	\$430.01	128.68%
18	DRIVEWAY, PCC, 7 IN	SY	180	\$58.97	\$10,614.60	244.5	\$14,418.17	\$3,803.57	135.83%
19	DRIVEWAY, 3/4" CRUSHED STONE	TN	30	\$25.00	\$750.00	30	\$750.00	\$0.00	100.00%
20	REMOVAL OF PAVEMENT	SY	630	\$7.89	\$4,970.70	663.33	\$5,233.67	\$262.97	105.29%
21	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00	100.00%
22	SEEDING, FERTILIZING, & MULCHING	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00	100.00%
23	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$2.00	\$200.00	0	\$0.00	(\$200.00)	0.00%
24	EROSION CONTROL, SILT FENCE & FILTER SOCKS REM	LF	100	\$0.25	\$25.00	0	\$0.00	(\$25.00)	0.00%
25	CONSTRUCTION SURVEY	LS	1	\$4,800.00	\$4,800.00	1	\$4,800.00	\$0.00	100.00%
26	MOBILIZATION	LS	1	\$6,900.00	\$6,900.00	1	\$6,900.00	\$0.00	100.00%

Qty Adjustments
Reinforcement over shallow pipe
Liquidated Damage: 7 Days @ \$200 / Day

\$267.20
(\$1,400.00)

TOTAL \$109,929.65

ASBUILT TOTAL

\$119,287.05

\$9,357.40

2014 – Contract 3 -	\$ 48,355.29 DC Construction (final cost)
2015 – Contract 4 -	\$119,179.20 DC Construction (final cost)
2016 – Contract 5 -	\$ 96,842.22 M4i Concrete of Sigourney, Iowa (final cost)
2017 – Contract 6 -	\$100,808.78 DC Concrete & Construction (final cost)
2018 – Contract 7 -	\$108,836.28 TK Concrete, Inc. (final cost)
2019 – Contract 8 -	\$128,576.73 DC Concrete & Construction (final cost)
2020 – Contract 9 -	\$202,375.00 (bid) DC Concrete & Construction (project pending)
2021 – Contract 10 -	\$ 57,646.84 Pillar, Inc. (final cost)

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #20-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE 2021 SIDEWALK DROP PROGRAM.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 18, 2021 with Pillar, Inc. of Huxley, Iowa for the above referenced project; and

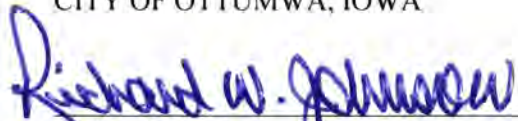
WHEREAS, Change Order #1 decreased the contract amount by \$78,673.66, resulting in a new contract sum of \$57,646.84; and

WHEREAS, All work has been finished and 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 2021 Sidewalk Drop Program is hereby accepted as complete and authorization to make final payment to Pillar, Inc. of Huxley, Iowa in the amount of \$2,882.34 is hereby approved.

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

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2021 Sidewalk Drop Program To Contractor: PILLAR INC.

Change Order Number: 1

The Contract is changed as follows:

Adjustment of Qty's: See Tab Sheet

DATE

\$0.00
<u>-\$78,673.66</u>
\$0.00
<u>\$0.00</u>
\$0.00
<u>\$0.00</u>
\$0.00
<u>\$0.00</u>
Total: (\$78,673.66)

Base bid amount \$136,320.50

NEW PROJECT TOTAL \$57,646.84

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$136,320.50</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$136,320.50</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$78,673.66)</u>
The new Contract Sum including this change order	<u>\$57,646.84</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

ENGINEER/
DIRECTOR OF PUBLIC WORKS

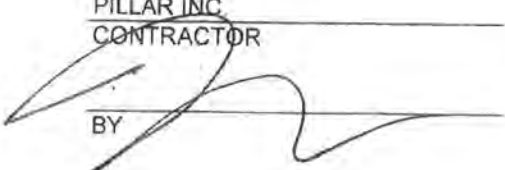
DATE

PILLAR INC

CONTRACTOR

1/24/22

DATE

BY 

COO

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2021 Sidewalk Drop Program

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: PILLAR INC

PAY PERIOD: 20-Jan-22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$136,320.50
2. Net change by Change Orders	(\$78,673.66)
3. Contract Sum to Date (Line 1+ Line 2)	\$57,646.84
4. Total Completed and Stored to Date	\$57,646.84
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$57,646.84
7. Less Previous Payments	\$54,764.50
8. Current Payment Due	\$2,882.34

