



[ CITY OF ]  
OTTUMWA

**\*\*AMENDED AGENDA  
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 13  
Council Chambers, City Hall

April 5, 2022  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 9 on March 10, 2022, Regular Meeting No. 10 on March 15, 2022, Special Meeting No. 11 on March 22, 2022 and Special Meeting No. 12 on March 29, 2022 as presented.
2. Acknowledge February financial statement and payment of bills as submitted by the Finance Department.
3. Recommend re-appointment of Xavier Wilson to the Civil Service Commission, term to expire 4/1/2026.
4. Approve reclassification of Evening Janitor position at the Beach.
5. Approve the appointment of Todd Nickel to Utility Worker – Parks on or about April 10, 2022.
6. Approve the appointment of Jeremy Lipe to Building Inspector in the Health Department on or about April 10, 2022.
- \*\*7. Approve the appointment of Aaron Short to the position of Equipment Operator – Street Cleaning Department on or about April 10, 2022.
8. Approve the appointment of Robert Mitchell Schaffner to the position of Police Officer effective on or about April 25, 2022 for the Ottumwa Police Department.
9. Mental Health Month Awareness Proclamation for May 2022.
10. Approving the twenty-four month renewal of car wash services for the Ottumwa Police Department with Ottumwa Wash Express, effective March 1, 2022.
11. Setting April 19, 2022, as the date of a public hearing to approve plans, specifications, form of contract and estimated cost for the Campground Shower House and Office Project.
12. Approve Salvage Dealer's License renewals for the following: Alter Metal Recycling, 404 N. Forrest Ave.; Courtney Car Crushing & Scrap, 825 Hayne St.; Paulos Used Cars, 430 N. Forrest Ave.; Rosenman's Inc., 902 E. Main St.; all applications pending final inspections.
13. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc., d/b/a Hy-Vee #2 C-Store (2457 North Court Street).
14. Approve proposal from CIT Sewer Solutions for repairing sewer joints in a 24" VCP sewer, totaling \$11,000 to be paid out of sewer fund balance.
15. Resolution No. 90-2022, authorizing the reallocation of \$170,000 CIP Bond Proceeds, Series 2021, from the Parks Pond Fill-In Project to the Parks Shower House Project.
16. Resolution No. 91-2022, authorizing the transfer of American Rescue Plan Act (ARPA) funding into appropriate funds, in accordance with the approval of the projects included under Resolution No. 85-2022; and allocating 35% of Hotel/Motel recovery to CVB, per agreement.
17. Resolution No. 93-2022, approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center, term to end on May 23, 2023.
18. Resolution No. 94-2022, fixing date for a public hearing on the proposed vacation of a pylon sign easement.

19. Resolution No. 98-2022, approving the contract, bonds and certificate of insurance for the 2022 Street Patch Repair Program.
20. Resolution No. 99-2022, approving the contract, bonds and certificate of insurance for the Blake's Branch Sewer Separation-Phase 8, Division 1, East of Iowa Ave Project.
21. Resolution No. 101-2022, fixing date for a public hearing on the proposal to convey certain real property described as Lot 4 of Ottumwa Airport Subdivision No. 4 to Schroeder G. Properties, L.L.C.
22. Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 E. Second St.; Norte Starr, LLC, 219 Fox Sauk Rd.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Stomp Out Stigma & iJAG Students to present on Mental Health Awareness.

***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. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway Store #1014 at 502 West Second Street.

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty 1st Violation and the Acknowledgement/Settlement Agreement with BW Gas & Convenience Retail, LLC, d/b/a Yesway Store #1014 at 502 W. Second Street.

2. Bid report to reject bid received on Green Street Sewer Improvement Project.

RECOMMENDATION: Reject bid received on Green Street Sewer Improvement Project.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the proposed adoption of Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan in the City of Ottumwa, State of Iowa.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 74-2022, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for Urban Renewal projects; and adopting Amendment No. 1 to the Wildwood Drive/Highway 34 Economic Development Urban Renewal Area.

RECOMMENDATION: Pass and adopt Resolution No. 74-2022.

2. This is the time, place and date set for a public hearing on the matter of the Proposal to enter into a Development Agreement with Hopkins Properties, LLC.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 75-2022, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Hopkins Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 75-2022.

3. This is the time, place and date set for a public hearing on the matter of the proposed authorization of a Lease – Purchase Agreement in the principal amount of not to exceed \$25,000 for the acquisition and equipping of a refueler truck for the airport, a general corporate purpose between the City of Ottumwa and AvFuel Corporation for fueling services at the Ottumwa Regional Airport.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 83-2022, instituting proceedings to take additional action for the authorization of a lease-purchase agreement in the principal amount of not to exceed \$25,000, for the acquisition and equipping of a refueler truck for the Airport for a general corporate purpose.

RECOMMENDATION: Pass and adopt Resolution No. 83-2022.

4. This is the time, place and date set for a public hearing on the disposal of City owned property described as Lot 11 in Block 3 of the Blake Park Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 817 Chester Avenue.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 87-2022, accepting the offer and approving the sale of City owned property commonly known as 817 Chester Avenue, to Rippling Waters for \$125.

RECOMMENDATION: Pass and adopt Resolution No. 87-2022.

5. This is the time, place and date set for a public hearing on an application to the Iowa Economic Development Authority for a Community Development Block Grant from the COVID-19 Program (IEDA CDBG-CV).
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 96-2022, authorizing the Mayor to sign and submit the Iowa Economic Development Authority for a Community Development Block Grant from the COVID-19 (IEDA CDBG-CV) Application for the ISU Building Upper-Story Housing Project at 307-309 E. Main Street, and if funded, to sign all contract related documents.

RECOMMENDATION: Pass and adopt Resolution No. 96-2022.

6. This is the time, place and date set for a public hearing on proposed Ordinance No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by

Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
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- C. Ordinance No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3191-2022.

7. This is the time, place and date set for a public hearing on proposed Ordinance No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 and 38-940 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3192-2022.

8. This is the time, place and date set for a public hearing on the Proposed Ordinance No. 3193-2022, granting an Electric Transmission Franchise to ITC Midwest, LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3193-2022, granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an Electric Transmission System for a period of 25 years.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3193-2022.

9. This is the time, place and date set for a public hearing on the Proposed Ordinance No. 3194-2022, establishing a one-year moratorium on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3194-2022, establishing a one-year moratorium on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3194-2022.

#### H. RESOLUTIONS:

1. Resolution No. 84-2022, authorizing all transfers for Fiscal Year 22.

RECOMMENDATION: Pass and adopt Resolution No. 84-2022.

2. Resolution No. 92-2022, awarding the contract for the Apron 2022 Improvements Project for the Ottumwa Regional Airport to Winger Contracting Company of Ottumwa, Iowa, in the amount of \$228,853.25.

RECOMMENDATION: Pass and adopt Resolution No. 92-2022.

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RECOMMENDATION: Pass and adopt Resolution No. 95-2022.

4. Resolution No. 97-2022, releasing a Request for Qualifications for Historic Preservation Planning Professional Services to develop a Historic Preservation Plan for the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 97-2022.

5. Resolution No. 100-2022, releasing a Request for Qualifications for Architectural Services for Missing Middle Medium Density infill and Market-Rate single family housing site plan prototypes, drawings, specifications and cost estimates.

RECOMMENDATION: Pass and adopt Resolution No. 100-2022.

#### 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

#### ADJOURN

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**\*\*AMENDED – Incorrect Department was listed for the Equipment Operator. It should be Street Cleaning Department.**



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/01/22 TIME: 12:50 PM NO. OF PAGES 6  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: \*AMENDED Agenda for the Regular City Council Meeting #13 to be held on 4/05/2022 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 0681  
DEPT. ID 4717  
PGS. 6  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
96823269  
ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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JOB NO. 0681  
DEPT. ID 4717  
ST. TIME 04/01 12:47  
SHEETS 6  
FILE NAME  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 0678  
DEPT. ID 4717  
PGS. 6  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
96823269  
ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



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

MEMO: Tentative Agenda for the Regular City Council Meeting #13 to be held on  
4/5/20225 at 5:30 P.M.

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\*\*\* TX REPORT \*\*\*  
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JOB NO. 0678  
DEPT. ID 4717  
ST. TIME 04/01 10:24  
SHEETS 6  
FILE NAME  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
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ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



CITY OF  
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 4/1/2022 TIME: 10:30 AM NO. OF PAGES 6  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #13 to be held on 4/5/20225 at 5:30 P.M.

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SPECIAL MEETING NO. 9  
Council Chambers, City Hall

March 10, 2022  
5:00 O'Clock P.M.

The meeting was called to order at 5:00 P.M.

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

Also in attendance City Admin. Rath, PW Dir. Seals, Fire Chief Miller, Interim Fin. Dir/Accountant Jaegers, Community Development Dir. Simonson, WPCF Superintendent Lloyd.

Roe moved, seconded by Galloway to approve the agenda as presented. Motion carried 4-0 vote. Council Member Pope was absent.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Mayor introduced Tim Oswald with Piper Sandler to discuss Bond Proceedings and Processes as related to FY23 City Budget.

Council Member Pope arrived at 5:06 P.M.

Open discussion was had by City Council members. Main talking points: working with the Fin. Dir., we developed a plan to borrow one yr. and pay it off the next to keep interest costs to a min.; definition of essential and general obligation bonds; most of the projects included in the budget follow the 2040 Comp. Plan; looking at having at the min. \$4 Million available each yr. for CIP; need to approve ARPA funding projects before end of March, 2022; hope to address this more during the meeting on 3/15/2022 with presentation from requestor; Rath would like to bring recommendations to Council for approval on 3/22/2022 to officially approve ARPA funds ; Tim will return in April/May timeframe to sell bonds and lock in interest rates.

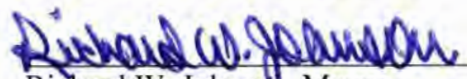
There being no further business, Hull moved, seconded by McAntire that the meeting adjourn. All ayes.

Adjournment was at 5:44 P.M.

ATTEST:

  
*Christina Reinhard*  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 03/22/2022

## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 10  
Council Chambers, City Hall

March 15, 2022  
5:30 O'Clock P.M.

The meeting was called to order at 6:00 P.M.

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

McAntire moved, seconded by Pope to approve consent agenda: Mins. from Regular Mtg. No. 8 on March 1, 2022; Approve updated Salary Schedule; Approve Lease Agt. for Ottumwa School Dist. for big baseball diamond from March 21, 2022 - Dec. 31, 2022; Res. No. 67-2022, approving contract, bonds, cert. of ins. for Pawnee Dr. Reconstruction Project; Res. No. 82-2022, setting April 5, 2022 as date for public hearing to consider lease agt. between the City and AvFuel Corp.; Beer and/or liquor applications for: MAD Ave. Quick Shop, 405 S. Madison Ave.; Pizza Hut, 1247 Theater Dr.; all applications pending final inspections. Motion carried 4-0 vote.

Roe moved, seconded by McAntire to approve agenda as presented. Motion carried 4-0 vote.

City Admin. Rath cont. ARPA funding questions/proposals from last mtg. The City has \$1.8 Million in funds that needs designated by end of March; and spent by end of next yr. Mary M. Butler of Whatsoeveryoudo, Inc. presented; along with Ken & Leslie LaRue (members of WYD board). Currently renovating 105 S. Iowa Ave. into a women/childrens shelter; request \$100,000 to help with current phase of construction; when complete, shelter will house 75-100 clients; close to \$400,000 already put into renovations from donations alone; Ottumwa and surrounding areas can utilize shelter; not using any HUD grants. Council asks for strategic and sustainability plans. Council has taken a position where we do not fund non-profits with tax payer dollars. We are also looking at a completion date for construction – without a timeline for this, it would be hard to award funding that we know has to be spent by a certain date. What regulatory agency will oversee the shelter? Will you need certification by Dept. of Inspections & Appeals? Council collectively agrees recommendation to defer this ask (\$100,000) to next yr. of funding.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Roe moved, seconded by Hull to table approving an additional step increase for Jay (JD) Wheaton until a later undefined date. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on approval of ten-year Lease Agt. with USDOT-FAA for Remote Communications Outlet (RCO) room in Terminal Bldg. at Ottumwa Reg. Airport. Rath reported FAA has been leasing space from the City to operate an antenna and equip. and ten-yr. lease expired. No objections were rec'd. Hull moved, seconded by McAntire to close public hearing. Motion carried 4-0 vote.

Roe moved, seconded by McAntire that Res. No. 60-2022, auth. Mayor to sign ten-year Lease Agt. with USDOT-FAA for Remote Communications Outlet (RCO) room at Ottumwa Reg. Airport, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on proposed adoption of the 2023 City

Budget. Rath reported the City will decrease the total tax levy rate to \$21.21996, which is a reduction of \$1.00. Total est. expenditures for FY22/23 \$54,321,980. No objections were rec'd. Roe moved, seconded by Hull to close public hearing. Motion carried 4-0 vote.

Roe moved, seconded by McAntire that Res. No. 64-2022, adopting annual budget for FY ending June 30, 2023, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on disposal of City owned property described as Lot 11 in Block 3 of Blake Park Addition to the City of Ottumwa, Wapello County, IA, commonly known as 817 Chester Ave. Community Dev. Dir. Simonson reported Rippling Waters offered to purchase this vacant lot for \$125 and will sign a Development Agt. agreeing to construct a new home within three yrs. Previous requests to purchase this lot for green were denied because it is a buildable lot. No objections were rec'd. Pope moved, seconded by McAntire to close public hearing. Motion carried 4-0 vote.

Roe moved, seconded by Hull that Res. No. 76- 2022, accepting offer and approving sale of City owned property at 817 Chester Ave., to Rippling Waters for \$125, be passed and adopted. Motion carried 4-0 vote.

This was the time, place and date set for a public hearing on application to IA Economic Development Auth. for a Community Development Block Grant from the COVID-19 Program. Simonson reported a project was identified that will provide assistance to food service program operated by Starr Workforce/Blessings Soup Kitchen that provides meals to persons experiencing homelessness. If funded, the \$100,000 CDBG grant would provide commercial grade appliances for Blessings so they can continue support the growing need for this service. The grant would not require a local match. Sheri Locke also presented. No objections were rec'd. McAntire moved, seconded by Pope to close public hearing. Motion carried 4-0 vote.

Hull moved, seconded by Pope that Res. No. 77-2022, auth. Mayor to sign and submit application to IA Economic Development Auth. for Community Development Block Grant from COVID-19 Program for The Ottumwa Blessings Soup Kitchen / food program assistance project and, if funded, to sign all contract related docs., be passed and adopted. Motion carried 4-0 vote.

Roe requested recess at 7:22 P.M. for 10 mins.

Council reconvened at 7:31 P.M.

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

Roe moved, seconded by Pope that Res. No. 50-2022, awarding contract for 2022 Street Patch Repair Program to TK Concrete, Inc. of Pella, IA, for \$145,750, be passed and adopted. Motion carried 4-0 vote.

Pope moved, seconded by Roe that Res. No. 66-2022, approving Professional Services Agt. between the City and McClure Engineering Comp. for Hwy. 34 – Vine St. Interchange Project and auth. Mayor to sign agt., be passed and adopted. The study would determine if the proposed roundabout could be relocated to improve the City's current plan to realign Vine St. to improve safety and promote future development. Total cost \$27,820. Motion carried 4-0 vote.

Hull moved, seconded by Pope that Res. No. 68-2022, approving Iowa's Transportation Alternatives Program (TAP) Application for Oxbow Lagoon Link Trail and auth. mayor to sign application, be passed

and adopted. Seals reported est. total project cost \$841,005 with the following funding sources: In-kind (city) \$128,288, Wapello County Trails \$38,000, City CIP \$20,000, TAP Grant \$654,717. Motion carried 4-0 vote.

Roe moved, seconded by Hull that Res. No. 69-2022, awarding contract for Blake's Branch Sewer Separation – Ph. 8, Div. 1, East of Iowa Ave Project to Langman Construction, Inc. of Rock Island, IL, for \$3,143,755, be passed and adopted. Seals reported only one bid was rec'd. Budgeted amt. \$3,000,000; balance will come out of RUT. Motion carried 4-0 vote.

McAntire moved, seconded by Pope that Res. No. 70-2022, setting Public Hearing on Proposed Ord. No. 3193-2022 Granting an Electric Transmission Franchise to ITC Midwest, LLC, be passed and adopted. PH will be April 5, 2022. Motion carried 4-0 vote.

Roe moved, seconded by McAntire that Res. No. 71-2022, setting dates of consultation and public hearing on proposed Amendment No. 1 to the Wildwood Dr./Hwy. 34 Urban Renewal Plan in the City of Ottumwa, State of IA, be passed and adopted. Consultation Mtg. will be 10:00 A.M. on March 21, 2022 and PH on April 5, 2022. Motion carried 4-0 vote.

Hull moved, seconded by McAntire that Res. No. 72-2022, awarding contract for mowing and nuisance clean-up services for City of Ottumwa to Iowa Fence, Inc. of West Des Moines, IA, to be passed and adopted. Motion carried 4-0 vote.

Roe moved, seconded by Hull that Res. No. 73-2022, fixing date for public hearing on proposal to enter into Development Agt. with Hopkins Properties LLC, and providing for publication of notice thereof, be passed and adopted. PH will be April 5, 2022. Motion carried 4-0 vote.

Hull moved, seconded by Roe that Res. No. 78-2022, auth. Mayor to sign grant admin. services and design services contracts for IA Economic Development Community Development Block Grant (CDBG-CV) Façade Grant, be passed and adopted. Motion carried 4-0 vote.

Roe moved, seconded by McAntire that Res. No. 79-2022, adopting IA Economic Development Auth. (IEDA) Community Development Block Grant (CDBG) Policy Packet, be passed and adopted. Simonson reported in order to participate in IEDA CDBG such as the CDBG CV Façade and Food Assistance Programs, communities must adopt a packet of certain policies. Motion carried 4-0 vote.

Hull moved, seconded by Roe that Res. No. 80-2022, adopting Policy Stmts. governing operation of the City of Ottumwa's Blocks to Neighborhoods Program, be passed and adopted. Motion carried 4-0 vote.

Hull moved, seconded by Roe that Res. No. 81-2022, fixing date for public hearing on application to IA Economic Development Auth. for Community Development Block Grant from COVID-19 Program, for a project at 307-309 E. Main St., be passed and adopted. Simonson reported this project will convert the unused second floor at 307-309 E. Main St. to create 3 new apartments. The grant provides up to \$500,000 per project. PH will be April 5, 2022. Motion carried 4-0 vote.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. There were none.

McAntire recognized John Hart for his years of hard work and dedication to the Legion Baseball field and organization.

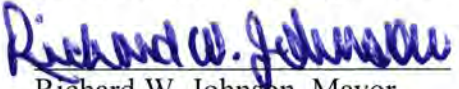
There being no further discussion, Roe moved, seconded by Hull that the meeting adjourn. Motion carried 4-0 vote.

Adjournment was at 8:13 P.M.

ATTEST:

  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 03/24/2022

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 11  
Council Chambers, City Hall

March 22, 2022  
5:30 O'Clock P.M.

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

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

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

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda, there were none.

Roe moved, seconded by Galloway that Res. No. 85-2022, Designation of Yr. One Funding under American Rescue Plan Act (ARPA), be passed and adopted. All ayes.

Hull moved, seconded by Roe that Res. No. 86-2022, setting April 5, 2022 as date of a public hearing on the disposition of City Property located at 817 Chester Ave., be passed and adopted. All ayes.

Pope moved, seconded by McAntire that Res. No. 88-2022, approving and auth. execution of Subordination Agts. related to mortgages held by the City on 303 E. Main St. and 305 E. Main St., be passed and adopted. All ayes.

McAntire moved, seconded by Galloway that Res. No. 89-2022, auth. execution of and directing service of notices under IA Code Sec. 447.9 related to Tax Sale Cert. held by the City, be passed and adopted. All ayes.

Engineering/Public Works Work Session. PW Dir. Seals, City Engineer Burgmeier, Randy Johnson and Ted Payseur from V&K, Inc. presented on CSO. Seals also presented on street reconstruction in the City.

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

Adjournment was at 6:34 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 03/31/2022

## OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 12  
Council Chambers, City Hall

March 29, 2022  
5:30 O'Clock P.M.

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

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

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

Mayor Johnson asked if Council would entertain allowing a citizen to address an item not on the agenda before moving into work session. All agreed. Mr. William O'Hara informed Council of two separate incidents involving a dog in his neighborhood; of which resulted in a child going to the ER to get stitches. This was turned into the PD; informed that the animal control officer would address this upon his return from vacation while the owners had to quarantine the dog for 10 days.

HR Dir. Codjoe and City Admin. Rath presented on Human Resources Dept. HR's focus is people: acquiring, developing and retaining; with the day-to-day management of people. Employment records/Personnel files in relation to IA Code Section 22.7(11) defining what must remain confidential and what can be accessed through FOIA.

UKG – when this is fully functioning with all modules, we hope to be able to eliminate most of the paper processes in HR; all be housed within UKG.

Civil Service Commission – the purpose of the Civil Service Commission is to provide an efficient and equitable public service, which protects the interests of the citizens of Ottumwa, the City of Ottumwa, and its employees. Cities having a population over eight thousand and having a paid fire dept. or paid police dept. must have Civil Service. Both the HR Dept. and City Clerk are tasked with working through the process together; which is lengthy and time consuming. We are reviewing all job descriptions and updating during this process too. In Jan. 2022, we had ave. 3.3 applications submitted per position; this makes it difficult to end up with a viable list of candidates for any position.

The City currently operates under five Collective Bargaining Agts: Ottumwa Police Union Teamster's Local #238, Ottumwa Assoc. of Professional Firefighters Local 395, Over-the-Road, City Transfer Driver's Teamster's Local #238 (Public Works, Parks, Airport & Cemetery), Municipal Employees Union Teamster's Local #238 and Ottumwa Library Brd. of Trustees. We are getting close to starting negotiations for Police with their contract good through 6/30/2023. We will go through the negotiation process for each collective bargaining unit as they come due. We are only required to have Police and Fire Unions.

Current priorities of HR: (1) UKG (Ultimate Kronos Group) Human Resources Information System. Software we began implementing Sept. 2020; went to live punching Oct. 24, 2021 for all city staff; cont. implementation of different modules in addition to the HR Module. TLM (Time, Labor, Mgmt.); LOA (leave of absence); ACA (Affordable Care Act); Job Requisition and Application Process; Performance Mgmt. and Succession Planning. Trying to work through all issues within each module before moving to the next; the system is very robust so it will take some time to get through everything we want to implement. (2) Hiring – current auth. headcount 176 full-time, 16 part-time and 19 seasonal; we are looking at 12.5% of current employees retiring in the next 2 yrs. and 24.4% retiring in 5 yrs. Currently, we have 21 open positions, of which 12 are seasonal; we work with Supreme Staffing for all seasonal employees. (3) Policy Review which includes Hiring Policy, Civil Service Commission Policy, Company Fleet Usage and Driver Safety Policy, Performance Review Policy, Working Hours Policy and

Balance of Employee Handbook.

Future priorities of HR: (1) Wage & Benefit Survey, Employment Development/Trainings, Succession Planning, Performance Mgmt., Contract Negotiations, Program Development with Local Schools. Only one proposal received for wage/benefits comprehensive study and they need approx. 8 months for completion.

How Council can support HR: following chain of command for all employees, referring to direct reports and keeping lines of communication open. Give our employees a chance to rectify an issue first before investigating a problem on your own; work with us; tell us what we can do better.

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

Adjournment was at 6:50 P.M.