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: Pillar Inc

DATE: 1/24/22

BY: [Signature]

TITLE: CO

ENGINEER'S CERTIFICATE FOR PAYMENT

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

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED \$2,882.34

DATE: 01-24-2022

2021 Sidewalk Drop Program

2
1/20/2022

ITEM	DESCRIPTION	UNIT	PILLAR INC.	EXTENSION	AS BUILT	EXTENSION	QUANTITY	% OF
			QTY	PRICE	QTY		OVER/UNDER	CONTRACT
1	CURB & GUTTER, PCC, 3.5' MAXIMUM WIDTH	LF	615	\$66.40	\$42,066.00	332.5	\$22,743.00	54.07%
2	REMOVAL OF SIDEWALK, SHARED USE PATH OR DW	SY	675	\$7.00	\$4,725.00	347.48	\$2,432.36	51.48%
3	SIDEWALK, P C CONCRETE, 6 IN	SY	675	\$61.66	\$41,553.00	306.4	\$18,861.98	45.39%
4	DETECTABLE WARNINGS	SF	256	\$45.00	\$11,520.00	199	\$8,955.00	77.73%
5	FULL DEPTH PATCHES	SY	50	\$183.53	\$9,176.50	0	\$0.00	0.00%
6	PAVEMENT REMOVAL	SY	50	\$7.00	\$350.00	0	\$0.00	0.00%
7	CURB & GUTTER REMOVAL	LF	615	\$7.00	\$4,305.00	340.5	\$2,383.50	55.37%
8	TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	1	\$0.00	100.00%
9	COMBINED RETAINING WALL-SIDEWALK, LESS THAN 3'	CY	15	\$575.00	\$8,625.00	3.08	\$1,771.00	20.53%
10	COMBINED RETAINING WALL-SIDEWALK, 3' TO 5'	CY	20	\$675.00	\$13,500.00	0	\$0.00	0.00%

TOTAL \$136,320.50
 ASBUILT TOTAL \$57,646.84
 (\$78,673.66)

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 1, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 21-2022: A RESOLUTION APPROVING A DOCKLESS SHARED
MOTORIZED SCOOTER OPERATING AND LICENSE AGREEMENT WITH BIRD
RIDES, INC. AND AUTHORIZNG THE MAYOR TO SIGN AND EXECUTE SAID
AGREEMENT

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 21-2022.

DISCUSSION: In June of 2021, the City entered into an agreement to allow Bird to use public right-of-way to park e-scooters. That agreement was for one year. Because e-scooters in our climate are a seasonal business, Bird has asked that we consider extending that agreement before they mobilize for spring.

Resolution 21-2022 would maintain the same terms as the previous agreement but would last for an additional two years. Staff has shared a

Source of Funds:

Budgeted Item: Budget Amendment Needed:

poll on the City website to solicit feedback about the scooters. Any results of that poll will be shared at the meeting for discussion and review. With the packet, Staff has included a year-in-review that was provided by Bird including information about the number of trips last season.

RESOLUTION NO. 21-2022

A RESOLUTION APPROVING A DOCKLESS SHARED MOTORIZED SCOOTER OPERATING AND LICENSE AGREEMENT WITH BIRD RIDES, INC. AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE SAID AGREEMENT

WHEREAS, Bird Rides, Inc. (Bird) operates an app-based platform for renting dockless electric scooters; and

WHEREAS, Bird seeks to provide this service within the City of Ottumwa; and

WHEREAS, City Staff and Bird have negotiated a Dockless Shared Motorized Scooter Operating and License Agreement; and

WHEREAS, this agreement protects the interests and security of citizens by setting enforceable expectations regarding parking, operation and liability; and

WHEREAS, this agreement would commence upon the passage and publication of an ordinance establishing regulations for electric scooters within the City of Ottumwa;

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

That the City Council approves the Dockless Shared Motorized Scooter Operating and License Agreement; and

That the City Council authorizes the Mayor to sign and execute said agreement.

Approved, passed and adopted this 1st day of February 2022.