ATTEST:

Christina Reinhard  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Richard W. Johnson  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 04/07/2022



REPORT DATE 02/28/2022  
 SYSTEM DATE 03/11/2022  
 FILES ID 0

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 02/28/2022

Item No. B.-2.  
 PAGE TIME 16:10:33  
 USER TJ

ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 001 GENERAL OPER	3367905.01	797848.63	1150270.68	3015482.96	12989.23	3028472.19
TOTALS FOR FUND 002 PARKING RAMP	41310.14	1058.00	2181.79	40186.35	275.00	40461.35
TOTALS FOR FUND 003 GENERAL-ARPA	1821787.55			1821787.55		1821787.55
TOTALS FOR FUND 110 ROAD USE TAX	4628449.50	213165.03	327488.35	4514126.18	3187.93	4517314.11
TOTALS FOR FUND 112 EMPLOYEE BEN	1012861.86	46287.22	440481.51	618667.57		618667.57
TOTALS FOR FUND 119 EMERGENCY FU		1470.15	1470.15			
TOTALS FOR FUND 121 SALES TAX 1%	6612721.29		30833.33	6581887.96		6581887.96
TOTALS FOR FUND 122 *****						
TOTALS FOR FUND 123 AGASSI TIF D						
TOTALS FOR FUND 124 VOGEL URBAN						
TOTALS FOR FUND 125 WESTGATE TIF	-470671.12	2877.38		-467793.74	9784.50	-458009.24
TOTALS FOR FUND 126 AIRPORT TIF	2553.02			2553.02		2553.02
TOTALS FOR FUND 127 PENNSYLVANIA						
TOTALS FOR FUND 128 WILDWOOD HWY	65709.24			65709.24		65709.24
TOTALS FOR FUND 129 RISK MANAGEM	985853.38	29467.39	72677.25	942643.52		942643.52
TOTALS FOR FUND 131 AIRPORT FUND	331942.13	64979.22	68780.01	328141.34	1218.98	329360.32
TOTALS FOR FUND 133 LIBRARY FUND	266385.84	53957.64	62070.87	258272.61	90.00	258362.61
TOTALS FOR FUND 135 CEMETERY FUN	15991.81	12201.67	26578.69	1614.79	92.61	1707.40
TOTALS FOR FUND 137 HAZ-MAT FUND	162882.20	5750.00	15210.94	153421.26	1179.97	154601.23
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 BROWNIE						
TOTALS FOR FUND 144 2013 CDBG HO						
TOTALS FOR FUND 145 DOWNTOWN REV						
TOTALS FOR FUND 146 DOWNTOWN STR	100528.06			100528.06		100528.06
TOTALS FOR FUND 147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148 2016 OWV CDB						
TOTALS FOR FUND 151 OTHER BOND P	1085065.39	470.00	71162.92	1014372.47	734.39	1015106.86
TOTALS FOR FUND 162 SSMID DISTRI	45428.12	180.96		45609.08		45609.08
TOTALS FOR FUND 167 FIRE BEQUEST	13805.23	75.00		13880.23		13880.23
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	98169.03	21850.27	26801.95	93217.35	1072.64	94289.99
TOTALS FOR FUND 174 COMMUNITY DE	124329.27			124329.27		124329.27
TOTALS FOR FUND 175 POLICE BEQUE	186970.99	6221.00	1331.14	191860.85	16.00	191876.85
TOTALS FOR FUND 177 HISTORIC PRE	-8526.66			-8526.66		-8526.66
TOTALS FOR FUND 200 DEBT SERVICE	1664425.52	23162.66	1200.00	1686388.18		1686388.18
TOTALS FOR FUND 301 STREET PROJE	2992193.03		24843.73	2967349.30	3381.71	2970731.01
TOTALS FOR FUND 303 AIRPORT PROJ	-255558.97			-255558.97		-255558.97
TOTALS FOR FUND 307 SIDEWALK & C	98223.73		1706.00	96517.73		96517.73
TOTALS FOR FUND 309 PARK PROJECT	295137.52		14367.00	280770.52		280770.52
TOTALS FOR FUND 311 LEVEE PROJEC	-81553.61		21052.39	-102606.00		-102606.00
TOTALS FOR FUND 313 EVENT CENTER	96667.39		17.11	96650.28		96650.28
TOTALS FOR FUND 315 SEWER CONSTR	5228508.78		120390.20	5108218.58	68367.00	5176585.58
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	435.00	35.00	435.00	35.00		35.00
TOTALS FOR FUND 610 SEWER UTILIT	4067873.11	509135.38	325933.73	4251074.76	9133.23	4260207.99
TOTALS FOR FUND 611 SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612 STORM WATER						
TOTALS FOR FUND 613 SEWER IMPROV	3841669.00	41667.00		3883336.00		3883336.00
TOTALS FOR FUND 670 LANDFILL FUN	1469122.73	110142.12	130862.33	1448402.52	2066.53	1450469.05

REPORT DATE 02/28/2022  
 SYSTEM DATE 03/11/2022  
 FILES ID 0

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 02/28/2022

PAGE 2  
 TIME 16:10:31  
 USER TJ

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	461003.58	73041.68	51125.29	482919.97	13691.80	496611.77
TOTALS FOR FUND 690	TRANSIT FUND	641396.21	1282.16	1431.48	641246.89	116004.16	757251.05
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	-61271.84	23490.65		-37781.19		-37781.19
TOTALS FOR FUND 750	GOLF COURSE	31189.62			31189.62		31189.62
TOTALS FOR FUND 810	POOLED INVES	-49660976.92	1000934.23		-48660042.69		-48660042.69
TOTALS FOR FUND 820	PAYROLL CLEA	211774.99	444135.21	444084.94	211825.26	2709.24	214534.50
TOTALS FOR FUND 840	EQUIPMENT PU	1107702.17			1107702.17		1107702.17
TOTALS FOR FUND 860	GROUP HEALTH	5693351.27	293115.50	229526.72	5756940.05		5756940.05
TOTALS FOR FUND 861	POST 65 RETI	388881.42	27190.24	24574.80	391496.86	24361.52	415858.38
TOTALS FOR FUND 862	DENTAL INSUR	83110.07	7751.50	12577.91	78283.66		78283.66
TOTALS FOR FUND 863	LIFE INSURAN	32575.15	4250.98	8654.76	28171.37		28171.37
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TOTALS FOR ALL LISTED FUNDS		1409986.76	3817193.87	3710122.97	1517057.66	270356.44	1787414.10

REPORT DATE 02/28/2022  
SYSTEM DATE 03/11/2022  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 02/28/2022

PAGE 3  
TIME 16:10:31  
USER TJ

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

**CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
FEBRUARY, 2022**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPT</b>	<b>BEG. PERIOD BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>
TOTALS FOR FUND 001	GENERAL OPER	3,367,905.01	797,848.63	1,150,270.68
TOTALS FOR FUND 002	PARKING RAMP	41,310.14	1,058.00	2,181.79
TOTALS FOR FUND 003	GENERAL-ARPA	1,821,787.55		
TOTALS FOR FUND 110	ROAD USE TAX	4,628,449.50	213,165.03	327,488.35
TOTALS FOR FUND 112	EMPLOYEE BEN	1,012,861.86	46,287.22	440,481.51
TOTALS FOR FUND 119	EMERGENCY FU		1,470.15	1,470.15
TOTALS FOR FUND 121	SALES TAX 1%	6,612,721.29		30,833.33
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	(470,671.12)	2,877.38	
TOTALS FOR FUND 126	AIRPORT TIF	2,553.02		
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	65,709.24		
TOTALS FOR FUND 129	RISK MANAGEM	985,853.38	29,467.39	72,677.25
TOTALS FOR FUND 131	AIRPORT FUND	331,942.13	64,979.22	68,780.01
TOTALS FOR FUND 133	LIBRARY FUND	266,385.84	53,957.64	62,070.87
TOTALS FOR FUND 135	CEMETERY FUN	15,991.81	12,201.67	26,578.69
TOTALS FOR FUND 137	HAZ-MAT FUND	162,882.20	5,750.00	15,210.94
TOTALS FOR FUND 141	2018 UPPER S	8,078.12		
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	100,528.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	1,085,065.39	470.00	71,162.92
TOTALS FOR FUND 162	SSMID DISTRI	45,428.12	180.96	
TOTALS FOR FUND 167	FIRE BEQUEST	13,805.23	75.00	
TOTALS FOR FUND 169	START UP/DON	(165.20)		
TOTALS FOR FUND 171	RETIREE HEAL			
TOTALS FOR FUND 173	LIBRARY BEQU	98,169.03	21,850.27	26,801.95
TOTALS FOR FUND 174	COMMUNITY DE	124,329.27		
TOTALS FOR FUND 175	POLICE BEQUE	186,970.99	6,221.00	1,331.14
TOTALS FOR FUND 177	HISTORIC PRE	(8,526.66)		
TOTALS FOR FUND 200	DEBT SERVICE	1,664,425.52	23,162.66	1,200.00
TOTALS FOR FUND 301	STREET PROJE	2,992,193.03		24,843.73
TOTALS FOR FUND 303	AIRPORT PROJ	(255,558.97)		
TOTALS FOR FUND 307	SIDEWALK & C	98,223.73		1,706.00
TOTALS FOR FUND 309	PARK PROJECT	295,137.52		14,367.00
TOTALS FOR FUND 311	LEVEE PROJEC	(81,553.61)		21,052.39
TOTALS FOR FUND 313	EVENT CENTER	96,667.39		17.11
TOTALS FOR FUND 315	SEWER CONSTR	5,228,608.78		120,390.20
TOTALS FOR FUND 320	WEST END FLO			

**CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
FEBRUARY, 2022**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPT</b>	<b>BEG. PERIOD BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>
TOTALS FOR FUND 501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND 503	CEMETERY PER	435.00	35.00	435.00
TOTALS FOR FUND 610	SEWER UTILIT	4,067,873.11	509,135.38	325,933.73
TOTALS FOR FUND 611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND 612	STORM WATER			
TOTALS FOR FUND 613	SEWER IMPROV	3,841,669.00	41,667.00	
TOTALS FOR FUND 670	LANDFILL FUN	1,469,122.73	110,142.12	130,862.33
TOTALS FOR FUND 671	LANDFILL RES	1,167,302.00		
TOTALS FOR FUND 673	RECYCLING	461,003.58	73,041.68	51,125.29
TOTALS FOR FUND 690	TRANSIT FUND	641,396.21	1,282.16	1,431.48
TOTALS FOR FUND 695	1015 TRANSIT			
TOTALS FOR FUND 720	BRIDGEVIEW E	(61,271.84)	23,490.65	
TOTALS FOR FUND 750	GOLF COURSE	31,189.62		
TOTALS FOR FUND 810	POOLED INVES	(49,660,976.92)	1,000,934.23	
TOTALS FOR FUND 820	PAYROLL CLEA	211,774.99	444,135.21	444,084.94
TOTALS FOR FUND 840	EQUIPMENT PU	1,107,702.17		
TOTALS FOR FUND 860	GROUP HEALTH	5,693,351.27	293,115.50	229,526.72
TOTALS FOR FUND 861	POST 65 RETI	388,881.42	27,190.24	24,574.80
TOTALS FOR FUND 862	DENTAL INSUR	83,110.07	7,751.50	12,577.91
TOTALS FOR FUND 863	LIFE INSURAN	32,575.15	4,250.98	8,654.76
	<b>TOTALS</b>	<b>1,409,986.76</b>	<b>3,817,193.87</b>	<b>3,710,122.97</b>

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
FEBRUARY, 2022**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	213837	2/18/2022	42.95	BLDG MAINT & REPAIR
00320	ACCO	213838	2/18/2022	1,186.35	OPERATING SUPPLIES
00672	ADVANTAGE ARCHIVES, LLC	213768	2/11/2022	20,640.00	OTHER PROF SERV
00690	AFLAC	213761	2/9/2022	1,818.05	
01304	ALL ROADS TRUCK & TRAILER	213684	2/4/2022	225	VHCL MTCE SUPPLIES
01700	ALLIANT ENERGY/IPL	213769	2/11/2022	75,193.31	ELECTRIC
02080	ALTORFER INC.	213770	2/11/2022	1,063.88	VHCL MTCE SUPPLIES
03641	AMERICAN TRAFFIC SAFETY	213839	2/18/2022	774	STREET MAINT SUPPLIES
05668	A-TEC RECYCLING INC	213685	2/4/2022	1,277.67	HAZARDOUS WASTE DISPOSAL
05681	ATLANTIC BOTTLING COMPANY	213840	2/18/2022	144.82	CONCESSION - RESALE
05700	ATOMIC TERMITE & PEST	213772	2/11/2022	130	RAMP MAINT & REPAIR
05860	AUTOZONE INC	213841	2/18/2022	639.82	VHCL MTCE SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	213774	2/11/2022	1,501.13	OFFICE SUPPLIES
07227	TYLER BATTERSON	213775	2/11/2022	180	SUSTENANCE SUPPLIES
09352	BLACKSTONE PUBLISHING	213686	2/4/2022	332.98	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	213916	2/25/2022	780.26	VHCL MTCE SUPPLIES
10079	BOUND TREE MEDICAL LLC	213776	2/11/2022	92.87	TOOLS & SMALL EQUIP
10233	C & C MANUFACTURING, LLC	213777	2/11/2022	818.3	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	213843	2/18/2022	155,687.20	OTHER PROF SERV
12056	TRAVIS BROWN	213778	2/11/2022	90	TRAINING
12500	BUB'S TREE CARE	213844	2/18/2022	6,050.00	TREE TRIMMING
13646	CALHOUN-BURNS & ASSOC INC	213689	2/4/2022	16,186.00	ENGINEERING
14315	CAPITAL CITY BOILER &	213690	2/4/2022	1,379.00	EQUIP REPAIR
14317	CAPITAL ONE	213691	2/4/2022	372.75	SUSTENANCE SUPPLIES
14318A	CAPITAL CITY EQUIPMENT CO	213781	2/11/2022	124.4	VHCL MTCE SUPPLIES
14320	CAPITAL SANITARY SUPPLY	213920	2/25/2022	265.75	OPERATING SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	213845	2/18/2022	2,758.81	STREET MAINT SUPPLIES
15788	CATERPILLAR GOLBAL SERVIC	213846	2/18/2022	4,781.34	VHCL MTCE SUPPLIES
16265	CENTER POINT LARGE PRINT	213782	2/11/2022	87.48	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	213847	2/18/2022	101.05	MISCELLANEOUS
16312	CENTRAL SALT LLC	213848	2/18/2022	22,406.83	STREET MAINT SUPPLIES
16402	CENTURYLINK	213693	2/4/2022	4,387.28	TELEPHONE/IT
16403	CENTURYLINK	213850	2/18/2022	169.68	TELEPHONE/IT
17620	CINTAS CORPORATION	213694	2/4/2022	54.13	SUSTENANCE SUPPLIES
17621	CINTAS	213786	2/11/2022	92.32	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	213695	2/4/2022	435	CASH INVESTED PASSBK SVNG
18502	CLUB SENTRY SOFTWARE	213851	2/18/2022	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	213852	2/18/2022	3,327.19	CHILD SUPPORT PAYABLE
21823	CREDIT BUREAU SERVICES	213853	2/18/2022	19.65	POLICE SERVICE FEES
21825	CREDIT UNION	213854	2/18/2022	37,639.28	CREDIT UNION PAYABLE
22479	D P PLUMBING PLUS	213855	2/18/2022	823.94	BUILDING MAINTENANCE REPA
22594	DANIELS FILTER SERVICE	213856	2/18/2022	135.61	OPERATING SUPPLIES
24325	DEMCO, INC	213698	2/4/2022	236.69	OPERATING SUPPLIES
24375	DESIGN WORKSHOP, INC	213857	2/18/2022	7,837.50	COMPREHENSIVE PLAN
25390	ADVANTAGE ADMINISTRATORS	213913	2/22/2022	3,735.72	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	213921	2/25/2022	3,381.71	ENGINEERING
25593	DXP ENTERPRISES, INC.	213787	2/11/2022	1,834.20	OPERATING SUPPLIES
27010	CONSOLIDATED ELECTRICAL	213859	2/18/2022	663.21	GROUNDS MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	213860	2/18/2022	9,228.18	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	213702	2/4/2022	30,946.06	VHCL-FUEL
27519	EMERGENCY PLANNING & CONS	213862	2/18/2022	650	GRANT
27552	EMPOWER RETIREMENT	213914	2/22/2022	700	HARTFORD DEF COMP PAYABLE
27784	ENVIRONMENTAL PRODUCTS &	213923	2/25/2022	622.43	VHCL MTCE SUPPLIES
27786	ENVIRONMENTAL PRODUCTS &	213863	2/18/2022	459.31	VHCL MTCE SUPPLIES

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
FEBRUARY, 2022**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
27789	ENVIRONMENTAL EDGE	213704	2/4/2022	14,400.00	CONTRACTUAL SERVICES
28208	EUROFINS ENVIRONMENT	213924	2/25/2022	1,235.32	LAB SUPPLIES
28449	EVORA CONSULTING, LTD	213864	2/18/2022	8,921.45	CONTRACTUAL SERVICES
29300	FASTENAL COMPANY	213925	2/25/2022	387.04	TOOLS & SMALL EQUIP
29576	FEDEX	213705	2/4/2022	44.94	EMPLOYEE PHYSICALS/TESTS
29829	FIDELITY SECURITY LIFE	213926	2/25/2022	2,333.24	AVESIS PAYABLE
30130	1ST AYD CORPORATION	213866	2/18/2022	367.06	MISCELLANEOUS
30560	FISHER SCIENTIFIC	213867	2/18/2022	700.74	LAB SUPPLIES
31459	GRP & ASSOCIATES	213791	2/11/2022	97	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	213706	2/4/2022	12,010.84	OPERATING SUPPLIES
31797	GARDEN & ASSOCIATES LTD	213707	2/4/2022	124	ENGINEERING
33385	GRAINGER	213792	2/11/2022	227.65	TOOLS & SMALL EQUIP
33393	STEVE GRAHAM	213793	2/11/2022	180	SUSTENANCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	213794	2/11/2022	326.31	OPERATING SUPPLIES
34900	HAMILTON PRODUCE COMPANY	213708	2/4/2022	6,538.38	PROPANE GAS
34966	HARDY DIAGNOSTICS	213795	2/11/2022	401.37	LAB SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	213709	2/4/2022	6,822.32	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	213797	2/11/2022	395	DOG LICENSES
37415	HICKENBOTTOM INC	213929	2/25/2022	163.76	EQUIP REPAIR
37476	HILL PRODUCTIONS & MEDIA	213798	2/11/2022	74	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	213799	2/11/2022	78	OPERATING SUPPLIES
39174	HUPP TOYOTALIFT	213711	2/4/2022	236.64	VHCL MTCE SUPPLIES
39185	HUMANA INSURANCE CO	213930	2/25/2022	24,361.52	MEDICARE PREMIUMS
39438	HY-VEE ACCOUNTS RECEIVABL	213869	2/18/2022	19.98	SUSTENANCE SUPPLIES
40024A	IAWEA % CITY OF AMES	213931	2/25/2022	540	TRAINING
41505A	IMWCA	213800	2/11/2022	47,105.83	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	213712	2/4/2022	2,638.40	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	213932	2/25/2022	143	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	213801	2/11/2022	194	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	213802	2/11/2022	2,213.78	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	213870	2/18/2022	3,019.22	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	213871	2/18/2022	48	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	213804	2/11/2022	1,429.64	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	213872	2/18/2022	264.6	OPERATING SUPPLIES
43286A	IOWA ASSOC OF HOUSING OFF	213716	2/4/2022	65	DUES & MEMBERSHIPS
43290	IAMU	213873	2/18/2022	500	DUES & MEMBERSHIPS
43295A	IOWA ASSOCIATION OF	213934	2/25/2022	120	DUES & MEMBERSHIPS
43310	IOWA BRIDGE & CULVERT INC	213935	2/25/2022	18,928.79	ENGINEERING EXPENSE
43465	IOWA COMMUNITIES ASSURANC	213717	2/4/2022	2,500.00	INSURANCE CLAIMS
43492	IOWA D.A.R.E. ASSOCIATION	213718	2/4/2022	400	OPERATING SUPPLIES
43512A	IA DEPT NATURAL RESOURCES	213874	2/18/2022	100	MISCELLANEOUS
43525	IOWA DEPT NATURAL RESOURC	213875	2/18/2022	19,095.30	IDNR SOLID WASTE FEES
43789	IOWA HEART CENTER	213876	2/18/2022	335	EMPLOYEE PHYSICALS/TESTS
43999	IOWA ONE CALL	213719	2/4/2022	181.8	TELEPHONE/IT
45057	J & J MOWING	213720	2/4/2022	7,360.00	CONTRACTUAL SERVICES
46159	CHASE JOHNSON	213721	2/4/2022	200	SUSTENANCE SUPPLIES
48769	KEYSTONE LABORATORIES INC	213937	2/25/2022	493.25	LAB SUPPLIES
48785	KIESLER POLICE SUPPLY	213805	2/11/2022	341.25	TOOLS & SMALL EQUIP
48798	KIECK'S CAREER APPAREL	213877	2/18/2022	322.95	OPERATING SUPPLIES
49042	KIRKHAM MICHAEL	213806	2/11/2022	5,600.00	ENGINEERING
49206	KLODT DOOR SERVICE LLC	213722	2/4/2022	861	GROUND MAINT & REPAIR
49208	KLIMA ENTERPRISES	213939	2/25/2022	1,179.97	TOOLS & SMALL EQUIP
49500	KNIGHTS OF COLUMBUS	213915	2/22/2022	100	PROGRAM SUPPLIES
49687	KOHL WHOLESALE	213940	2/25/2022	364.43	OPERATING SUPPLIES

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
FEBRUARY, 2022**

<b>Vendor #</b>	<b>Vendor Name</b>	<b>Check #</b>	<b>Check Date</b>	<b>Amount</b>	<b>Reason</b>
50620	LANGMAN CONSTRUCTION, INC	213879	2/18/2022	68,267.00	UTILITY SYSTEM
50817	DAN LAURSEN EXCAVATING	213723	2/4/2022	5,400.00	CONTRACTUAL SERVICES
51969	LIBERTY TIRE SERVICES LLC	213941	2/25/2022	2,296.33	TIRE DISPOSAL
52120	LIKE HOME PROPERTIES	213880	2/18/2022		50 RENTAL PERMITS-UNITS
52254	LISCO	213807	2/11/2022		280 TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	213881	2/18/2022	263.72	OPERATING SUPPLIES
57367	MEDIACOM	213809	2/11/2022	151.32	TELEPHONE/IT
57385	MENARDS	213943	2/25/2022	1,237.66	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	213725	2/4/2022	8,654.76	GROUP LIFE PREMIUMS
57997	METRO WASTE AUTHORITY	213945	2/25/2022		250 TRAINING
58004	METTLER TOLEDO	213726	2/4/2022	1,515.37	OFFICE/COMP. EQUIP MAINT.
58500	MIDAMERICAN ENERGY CO	213811	2/11/2022	4,758.91	NATURAL GAS
59301	MIDWEST AUTO GLASS & TIRE	213727	2/4/2022	282.15	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	213946	2/25/2022	127.18	LIBRARY MAT.-JAMES ESTATE
60087	MILLER MECHANICAL	213728	2/4/2022	2,461.91	OPERATING SUPPLIES
60278	MSA SAFETY SALES LLC	213729	2/4/2022	675.76	OPERATING SUPPLIES
60299	MISSION SQUARE RETIREMENT	213883	2/18/2022	2,276.92	ICMA DEF COMP PAYABLE
60780	MOBILE LOCKSMITH & ALARM,	213731	2/4/2022		78 OPERATING SUPPLIES
61785	MOTION INDUSTRIES	213948	2/25/2022	1,196.48	OPERATING SUPPLIES
62555	MULDER, KALA	213733	2/4/2022	55.15	TRAVEL & CONFERENCE
62580	MUNICIPAL PIPE TOOL CO LL	213814	2/11/2022	898.78	VHCL MTCE SUPPLIES
62600	MUNICIPAL SUPPLY INC	213949	2/25/2022	1,791.70	OPERATING SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	213885	2/18/2022	3,300.00	NRS-NATION RETIRE SOL
64565	NAVIANT	213886	2/18/2022		800 CONTRACTUAL SERVICES
65985	NORSOLV SYSTEMS ENVIRONM	213735	2/4/2022	178.95	OPERATING SUPPLIES
66558	OCCUPATIONAL SAFETY SOLUT	213887	2/18/2022	4,000.00	GRANT
66561	OFFICIAL PEST CONTROL	213815	2/11/2022		55 SUSTENANCE SUPPLIES
66641	O'HALLORAN INTERNATIONAL	213950	2/25/2022	769.02	VHCL MTCE SUPPLIES
66730	OHARA HARDWARE	213737	2/4/2022	751.12	TOOLS & SMALL EQUIP
67058	ONSITE SERVICE SOLUTIONS	213951	2/25/2022		900 CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	213766	2/10/2022	1,013.55	VHCL MTCE SUPPLIES
67520	OSKALOOSA HERALD	213816	2/11/2022	155.88	LIBRARY MAT.-JAMES ESTATE
67696	OTTUMWA BABE RUTH ASSOC	213888	2/18/2022	4,684.65	MISCELLANEOUS
68000	OTTUMWA COURIER	213817	2/11/2022	345.23	ADVERT/LEGAL PUBL
68000A	OTTUMWA COURIER	213889	2/18/2022	195.12	OPERATING SUPPLIES
68237	OTTUMWA LEADERSHIP ACADEM	213818	2/11/2022		40 TRAINING
68240	OTTUMWA GLASS COMPANY	213738	2/4/2022	57.52	RAMP MAINT & REPAIR
68560	OTTUMWA PRINTING, INC.	213819	2/11/2022	643	PRINTING
68588	OTTUMWA REGIONAL HEALTH	213890	2/18/2022	529.76	EMPLOYEE PHYSICALS/TESTS
68800	OTTUMWA TENT & AWNING	213891	2/18/2022		325 OPERATING SUPPLIES
69040	OTTUMWA WATER AND HYDRO	213739	2/4/2022	11,433.58	BILLING FEES-WW
69688	DIXIE L PARKER	213740	2/4/2022	1,600.00	JANITORIAL
71490	PETTY CASH THE BEACH	213820	2/11/2022		22.2 VHCL MTCE SUPPLIES
72236	PITNEY BOWES INC.	213742	2/4/2022	161.48	OFFICE SUPPLIES
72238	PURCHASE POWER	213952	2/25/2022	1,500.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	213821	2/11/2022	58.44	OPERATING SUPPLIES
72879	POLK COUNTY SHERIFF	213893	2/18/2022	393.69	GARNISHMENTS PAYABLE
73971	PROFESSIONAL JANITORIAL	213822	2/11/2022	2,100.00	JANITORIAL
74626	QUALITY SERVICES CORP	213894	2/18/2022	674.12	VHCL MTCE SUPPLIES
75152	PHILIP RATH	213895	2/18/2022	99.5	TRAVEL & CONFERENCE
77307	BRETT ROBERTS	213743	2/4/2022	198.99	SUSTENANCE SUPPLIES
78105	ROYAL PORTABLE TOILETS	213897	2/18/2022	301.32	OPERATING SUPPLIES
78279	S & L ALL SEASON	213744	2/4/2022	241.93	TOOLS & SMALL EQUIP
78718	SANDRY FIRE SUPPLY LLC	213745	2/4/2022	1,273.80	TOOLS & SMALL EQUIP



**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
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Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
79204	CHRIS SCHARK	213824	2/11/2022	148.75	SUSTENANCE SUPPLIES
79281	MIKE SCHNEIDER	213825	2/11/2022	70	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	213826	2/11/2022	513.66	BUILDING MAINTENANCE REPA
80050	SECRETARY OF STATE	213746	2/4/2022	30	DUES & MEMBERSHIPS
82135	SINCLAIR TRACTOR	213827	2/11/2022	1,776.48	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	213764	2/9/2022	2,030.76	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	213747	2/4/2022	4,880.00	CONTRACTUAL SERVICES
83100A	SNAP-ON-TOOLS	213748	2/4/2022	1,395.00	TOOLS & SMALL EQUIP
83160	SOLENIS	213900	2/18/2022	4,213.60	OPERATING SUPPLIES
83433	SOUTHEAST IOWA CITY CLERK	213901	2/18/2022	20	DUES & MEMBERSHIPS
83880	SOUTHERN IOWA DIESEL, INC	213902	2/18/2022	139.58	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	213828	2/11/2022	78.43	OPERATING SUPPLIES
84957	FRANK STANTON	213749	2/4/2022	112.34	SUSTENANCE SUPPLIES
86196	THE STITCH DOCTOR	213903	2/18/2022	1,074.50	SUSTENANCE SUPPLIES
86661	SUEZ TREATMENT SOLUTIONS	213954	2/25/2022	3,394.49	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	213750	2/4/2022	6,917.95	CONTRACT EMPLOYEES
87752	TAPCO INC.	213956	2/25/2022	142.4	STREET MAINT SUPPLIES
88000	TEAMSTER LOCAL UNION 238	213905	2/18/2022	1,260.60	POLICE UNION DUES PAYABLE
88697	THUMBS UP GIFTS & AWARDS	213957	2/25/2022	54	OPERATING SUPPLIES
89213	TRADEBE ENVIRONMENTAL	213958	2/25/2022	9,439.35	HAZARDOUS WASTE DISPOSAL
89855	TRUITT ABSTRACT COMPANY	213959	2/25/2022	600	CONTRACTUAL SERVICES
90454	ULINE	213830	2/11/2022	91.5	OPERATING SUPPLIES
91835	USA BLUE BOOK	213752	2/4/2022	884.85	LAB SUPPLIES
92555	THE VAN METER COMPANY	213753	2/4/2022	1,666.62	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	213754	2/4/2022	181.06	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	213755	2/4/2022	48,743.00	MISCELLANEOUS
94075	WAPELLO CO AGRICULTURAL	213832	2/11/2022	35	TRAINING
94145	WAPELLO COUNTY AUDITOR	213908	2/18/2022	17,635.87	ELECTION COSTS
94710	WAPELLO COUNTY SECONDARY	213961	2/25/2022	131.48	MISCELLANEOUS
95000	WAPELLO COUNTY UNITED WAY	213909	2/18/2022	26	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	213833	2/11/2022	43.93	WATER
95368	WAYNE'S TIRE	213962	2/25/2022	927.3	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	213910	2/18/2022	241,898.41	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	213757	2/4/2022	49,870.00	CAPITAL IMPROVEMENTS
97036	EDWARD WILSON	213911	2/18/2022	180	MISCELLANEOUS
97305	WINDSTREAM	213834	2/11/2022	1,526.34	TELEPHONE/IT
97320	WINGER COMPANIES	213912	2/18/2022	1,700.00	RAMP MAINT & REPAIR
97334	WINN CORP	213759	2/4/2022	2,435.69	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	213836	2/11/2022	61,568.47	NATURAL GAS
98623	ZENCITY TECHNOLOGIES US I	213760	2/4/2022	8,500.00	CONTRACTUAL SERVICES
ACH	US TREASURY			19,862.02	FICA CITY SHARE PAYABLE
ACH	US TREASURY			20,517.85	FICA CITY SHARE PAYABLE
ACH	TREASURER STATE OF IOWA			15,302.33	STATE TAX PAID
ACH	TREASURER STATE OF IOWA			15,945.92	STATE TAX PAID
ACH	IPERS			45,989.79	EMPLOYERS SHARE OF IPERS
ACH	MFPRSI			76,025.63	EMPLOYERS SHARE OF MFPRSI
ACH	PURCHASING CARD			38,674.56	COMMERCIAL CARD PMT

**Totals for February**

**1,472,063.27**



April 5, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend re-appointment to the Civil Service Commission, term to expire 04/01/2026.

Xavier Wilson  
220 Pennsylvania Ave.

# 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

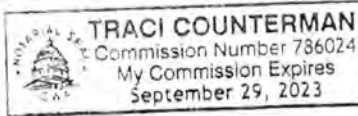
Civil Service Commission Appointment Notice

City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 03/01/22

Subscribed and sworn to before me, and in my presence, by the said 1st day of March, 2022



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$9.61

## COPY OF ADVERTISEMENT

### CITY OF OTTUMWA CIVIL SERVICE COMMISSION APPOINTMENT NOTICE

Posted March 1, 2022

In accordance with Section 400.1, Subsection 1 of the Code of Iowa, this serves as notice of the person's name selected for Mayoral appointment to the City of Ottumwa Civil Service Commission. Per Iowa Code, the Mayor is required to publish the name no less than 30 days prior to a vote by the City Council. The Mayor's recommended appointment of Xavier Wilson is scheduled to be voted on by the Ottumwa City Council at the April 5, 2022 City Council meeting.

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

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

Council Meeting of : Apr 5, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

  
City Administrator Approval

AGENDA TITLE: Approve reclassification of Evening Janitor position at the Beach.

\*\*\*\*\*

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

RECOMMENDATION: Approve the reclassification of the Evening Janitor position at the Beach from a seasonal part-time position to a permanent part-time position effective April 3, 2022.

DISCUSSION: In Spring 2021, we posted and hired a position of Evening Janitor / Seasonal Maintenance. This position is budgeted for 58 hours per pay period. This position is used year round and should now be made a permanent position. The amount of hours budgeted will stay the same. The change will allow for accrual of sick and vacation time as per our personnel policy for part-time employees.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

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

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

Council Meeting of: Apr 5, 2022

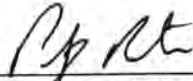
Administration  
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



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

AGENDA TITLE: Approve the appointment of Todd Nickel to Utility Worker - Parks.

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Todd Nickel to Utility Worker - Parks on or about April 10, 2022.

DISCUSSION: Appoint Todd Nickel to Utility Worker in the Parks department effective on or about April 10, 2022.

Due to a retirement, we had an opening in our Parks Department for a Utility Worker. Todd is currently an Engineering Assistant II and is at step 5 (Year 3) of that scale. We will move Todd to step 5 (Year 3) of the Utility Worker scale. This is would be considered a transfer into this new position.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

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

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

Council Meeting of : Apr 5, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve the appointment of Jeremy Lipe to Building Inspector in the Health Department.

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Jeremy Lipe to Building Inspector on or about April 10, 2022.

DISCUSSION: Please see attached

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Appoint Jeremy Lipe to Building Inspector in the Health Department. This is a position that came open due to a promotion of another employee.

Jeremy will be placed at step 1 of the Building Inspector pay grade which is currently \$24.64 per hour.

As per the job description, there is also a requirement for this position to obtain International Code Council Certifications. The following are the date requirements for these certifications:

- Combination Electrical Inspector – Due by April 10, 2023
- Two additional (building, plumbing or mechanical) – Due by April 10, 2024
- Combination Building Inspector – Due by April 10, 2025

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

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

Council Meeting of : Apr 5, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve the appointment of Aaron Short to the position of Equipment Operator - Street Cleaning

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Aaron Short to the position of Equipment Operator in the Street Cleaning Department on or about April 10, 2022.

DISCUSSION: Appoint Aaron Short to the position of Equipment Operator in the Street Cleaning Department. This will be considered a lateral transfer and there will be no change in pay.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



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

2022 Mar 31 PM 4:10

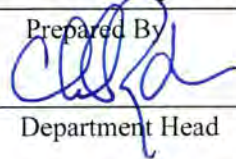
**\*\* ACTION ITEM \*\***

Council Meeting of: Mar 31, 2022

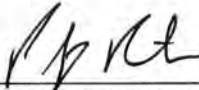
Police  
Department

Lt. Mickey Hucks

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Approve the Police Department appointment of Robert Mitchell Schaffner as Police Officer.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the appointment of Robert Mitchell Schaffner to the position of Police Officer effective on or about April 25, 2022.

DISCUSSION: The appointment of Robert Mitchell Schaffner will be filling the position of Sgt. Blake Lefler resignation. Schaffner will be attending the Iowa Law Enforcement Academy beginning May 3, 2022. This appointment is pending background and test results.

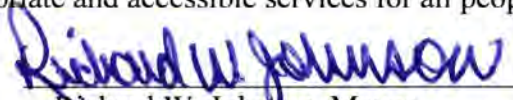
Schaffner is on the current civil service list and this position is included in the 2021/2022 Police Department budget.



**PROCLAMATION  
Mental Health Month  
May 2022**

- WHEREAS, Mental health is essential to everyone's overall health and well-being; and
- WHEREAS, Mental illnesses are real and prevalent in our nation, and half of us will have a mental health diagnosis at some point in our lives; and
- WHEREAS, All Americans experience times of difficulty and stress in their lives and should feel comfortable in seeking help and support to manage these times; and
- WHEREAS, Engaging in prevention, early identification, and early intervention are effective ways to reduce the burden of mental illnesses as they are to reduce the burden of other chronic conditions; and
- WHEREAS, There is a strong body of research that identifies behavioral health risks and supports specific tools that all Americans can use to protect their health and well-being; and
- WHEREAS, With effective treatment all individuals with mental illnesses-even serious mental illnesses-can make progress toward recovery and lead full, productive lives; and
- WHEREAS, Each business, school, government agency, healthcare provider, organization and citizen has a responsibility to promote mental health and well-being for all.

**NOW, THEREFORE, I, Richard W. Johnson, Mayor,** City of Ottumwa, proclaim May 2022 as Mental Health Month in Ottumwa, Iowa. I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Ottumwa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health and the need for appropriate and accessible services for all people with mental illnesses.

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

*FILED*  
*2022 MAR 31 PM 4:52*  
*12*

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

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

Council Meeting of: Apr 5, 2022

Christina Reinhard *CR*

Prepared By

Police  
Department

Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Renewal of Ottumwa Wash Express Agreement for the Ottumwa Police Department for a period of twenty-four months.

\*\*\*\*\*

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

RECOMMENDATION: Approve the renewal of the car wash contract for the Ottumwa Police Department with Ottumwa Car Wash Express for a period of twenty-four months, beginning March 1, 2022.

DISCUSSION: On March 3, 2020, City Council approved the car wash contract for the Ottumwa Police Department with Ottumwa Car Wash Express. This was a twenty-four month contract with option to renew for two (2) additional twenty-four month periods with the approval of both parties. The contract commenced on March 1, 2020.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**Chris Reinhard**

---

**From:** Mickey Hucks  
**Sent:** Wednesday, March 30, 2022 11:05 AM  
**To:** daughertyjohn63@gmail.com  
**Cc:** Chris Reinhard; Karen Bumsted  
**Subject:** Ottumwa PD - Car Wash renewal  
**Attachments:** Renewal Car Wash - March 2022.pdf; Car Wash Contract - Ottumwa Wash Expres - 24 month - awarded 3\_3\_2020.pdf

**Importance:** High

John,

Please see attached our letter to renew the contract for an additional 24 months. Thanks for your continued support of our department.

Thanks,

*Lt. Mickey Hucks #95*

Services Division Commander

Ottumwa Police Department

[hucksm@ottumwa.us](mailto:hucksm@ottumwa.us)

641-683-0633

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.



CITY OF  
OTTUMWA

Ottumwa Police Department  
330 West Second Street  
Ottumwa, Iowa 52501  
Telephone 641-683-0661  
Fax 641-683-4584

March 30, 2022

Ottumwa Wash Express  
1108 N. Quincy Ave.  
Ottumwa, IA 52501

Re: Contract renewal (24 months)

Mr. Daugherty:

The current car wash contract is up for renewal March 2022. The Police Department requests the renewal of the contract with Ottumwa Wash Express for an additional 24 months (per contract paragraph 2). Upon your approval we will continue utilizing the Ottumwa Wash Express for our Police fleet as designated in the contract. Please acknowledge approval to my email at your earliest convenience. We appreciate your support of the department and use of your facilities.

Sincerely,

Lt. Mickey Hucks  
Services Division Commander  
641-683-0633  
[hucksm@ottumwa.us](mailto:hucksm@ottumwa.us)

Copy: Chris Reinhard, City Clerk

**CITY OF OTTUMWA  
CAR WASH SPECIFICATIONS AND CONTRACT**

This contract made and entered into in triplicate at Ottumwa, IA this 3 day of March, 2020 by and between the CITY OF OTTUMWA, IA and Ottumwa Wash Express, hereinafter called the "CONTRACTOR".

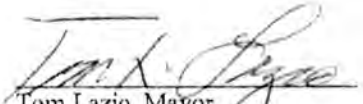
1. The City of Ottumwa desires to designate an automatic car wash that provides a Car Wash Card or similar item. This Card would allow officers to wash Patrol Vehicles in a convenient and easily accessible method. This agreement would allow The City of Ottumwa's Police Department to obtain said card or cards with funds loaded that would allow this service to be provided.
2. The term of the agreement shall be for a period of twenty-four (24) months. This contract may be renewed for two (2) additional twenty-four month (24) periods with the approval of both parties. The contract will commence on March 1, 2020.
3. The City of Ottumwa will provide payment to Contractor on a yearly basis.
4. Bidders shall offer a service that meets or exceeds these specifications. If the service offered deviates from these specifications, the bidder shall make an exception to each such deviation, and shall identify these exceptions in their bidding proposal. Failure to do so will provide grounds for rejection of said bidder's proposal.
5. The bid documents and conditions contained herein will become part of the contract. The successful bidder agrees to fulfill all such conditions and specifications contained within these documents.
6. The successful bidder agrees that no member, officer, or employee of the City shall have direct or indirect interest in this contract or the proceeds thereof. Violations of this provision shall cause the contract to be null and void and the Contractor will forfeit any payments to be made under this agreement.
8. The contract shall be terminated and the Contractor shall be considered to be in default in the event the Contractor:
  - A. is adjudged bankrupt;
  - B. makes a general assignment of debts for the benefit of creditors;
  - C. assigns this agreement without the written permission of the City;
  - D. fails to fulfill all conditions and specifications contained within this contract; or
  - E. abandons or fails to fulfill the work covered by this contract.
9. 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.

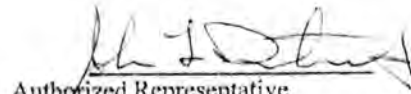
The Contractor must comply with all Federal, State, and local laws and ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

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

CITY OF OTTUMWA

CONTRACTOR

  
Tom Lazio, Mayor

  
Authorized Representative

ATTEST:

Ottumwa Wash Express  
Contractor

  
Chris Reinhard, City Clerk

1108 N. Quincy Ave  
Address

Ottumwa Iowa 52501  
City, State, ZIP

641-799-9923  
Telephone Number  
daughertyj@nchs.com

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

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

Council Meeting of : Apr 5, 2022

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

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

AGENDA TITLE: Set April 19, 2022 for a public hearing on the plans, specifications, form of contract, and estimated cost for the new Campground Shower House and Office project.

\*\*\*\*\*

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

RECOMMENDATION: Set the time, place, and date for a public hearing on the plans, specifications, form of contract and estimated cost for the Campground Shower House and Office project.

DISCUSSION: Plans and specifications have been prepared for the construction of a new shower house and office building at the Ottumwa Park campground. The plans and specifications have been prepared by Willett-Hoffman of Cedar Rapids, Iowa. The estimated cost of this project is \$616,000. We anticipate this project being completed by the end of 2022. The funding for the project will be from several sources, including the City of Ottumwa Capital Improvement Program, 3 grants, and ARPA funds.

Source of Funds: CIP, Grants, ARPA

Budgeted Item:  Budget Amendment Needed: No



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson *ZS*  
Department Head

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

AGENDA TITLE: Salvage Dealers License for Alter Metal Recycling, 404 N. Forest.

\*\*\*\*\*

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

RECOMMENDATION: Approve the Salvage Dealers License for Alter Metal Recycling,  
404 N Forest.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2022, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



[ CITY OF ]  
O T T U M W A

MEMORANDUM

DATE: March 3, 2022  
TO: Health & Inspections Dept.  
FROM: Sherrie Jones, City Clerk's Office  
SUBJECT: Salvage Dealer – Alter Metal Recycling

---

Attached you will find an application for a Salvage Dealer from Alter Metal Recycling,  
404 N, Forest..

As designee, please assign an inspection in iWorQ's, Permit #2022.



CITY OF  
OTTUMWA

**SALVAGE DEALER LICENSE APPLICATION**  
2022-23

Name, address, and telephone number of Salvage Dealer: Alter Trading Corporation  
700 Office Parkway St. Louis MO 63141  
(314) 872-2400

Business Title: Alter Metal Recycling

Business Address: 404 North Forest

Name, address, and telephone number of individual responsible for the operation of said business if other than Salvage Dealer: Jason Woods- Senior Regional Director of Operations  
Alter Metal Recycling 1810 E. Hull Ave. Des Moines, Iowa  
(515) 262-0764

Type of material bought and sold or processed: Nonferrous and ferrous scrap metal, including appliances and vehicles

Legal description of area to be licensed: See Attachment 1

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year: 40 Gross Tons/Day,  
200 gross tons/week, and 9,600 gross tons/year of ferrous and nonferrous derived from  
households, peddlers, and industrial accounts

Give a detailed description of the process and disposal methods to be used: Scrap metal is to be weighed on either a truck scale or platform scale, then unloaded indoors,  
according to grade. Sorted material is to be loaded indoors into trucks and shipped.

List the equipment to be used, its design, capacities, and expected loads: Aljon Baler and Trucks, 2 - 3 per day

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 22 day of February, 2022.

  
Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/3/22  
License No.: 2022

Date submitted to Council: 4.5.2022  
Receipt No.: 6255



**Fidelity National Title  
Insurance Company**

SCHEDULE A - continued

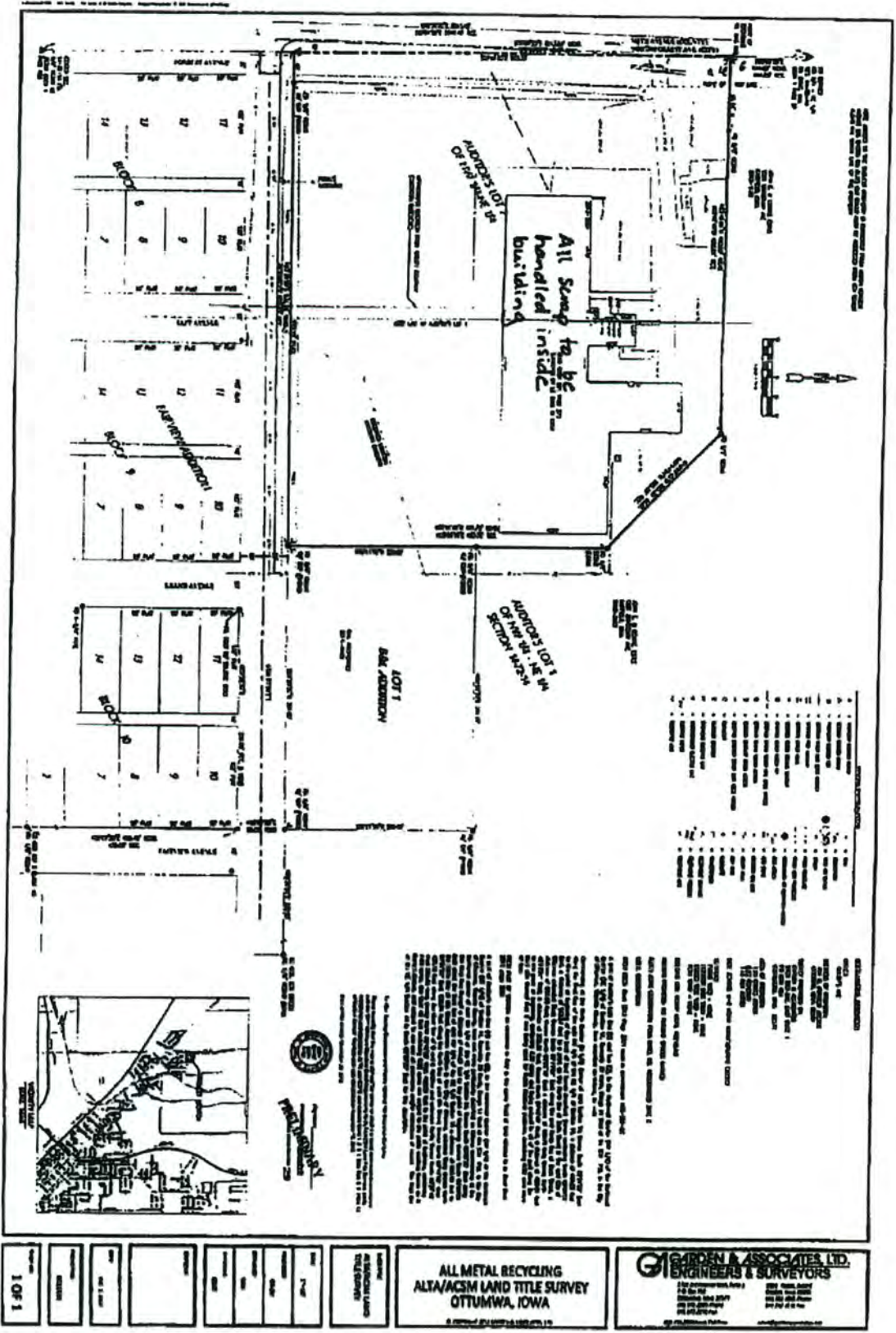
Case No. N80-589-OC

4. **LEGAL DESCRIPTION**

A part of Auditor's Lots One (1) and Two (2), in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa described as follows, to-wit:

Commencing at the North Quarter (N 1/4) Corner of said Section 14; thence South 00° 04' 09" East along the West line of the said NW 1/4 of the NE 1/4 of Section 14, a distance of 444.03 feet to the point of beginning of the tract of land herein described; thence continuing South 00° 04' 09" East, a distance of 568.97 feet to a point on the North line of Sixth Street in the said City of Ottumwa extended West; thence North 88° 41' 01" East along the said North line of Sixth Street, a distance of 632.83 feet; thence North 00° 06' 16" East a distance of 420.79 feet; thence North 46° 14' 24" West, a distance of 205.28 feet; thence North 89° 40' 49" West, a distance of 488.01 feet to the point of beginning, subject to all of the part along the West side thereof that is now being used for Public Roadway purposes.

which has the apparent address of 404 N. Forrest, Ottumwa, IA 52501





## SALVAGE DEALER LICENSE CONTIGENCY PLAN

---

ALTER METAL RECYCLING  
404 N. FORREST AVE. - OTTUMWA, IA

### Equipment Breakdowns/Maintenance Downtime

Essential operational equipment to operation includes scales, material handlers, and haul trucks. The following procedures are to be followed in the event essential operational equipment is not available:

- Material handlers and haul trucks are to be borrowed from another Alter operation or rented in the event breakdown or planned maintenance causes material capacity to exceed limits of indoor storage area.
- Scale maintenance which requires the scale to not be in use is to be planned during off scale hours.

### Equipment Fires

The following procedures are to be followed in the event fire occurs in equipment or vehicles:

- Operation is to maintain appropriate fire extinguishers in each operating equipment and in warehouse
- Employees are to be trained by Safety Department staff in use of fire extinguishers
- Fire extinguishers are to be inspected and services according to manufacturer's recommendations and/or OSHA requirements
- In the event a fire cannot be contained through use of onsite response equipment, personnel shall contact local fire department for response

### Disposal of Wastes

The following procedures are to be followed for removal and disposal of toxic, hazardous, and general waste:

- A covered dumpster is to be maintained under a storm resistant shelter for collection of non-hazardous solid waste, such as office general debris, rubbish, office, and break-room trash. Solid waste is to be hauled to Wapello County Landfill by a contract service provider or Alter vehicle.
- A covered plastic-lined Gaylord (or equivalent container) is to be maintained for collection of non-hazardous Industrial special waste, including routine oil spill cleanup absorbents and floor sweepings. Prior to disposal, accumulated special wastes are to be sampled for waste characterization. Special wastes approvals are to be sought prior to disposal at Wapello County Landfill.

- **Universal and toxic wastes generated during appliance demanufacturing activities are to be stored and handled in accordance with operation's IA Department of Natural Resources Appliance Demanufacturing Permit Operational Plan. Containerized wastes are to be disposed and/or recycled at a minimum once a year with an Alter approved waste vendor.**
- **Unauthorized materials (materials that cannot be safely recycled as scrap metal) that are dumped and that cannot be returned to supplier are to be characterized by Alter's Environmental Manager for proper disposal determination.**
- **Equipment fluids generated during maintenance are to be recycled and managed by offsite third party service provider. In the event maintenance is performed onsite, recovered fluids are to be placed in a DOT-approved drum, labeled as to contents, and recycled with Alter approved waste vendor.**



# Invoice

Date	Invoice #
2/2/2022	2022 i

<b>Bill To</b>
Alter Metal Recycling 404 N. Forrest Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License - 2022-23</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2022</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/1/2022</p> 	100.00
<b>Total</b>		\$100.00





# Invoice

Date	Invoice #
2/2/2022	2022 i

Bill To
Alter Metal Recycling 404 N. Forrest Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License - 2022-23</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2022</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/1/2022</p> 	100.00
<b>Total</b>		\$100.00

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 5, 2022

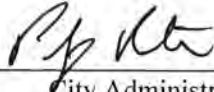
Planning & Development  
Department

Jake Rusch

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealers License for Courtney Car Crushing & Scrap, 825 Hayne Street.

\*\*\*\*\*

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

RECOMMENDATION: Approve the Salvage Dealers License for Courtney Car Crushing & Scrap, 825 Hayne Street.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2022, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



[ CITY OF ]  
O T T U M W A

MEMORANDUM

DATE: March 9, 2022  
TO: Health & Inspections Dept.  
FROM: Sherrie Jones, City Clerk's Office SJ  
SUBJECT: Salvage Dealer – Courtney Car Crushing and Scrap

---

Attached you will find an application for a Salvage Dealer from Courtney Car Crushing and Scrap at 825 Hayne.

As designee, please assign an inspection in iWorQ's, Permit #2016.



CITY OF  
OTTUMWA

**SALVAGE DEALER LICENSE APPLICATION**

Name of Salvage Dealer: Courtney Car Crushing and Scrap  
Address of Salvage Dealer: 825 Hayne  
Telephone Number of Salvage Dealer: Jed Hill 641-980-6100 Leonard 641-777-1895

Business Title: Courtney Car Crushing and Scrap

Business Address: 825 Hayne St

Individual Responsible for Operation of said Business if other than Salvage Dealer:  
Name: Jed Hill  
Address: 3530 Highway 16 Eldon IA  
Telephone Number: 641-980-6100

Type of material bought and sold or processed:  
Vehicles and tin non ferrous

Legal description of area to be licensed:  
PTSW Sec 30-72-13 (PTALI) com w Core  
Lot 3 Black 1 Blakes Second addition / N SW 536 W  
**Attach a plat of the proposed area to be licensed.**

Type, source, and expected volume or weight of materials to be handled per day, week, year:  
5,000 Ton / year

Give a detailed description of the process and disposal methods to be used:  
Materials are Baled as they come in and then loaded for the end user.

List the equipment to be used, its design, capacities, and expected loads:  
Loaders, Excavator, Baler, scale

**Attach a contingency plan** detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 9<sup>th</sup> day of MARCH, 2022

x Leonard Courtney  
Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/9/22  
License No.: 2016

Date submitted to Council: 4.5.2022  
Receipt No.: 6348

**Hazardous Material  
Contingency Plan  
For  
Courtney Car Crushing & Scrap**

**Issued:**

**February 20, 2013**

## HAZARDOUS MATERIAL EMERGENCY TEAM ORGANIZATION AND RESPONSIBILITIES

### ORGANIZATION

The Hazardous Material Emergency Team is composed of individuals selected to provide an efficient and **effective response** to all types of emergency incidents where hazardous materials are involved. The current team members and other emergency contracts are listed in Table 1, along with their phone numbers.