CITY OF OTTUMWA, IOWA

BY _____
Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk

MOTION TO TABLE RESOLUTION NO. 21-2022 UNTIL THE CLOSING OF THE SURVEY AND BROUGHT BACK TO THE SUBSEQUENT COUNCIL MEETING FOR APPROVAL. ALL AYES

DOCKLESS SHARED MOTORIZED SCOOTER OPERATING AND LICENSE
AGREEMENT

This Operating and License Agreement (“Agreement”) is made this ____ (day) of _____ (month) 2022, by and between the City of Ottumwa, Iowa (“City”) and Bird Rides, Inc. (“Bird”).

RECITALS

WHEREAS, a goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility; and

WHEREAS, shared micro-mobility devices, such as electric scooters, are a component to help the City achieve its transportation and environmental goals and the City desires to make electric scooter share services available to residents, those who work in the City, and visitors; and

WHEREAS, Bird is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate an electric scooter share program within the City; and

WHEREAS, Bird shall abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide electric scooter share services; and

WHEREAS, Bird possesses technology in its electric scooter fleet such that electric scooters may be locked and opened by Bird customers with a mobile application and tracked to assist operations and maintenance.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Use of City Property. City authorizes Bird to use the City right-of-way for the purposes set forth in Section 2 of this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.

2. Permitted Use. Bird customers may use the City right-of-way solely for parking of electric scooters owned and operated by Bird. Bird shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

a. Use of the City right-of-way, and Bird's operations within the City, shall, at a minimum: (1) not adversely affect City Property or the City's streets, roadways, bike lanes, or sidewalks; (2) not adversely affect the property of any third parties; (3) not inhibit pedestrian or vehicular movement within the City right-of-way or along other property or rights-of-way owned

or controlled by the City and (4) not create conditions which are a threat to public safety and security.

b. Upon termination of this Agreement by either party, Bird shall, at its sole cost and expense, remove its property from the public right-of-way within seven (7) days of the date of termination.

c. Bird shall not introduce additional mobility devices, other than electric scooters, without first receiving City approval.

3. Electric Scooter Parking.

a. Electric scooters may be located on the City right-of-way or other public property so long as they do not obstruct or interfere with the public's use of said right-of-way or property.

b. Electric scooters shall be parked on a sidewalk or other hard surface, in a manner that would not impede the normal and reasonable pedestrian access on a sidewalk and provides a minimum of three (3) feet of a pedestrian walkway, in compliance with the Americans with Disabilities Act.

c. Electric scooters may not be parked in a manner that would impede or obstruct vehicular traffic on a street or alley.

d. Electric scooters shall not be parked in a manner on the sidewalk that impedes or obstructs access to the following:

1. ADA parking zones;
2. Street furniture that requires pedestrian access (i.e., benches, parking meters/pay stations, bus shelters, etc.)
3. Curb ramps;
4. Entryways;
5. Driveways;
6. Sidewalk cafes or parklets;
7. Transit zones, including bus stops, shelters, passenger waiting areas and bus staging zones, except at existing bicycle racks;
8. Fire hydrants;
9. Loading zones; and
10. Landscape planting beds or other landscape materials.

e. Incorrectly parked electric scooters shall be moved within four (4) hours of notice from the City to Bird. Bird shall provide the name, telephone number, and email of a person or persons to be available to receive and respond to complaints 24 hours a day, 7 days a week.

f. The City may remove an electric scooter from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify Bird and Bird must respond within two (2) hours of contact from the City during normal business hours defined as 8:00AM to 6:00PM Monday through Friday or within ten (10) hours outside of normal business hours. If the City must remove an electric scooter, Bird shall be charged a relocation fee of \$35.00.

g. Bird will work with the City to identify designated parking locations in safe areas, and to explore incorporating no-parking zones within the Bird app. Priority areas for geo-fencing to establish zones where electric scooters are not allowed to be operated are highways. Priority areas for geo-fencing to establish zones where electric scooters are not to be parked are residential neighborhoods, industrial parks and highways. Bird will cooperate with the City to establish effective geo-fencing in these areas.

4. Loss or Damage: City assumes no liability for loss or damage to Bird's electric scooters or other property. Bird agrees that City is not responsible for providing security at any location where Bird's electric scooters are stored or located, and Bird hereby waives any claim against City in the event Bird's electric scooters or other property are lost or damaged.