The Hazardous Material Emergency Coordinator is directly responsible for assuming authority to quickly and safely control all emergency situations involving releases of significant quantities of hazardous materials. Very small releases may be handled by the foreman as indicated in the "Spill Response Team Notification" section of the Emergency Action Plan for Courtney Car Crushing & Scrap. (Attachment A)

In the absence of the Hazardous Material Emergency Coordinator, the Secondary Hazardous Material Emergency Coordinator will assume the authority and the responsibilities. Likewise, one of the Alternate Hazardous Material Emergency Coordinators will assume the lead role when both of the above are absent from the facility.

#### Spill Response Team Members

Scott Baird (Team Leader)	(641)226-9887
Matt Moore	(641)777-1346
Mark Moore	(641)226-1515

### RESPONSIBILITIES

The responsibilities of the Emergency Director, Hazardous Material Emergency Coordinator, **Spill Response Team Leader, Yard Supervisor**, and Spill Response Team Members are detailed in the "Personal Assignments and Responsibilities" section of the Emergency Action Plan for CCC&S. (Attachment C)

Additional responsibilities under this Plan are detailed below.

#### 1. Secondary Hazardous Material Emergency Coordinator.

The Division Safety Engineer is the designated Secondary Hazardous Material

Emergency Coordinator.

The responsibilities of the Secondary Hazardous Material Emergency Coordinator are:

- Acting in the capacity of the Hazardous Material Emergency Coordinator in his/her absence;
- Assisting in the development of Hazardous Material Emergency procedures;
- Assisting in spill response cleanup activities, when required.

## 2. Alternate Hazardous Material Emergency Coordinator

In the absence of both the Hazardous Material Emergency Coordinator and the Secondary Hazardous Material Emergency Coordinator, either of the above shall designate an Alternate Emergency Coordinator to assume their responsibility.

The responsibilities of the Alternate Hazardous Material Emergency Coordinator are identical to those of the Secondary Emergency Coordinator.

## HAZARDOUS MATERIAL EMERGENCY ACTIONS

### A. SPILL RESPONSE TEAM NOTIFICATION

The procedure of Spill Response Team Notification is covered in the Emergency Action Plan for CCC&S (Attachment A).

### B. SPILL RESPONSE TEAM ACTIONS

When the Spill Response Team is activated, the Spill Team Leader should instruct the needed members on duty to report immediately to the Supervisor. Once there, the Hazardous Material Emergency Coordinator or his/her alternate will inform the Team of the situation and appropriate actions that need be taken. Team actions will always be taken with a minimum of two individuals.

### C. FIRE EMERGENCY

Fire emergency procedures consist of dialing 911.

### D. BUILDING EVACUATION

The Hazardous Material Emergency Coordinator has the authority to initiate building evacuation if necessary.

## GOVERNMENT NOTIFICATION

The procedure for notification of the appropriate local, state, or federal authorities is covered in the "Government Notification" section of the Emergency Plan for CCC&S.

## HAZARDOUS MATERIAL EMERGENCY EQUIPMENT

### SPILL

#### CONTROL EQUIPMENT/SUPPLIES

Spill control stations are to be maintained in the vicinity of all department areas where hazardous materials are handled. Each Supervisor must ensure that the spill control station maintained and stocked. Restocking supplies can be obtained by contacting the Hazardous Material Emergency Coordinator.

At a minimum, the spill control station should be stocked with the items listed in Table 2.

### FIRE FIGHTING EQUIPMENT

Courtney Car Crushing & Scrap is equipped with water hoses at 4 locations. Certain locations have also been wired with smoke detectors equipment. In addition, portable ABC-type dry chemical fire extinguishers are located in areas of easy access throughout the facility.

### CONTRACTOR ARRANGEMENT

At this time no specific arrangements have been made with individual spill cleanup contractors; however, the list below indicates area contractors that provide the spill cleanup services that may potentially be required.

Company	Phone
Triage Bio Clean Service	1-888-350-6653

### HOSPITAL/MEDICAL ARRANGEMENTS

All emergency care requiring ambulance service should be obtained by contacting E-911. Either the General Manager or the Foreman should make this contact. Emergency care not requiring ambulance service can be obtained at either Ottumwa Regional Health Center, or Dr. of the employees preference.

If the released hazardous material is involved in a fire situation, the Hazardous Material Emergency Coordinator will work with the Emergency Director to best control the combined hazards. The Emergency Director will be the first person available from the list given in the "Command Organization for CCC&S Emergency Action Plan" section of the Emergency Action Plan for CCC&S( Attachment B).



TABLE -1  
HAZARDOUS MATERIAL EMERGENCY CONTACTS

<u>Hazardous Material Emergency Coordinator</u>	Business Phone	Home Phone
Leonard Courtney (Owner)	682-6106	682-6979

Secondary Hazardous Material Emergency Coordinator

Charlie Essary	777-0753	777-0753
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Alternate Hazardous Material Emergency Coordinators

Mark Moore	226-1515	
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National Response Center

24-hr Hotline	1-800-424-8802	
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Wapello County

Department of Emergency Management	683-0050 ext. 317	
Fire Department	911	
Ottumwa Wapello Co. Sheriff's Office	911	
Ottumwa Regional Health Center	682-7511	
Emergency	911	

## CONTINGENCY PLAN DISTRIBUTION

The following outside agencies have been provided with a copy of the Hazardous Material Contingency Plan for Courtney Car Crushing & Scrap.

### Outside Agencies

Fire District  
Wapello Department of Emergency Management  
Ottumwa Regional Health Center (Hospital)  
DNR

TABLE 2

MINIMUM STOCKING REQUIREMENTS FOR SPILL RESPONSE EQUIPMENT

<u>Spill Control Supplies</u>	<u>Stations</u>	<u>Stockroom</u>	<u>Chem. Storage</u>
-------------------------------	-----------------	------------------	----------------------

Mop bucket with mop/ringer  
"Danger Chemical Spill" sign  
Spark resistant shovel  
Barricade tape, roll  
Spill control pillows, 250 ml  
Spill control pillows, 1L  
Spill control towels  
PIG response pack  
Sorbal, 50 LB. Bags  
Hazardous Waste Disposal Bags  
Hazardous Waste Labels  
Broom  
Dust pan

Protective Equipment

Dual-Purpose Ultralite air mask  
Breathing air cylinder with regulator  
Full-face respirator w/ nose cup  
Saranex coveralls, pair  
NBR gloves, pair of M and L  
PVC gloves, pair of M and L  
PVA or Viton gloves, pair of M and L  
Safety goggles

## ATTACHMENT A

### SPILL RESPONSE TEAM NOTIFICATION

Any supervisor or employee that discovers a spill or leak of one pint or more of a red labeled hazardous material or one quart or more of a yellow or green labeled hazardous material shall immediately assess the type, quantity, and related hazards; as soon as possible notify the Hazardous Material Emergency Coordinators (682-6979). If the Hazardous Material Emergency Coordinator cannot be reached, the Secondary Hazardous Material Emergency Coordinator should be contacted (777-0753). The Secondary then becomes responsible for contacting the proper person of authority.

For spills of less than one pint of red labeled hazardous material or less than one-quart of a yellow or green labeled material, the employee shall notify the Foreman, who shall make an incident-specific judgment on whether the Hazardous Material Emergency Coordinator should be notified for a determination.

The Hazardous Material Emergency Coordinator will evaluate the information provided by the spill notifier and determine whether the Spill Response Team should be notified immediately or whether further investigation is necessary before a decision on Spill Response Team notification can be made. When notifying the Spill Response Team is deemed necessary, the Hazardous Material Emergency Coordinator activates the Team by contacting the Spill Team Leader.

ATTACHMENT B

COMMAND ORGANIZATION FOR CCC&S EMERGENCY ACTION PLAN

The following personal will make up the command organizational structure for all emergencies arising under the scope of this plan. The Emergency Director will be the first person available from the following list. That person will assume control of the emergency situation and will direct activities until relieved by owner.

Foreman	Charlie Essary	(641)777-0753
Metal Buyer	Scott Baird	(641)226-9887
Operator	Mark Moore	(641)226-1515

## ATTACHMENT C

### PERSONAL ASSIGNMENTS AND RESPONSIBILITIES

During emergency situations, the command organization will be as follows:

#### A. DIRECTING AUTHORITY

Is a member of the overall command group, responsible to the owner & General Manager of CCC&S for the management and general supervision of this plan during emergency situations. The directing authority will assume general charge of all matters pertaining to policy and organization of the emergency. The duties and responsibilities of the directing authority are:

1. Establish a command post in any suitable location. Request the emergency team to report to the command post and direct their activities.
2. Maintain constant communications **with affected areas** of the facility and take action according to his/her analysis of the situation.
3. Coordinate activities of outside agencies with the emergency control organization during the former's presence in the building.

#### B. HAZARDOUS MATERIAL EMERGENCY COORDINATOR

The Division Environment Engineer is the designated Hazardous Material Emergency Coordinator for all emergency situations involving hazardous materials. The Hazardous Material Emergency Coordinator has the authority to commit the resources needed to coordinate and carry out all emergency response measures. The Hazardous Material Emergency Coordinator must at all times during facility operation either be in the facility, on call, or designate secondary or alternate emergency coordinators to assume responsibility.

The responsibilities of the Hazardous Material Emergency Coordinator are:

1. Coordinating all mitigative actions taken at hazardous material incidents.
2. Notifying the Department of Natural Resources and the National Response Center if the facility has had a release, fire, or explosion that could threaten human health or the environment outside the facility.
3. Developing and ensuring adherence to hazardous material emergency procedures.
4. Training or ensuring the training of the Spill Response Team.
5. Maintaining a current Hazardous Material Contingency Plan.
6. Providing for treating, storing, or disposal of any waste or contaminated materials.

7. Contacting and arranging for a spill cleanup contractor, if required.
8. Monitoring for leaks, pressure build up, of airborne releases wherever appropriate.
9. Designating an Alternate Hazardous Material Emergency Coordinator to assume responsibilities, if needed.
10. Assisting local government officials in determining whether any evacuation of the public may be necessary.
11. Ensuring that all emergency equipment is cleaned and fit for its intended use before operations are resumed.
12. Keeping a written record of any incident that requires implementing the Contingency Plan and submitting a written report to the Department of Natural Resources.

### C. EMERGENCY ACTION TEAM

Is a management group which will function in all emergency disaster situations. The team will include all personnel.

### FIRST AID UNIT

Consists of two employees permanently assigned to their duties. The duties and responsibilities of the First Aid Unit are:

1. Report to the first aid station, unless a fire in that area necessitates a change of location.
2. Render any necessary assistance in first aid treatment.
3. Arrange through the communications unit for removal of injured personnel to outside medical facilities.

### COMMUNICATIONS UNIT

Consists of the switchboard operator. The basic communications equipment of the facility will be the telephone. The duties and responsibilities of the Communications Unit are:

1. Maintain essential telephone, or messenger service within the building for as long as equipment remains in working condition, or until directed to evacuate communication personnel to an area of safety.
2. Provide for the screening of all outside telephone calls and the elimination of any nonessential calls.
3. Establish and maintain communications liaison among the fire marshal, and emergency units when so instructed.

4. Personally ensure the evacuation for communication personnel in accordance with instructions.

#### G. INVESTIGATION UNIT

Consists of the owner and general manager. The duties and responsibilities of the Investigation Unit are:

1. Record pertinent factual conditions at the time of, or immediately after, the emergency.
2. In the case of a fire or explosion, interview as promptly as possible all available witnesses and others as necessary to establish a complete factual report.
3. Establish prompt and positive identification of injured persons or casualties.
4. Assist or coordinate the activities of other inquiry boards or special investigations.

#### GUARD UNIT

##### 1. SPILL RESPONSE TEAM LEADER

The Spill Response Team Leader is under the direction of the Hazardous Material Emergency Coordinator or his/her designee.

The responsibilities of the Spill Response Team Leader are:

1. Organizing the Spill Response Team Members and equipment to respond to spill incidents in a effective manner.
2. Ensuring that an adequate stock of protective equipment and clothing, spill control equipment and supplies are available for foreseeable emergencies.

##### SPILL RESPONSE TEAM

The Spill Response Team Members are under the direct supervision of the Spill Response Team Leader.

The responsibilities of the Spill Response Team Members are:

1. Responding to chemical spills under the direction of the Team Leader or Hazardous Material Emergency Coordinator.
2. Maintaining all spill response equipment in operating order.
3. Attending all required training sessions.



## ATTACHMENT D

### GOVERNMENT NOTIFICATION

If evacuation of the local public areas may be advisable, the Ottumwa Fire Department (911).

If a Reportable Quantity of a hazardous material is released or if the amount released is uncertain, the National Response Center must be notified. The information that must be provided includes: name and quantity of materials involved; the extent known; the extent of injuries, if any; and the possible hazards to human health or the environment.

Within 15 days of any incident that required implementation of the contingency plan, a written report on the incident must be submitted to the DNR. The report must include:

1. Name and address of the facility and telephone number of the facility contact.
2. Date, time, and type of incident.
3. Name and quantity of material involved.
4. The extent of injuries, if any.
5. An assessment of actual or potential hazards to human health or the environment, where applicable.
6. Estimated quantity and disposition of recovered material that resulted from the incident.
7. Cause of the incident.
8. Description of corrective action taken to prevent reoccurrence of the incident.

If a release, fire, or explosion of a hazardous material occurs which could threaten public health or the environment outside the facility, the Hazardous Material Emergency Coordinator must immediately notify the appropriate local, state, or federal authorities.



# Invoice

Date	Invoice #
2/2/2022	2016 i

<b>Bill To</b>
Courtney Car Crushing & Scrap Leonard Courtney PO Box 621 Ottumwa, IA 52501

City of Ottumwa  
105 E Third St

P.O. No.	Terms	Project
	Net 30	


Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License 2022-23 - 825 Hayne St.</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2022</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be filed by 3/1/2022</p> <div style="text-align: center;"> </div>	100.00
<b>Total</b>		<b>\$100.00</b>

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

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson   
Department Head

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

AGENDA TITLE: Salvage Dealers License for Paulos Used Cars, 430 N Forrest Avenue.

\*\*\*\*\*

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

RECOMMENDATION: Approve the Salvage Dealers License for Paulos Used Cars, 430 N Forrest Avenue.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2022, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



[ CITY OF ]

OTTUMWA

MEMORANDUM

DATE: March 10, 2022

TO: Health & Inspections Dept.

FROM: Sherrie Jones, City Clerk's Office SJ

SUBJECT: Salvage Dealer – Paulos Used Cars (was Karz Salvage, LLC)

---

Attached you will find an application for a Salvage Dealer from Paulos Used Cars, 430 N. Forrest Ave.

As designee, please assign an inspection in iWorQ's, Permit #2032.

**SALVAGE DEALER LICENSE APPLICATION**

2022-23

Name, address, and telephone number of Salvage Dealer: Paulos used Cars 430 N Forrest Ave  
Ottumwa IA 641-682-4161

Business Title: Auto Recycling

Business Address: 430 N Forrest Ave Ottumwa IA

Name, address, and telephone number of individual responsible for the operation of said business if other than Salvage Dealer:

Brennan Elder / Harry Paulos  
127 W main st agency IA  
641-682-4161 641-226-3807

Type of material bought and sold or processed: Recycled auto parts

Legal description of area to be licensed: ptsw SE 320'x120' Sec 11-72-14, ptsw sw SE 363'x240'  
Sec 11-72-14 2A 2 Acres Mil SWSE CM 360'E SW cor SWSE 1/4, 2 Acres Mil  
SWSE Sec 11 Des As fol: CM A tract of land IN Sec 11-72-14 W 1/4 Sec 11,  
PTSE Sec 11-72-14 B6 480' N of S114 Cor  
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:

used Automobiles, 1600 lbs day, 8000 lbs week, 384,000 lbs year

Give a detailed description of the process and disposal methods to be used:

When vehicles arrive we drain All fluids Strip all Salvagable parts  
and crush the Remains

List the equipment to be used, its design, capacities, and expected loads:

Case 321F wheel loader, 5,600 lb lifting Capacity, lift no more  
than 4,500 lbs with equipment

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 2 day of March, 2022.

  
Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3-10-2022

Date submitted to Council: 4.5.2022

License No.: 2032

Receipt No.: 6397

EQUIPMENT REPAIRED IN HOUSE OR BY BRANDT'S TRUCK  
REPAIR SAME FOR PREVENTIVE MAINTENANCE

ABS FIRE EQUIPMENT MAINTAIN OUR FIRE EQUIPMENT

ANTIFREEZE AND FREON IS REUSED IN HOUSE  
ENGINE AND TRANSMISSION OIL USED IN WASTED OIL HEATER

PARZ LLC  
430 FORREST AVE  
OTTUMWA IA  
52501

## FIRE EXTINGUISHER FOR FERE

RECYCLE USED OIL TO BURN IN FURNACE  
RECYCLE FREON WITH RECOVERY MACHINE  
SELL SCRAP AND BY PRODUCTS TO ALFERS

mike paulos @ yahoo.com



The following described premises situated in Wapello County, Iowa, to-wit: Two acres more or less in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 11, Township 72 North, Range 14 West, which said land is more particularly described as follows:

The place of beginning is determined by commencing at the Southwest corner of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 11 and running thence due North in the middle of the road a distance of 360 feet and thence due East a distance of 360 feet. Said two acres is bounded by a line running 240 feet due South from said place of beginning; thence due East a distance of 320 feet; thence due North a distance of 240 feet; thence due West 320 feet to the place of beginning; also an Easement of a right of way 40 feet wide on the West side of the above described two acres as said way is laid out to the Public Highway.

Also another two acres of ground in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 11, Township 72, Range 14, more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter of the Southeast Quarter of said Section 11, Township 72, Range 14, thence running 660 feet due East to the place of beginning; thence 240 feet due North; thence 363 feet due East; thence 240 feet due South thence 363 feet West to place of beginning.

A part of the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in Wapello County, Iowa, described as follows, to-wit: Commencing 480 feet North and 360 feet East of the Southwest corner of the Southeast Quarter of said Section 11, for the place of beginning; thence South 120 feet; thence East 320 feet; thence South 120 feet; thence East 363 feet; thence North 240 feet; thence West 683 feet to place of beginning.



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

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson *ZS*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Salvage Dealers License for Rosenman's Inc, 902 E Main Street.

\*\*\*\*\*

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

RECOMMENDATION: Approve the Salvage Dealers License for Rosenman's Inc, 902 E Main Street.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2022, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



[ CITY OF ]

O T T U M W A

MEMORANDUM

DATE: March 1, 2022  
TO: Building Code & Enforcement Dept.  
FROM: Sherrie Jones, City Clerk's Office  
SUBJECT: Salvage Dealer – Rosenman's Inc.

---

Attached you will find an application for a Salvage Dealer from Rosenman's Inc., 902 E. Main St.

As designee, please assign an inspection in iWorQ's, Permit #1988.



**SALVAGE DEALER LICENSE APPLICATION**  
2022-23

Name, address, and telephone number of Salvage Dealer: Rosenman's Inc.  
902 East Main Street, P.O. Box 1002  
(641) 683-1871 Ottumwa, IA 52501

Business Title: Same

Business Address: Same

Name, address, and telephone number of individual responsible for the operation of said business if other than Salvage Dealer: Same

Type of material bought and sold or processed: Industrial scrap iron and metal which is bought then manufactured to industry specifications and grades.

Legal description of area to be licensed: Attached

**Attach a plat** of the proposed area to be licensed.


Type, source, and expected volume or weight of materials to be handled per day, week, year: Industrial scrap material from within 200 mile radius of Ottumwa, Iowa. Total volume approximately 6000 tons with less than 1% from Ottumwa.

Give a detailed description of the process and disposal methods to be used: Material is manufactured to specific products for consuming mills. All material is shipped by rail or truck.

List the equipment to be used, its design, capacities, and expected loads: Balers, shears, material handling equipment of all types.

**Attach a contingency plan** detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 25 day of February, 2022.

  
\_\_\_\_\_  
Signature of Applicant

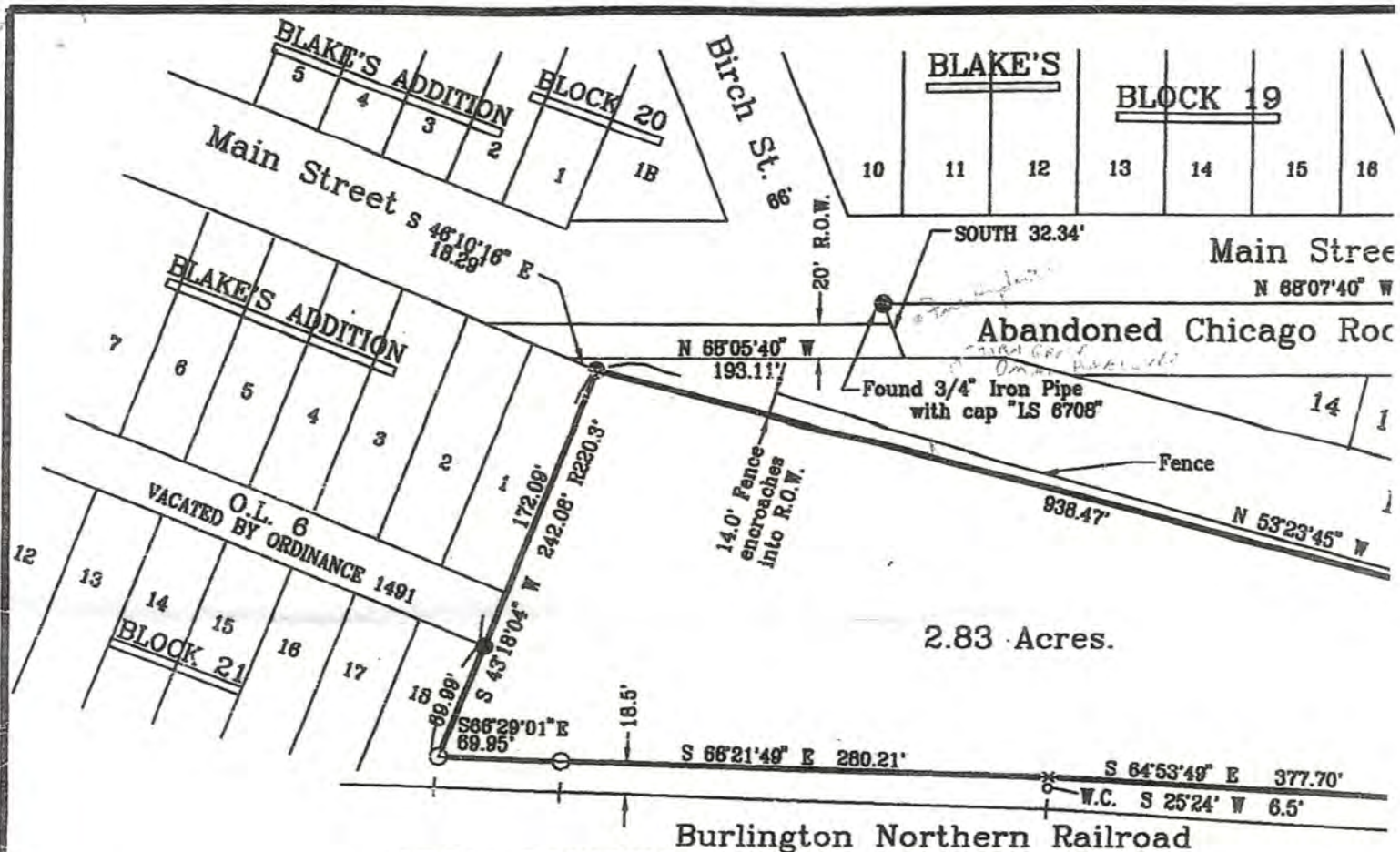
License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 3/1/22

Date submitted to Council: 4.5.2022

License No.: 1988

Receipt No.: 4242



**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 72 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30;  
 THENCE SOUTH 0°12'20" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;

THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1079.88 FEET TO EASTERLY CORNER OF BLOCK 21, BLAKE'S ADDITION, AND THE POINT OF BEGINNING;

THENCE SOUTH 43°18'04" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 242.08 FEET TO AN OFFSET LINE WHICH IS 18.5 FEET NORTHERLY OF BURLINGTON NORTHERN RAILROAD COMPANY'S YARD TRACK NUMBER 33 CONSTRUCTED CENTERLINE;

THENCE SOUTH 66°29'01" EAST, ALONG SAID OFFSET LINE, 69.95 FEET;

THENCE SOUTH 66°22'49" EAST, ALONG SAID OFFSET LINE, 280.21 FEET;

THENCE SOUTH 64°53'49" EAST, ALONG SAID OFFSET LINE, 377.70 FEET;

THENCE SOUTH 68°51'27" EAST, ALONG SAID OFFSET LINE, 108.74 FEET;

THENCE SOUTH 73°22'29" EAST, ALONG SAID OFFSET LINE, 78.02 FEET;

THENCE SOUTH 75°06'13" EAST, ALONG SAID OFFSET LINE, 83.16 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;

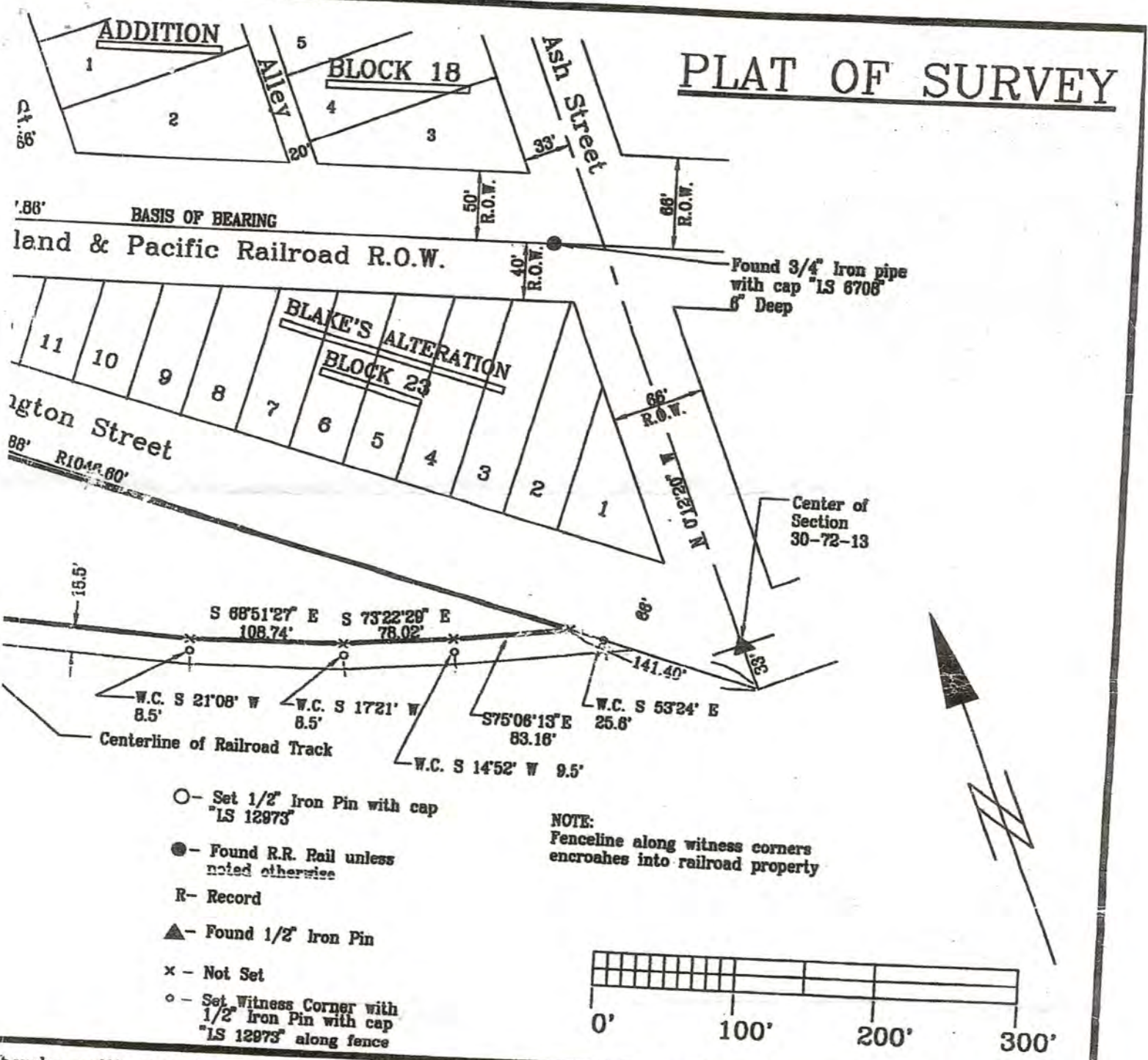
THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, 938.47 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 2.83 ACRES.

AND SUBJECT TO ALL EXISTING INTERESTS, INCLUDING BUT NOT LIMITED TO ALL RESERVATION, RIGHT OF WAY AND EASEMENTS OF RECORD OR OTHERWISE;

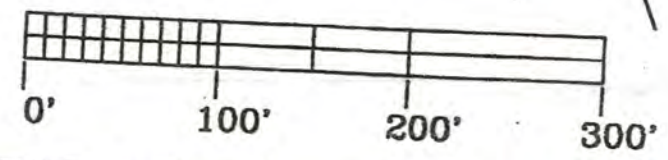
AND ALSO, EXCEPTING AND RESERVING UNTO BURLINGTON NORTHERN RAILROAD, ITS SUCCESSORS AND ASSIGNS, ALL COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, INCLUDING SAND AND GRAVEL, UNDERLYING THE SURFACE OF THE PREMISES HERE CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.

# PLAT OF SURVEY



- - Set 1/2" Iron Pin with cap "LS 12973"
- - Found R.R. Rail unless noted otherwise
- R - Record
- ▲ - Found 1/2" Iron Pin
- × - Not Set
- - Set Witness Corner with 1/2" Iron Pin with cap "LS 12973" along fence

NOTE:  
Fenceline along witness corners encroaches into railroad property



I hereby certify that this surveying document was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

*John Jennison*

Date: 10/10/94

John Jennison  
Reg. No. 12973



Registration renewal date is December 31, 1995

Survey For:  
Eli Rosenman  
904 E. Main Street  
Ottumwa, Iowa 52501

**JENNISON / GRAHAM & Associates, Inc.**  
Engineering and Surveying  
611 Church St. Phone (800)682-2910  
Ottumwa, Iowa 52501 Fax (515)683-1280

# ROSENMAN'S INC.

## STEEL SERVICE CENTER

Metals - Ferrous & Non-Ferrous - Recycling  
P.O. Box 1002 Ottumwa, Iowa 52501

Phone 641-683-1871

### Contingency Plan

Equipment breakdown is handled by our own maintenance people and local mechanics, as needed. Normally, maintenance does not create down time as other equipment is available.

Fire extinguishers are checked on a regular basis and located in all pieces of equipment, warehouse, and office.

We do not handle any toxic, hazardous, or general waste.






# Invoice

Date	Invoice #
2/2/2022	1988 i

<b>Bill To</b>
Rosenman's Inc. PO Box 1002 Ottumwa, IA 52501-3647

City of Ottumwa  
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License 2022-23</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2022</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be filed by 3/1/2022</p> <div style="text-align: center;">  <p>6242</p> </div>	100.00
<b>Total</b>		<b>\$100.00</b>

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

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

Council Meeting of: Apr 5, 2022

Christina Reinhard *CJR*  
Prepared By

Police  
Department

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

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc., d/b/a Hy-Vee #2 C-Store.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Acknowledgment/Settlement Agreement with Hy-Vee, Inc., d/b/a Hy-Vee #2 C-Store at 2457 North Court Street.

DISCUSSION: On February 9, 2022, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Hy-Vee, Inc. d/b/a Hy-Vee #2 C-Store  
2457 North Court Street  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a third violation within a period of three years of this statute. The above-captioned permit holder has remitted one thousand five hundred dollars (\$1,500.00) to the City and agree to the suspension of the retailer's cigarette permit for a period of thirty days, beginning on April 20, 2022. This sanction is consistent with Iowa Code section 453A.22(2)(c) for a third violation of Iowa Code section 453A.2(1). The City Council shall authorize the Mayor to sign the Order Accepting Acknowledgment/Settlement Agreement - 3rd Violation.

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
3<sup>rd</sup> VIOLATION**

IN RE:

Hy-Vee, Inc.  
d/b/a Hy-Vee #2 C-Store  
5820 Westown Parkway  
West Des Moines, Iowa 50266

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Third Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$1,500 made payable to the "City of Ottumwa". Further, I (we) agree to the suspension of my (our) cigarette permit for a period of 30 days, beginning on the date that will be specified in the official City Order that I (we) will receive at a later date.

PERMITTEE

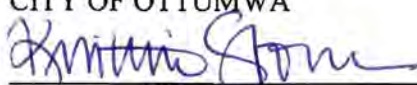
  
\_\_\_\_\_  
Signature Mic Jurgens

\_\_\_\_\_  
Title Executive Vice President

\_\_\_\_\_  
Date

3/23/2022

CITY OF OTTUMWA

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

City Attorney

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

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500 check made payable to the "City of Ottumwa", should be returned to:**

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
3<sup>rd</sup> VIOLATION**

---

IN RE:

Hy-Vee, Inc.  
d/b/a Hy-Vee #2 C-Store  
5820 Westown Parkway  
West Des Moines, Iowa 50266

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

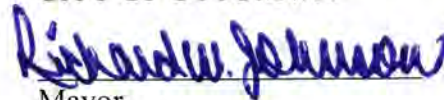
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ON this 5th day of April, 2022, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment/ Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00), and the above captioned permittee has agreed to the suspension of its cigarette permit for a period of 30 days. Said suspension shall begin on April 20, 2022. Be advised that this sanction will count as a third violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(c).

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

CITY OF OTTUMWA

  
Mayor

ATTEST:

  
City Clerk





# Sales Receipt

Date	Sale No.
3/31/2022	91227

<b>Sold To</b>
Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, IA 50266

City of Ottumwa  
105 E Third St

Check No.	Payment Method	Project
1372741	Check	Hy-Vee C-Store #2 -...

Item	Description	Amount
001-110-4765	3rd Violation 2/9/2022 - Tobacco Penalty	1,500.00

<b>Total</b>	\$1,500.00
--------------	------------

Phone: 641.683.0600  
Fax: 641.683.0613  
[www.cityofottumwa.com](http://www.cityofottumwa.com)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**www.ahlerslaw.com**  
Logan S. Brundage  
515.246.0331  
lbrundage@ahlerslaw.com

March 29, 2022

*Attorney-Client Communication*

**Via U.S. Mail**

Attn: Chris Reinhard, City Clerk  
City of Ottumwa  
105 E. Third Street  
Ottumwa, Iowa 52501

RE: Tobacco Violation - Hy-Vee #2 C-Store Acknowledgement & Settlement Penalty

Chris:

Enclosed, please find Hy-Vee, Inc.'s executed Acknowledgement / Settlement Agreement for the N. Hy-Vee Gas #2 C-Store's third violation of Iowa Code § 453A.2(1), along with Check No. 1372741 in the amount of \$1,500.00 to satisfy the statute's mandatory monetary penalty. With this Agreement, Hy-Vee, Inc. also agrees to the mandatory 30-day suspension of its cigarette permit beginning on the date set out in the City Council's Order.

Please let us know if you have any questions.

Sincerely,

AHLERS & COONEY, P.C.

Logan S. Brundage

LSB:gc

Enclosures: Acknowledgement / Settlement Agreement; Check No. 1372741 – Payment of Penalty

**CITY OF OTTUMWA  
NOTICE OF HEARING  
3<sup>rd</sup> VIOLATION**

March 17, 2022

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

RE: Hy-Vee #2 C-Store  
2457 N Court St.  
Ottumwa, Iowa 52501

On February 9, 2022, the Ottumwa Police Department conducted compliance checks of local tobacco retailers in order to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the third violation against your business for selling tobacco to an underage person at this location in the past three years. Section 453A.22(2)(c) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$1,500.00 and suspend the retailer's cigarette permit for 30 days for the third violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you and suspend your cigarette permit for 30 days as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, April 5, 2022, in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$1,500 civil penalty and mandatory 30-day suspension of your cigarette permit.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to City Attorney Kristine Stone, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 29, 2022. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$1,500, made payable to the "City of Ottumwa" and agree to the mandatory cigarette permit suspension. Following compliance with the 30-day



suspension period beginning on the date that will be specified in the official City Order, the penalty for a Third Violation under Iowa Code section 453A.22(2)(c) will be satisfied.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.

A handwritten signature in cursive script, appearing to read "Kristine Stone", written over a horizontal line.

Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
3<sup>rd</sup> VIOLATION**

IN RE:

Hy-Vee, Inc.  
d/b/a Hy-Vee #2 C-Store  
5820 Westown Parkway  
West Des Moines, Iowa 50266

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Third Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$1,500 made payable to the "City of Ottumwa". Further, I (we) agree to the suspension of my (our) cigarette permit for a period of 30 days, beginning on the date that will be specified in the official City Order that I (we) will receive at a later date.

PERMITTEE

CITY OF OTTUMWA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$1,500 check made payable to the "City of Ottumwa", should be returned to:**

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**

**CITY OF OTTUMWA  
HEARING COMPLAINT  
3<sup>rd</sup> VIOLATION**

---

IN RE:

Hy-Vee, Inc.  
d/b/a Hy-Vee #2 C-Store  
5820 Westown Parkway  
West Des Moines, Iowa 50266

**HEARING COMPLAINT**

---

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(c) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of one thousand five hundred dollars (\$1,500.00) and the retailer’s permit shall be suspended for a period of thirty (30) days for a third violation of Iowa Code section 453A.2(1) within a three year period.
3. On or about February 9, 2022, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. A previous first violation of Iowa Code section 453A.2(1) was entered against the retailer at this location on May 21, 2019.
5. A previous second violation of Iowa Code section 453A.2(1) was entered against the retailer at this location on April 21, 2020.
6. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a third violation of the above-referenced sections of Iowa Code chapter 453A, within a period of three years, and assess a civil penalty in the amount of one thousand five hundred dollars (\$1,500) against Hy-Vee, Inc. and suspend Hy-Vee's permit to sell cigarettes, tobacco, nicotine, and vapor products over the counter for thirty (30) days.



Kristine Stone, City Attorney (AT0008828)  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA  
(or)  
(CITY OF OTTUMWA)

Before Magistrate \_\_\_\_\_  
Criminal Number \_\_\_\_\_

vs.  
Defendant: **Jon Monica Shyrock**  
Address:

Ottumwa Police Case #: 202200003755



**COMPLAINT AND AFFIDAVIT**

The defendant is accused of the crime of Persons Under Legal Age (Sell Tobacco Under Age)  
in violation of section 453A.2(1) of the Iowa Criminal Code/2017 or section \_\_\_\_\_  
of the City of Ottumwa Code in that the Defendant on or about the 9th day of February, 2022  
at approximately 5:17pm at 2457 N. Court (Hy-Vee Gas), Ottumwa, Ia  
in Wapello County, did commit the act of Persons Under Legal Age (Sell Tobacco Under Age)

\_\_\_\_\_  
THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,  
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or  
(2) be detained, if already in custody, pending further proceedings;  
and that said Defendant otherwise be dealt with according to law.

Complainant [Signature]  
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., **Jon Monica Shyrock** **AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

**The listed defendant was working as a clerk at N. Hy-Vee Gas when a 19 year old male was sent inside the retail establishment by law enforcement officers during a tobacco compliance check. The 19 year old asked to purchase a pack of Marlboro Light cigarettes where the above defendant asked for a date of birth and no identification card. The above defendant was given the subject's date of birth and then sold the tobacco product to the subject who is under the legal age of 21 to purchase or possess a tobacco product. The above defendant was arrested and released on police citation.**

Victim:  
Witness 1:  
Witness 2:

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 10<sup>th</sup> day of February, 2022

[Signature]  
Signature of Affiant  
[Signature] #167  
Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



\_\_\_\_\_  
Magistrate

Trial Court Case Details Print All Pages

[Summary] [Expand]	[Enter] [Financial]	[Last Title] [Records]	[Filings] [Seizure Returns]	[Process, L. & P. Dates] [Traffic Details]	Search Results Back	[Criminal Cases/Dismissals]	[Defendant Lists]
<p><b>Filings</b>                      Title: STATE VS SHRYOCK, JON MONICA                      Case: 03901 SMSM046663 (WAPELLO)                      Citation Number:</p>							
<p><b>Event</b></p>							
<p>COMPUTER GENERATED NOTICE                      Comments: FINAL NOTICE OF PAST DUE COURT FINE AND COSTS</p>							
<p>ORDER OF DISPOSITION                      Comments: GUILTY FINE COPY MAILED TO DEFT                      ERHARDT SAMUEL K</p>							
<p>WRITTEN PLEA OF GUILTY - FILED                      Comments: RIGHTS ADVISORY AND WRITTEN PLEA OR REQUEST THAT TRAIL BE SET                      SHRYOCK, JON MONICA</p>							
<p>CITATION                      Comments: DEFT SHALL APPEAR 2-16-2022 @ 09:00 AM                      OTTUMWA POLICE DEPARTMENT</p>							
<p>CRIMINAL COMPLAINT                      Comments: PERSON UNDER LEGAL AGE(SEE TOBACCO UNDER AGE)                      OTTUMWA POLICE DEPARTMENT</p>							
					Filed	Create Date	Last Updated
					03/04/2022	03/04/2022	03/04/2022
					02/16/2022	02/17/2022	02/17/2022
					02/16/2022	02/16/2022	02/16/2022
					02/12/2022	02/14/2022	02/14/2022
					02/12/2022	02/14/2022	02/14/2022



**AHLERS COONEY**  
ATTORNEYS

100 COURT AVENUE, SUITE 600 | DES MOINES, IA 50309

Hasler

PPS/CLASER MAIL

03/17/2022

US POSTAGE \$000.73<sup>9</sup>



ZIP 50309  
011E11680184

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

CITY OF OTTUMWA

Staff Summary

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

2022 APR 31 PM  
11:11

Council Meeting of: April 5, 2022

Engineering Department  
Department

Phillip Burgmeier  
Prepared By  
*Larry Seal*  
Department Head

*R. J. Att*  
City Administrator Approval

AGENDA TITLE: Approve proposal from CIT Sewer Solutions for repairing sewer joints in a 24" VCP sewer.

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

RECOMMENDATION: Approve proposal from CIT Sewer Solutions and authorize the mayor to sign.

DISCUSSION: This project consists repairing 4 joints in a 24" diameter sanitary sewer main. A storm sewer was built over this main in the 1990's and appears to have settled and shifted the sanitary sewer enough to open up joints between the pipe sections. The open joints are causing sinkholes in the ground above. The pipe itself is structurally sound.

CIT is proposing to perform a Cured-in-place pipe (CIPP) repair. This is a specialized process using resin impregnated fiberglass liners that can be installed under flow, with minimal bypass pumping, and without any excavation. The liners cure in 1-3 hours and have an expected service life of 50+ years.

Open cutting to perform a repair, or to replace the pipes is cost prohibitive. It also introduces dangers associated with working in a trench and having an active concrete storm sewer suspended over the work area.

The total costs this repair is \$11,000.00. These repairs will be funded from the sewer fund balance.

We contacted three contractors that routinely perform this type of work:

- 1. CIT – Sewer Solutions                      \$11,000.00
- 2. Municipal Pipe Tool                        \$25,000.00
- 3. Accujet                                         Can only line pipe up to 15"

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: No





## Ottumwa – CIPP Point Repairs

City of Ottumwa  
will hereafter be referred to as "Customer"  
CIT Sewer Solutions will hereafter be referred to as "CIT"

**DESCRIPTION OF WORK:** The work to be done under this contract includes all labor, materials, and equipment to install two 24" x 8' CIPP Point Repairs unless specified otherwise in this contract.

**PRICING:**

Description	Quantity	Rate	Total
24" x 8' CIPP Point Repairs	2	\$6,000	\$12,000.00
Discount for City Equipment Assistance	1	\$1,000	\$1,000.00
			<b><u>Total - \$11,000.00</u></b>

**IDLE TIME:** \$300/hour - Time exceeding 20 min for water fill, debris disposal, customer representative authorizations or other factors not related to CIT's responsibilities while performing agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

**CHANGE ORDER:** Request for any additional work not included in the provisions of these specifications will be negotiated between Customer and CIT via change order. Must be signed and dated by all parties before additional work can begin.

**PAYMENT:** Payment will be made at the unit prices listed above. Customer will pay CIT in full for all completed work within 30 days of invoice date.

**PLANS:** Customer will provide maps or prints of sewer lines to be cleaned and inspected. The lines that are scheduled for inclusion in the project will be clearly marked/highlighted. Customer will provide reference numbers for all manholes. CIT will use the cities reference numbers on the written and video reports.

**SCHEDULING AND EXECUTION OF WORK:** Customer will give CIT a notice to proceed after all contracts have been executed and all necessary forms or insurance certificates have been collected by either CIT or the customer. Customer and CIT will establish a schedule that identifies a project itinerary that is mutually beneficial to both parties within the performance period.

### **WORK AND MATERIAL PROVIDED BY CUSTOMER:**

#### **Customer will provide the following at no cost to CIT:**

- 1) Community awareness that sewer maintenance is scheduled with CIT
- 2) Instruction for CIT on how to respond to residents that approach CIT during the project
- 3) Inform CIT of history of sewers with known sewer system failures
- 4) Legal and physical access to manholes on portion of sewer included in the project
- 5) Exposure of buried manholes and seized manhole lids loosened prior to CIT mobilization
- 6) Any excavation, opening, back filling and/or repair of sewers and/or streets required to remove CIT's equipment caught in the sewer pipe due to sewer defects
- 7) A person to act as liaison between Customer and CIT for the duration of the project that will also be able to familiarize CIT with locations of sewers and manholes
- 8) Water for cleaning sewer and access to nearest fire hydrants
- 9) A secure storage area to accommodate CIT equipment, vehicles, and materials
- 10) A location near work site where debris removed from sewer cleaning can be deposited
- 11) Disposal of debris removed from sewer cleaning process
- 12) Traffic control needed in addition to CIT's arrow boards and cones

### **WORK AND MATERIALS PROVIDED BY CIT:**

#### **CIPP Point Repair:**

- 1) Comply with ASTM F1216 and Sudas 2020 Section 4050 – Pipe Rehabilitation

#### **Sewer Inspection:**

- 1) CIT will provide Pre and Post Video for CIPP repair work
- 2) Video inspections will be performed by a NASSCO certified PACP operator
- 3) CIT will perform closed circuit video inspections of the sewer using current state of the art technology and trained employees
- 4) CCTV camera will be high-resolution color with adjustable iris focus
- 5) CCTV camera will have pan and tilt capabilities that allow up close and right-angled inspections of defects and other significant observations
- 6) Video camera will be equipped with 1,000' of video cable
- 7) Video camera, television monitor and other components of the video system will produce a high-quality video image
- 8) Footage distance measured by the video system will be accurate within 1% and will be used to determine footages for reporting and billing purposes. The center line between manholes will be the reference points used to determine footage measurements

#### **Sewer inspection reporting:**

- 1) Video inspection and reporting software will be NASSCO approved software
- 2) All observations will be chosen from a standard table of descriptions incorporated in the video reporting software
- 3) CIT will make a color recording on a flash drive of all sewers inspected and will provide a corresponding paper report generated by the video inspection software. The video recording will include on-screen observation identifications that label continues footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. Video inspections recorded on a flash drive allow indexing of video files for faster viewing by Customer.

**INSURANCE:**

CIT will maintain General Liability and Auto Liability Insurance throughout the duration of the contract with limits not less than \$1,000,000 General Liability, \$1,000,000 Auto and \$500,000 Workers Compensation Employers Liability. Proof of Insurance in the form of an insurance certificate will be issued to the Customer prior to the start of the project.

**ADDITIONAL COMMENTS/RQUESTS/ADDENDUMS BETWEEN CUSTOMER AND CIT:**

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\_\_\_\_\_   
 Customer Scheduling Coordinator

\_\_\_\_\_   
 Phone Number

Name and address of the person reports should be sent to:

Name and address or email invoices should go to:

Preferred Invoice Method: Emailed    Mailed

Agreement dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_   
 Customer Authorized Signature

*Kevin Jacobson*   
 \_\_\_\_\_   
 CEO Signature

*Elizabeth Jacobson*   
 \_\_\_\_\_   
 CIT Representative Signature

Executed contracts may be sent with the CIT Project Manager, emailed or mailed to:

[libby@citsewer.com](mailto:libby@citsewer.com)  
CIT Sewer Solutions  
PO Box 203  
McCallsburg, IA 50154

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

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

Council Meeting of : Apr 5, 2022

Finance  
Department

Tina Jaegers  
Prepared By  
Tina Jaegers  
Department Head

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

AGENDA TITLE: Resolution No. 90-2022 Authorizing the reallocation of \$170,000 CIP Bond Proceeds Series 2021, from the Parks Pond Fill In project to the Parks Shower House project.

\*\*\*\*\*

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

\*\*The Fund of Money used for a certain purpose is hereby made available for the purpose of the project. If the Fund of Money is not available for the project, the project will not be funded.

RECOMMENDATION: Pass and Adopt Resolution No. 90-2022, reallocation of \$170,000 within the Parks Department project funds.

DISCUSSION: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. The Parks Director, Gene Rathje, has requested a reallocation of \$170,000 from the Pond Fill In project to the Shower House project. Both of these projects are in the Parks Department project fund, and is still compliant with original bond funding. The Pond Fill in project is requiring less funding due to reuse of CSO dirt instead of purchased dirt, and the Shower House project costs are higher than estimated due to rising supply costs.

Source of Funds: CIP FY 2021 Bond Funding

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 90-2022**

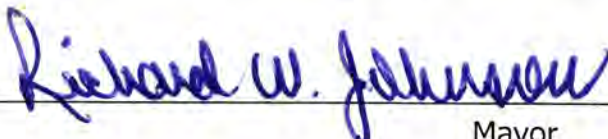
A RESOLUTION AUTHORIZING A TRANSFER OF 2021 BOND FUNDS FROM PARKS POND FILL IN PROJECT TO PARKS SHOWER HOUSE PROJECT.

WHEREAS, The City Finance Department, effective April 13, 2019, is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution and


WHEREAS, The City is requesting that an reallocation of bond funding be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City Interim Finance Director/City Accountant is authorized to make the required transfer of Bond Funding (SRS 2021) from Parks Pond Fill In Project to Parks Shower House Project in the amount of \$170,000.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF APRIL 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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



CITY OF OTTUMWA  
2 YEAR PLAN CAPITAL IMPROVEMENTS PROJECTS  
FY23 - FY24

Priority

	<u>Total Cost</u>	<u>FY21</u>	<u>FY22</u>
<b><u>Dept./Project Description</u></b>			
<b><u>Parks (430)</u></b>			
Community Development Greater Ottumwa Park - Fill in Pond	\$200,000	\$0	\$200,000
Community Development Shower House	\$250,000	\$0	\$250,000
Community Development Tennis Courts	\$0	\$0	\$0
Community Development Handicap Accessible Playground			
Community Development Indoor Sports Complex (Land/Infrastructure/\$500,000)			
Community Development N. Court House - Paint/Maintenance			
Fleet Fleet			
Fleet Utility Vehicle (Fleet)	\$16,000	\$16,000	\$0
Fleet Stump Grinder (Fleet)	\$58,000	\$58,000	\$0
Fleet Wide Area Mowers (2) (Fleet)	\$130,000	\$130,000	\$0
Subtotal - Parks	<u>\$654,000</u>	<u>\$204,000</u>	<u>\$450,000</u>

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 5, 2022

Finance  
Department

Tina Jaegers  
Prepared By  
Tina Jaegers  
Department Head

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

AGENDA TITLE: Resolution No. 91-2022 Authorizing the transfer of American Rescue Plan Act dollars to the project funds, in accordance of the approval of the projects under Resolution No. 85-2022.

\*\*\*\*\*  
 \*\*Public hearing required if this box is checked,\*\*  \*The Council is responsible for costs of this meeting. If you are unable to attend, please contact the City Administrator for assistance.\*

RECOMMENDATION: Pass and Adopt Resolution No. 91-2022, authorizing the transfer of the American Rescue Plan Act (ARPA) funding into appropriate funds and allocating 35% of Hotel/Motel recovery to Convention & Visitor Bureau, per agreement.