5. Customer Safety: Bird shall include images and texts within the Bird app and website of how to properly ride and park electric scooters, as well as the age limitation (18 years or older) for riding Bird electric scooters. Bird shall require a valid driver's license per electric scooter rented, in order to help prevent use of electric scooters by minors. Bird shall limit the motorized-assisted speed of electric scooters to no more than 15 miles per hour. Bird may coordinate with the City and local partners to encourage and promote helmet usage.

6. Maintenance of Electric Scooters. Bird shall maintain its electric scooters in a good working manner. In the event a safety or maintenance issue is reported for a specific electric scooter, that electric scooter shall be made unavailable to users and shall be removed within four (4) hours of notice from the City or user to Bird. Any inoperable or unsafe electric scooters shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Bird's electric scooters.

7. Maintenance and Care of City Property: Bird expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of Bird's use of City Property. Should Bird fail to repair, replace or otherwise restore such real or personal property, Bird expressly agrees to pay City's costs in making such repairs, replacements or restorations.

8. Fleet Size Limit: Bird shall maintain a fleet of no more than 100 electric scooters. Electric scooters shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Bird may request to increase the fleet limit, which the City Administrator may grant based on Bird's performance under this Agreement.

9. Indemnification.

a. Bird will indemnify, defend, and hold harmless the City and its elected or appointed officials, employees, agents, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this Agreement, or which are related to Bird's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Bird (including its officers, managers, employees, contractors, agents, and volunteers) or its customers, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement of any of Bird's electric scooters, except as set forth in Section 9(b) hereof.

b. Bird will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the City or the City's Indemnified Parties, for which Bird shall have no liability hereunder.

10. Insurance. Bird shall procure and maintain for the duration of this Agreement insurance against claims for which Bird has indemnified the City pursuant to Section 9 of this Agreement. Each insurance policy shall name the City and its elected or appointed officials, employees, agents, and volunteers as additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; (ii) for any covered claims, Bird's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of Bird's insurance and shall not contribute with it; (iii) Bird waives all rights of subrogation against City, its elected or appointed officials, employees, agents or volunteers. The insurance required to be provided herein, shall be with insurers possessing an AM Best's rating of no less than A:VII.

a. Bird shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00).

b. Bird shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of Iowa. In addition, Bird shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Iowa for all of the subcontractor's employees.

c. Bird shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Bird arising out of this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than One Million and no/100 Dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

11. Compliance with Law. Bird, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City right-of-way and the operation of its electric scooter share program, including but not limited to laws governing operation of electric scooters. If any license, permit, or other governmental authorization is required for Bird's lawful use or occupancy of City right-of-way or any portion thereof, Bird shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Bird, at no additional cost to City, such that Bird can properly comply with this Section and be allowed to use City right-of-way as specified in Section 2, above.

12. Data Sharing. Bird agrees to provide data requested by City to assist with monitoring electric scooter usage.

13. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

14. Term. This Agreement shall commence upon final passage, approval and publication of an ordinance establishing regulations for the use of electric scooters within the City of Ottumwa. The City shall provide notice of this Commencement Date to Bird. This agreement shall expire on the date that is two (2) years after the Commencement Date unless earlier terminated pursuant to Section 15, below. At the conclusion of the term, the Agreement may be extended by mutual consent of the parties, subject to any new terms agreed between the parties.

15. Termination. This Agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 14, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

16. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.

17. Permits. The City shall notify Bird of any local permits required, if any, of the company for its local operation.

18. Inspection of Records. Bird shall keep true and accurate records showing all trip activity and data within the City. The City shall have the right through its representatives, and at reasonable times, including any time during the one-year period following the termination of the Agreement, to view data as it relates to the number of trips taken within the City's limits.

19. Applicable Law and Venue. The laws of the state of Iowa shall govern the interpretation and enforcement of this agreement.

20. Assignment. Bird may not assign its rights under this Agreement.

21. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed electronically.

22. Notices. Any notice required to be given in writing by either party pursuant to this Agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Bird or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a) If to Bird: NAME/TITLE
ADDRESS

(b) If to the City: Zach Simonson
Community Development Director
105 E Third St.
Ottumwa, IA 52501

23. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Bird relative to the contracted matters herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted matters herein are superseded.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BIRD

CITY OF OTTUMWA

Mayor

Attest: _____
City Clerk

01874985-1\10981-1000



Hey Ottumwa!