DISCUSSION: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. Council approved the projects for the first year ARPA funding at the March 22, 2022 meeting, Resolution No. 85-2022. Attached is the list of transfers in accordance with the approved projects. In addition to the transfer of funds, we will also be allocating 35% of the Hotel/Motel tax revenue recovery, to the Convention and Visitor Bureau (CVB), per agreement. The lost revenue for the Hotel/Motel was \$154,441, creating an allocation to CVB in the amount of \$54,054.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION NO. 91-2022**

A RESOLUTION AUTHORIZING THE TRANSFER OF AMERICAN RESCUE ACT PLAN (ARPA) FUNDING.

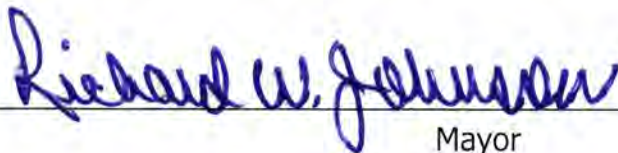
WHEREAS, The City Finance Department, effective April 13, 2019, is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution and

WHEREAS, The City is requesting that ARPA funds be transferred in accordance with the approval of projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City Interim Finance Director/City Accountant is authorized to make the required transfers for the approved American Rescue Plan Act (ARPA) funding, as passed under Resolution 85-2022 on March 22, 2022.

Revenue recovery related to COVID 19	\$562,117
Less Alloc to CVB (35%) of Hotel/Motel	<u>(54,054)</u>
Total Revenue Recovery	508,063
Medium Density Infill Development-Prototyping	150,000
Construction of (Campground) Shower House	300,000 (est.)
City Hall – HVAC Update	809,671

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF APRIL 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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





**CITY OF OTTUMWA**  
**ARPA TRANSFERS FOR FY 22**

<b>Description</b>	<b>Account Number</b>	<b>Debit</b>	<b>Credit</b>
Trf for Lost Revenue	003-9-910-6910	562,117	
Trf for Lost Revenue General Fund	001-000-4830		417,463
Trf for Lost Revenue Bridgeview Center	720-465-4830		144,654
Less Alloc to CVB (35%) of Hotel/Motel Lost Revenue	001-5-520-6426	54,054	
Less Alloc to CVB (35%) of Hotel/Motel Lost Revenue	001-1110		54,054
Trf for Shower House Project	003-9-910-6910	300,000	
Trf for Shower House Project	309-000-4830		300,000
Trf for Development Prototyping Density Infill	003-9-910-6910	150,000	
Trf for Development Prototyping Density Infill	151-000-4830		150,000
Trf City Hall HVAC	003-9-910-6910	809,671	
Trf City Hall HVAC	151-000-4830		809,671

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

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

Council Meeting of : Apr 5, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Resolution #93-2022 - Approve the City's Wellness Program - Healthy Choices Services Agreement

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #93-2022 - Authorizing the Mayor to sign contract with Ottumwa Regional Health Center

DISCUSSION: See attached

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Healthy Choices is the City's Basic Wellness Program to help catch potentially serious illnesses and help employees make lifestyle changes that could ultimately reduce future health claims.

The Employee Health Fund will pay the cost of the program for all employees and their spouses. The costs for this program and the contract is the same as years prior.

The estimated costs to the City is as follows:

\*Employees - 80@\$70.00 each = \$5,600

\*Spouses - 40@\$70.00 each = \$2,800

\*Flu Shots - 150@\$25 each = \$3,750

In 2020, we had 50 total participants. This year, we will be working on different methods to drive participation by promoting the program and helping employees understand the benefit.

Steps:

1) Employee / Spouse will complete a Health Risk Assessment prior to Wellness Lab Screen.

2) An individual employee / spouse assessment and lab results will be reviewed with the nurse.

Goals for the next year will be established if applicable.

3) After the assessments are completed, the corporate summary will be analyzed and returned with recommendations.

**RESOLUTION NO. 93-2022**

**RESOLUTION APPROVING HEALTHY CHOICES  
2022 WELLNESS PROGRAM AGREEMENT WITH  
THE OTTUMWA REGIONAL HEALTH CENTER**

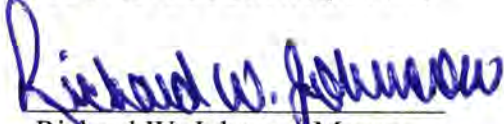
**WHEREAS**, the City of Ottumwa, Iowa desires to approve a Healthy Choices 2022 Wellness Program Agreement with the Ottumwa Regional Health Center to provide wellness testing and guidance to all employees and their spouses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ottumwa, Iowa, that the proposed Healthy Choices Agreement between the City of Ottumwa, Iowa and the Ottumwa Regional Health Center is hereby approved.



That Mayor Richard W. Johnson is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 5<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



City of Ottumwa May 2022 – May 2023

### **Comprehensive Intervention Based Wellness**

- Blood Chemistry Profile (22 different tests)
- Resting Blood Pressure and Heart Rate
- Body Mass Index (Height and Weight)
- Body Composition Analysis
- Health Risk Assessment (Online)
- Personal One-on-One Consultation (Initial)

**Total Package Cost: \$70.00 per employee**

#### **Reports Included:**

- Individual report to employee
- Group aggregate annual report to employer

### **Optional Services – (inquire for pricing options)**

- Vaccination (Flu Shots \$25.00) Yes later in the year \_\_\_\_\_
- Prostate Specific Antigen (PSA) Test \$38.00 Yes at the expense of employee \_\_\_\_\_
- CBC Blood Test \$25.00 Yes at the expense of the employee \_\_\_\_\_
- Tobacco Cessation Program (Still working on pricing)

**AMENDMENT TO  
HEALTHY CHOICES SERVICES AGREEMENT**

This Amendment to the Healthy Choices Services Agreement (the "Amendment") is made and entered into and effective as of the last signature hereto by and between **RCHP-Ottumwa, LLC d/b/a Ottumwa Regional Health Center**, (the "Hospital") and **City of Ottumwa** (the "Employer").

**RECITALS:**

**WHEREAS**, the parties entered into that certain Agreement dated May 24, 2017 and Amendments dated June 19, 2018, July 2, 2019, May 19, 2020 and May 18, 2021 (the "Agreement"), the parties now desire to amend the Agreement under the same terms and conditions for an additional time period as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contain, and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. The parties agree to extend the term of the Agreement for an additional one-year period to end on May 23, 2023, unless terminated sooner in accordance with the terms of the Agreement

2. Remaining Terms. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and are otherwise ratified and affirmed by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below their signatures to be effective as of the last signature date

**HOSPITAL:** RCHP-Ottumwa, LLC d/b/a Ottumwa  
Regional Health Center

By:   
Dennis Hunger, CEO

Date: 3-21-22

**EMPLOYER:** City of Ottumwa

By: 

Name: Richard W. Johnson

Title: Mayor

Date: April 5, 2022

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 94-2022: FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A PYLON SIGN EASEMENT

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 94-2022

DISCUSSION: This resolution sets the April 19, 2022 Council meeting and the date and time for a public hearing on the vacation of a pylon sign easement located on Outlot 1 of the Horne Subdivision. The 12' by 25' easement was included in the adopted plat for the subdivision on Venture Dr. to provide a pylon sign for Walmart. Walmart ultimately located the sign elsewhere and the easement is unused.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

April 5, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Marc Roe

---

Absent: Sandra Pope

\* \* \* \* \*



Council Member Roe introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A PYLON SIGN EASEMENT LOCATED ON OUTLOT 1 OF THE HORNE SUBDIVISION IN THE CITY OF OTTUMWA", and moved its adoption. Council Member Galloway seconded the motion to adopt. The roll was called and the vote was,

AYES: Galloway, McAntire, Hull, Roe

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

**RESOLUTION NO. 94-2022**

**FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A  
PYLON SIGN EASEMENT**

**WHEREAS**, Iowa Code Sec. 364.12(2)(a) provides that public grounds may be vacated by ordinance, after publication of notice thereof; and

**WHEREAS**, the City of Ottumwa wishes to vacate a pylon sign easement that is no longer needed; and

**WHEREAS**, the proposed vacation involves the following easement:

12' x 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, HORNE SUBDIVISION, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ottumwa:

Section 1. That the Council shall set a public hearing on the vacation of the above-described easement for April 19, 2022, at 5:30 p.m., in the Council Chambers, City Hall, 105 E. Main Street, Ottumwa, Iowa.

Section 2. That the City Clerk is authorized and directed to prepare, publish, and distribute the Notice of Hearing.

PASSED AND APPROVED this 5th day of April, 2022.

City of Ottumwa

By: 

Mayor

ATTEST:

By: 

City Clerk

CERTIFICATE

STATE OF IOWA                                    )  
  ) SS  
COUNTY OF WAPELLO                        )

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

WITNESS my hand and the seal of said Municipality hereto affixed this 5th  
day of April, 2022.

*Christa Runhard*  
City Clerk, Ottumwa, Iowa



02026484-1\10981-1000

NOTICE OF PUBLIC HEARING ON PROPOSED VACATION OF A PYLON  
SIGN EASEMENT

Public Notice is hereby given that at 5:30 P.M on April 19, 2022, the City Council of the City of Ottumwa will, in the Council Chambers, City Hall, 105 E. Third Street, Ottumwa, Iowa, hold a public hearing whereat said City Council shall consider the vacation of the following pylon sign easement:

12' x 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, HORNE SUBDIVISION, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, Iowa, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed vacation. After the public hearing, the Council may make a final determination on the vacation of the easement or the Council may defer action on the matter until a subsequent meeting.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 5, 2022

Engineering Department  
Department

Alicia Bankson  
Prepared By  
Darryl Seal  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution #98-2022. Approving the contract, bonds, and certificate of insurance 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 #98-2022.

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.

These are the required bonds, certificate of insurance and signed contract with TK Concrete, Inc. of Pella, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 15, 2022 City Council Meeting in the amount of \$145,750.00.

Bid Amount: \$145,750.00.

Budgeted amount: \$150,000.00

Source of Funds: ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #98-2022

A RESOLUTION APPROVING THE CONTRACT, BONDS, AND CERTIFICATE OF INSURANCE FOR THE STREET PATCH REPAIR PROGRAM - 2022

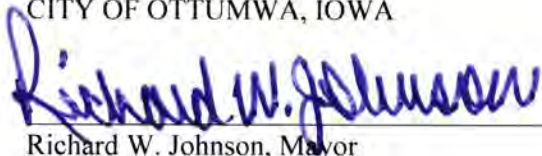
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$145,750.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **April 5, 2022** by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **TK Concrete, Inc. of Pella Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

**ARTICLE I**

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Street Patch Repair Program – 2022, Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

**ARTICLE II**

TIME OF COMPLETION. The work performed under this Contract shall commence after the date specified in the "Notice to Proceed" and shall be completed by **November 15, 2022** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

**ARTICLE III**

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$145,750.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

**ARTICLE IV**

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

**ARTICLE V**

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By Richard W. Johnson  
Title Mayor

ATTEST:

Christie Runhard  
Title City Clerk

TK Concrete, Inc  
Contractor

By Tony M...  
Title President

Address 1408 Fifield Rd  
City, State, Zip Pella IA 50219





# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

T K Concrete, Inc.  
1608 Filfield Road

Pella, IA 50219

**OWNER:**

*(Name, legal status and address)*

City Of Ottumwa  
105 E. Third Street

Ottumwa, IA 52501

**CONSTRUCTION CONTRACT**

Date: 4/05/2022

Amount: \$145,750.00

**Description:**

*(Name and location)*

Street Patch Repair Program - 2022, Ottumwa, Iowa

**BOND**

Date: 4/05/2022

*(Not earlier than Construction Contract Date)*

Amount: \$145,750.00 ONE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
T K Concrete, Inc.

**SURETY**

Company: *(Corporate Seal)*  
Granite Re, Inc.

Signature: 

Name Tony Dermeer  
and Title President

Signature: 

Name Troy Staples, Attorney-in-fact  
and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Pate Bonding, Inc.  
1276 South Robert Street  
West St. Paul, MN 55118  
(651) 457-6842

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
City Engineer

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

T K Concrete, Inc.  
1608 Fifield Road

Pella, IA 50219

**OWNER:**

*(Name, legal status and address)*

City Of Ottumwa  
105 E. Third Street

Ottumwa, IA 52501

**CONSTRUCTION CONTRACT**

Date: 4/05/2022

Amount: \$145,750.00

**Description:**

*(Name and location)*

Street Patch Repair Program - 2022, Ottumwa, Iowa

**BOND**

Date: 4/05/2022

*(Not earlier than Construction Contract Date)*

Amount: \$145,750.00 ONE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
T K Concrete, Inc.

**SURETY**

Company: *(Corporate Seal)*  
Granite Re, Inc.

Signature: 

Name: Tony Bermeier  
and Title: President

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: 

Name: Troy Staples, Attorney-in-fact  
and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Pate Bonding, Inc.  
1276 South Robert Street  
West St. Paul, MN 55118  
(651) 457-6842

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
City Engineer

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_

*(Corporate Seal)*

Company: \_\_\_\_\_

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa )  
County of Marion )

On this 5 day of April, in the year 2022, before me personally come(s) Tony Vermeer, to me known, who, being duly sworn, deposes and says that he/she is the President of the TK Concrete, Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Billie S. Stout  
Notary Public



## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 5th day of April, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Wanda Lee Franz  
Notary Public





CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 5, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seal*  
Department Head

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

AGENDA TITLE: Resolution #99-2022. Approving the contract, bond, and certificate of insurance for Blake's Branch, Phase 8, Division 1, East of Iowa Avenue 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 #99-2022.

DISCUSSION: This project consist of five smaller subsystems that completes the removal of intakes from the existing sanitary sewer system. The first segment extends the Phase VIII Div. 1 storm line east on Roemer Ave to Adams and an area on Old Main Street. A new sanitary and storm system will be installed from Barton's Branch Creek west on Second Street to Foster. This system allows the removal of existing sanitary laterals from the storm system. Two additional systems will be installed on Van Buren Ave., between Main and Fourth Streets. The last storm system is on Mable Street.

These systems will allow us to change the Orchard Street Pump Station to storm only operation.

These are the required bonds, certificate of insurance and signed contract with Langman Construction, Inc., of Rock Island, Illinois for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 15, 2022 City Council Meeting in the amount of \$3,143,755.00.

Bid Amount:                      \$3,143,755.00  
Engineers estimate:            \$2,650,000.00

Source of Funds: CIP \$2,000,000 Balance RU      Budgeted Item: Yes      Budget Amendment Needed: No

RESOLUTION #99-2022

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF  
INSURANCE FOR THE BLAKE'S BRANCH, PHASE 8,  
DIVISION 1 EAST OF IOWA AVENUE PROJECT

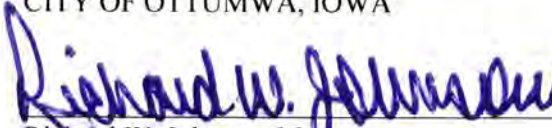
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Langman Construction, Inc. of Rock Island, Illinois in the amount of \$3,143,755.00 based on total unit price and estimated quantities; and,

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


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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



## CONTRACT

THIS CONTRACT, made and entered into on this 15<sup>th</sup> day of March, 2022, by and between the City of Ottumwa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Langman Construction, Inc., hereinafter called the "Contractor".

### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest revision of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities And Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

### **BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 EAST OF IOWA AVENUE SEWER SEPARATION**

Construct Blake's Branch Sewer Separation Phase 8, Division 1 East of Iowa Avenue Sewer Separation project including all labor, materials and equipment necessary to construct approximately 4,700 Linear Feet of 12-36-inch storm sewer in open cut, 1,050 Linear Feet of 8-inch sanitary sewer in open cut, manholes, intakes, sanitary service stubs, approximately 4,170 SY of 7"-8" PCC Pavement, approximately 1,875 SY Full Depth PCC patches, 1,890 LF of PCC Curb and Gutter removal and replacement, 740 SY of PCC Sidewalk, 350 SY of PCC Driveway, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control, construction staking and miscellaneous work, including cleanup.

The project shall be fully completed except final surface restoration by November 23, 2022. All final restoration shall be completed by April 30, 2023.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Million One Hundred Forty-Three Thousand Seven Hundred Fifty-Five and 00/100 Dollars (\$3,143,755.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. Contractor agrees to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

CONTRACTOR:

By

(Seal)

ATTEST:

FORM APPROVED BY:

Attorney for Jurisdiction

Langman Construction, Inc.

Contractor

By

Signature

CHAIRMAN OF THE BOARD OF DIRECTORS

Title

220 34<sup>TH</sup> AVENUE

Street Address

Rock Island, IL 61201

City, State, Zip Code

(309) 786-8444

Telephone Number

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. \_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors: Out-of-State Contractors shall provide information regarding its Contractor's Project Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project Bond) pursuant to Section 91C.7 of the Iowa Code.

Bond No. \_\_\_\_\_

Name of Surety \_\_\_\_\_

**NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.**

**CORPORATE ACKNOWLEDGMENT**

State of Iowa)  
) SS  
SCOTT County)

On this 18<sup>th</sup> day of MARCH, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

CHARLES H. LANGMAN and \_\_\_\_\_  
to me known, who being by me duly sworn, did say that they are the CHAIRMAN OF THE BOARD OF DIRECTORS

and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed hereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

*[Handwritten Signature]*

Notary Public in and for the State of IA  
My Commission Expires 6-24-2022



**PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_)  
) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
 \_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
 \_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to be personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CONTRACT ATTACHMENT: ITEM 1: GENERAL - None**

**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	Mobilization	1 LS	\$ 488,000.00	\$ 488,000.00
2.	Traffic Control	1 LS	\$ 20,000.00	\$ 20,000.00
3.	Construction Staking	1 LS	\$ 16,000.00	\$ 16,000.00
4.	Trench Compaction Testing	1 LS	\$ 15,000.00	\$ 15,000.00
5.	Pavement Samples & Testing	1 LS	\$ 5,000.00	\$ 5,000.00
6.	Clearing and Grubbing	1 LS	\$ 30,000.00	\$ 30,000.00
7.	Off-site Topsoil	450 CY	\$ 40.00	\$ 18,000.00
8.	Off-site Borrow Material	1,800 CY	\$ 16.00	\$ 28,800.00
9.	Class 10 Excavation	390 CY	\$ 16.00	\$ 6,240.00
10.	Stabilization Material	200 TONS	\$ 30.00	\$ 6,000.00
11.	Granular Surfacing, 6"	300 TONS	\$ 30.00	\$ 9,000.00
12.	Pavement Removal	4,730 SY	\$ 10.00	\$ 47,300.00
13.	Subgrade Preparation	4,095 SY	\$ 3.00	\$ 12,285.00
14.	Pavement, PCC, 8" Integral Curb	3,550 SY	\$ 65.00	\$ 230,750.00
15.	Pavement, PCC, 7"	620 SY	\$ 64.00	\$ 39,680.00
16.	Sidewalks and Driveways Removal/Disposition	940 SY	\$ 10.00	\$ 9,400.00
17.	PCC Driveway, 6", Type B	350 SY	\$ 64.00	\$ 22,400.00
18.	Sidewalk, PCC, 4"	740 SY	\$ 58.00	\$ 42,920.00
19.	Detectable Warning Panels	168 SF	\$ 53.00	\$ 8,904.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
20.	Curb and Gutter, Removal and Replacement, PCC, 8"	1,890 LF	\$ 50.00	\$ 94,500.00
21.	Full Depth Patch, PCC, 8"	1,875 SY	\$ 91.00	\$ 170,625.00
22.	Pipe Removal, 12" – 36"	1,050 LF	\$ 10.00	\$ 10,500.00
23.	Pipe, Abandonment, Fill and Plug	35 CY	\$ 200.00	\$ 7,000.00
24.	Abandonment of Existing Manhole	1 EA	\$ 700.00	\$ 700.00
25.	Remove Manhole	19 EA	\$ 1,000.00	\$ 19,000.00
26.	Remove Intake Structure	42 EA	\$ 1,000.00	\$ 42,000.00
27.	Storm Sewer, 12" Class 5 RCP, Trenched	366 LF	\$ 125.00	\$ 45,750.00
28.	Storm Sewer, 15" Class 5 RCP, Trenched	2,310 LF	\$ 130.00	\$ 300,300.00
29.	Storm Sewer, 18" Class 5 RCP, Trenched	1,316 LF	\$ 154.00	\$ 202,664.00
30.	Storm Sewer, 24" Class 4 RCP, Trenched	766 LF	\$ 200.00	\$ 153,200.00
31.	Storm Sewer, 36" Class 3 RCP, Trenched	195 LF	\$ 267.00	\$ 52,065.00
32.	Pipe Culverts, 12" CMP, Trenched	35 LF	\$ 65.00	\$ 2,275.00
33.	12" CMP Flared End Section	2 EA	\$ 200.00	\$ 400.00
34.	24" Flared End Section w/Apron Guard and Footing	1 EA	\$ 3,700.00	\$ 3,700.00
35.	36" Flared End Section w/Apron Guard and Footing	1 EA	\$ 4,400.00	\$ 4,400.00
36.	Storm Sewer Manhole SW-401, 48" Dia.	8 EA	\$ 5,800.00	\$ 46,400.00
37.	Storm Sewer Manhole SW-401, 72" Dia.	5 EA	\$ 11,300.00	\$ 56,500.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
38.	Storm Sewer Manhole SW-406, 48" x 48" I.D.	1 EA	\$ 5,700.00	\$ 5,700.00
39.	Storm Sewer Intake, SW-501	11 EA	\$ 4,800.00	\$ 52,800.00
40.	Storm Sewer Intake, SW-503	6 EA	\$ 9,300.00	\$ 55,800.00
41.	Storm Sewer Intake, SW-505	8 EA	\$ 8,100.00	\$ 64,800.00
42.	Storm Sewer Intake, SW-506	7 EA	\$ 12,700.00	\$ 88,900.00
43.	Storm Sewer Intake, SW-511, 36" x 36" I.D.	2 EA	\$ 6,700.00	\$ 13,400.00
44.	Storm Sewer Intake, SW-512, 18" Dia.	2 EA	\$ 2,200.00	\$ 4,400.00
45.	Storm Sewer Intake, SW-513 36" x 36" I.D.	8 EA	\$ 6,800.00	\$ 54,400.00
46.	Storm Sewer Intake, Adjustment, Minor	2 EA	\$ 1,600.00	\$ 3,200.00
47.	Sanitary Sewer Gravity Main, 8", Trenched	1,046 LF	\$ 157.00	\$ 164,222.00
48.	Sanitary Sewer Gravity Main, 12", Trenched	126 LF	\$ 190.00	\$ 23,940.00
49.	Sanitary Sewer Gravity Main, 18", Trenched	15 LF	\$ 355.00	\$ 5,325.00
50.	Sanitary Sewer Service Stub, 6" Trenched	200 LF	\$ 60.00	\$ 12,000.00
51.	Sanitary Sewer Service Stub, 6" Trenchless	450 LF	\$ 80.00	\$ 36,000.00
52.	Sanitary Sewer, Connection	13 EA	\$ 500.00	\$ 6,500.00
53.	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	17 EA	\$ 8,800.00	\$ 149,600.00
54.	Sanitary Sewer Manhole, Type SW-303, 48" Dia.	3 EA	\$ 8,800.00	\$ 26,400.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
55.	Sanitary Sewer, Connect to Existing Manhole	1 EA	\$ 1,900.00	\$ 1,900.00
56.	Chain Link Fence, Removal and Replacement	100 LF	\$ 40.00	\$ 4,000.00
57.	Seeding, Fertilizing, and Mulching, Type 1	1 LS	\$ 17,500.00	\$ 17,500.00
58.	Silt Fence, Install and Removal	3,000 LF	\$ 1.75	\$ 5,250.00
59.	Filter Socks, 8", Install and Removal	3,000 LF	\$ 3.00	\$ 9,000.00
60.	Erosion Control Mulching, Hydromulching	3 ACRE	\$ 2,500.00	\$ 7,500.00
61.	Rip Rap, Class E Revetment Stone	130 TON	\$ 65.00	\$ 8,450.00
62.	Erosion Stone	80 TON	\$ 70.00	\$ 5,600.00
63.	Temporary Rolled Erosion Control (RECP)	5,000 SY	\$ 2.25	\$ 11,250.00
64.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1 LS	\$ 1,500.00	\$ 1,500.00
65.	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$ 4,000.00	\$ 4,000.00
66.	Modified Subbase, 6"	4,095 SY	\$ 8.00	\$ 32,760.00
			TOTAL CONSTRUCTION COST	
			(ITEMS 1. – 66.)	\$ 3,143,755.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street, Suite 4B Davenport IA 52801	<b>CONTACT NAME:</b> Laura Foust, CPCU, AAI, CRIS, CISR <b>PHONE (A/C, No, Ext):</b> 563 823 6734 <b>E-MAIL ADDRESS:</b> laura.foust@hubinternational.com	<b>FAX (A/C, No):</b> 866-873-6117													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : The Travelers Indemnity Company of Connecticut	25682	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Langman Construction, Inc.; C.H Langman 220 34th Avenue Rock Island IL 61201	LANGCON-04														

**COVERAGES**

CERTIFICATE NUMBER: 1652561291

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	DT-CO-3R762042-PHX-21	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	810-3R76179A-21-26-G	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	CUP-3R762712-21-26	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-4S939819-21-26-G	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Leased/Rented Equipment Cargo		QT-630-5R634771-TIL-21	10/1/2021	10/1/2022	Limit \$1,000,000 Limit \$400,000 Limit \$300,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Blake's Branch Sewer Separation, Phase 8, Division 1. East of Iowa Avenue Sewer Separation. City of Ottumwa is included as additional insured under General Liability, for ongoing and completed operations, and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions on a primary and non-contributory basis. A Waiver of subrogation applies to the Workers Compensation, General Liability and Automobile Liability policies in favor of the additional insureds when agreed in a written contract, subject to policy terms, conditions and exclusions. The umbrella follows form over general liability, auto liability and workers compensation coverages. Government Immunities endorsement pursuant to Iowa Code Section 670.4 is included.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ottumwa 105 East Third Street Ottumwa IA 52501-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### **Designated Project**

#### **General Aggregate(s):**

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C.**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B**; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Who Is An Insured – Unnamed Subsidiaries</li> <li>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>C. Incidental Medical Malpractice</li> <li>D. Blanket Waiver Of Subrogation</li> <li>E. Contractual Liability – Railroads</li> <li>F. Damage To Premises Rented To You</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF GOVERNMENTAL IMMUNITY**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY THAT PROVIDE LIABILITY COVERAGE

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-3R762503-21-26-V**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

SURETY BOND NO. S029894

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Langman Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company, P.O. Box 712, Des Moines IA 50306

as

Surety are held and firmly bound unto City of Ottumwa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million, One Hundred Forty-Three Thousand, Seven Hundred Fifty-Five and 00/100 Dollars (\$3,143,755.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 15<sup>th</sup> day of March, 2022, (hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 EAST OF IOWA AVENUE SEWER SEPARATION**

Construct Blake's Branch Sewer Separation Phase 8, Division 1 East of Iowa Avenue Sewer Separation project including all labor, materials and equipment necessary to construct approximately 4,700 Linear Feet of 12-36-inch storm sewer in open cut, 1,050 Linear Feet of 8-inch sanitary sewer in open cut, manholes, intakes, sanitary service stubs, approximately 4,170 SY of 7"-8" PCC Pavement, approximately 1,875 SY Full Depth PCC patches, 1,890 LF of PCC Curb and Gutter removal and replacement, 740 SY of PCC Sidewalk, 350 SY of PCC Driveway, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control, construction staking and miscellaneous work, including cleanup.

The project shall be fully completed except final surface restoration by November 23, 2022. All final restoration shall be completed by April 30, 2023.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Three Million, One Hundred Forty-Three Thousand, Seven Hundred Fifty-Five and 00/100 Dollars

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(\$3,143,755.00), which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than four years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 21st day of March, 2022.

PRINCIPAL:

Langman Construction, Inc.

Contractor

By Tara A Blondell

Signature

Tara Blondell  
President

Title

SURETY:

Employers Mutual Casualty Company

Surety Company

By Laura A Foust

Signature Attorney-in-Fact Officer

Laura A. Foust

Name of Attorney-in-Fact Officer

Ruhl & Ruhl Insurance, A Division of HUB International

Company Name

212 Brady Street

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Telephone Number

**NOTE: All signatures on this Performance, Payment and Maintenance Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

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P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**LAURA A. FOUST**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	Langman Construction, Inc.	City of Ottumwa
		105 E. 3rd Street
		Ottumwa, IA 52501
S029894		
In an amount not exceeding Ten Million Dollars .....		\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

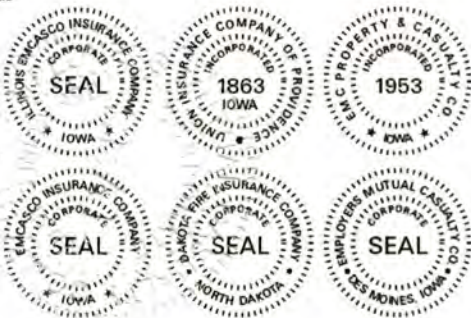
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.



*Kathy Loveridge*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of March, 2022.

*James D. Clough*  
 Vice President

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 5, 2022

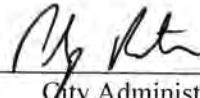
Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY DESCRIBED AS LOT 4 OF OTTUMWA AIRPORT SUBDIVISION NO. 4 TO SCHROEDER G. PROPERTIES, L.L.C., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 101-2022.

DISCUSSION: This resolution sets the April 19, 2022 as the date and time for a public hearing to consider the sale of City property at the airport to Schroeder G. Properties, LLC for \$37,000. The property has been appraised and the FAA has issued a deed of release.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 5, 2022

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property described as Lot 4 of Ottumwa Airport Subdivision No. 4 to Schroeder G. Properties, L.L.C.

### IMPORTANT INFORMATION

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

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

April 5, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Marc Roe

Absent: Sandra Pope

Vacant: None

\* \* \* \* \*

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY DESCRIBED AS LOT 4 OF OTTUMWA AIRPORT SUBDIVISION NO. 4 TO SCHROEDER G. PROPERTIES, L.L.C., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Galloway seconded the motion to adopt. The roll was called, and the vote was:

AYES: Galloway, McAntire, Hull, Roe

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:



RESOLUTION NO. 101-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY DESCRIBED AS LOT 4 OF OTTUMWA AIRPORT SUBDIVISION NO. 4 TO SCHROEDER G. PROPERTIES, L.L.C., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Schroeder G. Properties, L.L.C. (the "Buyer") in the form of a proposed Real Estate Purchase Agreement (the "Agreement") for the sale of certain City-owned real property to the Buyer for \$37,000, under the terms and conditions set forth in the Agreement; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is legally described as follows:

Lot 4 of Ottumwa Airport Subdivision No. 4, which is a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, and is more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence South 00°20'00" East 907.18 feet along the East line of said NE 1/4 Section 26; thence South 89°41'30" West 80.04 feet to the West right-of-way line of the existing public roadway known as Airport Road; thence South 00°20'57" East 508.00 feet along said West right-of-way line to the Northeast corner of said Lot 4 of Ottumwa Airport Subdivision No. 4 and the Point of Beginning; thence South 00°20'57" East 300.22 feet along the East line of said Lot 4 to the Southeast corner thereof; thence South 89°37'00" West 399.93 feet along the South line of said Lot 4; thence North 01°04'37" East 17.31 feet along said South line; thence South 89°37'01" West 258.36 feet along said South line to the Southwest corner of said Lot 4; thence North 00°23'04" West 62.90 feet along the West line of said Lot 4; thence South 89°35'51" West 14.45 feet along said West line; thence North 00°17'58" East 220.90 feet along said West line to the Northwest corner of said Lot 4; thence North 89°41'29" East 672.16 feet along the North line of said Lot 4 to the Point of Beginning, containing 4.51 acres.

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a notice of the proposed conveyance of real property and of the hearing thereon, and to receive and consider objections and petitions.

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

Section 1. That this Council meet in the City Hall, at 5:30 p.m. on April 19, 2022, for the purpose of taking action on the matter of the proposal to convey real property to Schroeder G. Properties, L.L.C.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA  
IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY REAL  
PROPERTY TO SCHROEDER G. PROPERTIES, L.L.C., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 19, 2022, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey certain City-owned real property to Schroeder G. Properties, L.L.C. (the "Buyer") under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is legally described as follows:

Lot 4 of Ottumwa Airport Subdivision No. 4, which is a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, and is more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence South 00°20'00" East 907.18 feet along the East line of said NE 1/4 Section 26; thence South 89°41'30" West 80.04 feet to the West right-of-way line of the existing public roadway known as Airport Road; thence South 00°20'57" East 508.00 feet along said West right-of-way line to the Northeast corner of said Lot 4 of Ottumwa Airport Subdivision No. 4 and the Point of Beginning; thence South 00°20'57" East 300.22 feet along the East line of said Lot 4 to the Southeast corner thereof; thence South 89°37'00" West 399.93 feet along the South line of said Lot 4; thence North 01°04'37" East 17.31 feet along said South line; thence South 89°37'01" West 258.36 feet along said South line to the Southwest corner of said Lot 4; thence North 00°23'04" West 62.90 feet along the West line of said Lot 4; thence South 89°35'51" West 14.45 feet along said West line; thence North 00°17'58" East 220.90 feet along said West line to the Northwest corner of said Lot 4; thence North 89°41'29" East 672.16 feet along the North line of said Lot 4 to the Point of Beginning, containing 4.51 acres.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

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

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

Dated this 5th day of April 2022.

Christina Reinhard

---

City Clerk, City of Ottumwa in the State of  
Iowa

(End of Notice)

PASSED AND APPROVED this April 5, 2022.

Richard W. Johnson  
Mayor



ATTEST:

Christa Reinhard  
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 5th day of April 2022.



*Christie Reinhard*  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

02029546-1\10981-1005

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

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

Council Meeting of : Apr 5, 2022

Christina Reinhard *CR*  
Prepared By

Police  
Department

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

*PLP RL*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and BW Gas & Convenience Retail, LLC d/b/a Yesway Store #1014.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty 1st Violation and the Acknowledgment/Settlement Agreement with BW Gas & Convenience Retail, LLC d/b/a Yesway Store #1014 at 502 W. Second Street.

DISCUSSION: On February 9, 2022, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

BW Gas & Convenience Retail, LLC,  
d/b/a Yesway Store #1014  
502 West Second Street  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above-captioned permit holder shall remit three hundred dollars (\$300.00) to the City on or before May 5, 2022 (30 days from the date of this Order). This sanction is consistent with Iowa code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). The City Council shall authorize the Mayor to sign the order assessing penalty - 1st Violation.



# ORDER ASSESSING PENALTY 1<sup>st</sup> VIOLATION

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IN RE:

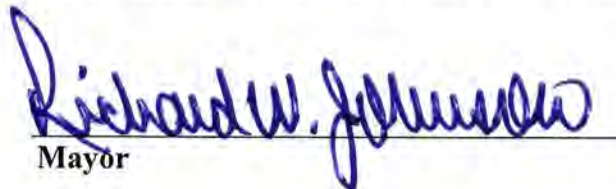
BW Gas & Convenience Retail, LLC  
d/b/a Yesway Store #1014  
138 Conant St.  
Beverly, MA 01015

**ORDER ASSESSING  
PENALTY**

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On this 5th day of April, 2022, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on February 9, 2022, the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a first violation of this statute.

IT IS THEREFORE ORDERED, that the above-captioned permit holder remit three hundred dollars (\$300.00) to the City on or before May 5, 2022 (30 days from the date of this Order). This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

  
\_\_\_\_\_  
Mayor

**CITY OF OTTUMWA  
NOTICE OF HEARING  
1<sup>ST</sup> VIOLATION**

March 16, 2022

BW Gas & Convenience Retail  
138 Conant St.  
Beverly, MA 01015

RE: Yesway Store #1014  
502 W. Second  
Ottumwa, Iowa 52501

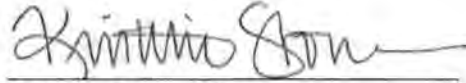
On February 9, 2022, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a nineteen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Section 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, April 5, 2022, in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to City Attorney Kristine Stone, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 29, 2022. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.

A handwritten signature in black ink, appearing to read "Kristine Stone", written over a horizontal line.

Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

**CITY OF OTTUMWA  
HEARING COMPLAINT  
1<sup>ST</sup> VIOLATION**

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IN RE:

BW Gas & Convenience Retail, LLC  
d/b/a Yesway Store #1014  
138 Conant St.  
Beverly, MA 01015

**HEARING COMPLAINT**

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The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 9, 2022, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against BW Gas & Convenience Retail, LLC.



---

Kristine Stone, City Attorney (AT0008828)  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
kstone@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

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

---

IN RE:

BW Gas & Convenience Retail  
d/b/a Yesway Store #1014  
138 Conant St.  
Beverly, MA 01015

**ACKNOWLEDGMENT/  
SETTLEMENT  
AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITTEE

CITY OF OTTUMWA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

**Kristine Stone, City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**



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### Summary

Title: STATE VS SIMMONS, JENNIFER ANN  
Case: 08901 SMSM046669 (WAPELLO)

EDMS

**Originating County**      **Created**

WAPELLO                      02/14/2022

**Disposition Status**      **Disposition**      **Reopened**      **Microfilm Ref**  
   **Date**                      **Date**

GUILTY                      02/16/2022  
PLEA/DEFAULT





**AHLERS COONEY**  
ATTORNEYS

100 COURT AVENUE, SUITE 600 | DES MOINES, IA 50309

Hasler

FIRST CLASS MAIL

03/16/2022

US POSTAGE \$000.73<sup>00</sup>



ZIP 50309  
011E11680184

BW Gas & Convenience Retail  
138 Conant St.  
Beverly, MA 01015

CITY OF OTTUMWA

Staff Summary

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

2022 MAR 31 PM

Council Meeting of: April 5, 2022

Alicia Bankson

Prepared By

Darryl Seals  
Department Head

Engineering  
Department

[Signature]  
City Administrator Approval

AGENDA TITLE: Bid report to reject bid received on Green Street Storm Sewer Improvement 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: Reject bid received on Green Street Storm Sewer Improvement Project.

DISCUSSION: The Bid for Green Street Storm sewer extension was sufficiently higher than the opinion of probable cost. After reviewing bid items and having discussions with both the contractor and design engineer we believe we have some options in material and design.

During our discussions it become apparent that we are experiencing extensive price increases across the board for material cost. As an example in 2020 48" RCP cost \$89.02 LF, this year the pipe cost was \$262.60 plus \$10 up charge for gaskets. The same trend held true for our cast pipe cost. In 2020 the cost of 20" ductile iron pipe #52 zinc coated was \$80 LF compared to \$163 this season.

Our plan would be to revisit the design and look for alternate material selections and evaluate options to combine projects to draw additional interest.

Bids were received and opened by the City of Ottumwa on March 23, 2022 at 2:00 p.m. One (1) bid was received. The low bidder is Langman Construction of Rock Island, Illinois in the amount of \$1,793,486.50.

The bid is significantly higher than the engineer's opinion of cost of \$930,000.00. Staff is recommending rejection of the bid.

Bid received: \$1,793,486.50.

	Estimated total	City of Ottumwa	OWW
Budgeted amount: \$790,000 City	\$930,000	\$707,000	\$223,000

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No



Green Street Sewer							
3/23/2022							
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			Langman Construction	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
10	TOPSOIL, ON-SITE	CY	361	\$ 8.00	\$2,888.00	\$ 30.00	\$10,830.00
20	EXCAVATION, CLASS 12	CY	15	\$ 65.00	\$975.00	\$ 30.00	\$450.00
30	SUBGRADE PREPARATION	SY	1565	\$ 8.00	\$12,520.00	\$ 4.00	\$6,260.00
40	SUBBASE, MODIFIED	SY	1463	\$ 35.00	\$51,205.00	\$ 11.00	\$16,093.00
50	REMOVAL OF STURCTURE, VALVE PIT	EA	1	\$ 5,000.00	\$5,000.00	\$ 3,000.00	\$3,000.00
60	REMOVE WATER MAIN	LF	60	\$ 10.00	\$600.00	\$ 10.00	\$600.00
70	FILLING AND PLUGGING OF KNOWN .... WATER MAIN, 20"	LF	90	\$ 75.00	\$6,750.00	\$ 60.00	\$5,400.00
80	TRENCH COMPACTION TESTING	LS	1	\$ 3,500.00	\$3,500.00	\$ 2,000.00	\$2,000.00
90	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12"	LF	10	\$ 125.00	\$1,250.00	\$ 200.00	\$2,000.00
100	STORM SEWER, TRENCHED, RCP, 15"	LF	40	\$ 100.00	\$4,000.00	\$ 150.00	\$6,000.00
110	STORM SEWER, TRENCHED, RCP, 48"	LF	457	\$ 175.00	\$79,975.00	\$ 550.00	\$251,350.00
120	STORM SEWER W/CASING PIPE, TRENCHLESS, RCP, 36"	LF	264	\$ 600.00	\$158,400.00	\$ 1,200.00	\$316,800.00
130	REMOVAL OF STORM SEWER, PVC, 12"	LF	42	\$ 25.00	\$1,050.00	\$ 10.00	\$420.00
140	SUBDRAIN, 4"	LF	547	\$ 30.00	\$16,410.00	\$ 16.00	\$8,752.00
150	SUBDRAIN CLEANOUT	EA	2	\$ 500.00	\$1,000.00	\$ 500.00	\$1,000.00
160	SUBDRAIN, OUTLETS AND CONNECTIONS	EA	2	\$ 1,000.00	\$2,000.00	\$ 200.00	\$400.00
170	WATER MAIN, TRENCHED, DIP, 6 INCH	LF	8	\$ 100.00	\$800.00	\$ 140.00	\$1,120.00
180	WATER MAIN, TRENCHED, DIP, 20 INCH	LF	337	\$ 175.00	\$58,975.00	\$ 267.00	\$89,979.00
190	WATER MAIN, TRENCHED, DIP, 24 INCH	LF	80	\$ 200.00	\$16,000.00	\$ 300.00	\$24,000.00
200	WATER MAIN W/CASING PIPE, TRENCHLESS, DIP, 20 INCH	LF	90	\$ 750.00	\$67,500.00	\$ 935.00	\$84,150.00
210	FITTINGS, DUCTILE IRON	LB	6151	\$ 5.00	\$30,755.00	\$ 7.00	\$43,057.00
220	VALVE, GATE, 6 INCH	EA	1	\$ 3,000.00	\$3,000.00	\$ 1,500.00	\$1,500.00
230	VALVE, GATE, 20 INCH	EA	1	\$ 10,000.00	\$10,000.00	\$ 20,000.00	\$20,000.00
240	VALVE, GATE, 24 INCH	EA	1	\$ 15,000.00	\$15,000.00	\$ 27,000.00	\$27,000.00
250	VALVE BOX ADJUSTMENT, MINOR	EA	2	\$ 250.00	\$500.00	\$ 400.00	\$800.00
360	FIRE HYDRANT ASSEMBLY	EA	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00
270	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	\$ -	\$0.00	\$ 800.00	\$800.00
280	VALVE REMOVAL	EA	4	\$ 250.00	\$1,000.00	\$ 800.00	\$3,200.00
290	MANHOLE, SW-401, 84"	EA	1	\$ 5,000.00	\$5,000.00	\$ 25,000.00	\$25,000.00
300	MANHOLE, SW-401, 96"	EA	1	\$ 12,000.00	\$12,000.00	\$ 30,000.00	\$30,000.00
310	MANHOLE, MODIFIED, SW-403	EA	2	\$ 10,000.00	\$20,000.00	\$ 47,000.00	\$94,000.00
320	INTAKE, SW-501	EA	2	\$ 5,000.00	\$10,000.00	\$ 5,000.00	\$10,000.00
330	INTAKE, SW-502, 84"	EA	1	\$ 5,000.00	\$5,000.00	\$ 25,500.00	\$25,500.00
340	MANHOLE ADJUSTMENT, MINOR	EA	5	\$ 500.00	\$2,500.00	\$ 1,000.00	\$5,000.00
350	REMOVE INTAKE	EA	3	\$ 1,250.00	\$3,750.00	\$ 1,000.00	\$3,000.00
360	PAVEMENT, PCC, 8 INCH	SY	1344	\$ 70.00	\$94,080.00	\$ 72.00	\$96,768.00
370	SIDEWALK, PCC, 4 INCH	SY	376	\$ 45.00	\$16,920.00	\$ 65.00	\$24,440.00
380	SHARED USE PATH, PCC, 6 INCH	SY	102	\$ 55.00	\$5,610.00	\$ 67.00	\$6,834.00
390	DRIVEWAY, PAVED, PCC, 6 INCH	SY	253	\$ 60.00	\$15,180.00	\$ 67.00	\$16,951.00
400	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$10,000.00	\$ 40,000.00	\$40,000.00
410	CONV SEEDING AND FERTILIZING, AND MULCHING	AC	0.34	\$ 5,000.00	\$1,700.00	\$ 9,000.00	\$3,060.00
420	WATTLE, STRAW, 8 INCH	LF	67	\$ 5.00	\$335.00	\$ 5.00	\$335.00
430	WATTLE REMOVAL	LF	67	\$ 2.00	\$134.00	\$ 1.00	\$67.00
440	SILT FENCE OR DITCH CHECK	LF	422	\$ 5.00	\$2,110.00	\$ 2.50	\$1,055.00
450	SILT FENCE OR DITCH CHECK REMOVAL OF DEVICE	LF	422	\$ 2.00	\$844.00	\$ 0.25	\$105.50
460	CONSTRUCITON SURVEY	LS	1	\$ 10,000.00	\$10,000.00	\$ 5,000.00	\$5,000.00
470	MOBILIZATION	LS	1	\$ 69,426.00	\$69,426.00	\$ 240,000.00	\$240,000.00
480	CONCRETE WASHOUT	LS	1	\$ 4,000.00	\$4,000.00	\$ 1,500.00	\$1,500.00
490	GATEWELL STRUCTURE	EA	1	\$ 50,000.00	\$50,000.00	\$ 140,000.00	\$140,000.00
500	GATE, GATEWELL	EA	2	\$ 10,000.00	\$20,000.00	\$ 30,000.00	\$60,000.00
510	REMOVE PAVEMENT	SY	2194	\$ 7.00	\$15,358.00	\$ 15.00	\$32,910.00
<b>TOTAL</b>					<b>\$930,000.00</b>		<b>\$1,793,486.50</b>
<p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION  OF THE BIDS RECEIVED AT 2:00 P.M. ON March 23rd, 2022  BY: <i>Larry Deard</i> 3-23-22</p>							

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

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 74-2022: RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/ HIGHWAY 34 URBAN RENEWAL PLAN

\*\*\*\*\*

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

RECOMMENDATION: Open the public hearing,  
Receive public comment,  
Close the public hearing,  
Pass and adopt Resolution No. 74-2022

DISCUSSION: The Wildwood Drive/Highway 34 Urban Renewal Area was established in August of 2011 with the Wildwood Drive/Highway 34 Urban Renewal Plan. The proposed Amendment No. 1 is the first amendment to the plan.

The amendment adds no new land to the Urban Renewal Area. Established base valuations are also unchanged. The amendment adds two projects to the Urban Renewal Plan. Hopkins Properties, LLC is

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

proposing to construct a multi-tenant commercial strip center on Outlot 1 of the Wildwood Centre Subdivision. This is the outlot of the Koh's development. Construction is anticipated to cost \$2.15 million. This project would allow the City to enter into a development agreement to provide an upfront economic development grant of \$75 thousand at the time project completion as well as a partial tax rebate for a period of eight years not to exceed \$475 thousand.

Incentives would leverage a tool called Tax Increment Financing (TIF). TIF allows local governments to leverage the future value of improvements to provide incentives for the improvements today. Most of the property tax paid on the value added by the project can be captured by the City and used for incentives. In this case, some of that value would be returned to the developer in the form of a tax rebate. The value captured would also recover the cost of the economic development grant over a period of 8 years.

The second project added to the plan empowers the City to apply tax increment from the district to recover any planning, engineering or attorney fees incurred by the City for establishing the Urban Renewal Plan.

The Plan and Zoning Commission voted at the March 7, 2022 meeting that Amendment 1 is in conformance with the City's plan for development as a whole. Taxing entities were invited to participate in a consultation meeting on March 21. A representative from the County did participate. The minutes of that meeting are included in the packet. After the consultation meeting, the County provided a letter expressing reservations about the use of TIF for rebates. The Staff response to that letter is also included.

Completing the Kohl's development fits the City's land use policy and advances a stated goal in the comprehensive plan of maintaining our position as regional economic hub. New retail creates and retains jobs, produces sales tax revenue and improves quality of life.

## ITEMS TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 5, 2022

5:30 P.M.

#### Wildwood Drive/Highway 34 Urban Renewal Plan

- Public hearing on the proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan

### IMPORTANT INFORMATION

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

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

April 5, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Marc Roe

Absent: Sandra Pope

Vacant: None

\* \* \* \* \*



This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan, the Mayor first asked for the report of the Community Development Director, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that written recommendations were received from the County. The report of the Community Development Director, or his delegate, with respect to the consultation, along with the County's recommendations and the City's response, were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Amendment, and the City Clerk reported that zero written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan and none were made. The public hearing was then closed.

{Attach summary of comments here,  
or include summary of comments in meeting minutes}

Council Member Hull then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN" and moved:

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

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

AYES: Galloway, McAntire, Hull, Roe

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 74-2022

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 124-2011, adopted August 2, 2011, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Wildwood Drive/Highway 34 Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Wildwood Drive/Highway 34 Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY

LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 1 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on March 15, 2022, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Community Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Ottumwa Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Ottumwa, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan of the City of Ottumwa, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan for the City of Ottumwa, State of Iowa"; Amendment No. 1, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Wapello County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

**AMENDMENT NO. 1**

**to the**

**WILDWOOD DRIVE/HIGHWAY 34  
URBAN RENEWAL PLAN**

**for the**

**WILDWOOD DRIVE/HIGHWAY 34  
URBAN RENEWAL AREA**

**OTTUMWA, IOWA**

**Original Area – 2011  
Amendment No. 1 – 2022**



**Amendment No. 1  
to the  
Wildwood Drive/Highway 34 Urban Renewal Plan  
for the  
Wildwood Drive/Highway 34 Urban Renewal Area  
City of Ottumwa, Iowa**

**INTRODUCTION AND HISTORY**

The Wildwood Drive/Highway 34 Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Wildwood Drive/Highway 34 Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in August 2011, is being amended by this Amendment No. 1 (“Amendment” or “Amendment No. 1”) to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

No land is being added to or removed from the Urban Renewal Area by this Amendment. Accordingly, the previously established “base values” or “base valuations” of the Urban Renewal Area (if any) will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan.

**AREA DESIGNATION**

The Urban Renewal Area continues to be an economic development area that is appropriate for the promotion of economic development (commercial and industrial).

**DEVELOPMENT PLAN**

The Urban Renewal Plan, as amended, and this Amendment, are in conformity with the Our Ottumwa 2040 Comprehensive Plan, adopted August 18, 2020 and amended September 1, 2020, which is the City’s general plan for the development of the City as a whole.

This Amendment does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan.

**PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Any urban renewal projects authorized in the original Plan are not altered by this Amendment and may be continuing.

**ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 1)**

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan the eligible urban renewal projects under this Amendment No. 1 include:

**1. Development Agreements:**

A. *Hopkins Properties LLC (or a related entity)*: The City expects to consider a development agreement with Hopkins Properties LLC (or a related entity) (the “developer”), pursuant to which the developer would construct a commercial, multi-tenant, retail center and related site improvements on property located within the Urban Renewal Area, and procure commercial tenants to retain jobs therein. Construction is anticipated to be completed in 2022 and involve an investment of approximately \$2,150,000. The City expects to enter into a related minimum assessment agreement setting a minimum assessed value for the project. In return for the developer’s performance under the development agreement, the City would make a construction completion grant of \$75,000 to developer upon completion of the improvements, provided developer is otherwise in compliance with the terms of the development agreement. In addition, the City would make up to eight (8) annual grant payments financed through incremental tax revenues created by the project in an amount not to exceed \$475,000 in the aggregate. The annual grant payments are subject to annual appropriation and the detailed terms and conditions of the agreement.