A Year in Bird (so far):



07/2021

Birds Landed



100

Number of Birds



3.65

Metric Tonnes of CO2 saved



7,582

Total Rides

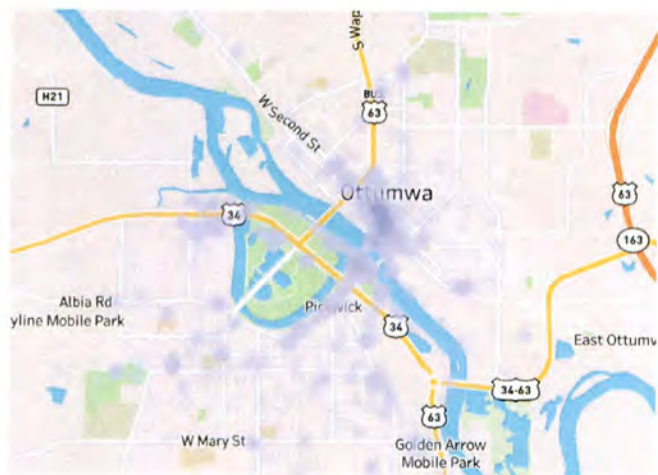


17,178

Total Miles Traveled

1

Bird takes you where you want to go. Here's where the Bird community is riding Birds to!



Thanks for Birding, as a Reminder:

- Park properly - do not block sidewalks
- Ride in a bike lane when available
- Stay off the sidewalks
- Always wear a helmet

Got It

2

This year, we reminded Ottumwa riders... Please ride and park responsibly.

- Bird's Rental Agreement requires riders to be 18 or older to ride.
- Stay off the sidewalk - use a bike lane when available
- Park properly - do not block sidewalks, ADA ramps, or entrances.



3

A Bird's Eye View:



So far this year, globally, Bird has:

- ✓ Integrated with **Google Maps** to increase access to Birds worldwide
- ✓ Launched **“Safe Start”** an in-app program designed to stop drinking and riding.
- ✓ Launched **electric bike-sharing** in select cities, with more to come.
- ✓ Announced that we **offset ALL GHG emissions** associated with our scooters in 2020
- ✓ Became official supporters of the **Vision Zero Network**, a global movement dedicated to ending traffic fatalities

1.) What was the purpose of your most recent Bird trip?

For fun/leisure	Get to/from dining/shopping/local businesses	Get to/from social activities	Run errands/appointments	Get to/from work	Get to/from school
84.75%	0.00%	1.69%	1.69%	1.69%	6.78%

Did you visit a local business on your trip (as the destination or along the way)?

Yes	No
40.68%	59.32%

Did having access to Bird make you more likely to visit that business?

Yes	No
27.12%	11.86%

If Bird didn't exist, how would you have gotten to your destination?

Personal car	Walk	Personal bike	Lyt/Uber/Taxi	I would not have taken this trip
38.98%	16.95%	3.39%	3.39%	0.00%
Yes	No			33.90%
27.12%	72.88%			

Did you take Bird to connect to or from another form of transportation?

Which mode did you connect to or from?

Personal car	Public transit	Carshare	Lyt/Uber/Taxi
20.34%	0.00%	3.39%	3.39%

Does having access to Bird make you more likely to use the mode you connected to or from?

Yes	No
20.34%	6.78%

What's the most important investment to improve e-scooter service in your city?

Create more bike lanes to ride Birds in	Create street signs to show where I can't ride or park my scooter	Create more on-street scooter parking spaces to reduce clutter	Reduce the number of operators so I don't have to toggle between scooter apps
42.37%	11.86%	13.56%	6.78%

Gender

Male	Female	Prefer Not to Say
33.90%	64.41%	0.00%

Average Age

32

Number of Responses

59



CITY OF
OTTUMWA

Citizen Input Request Form

2-1-2022

Council Meeting Date

Name: KRIS MUNDT

Address: 109 S. CHERRY

Item No. to Address: F 2

(Agenda will be provided to complete this section)

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

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF
OTTUMWA

Citizen Input Request Form

Feb. 1, 2022

Council Meeting Date

Name: Rollie Ehm

Address: 13 Cambridge Court

Item No. to Address: 142

(Agenda will be provided to complete this section)

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

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.