**2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$50,000

**FINANCIAL DATA**

1.	July 1, 2021 constitutional debt limit:	\$41,458,000
2.	Current outstanding general obligation debt:	\$32,480,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or	\$600,000  This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

	expense. Subject to the foregoing, it is estimated that the City’s costs for the Eligible Urban Renewal Projects (Amendment No. 1) as described above will be approximately as stated in the next column:	
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**URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

**EFFECTIVE PERIOD**

This Amendment No. 1 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan.

**REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

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CERTIFICATE

STATE OF IOWA

)

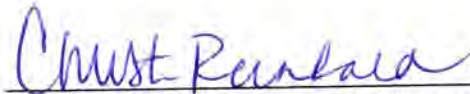
) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 5th day of April, 2022.

  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa



CONSULTATION MEETING WITH TAXING ENTITIES  
AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URP

March 21, 2022  
City Hall, Council Chamber

10:00 A.M.  
105 E. Third St.

Attendance:

Present:

Zach Simonson, Community Development Director  
Jerry Parker, Wapello County Supervisor

DISCUSSION:

Zach Simonson started the meeting by stating the proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan would add no new property to the Urban Renewal Area and make no change to base valuations. The Amendment would add two new projects. One project would allow the City to capture tax increment to pay for attorney fees and planning and engineering costs in the project. The second would permit economic development grants and tax rebates for a multi-tenant retail strip center project on Outlot 1.

Jerry Parker asked for clarification between the annual rebate payments and the economic development grant. Simonson said that the amendment allowed for an economic development grant of up to \$75,000 at the time the project is completed as well as eight annual rebate payments. The rebate schedule is 100% of the increment for two years and 80% for six years. The rebate schedule is intended to recover the \$75,000 grant.

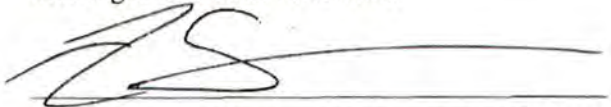
Parker asked about language on page four that permitted other types of urban renewal activities for the projects in the plan. Simonson said that if projects were not completed as described and a future development included a project that was similar and smaller than what is described, the City reserved the ability to use allowed urban renewal powers for those projects.

Parker asked if the City was concerned about forfeiting potential revenue on projects. Simonson said that the City has to balance always trying to maximize the amount of revenue collected with achieving planning goals. He said that the City has to compete with other communities which offer generous incentives and that maintaining Ottumwa's position as a regional retail hub is a state goal in the comprehensive plan. He said secondary revenue benefits such as sales tax were also a mitigating factor. Parker said that sales tax was not as large of a factor because only 10% goes to property tax relief and the rest toward sewer projects.

It was addressed that any letters for discussion from the public should be in by Tuesday, March 29<sup>th</sup>. The public hearing for the amendment is set for April 5, 2022 at 5:30pm in the Council Chamber.

There were no further questions.

Meeting convened at 10:13 A.M.



Zach Simonson, Community Development Director

ATTESTED



Keelie Johnson, Clerk

# Wapello County Board of Supervisors

215 N. Court Street  
Ottumwa, Iowa 52501  
Phone (641) 683-4630  
Fax (641) 683-6390



To Zack Simonson

Subject: Consultation on 3/21/22

The County does recognize the necessity of using TIF funds for development. However the use of TIF funds for retail development gives an unfair business advantage to new business. Existing businesses have been paying property taxes for years and now must compete with businesses that are property tax free.

Expanding the tax base is a necessity to cover increased costs to City, County and School budgets. That cannot happen if you continue to give extended periods of no property taxes. A quick review shows that Kohls, the Bonita development, the Bridge View hotel and now this retail development will be taking away potential dollars to our general funds. No community can afford to keep giving tax breaks to new retail business and expect the existing businesses to shoulder the burden of property tax increases.

The County encourages you to proceed with caution on the use of TIF funds for free property taxes for retail businesses.

Jerry Parker, Chairman

A handwritten signature in black ink that reads "Jerry D. Parker".



CITY OF  
OTTUMWA

March 28, 2021

Wapello County Supervisors  
215 N. Court St.  
Ottumwa, IA 52501

To whom it may concern:

I have received your letter dated March 21, 2022 in reference to the Proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan. Your concerns have been noted and will be included in the full information provided to the City Council.

In your letter, you expressed concerns about using Tax Increment Financing for property tax rebates. These rebates are a valuable tool for generating development and creating jobs that would not be possible otherwise. The gap between the cost of new development and the available financing requires additional investment. Often, the City of Ottumwa competes with other community that offer even more generous incentives.

We carefully select projects where we anticipate public benefit and secondary revenue benefits and where projects align with our planning priorities. In this case, Outlot 1 of this existing Urban Renewal Area has been priority for new retail development since the Kohl's development was platted. The *Our Ottumwa 2040 Comprehensive Plan* sets a priority for securing and maintaining our position as an economic leader in our seven-county region. Completing the Kohl's development allows the city to maintain our position as a regional hub for retail which will simultaneous help create or retain jobs in the community.

I also believe that you letter describes these rebates as if the benefits are entirely one-sided. The way these tax increment rebates work, the business still pays its full allotment of property taxes, and only receives a portion of those taxes back in the form of grants if the business satisfies the job requirements and other conditions in the Agreement. New debt service and other revenues for all taxing entities are preserved alongside the job requirements and other conditions that favor the community.

Finally, I must respectfully rebut the suggestion made in your letter than this type of development creates an unfair burden on existing business. Specifically, your letter states that we are incentivizing new retail while forcing "existing businesses to shoulder the burden of property tax increases." In reality, the City this year adopted a budget which lowers our property tax levy by a full dollar. No one is shouldering a tax increase, rather we are seeing the fruits of an economic development strategy that invests in projects with a catalytic impact to the benefit of everyone.

Thank you for the comments you have provided. I look forward to continuing our dialogue on this and future projects.

Sincerely,

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

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



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

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 75-2022: RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HOPKINS PROPERTIES LLC

\*\*\*\*\*

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

RECOMMENDATION: Open the public hearing,  
Receive public comment,  
Close the public hearing,  
Pass and adopt Resolution No. 75-2022

DISCUSSION: This resolution enters into the development agreement authorized by Amendment 1 to the Wildwood Dr./Highway 34 Urban Renewal Plan. Under this agreement Hopkins Properties LLC would complete minimum improvements including a \$2.1 million, 10,000 square foot, single-story, multi-tenant commercial building.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

The City would provide the following incentives:

- A one-time \$75 thousand economic development grant paid at the time the minimum improvements are completed. Funds for this grant are included in the CIP.
- 8 consecutive annual Economic Development Grants which rebate the tax increment paid on the development. This rebate schedule is 100% for years 1 and 2 and 80% for years 3 through 6. These rebates are not to exceed \$475 thousand.

The agreement requires the developer to rent the minimum improvements to a commercial enterprise that employs employees therein. A 12-month vacancy may constitute default.

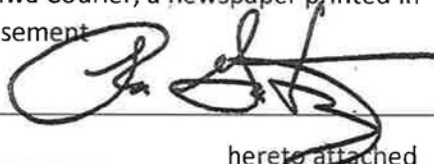
In addition to the jobs requirement, the development would produce direct revenue from the debt service levy which is not included in the tax increment rebate as well as secondary revenue from sales tax. New retail development advances a stated goal in the City's comprehensive plan to maintain its position as regional commercial hub.

**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 Development Agreement

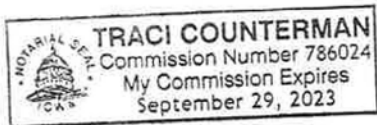


City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$50.69

**COPY OF ADVERTISEMENT**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HOPKINS PROPERTIES LLC, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 5, 2022, at 5:30 P.M. in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Hopkins Properties, LLC (the "Developer"). The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Wildwood Drive/Highway 34 Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of a 10,000 square foot, single story, multi-tenant commercial building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement requires the Developer to use commercially reasonable efforts to rent the Minimum Improvements to a commercial enterprise that employs employees therein, and provides that a 12-month vacancy in the Minimum Improvements may constitute a default under terms and conditions of the Agreement. The Agreement proposes that the City will make a one-time "Construction Completion Grant" payment to Developer in the amount of \$75,000 upon completion of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would further obligate the City to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of a percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (the percentage being 100% for the first two annual payments and being 80% for the remaining annual payments). The cumulative total for all such payments is not to exceed the lesser of \$475,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,100,000. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal.

105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Hopkins Properties LLC (the "Developer"). The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Wildwood Drive/Highway 34 Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of a 10,000 square foot, single story, multi-tenant commercial building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement requires the Developer to use commercially reasonable efforts to rent the Minimum Improvements to a commercial enterprise that employs employees therein, and provides that a 12-month vacancy in the Minimum Improvements may constitute a default under terms and conditions of the Agreement. The Agreement proposes that the City will make a one-time "Construction Completion Grant" payment to Developer in the amount of \$75,000 upon completion of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would further obligate the City to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of a percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (the percentage being 100% for the first two annual payments and being 80% for the remaining annual payments). The cumulative total for all such payments is not to exceed the lesser of \$475,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,100,000. A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa. At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa. Dated this 15 day of March, 2022. Christina Reinhard, CMC City Clerk, City of Ottumwa in the State of Iowa

## ITEMS TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 5, 2022

5:30 P.M.

#### Wildwood Drive/Highway 34 Urban Renewal Plan

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

### IMPORTANT INFORMATION

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

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

April 5, 2022

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

Cara Galloway, Doug McAntire, Russ Hull, Marc Roe

Absent: Sandra Pope

Vacant: None

\* \* \* \* \*

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

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

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

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

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

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

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

AYES: Galloway, McAntire, Hull, Roe

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.



RESOLUTION NO. 75-2022

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF OTTUMWA AND HOPKINS  
PROPERTIES LLC

WHEREAS, by Resolution No. 124-2011, adopted August 2, 2011, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Wildwood Drive/Highway 34 Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Wildwood Drive/Highway 34 Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan has been amended by an Amendment No. 1 on April 5, 2022; and

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

WHEREAS, the City has received a proposal from Hopkins Properties LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 10,000 square foot, single story, multi-tenant commercial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement proposes that the City will make a one-time "Construction Completion Grant" payment to Developer in the amount of \$75,000 upon completion of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of a percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (the percentage being 100% for the first two annual payments and being 80% for the remaining annual payments); the cumulative total for all such payments not to exceed the lesser of \$475,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,100,000; and

WHEREAS, the Agreement further requires the Developer to use commercially reasonable efforts to rent the Minimum Improvements to a commercial enterprise that employs employees

therein, and provides that a 12-month vacancy in the Minimum Improvements may constitute a default under terms and conditions of the Agreement; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

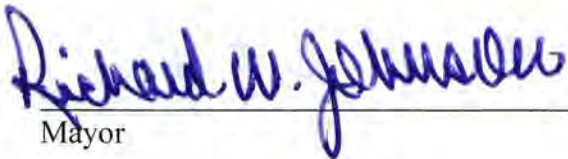
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law


and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

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

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 5th day of April, 2022.



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

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF OTTUMWA, IOWA

AND

HOPKINS PROPERTIES LLC

\_\_\_\_\_, 2022

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF OTTUMWA, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (“Urban Renewal Act”) and HOPKINS PROPERTIES LLC, an Iowa limited liability company, having offices for the transaction of business at 6416 189<sup>th</sup> Street, Albia, Iowa 52531 (“Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Wildwood Drive/Highway 34 Urban Renewal Area (the “Area”), which is described in the Wildwood Drive/Highway 34 Urban Renewal Plan approved for such area by Resolution No. 124-2011 adopted August 2, 2011, and amended once thereafter (the “Urban Renewal Plan”); and

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

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

WHEREAS, Developer intends to cause the construction of certain improvements the Development Property (the “Minimum Improvements”), and Developer will thereafter cause the Minimum Improvements on the Development Property to be operated and maintained in accordance with this Agreement, including the employment of employees therein (which obligations collectively are referred to herein as the “Project”); and

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

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

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

## ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the Wildwood Drive/Highway 34 Urban Renewal Area.

Assessor means the assessor for Wapello County, Iowa.

Base Valuation shall mean the final, taxable assessed value of the Development Property and any improvements thereon as shown on the assessment rolls as of January 1, 2022.

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

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

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

Commencement Date means the date of this Agreement.

Construction Completion Grant means a one-time payment to be made to Developer upon completion of the Minimum Improvements as set forth in Section 4.1.

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

County means the County of Wapello, Iowa.

Developer means Hopkins Properties LLC, an Iowa limited liability company, and its permitted successors and assigns.

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

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

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

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

Hopkins Properties LLC TIF Account means a separate account within the Wildwood Drive/Highway 34 Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Minimum Improvements means the construction of improvements on the Development Property as more particularly described in Exhibit B.

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

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

Ordinance means the Ordinance of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Wildwood Drive/Highway 34 Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

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

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property (land and building value) above the Base Valuation and divided and made available to the City for deposit in the Hopkins Properties LLC TIF Account of the Wildwood Drive/Highway 34 Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

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



Urban Renewal Area means the Wildwood Drive/Highway 34 Urban Renewal Area, as amended, described in the preambles hereof.

Urban Renewal Plan means the Wildwood Drive/Highway 34 Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

Wildwood Drive/Highway 34 Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and

effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

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

g. The construction budget of the Minimum Improvements will require a total investment of approximately \$2,150,000 for construction costs.

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

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

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

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

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

### ARTICLE III. CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV. CONSTRUCTION COMPLETION GRANT

Section 4.1. Construction Completion Grant. For and in consideration of the obligations being assumed by the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Section 4.1) to make a grant to the Developer in the amount of Seventy-Five Thousand Dollars (\$75,000) (the "Construction Completion Grant") to be paid within sixty (60) days after the City issues a final certificate of occupancy for the Minimum Improvements. The disbursement of the Construction Completion Grant shall be conditioned upon Developer being in compliance with the terms of this Agreement at the time of payment.

#### ARTICLE V. INSURANCE

##### Section 5.1. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain or cause to be maintained a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

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

#### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

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

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

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

Section 6.6. Employment. At all time prior to the Termination Date, Developer shall rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise which shall employ employees in Minimum Improvements. An Event of Default shall occur if no employees are employed in the Minimum Improvements for twelve (12) consecutive months prior to the filing of an Annual Certification pursuant to Section 6.7.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, duly authorized officers of Developer shall provide an Annual Certification to the City, the form of which is provided in Exhibit E. Upon request, Developer shall promptly provide the City with copies of additional information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2032, both dates inclusive.

Section 6.8. Term of Operation. Developer shall take all commercial reasonable efforts to obtain and retain tenants at the Minimum Improvements on the Development Property who will operate businesses therein and satisfy the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Minimum Assessment Agreements.

a. As further consideration for this Agreement, Developer shall execute and cause any lienholders to execute, contemporaneous with the Commencement Date, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value of the Development Property, with the Minimum Improvements thereon, for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the City, the County Assessor, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Development Property, with the Minimum Improvements thereon, of not less than \$2,100,000, before rollback, upon completion of the Minimum Improvements, but in no event later than January 1, 2023, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value".

b. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2032 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2021) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against



any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer: Transfer of Substantially All Assets: Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except the rental of portions of the Minimum Improvements to businesses who will occupy the same) unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City. The foregoing restrictions notwithstanding, Developer shall have the right at its sole discretion, and without prior consent of the City, to make a collateral assignment of its rights to receive Economic Development Grants hereunder to a creditor and thereby secure a credit facility undertaken in connection with the financing of the construction of the Minimum Improvements.

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

## ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

### Section 8.1. Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Four Hundred Seventy Five Thousand Dollars (\$475,000), pursuant to the following schedule, terms and conditions.

b. Schedule of Grants. Assuming the substantial completion of the Minimum Improvements by December 31, 2022, and full assessment of the Minimum Improvements on January 1, 2023 pursuant to the Minimum Assessment Agreement, and debt certification by the City to the Auditor

prior to December 1, 2023, the Economic Development Grants shall commence on June 1, 2025 and end on June 1, 2032 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

June 1, 2025	100% of Tax Increments for the Fiscal Year 24-25
June 1, 2026	100% of Tax Increments for the Fiscal Year 25-26
June 1, 2027	80% of Tax Increments for the Fiscal Year 26-27
June 1, 2028	80% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	80% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	80% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	80% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	80% of Tax Increments for the Fiscal Year 31-32

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

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

e. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement in no event shall exceed Four Hundred Seventy Five Thousand Dollars (\$475,000) over the eight (8) year period. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements and the Development Property (land and building value above Base Valuation). The City makes no assurance that the Developer will receive Economic Development Grants which reach the aggregate maximum of \$475,000.

f. Timing of Payments. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer’s Annual Certification is timely filed and contains the information required under Section 6.7, then the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 assuming Developer is in compliance with this Agreement at time of payment. (Example: assuming completion of construction of the Minimum Improvements by December 31, 2022 and first full assessment on January 1, 2023, if Developer provides their Annual Certification in October 2023,

then the City will certify to the County by December 1, 2023, and the first Economic Development Grant would be paid to Developer on June 1, 2025 (for 100% of the Tax Increment for fiscal year 24-25)).

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

- a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and the payment of real property taxes; and
- b. timely filing of the Annual Certification required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs and is continuing beyond any applicable notice and cure periods or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1.

Section 8.3. Source of Grant Funds Limited.

- a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Hopkins Properties LLC TIF Account of the Wildwood Drive/Highway 34 Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees, to the extent allowed by law, to maintain the Ordinance in force with respect to the Development Property during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Hopkins Properties LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business

Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the City's ability to collect Tax Increment from the Development Property terminates under Iowa Code Chapter 403, as may be amended, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion, non-appropriation, or termination of the ability to collect Tax Increment, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as Economic Development Grants, and under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Wildwood Drive/Highway 34 Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

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

#### ARTICLE IX. INDEMNIFICATION

##### Section 9.1. Release and Indemnification Covenants.

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

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

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

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

#### ARTICLE X. DEFAULT AND REMEDIES

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

a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer's interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

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

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

f. The Developer shall:

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

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

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

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

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

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

- a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Construction Completion Grant previously made to Developer under Article IV hereof and any Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer; and/or
- e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever the Developer is found by a court of competent jurisdiction to have committed an Event of Default and the City has employed attorneys or incurred other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as reasonably and appropriately incurred by the City in connection therewith.

#### ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any

consultant or members of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

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

- a. In the case of Developer, is addressed or delivered personally to Hopkins Properties LLC at 6416 189th Street, Albia, Iowa 52531, Attn: Curt Hopkins, President;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3<sup>rd</sup> Street, Ottumwa, IA 52501 Attn: Chris Reinhard, City Clerk;

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

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

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

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

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

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2032 unless terminated earlier under the provisions of this Agreement.

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



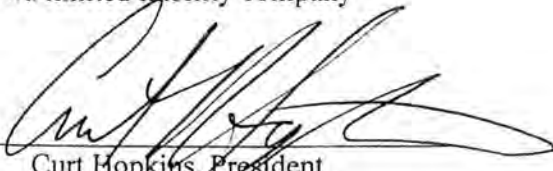
Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person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

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

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



HOPKINS PROPERTIES LLC,  
an Iowa limited liability company

By:   
Curt Hopkins, President

STATE OF Iowa )  
 ) SS  
COUNTY OF Monroe )

On this 30 day of March, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Curt Hopkins, to me personally known, who, being by me duly sworn, did say that he is a President of Hopkins Properties LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

Dana C DeMoss  
Notary Public in and for State of Iowa



*[Signature page to Agreement for Private Development – Hopkins Properties LLC]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

OUTLOT A, WILDWOOD CENTRE SUBDIVISION, CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED  
IN DOCUMENT NO. 2011 4086

EXHIBIT B  
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of 10,000 square foot, single story commercial multi-tenant commercial building on the Development Property and related site improvements, as depicted in Exhibit B-1. Construction costs are expected to be approximately \$2,150,000. The construction of the Minimum Improvements will be completed by December 31, 2022.

EXHIBIT B-1  
SITE PLANS

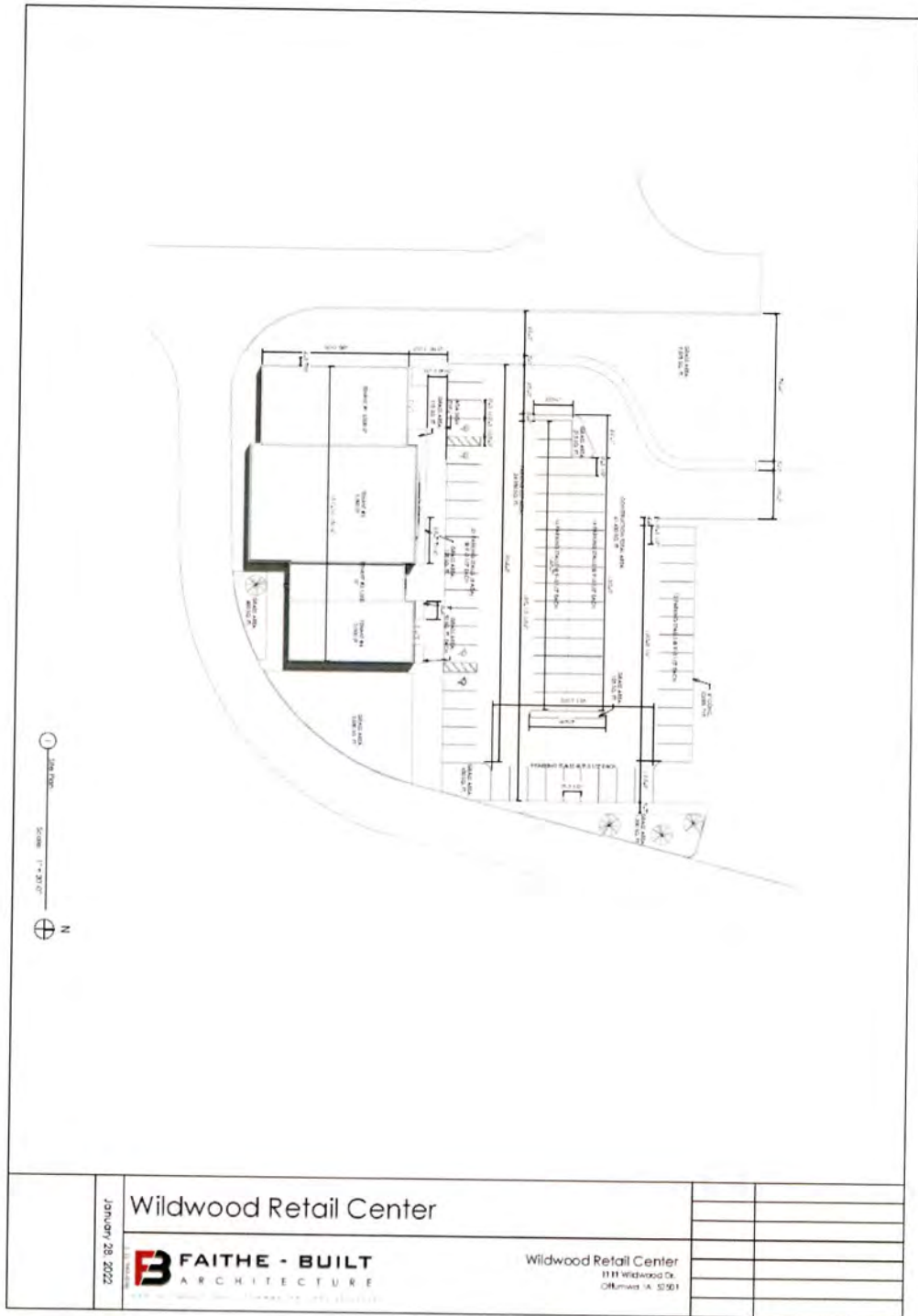


EXHIBIT C  
CERTIFICATE OF COMPLETION FOR THE MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and Hopkins Properties LLC, an Iowa limited liability company, ("Developer"), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2022, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

OUTLOT A, WILDWOOD CENTRE SUBDIVISION, CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED  
IN DOCUMENT NO. 2011 4086

(the "Development Property"); and

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

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

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

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

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Rick Johnson, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Reinhard, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for said State, personally appeared Rick Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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



EXHIBIT D

**Type of Document:** MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT  
BETWEEN THE CITY OF OTTUMWA and HOPKINS PROPERTIES  
LLC

**Return Document to:** City Clerk  
City of Ottumwa  
105 E Third Street  
Ottumwa, IA 52501

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

**Taxpayer Information:** N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: OUTLOT A, WILDWOOD CENTRE SUBDIVISION, CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO.  
2011 4086

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa ("City") and Hopkins Properties LLC, an Iowa limited liability company, ("Developer"), did on or about the \_\_\_\_ day of \_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Wildwood Drive/Highway 34 Urban Renewal Plan ("Plan"), as amended, to develop certain real property located within the City and within the Wildwood Drive/Highway 34 Urban Renewal Area, as amended.

The Development Property is described as follows:

OUTLOT A, WILDWOOD CENTRE SUBDIVISION, CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED  
IN DOCUMENT NO. 2011 4086

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2022 and terminates on December 31, 2032, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

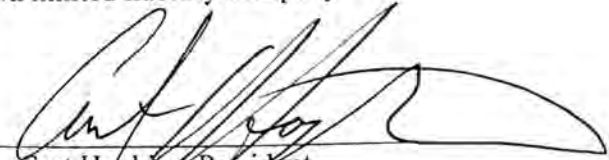
1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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




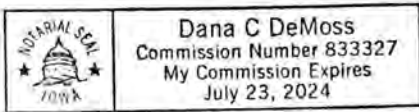
HOPKINS PROPERTIES LLC,  
an Iowa limited liability company

By:   
Curt Hopkins, President

STATE OF Iowa )  
 ) SS  
COUNTY OF Monroe )

On this 30 day of March, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Curt Hopkins, to me personally known, who, being by me duly sworn, did say that he is a President of Hopkins Properties LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

  
Notary Public in and for State of Iowa



*[Signature page to Memorandum of Agreement for Private Development – Hopkins Properties LLC]*

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

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

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

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

(iii) The Minimum Improvements are occupied by the following commercial enterprise(s) employing individuals therein:

1	2
Name of Occupant	Square Footage of Minimum Improvements Utilized by Occupant

(iv) The undersigned officer of Developer is familiar with the terms and provisions of this Agreement and certifies that Developer is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

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

Signed this 30<sup>th</sup> day of March, 2022

HOPKINS PROPERTIES LLC

By:   
 Its: President

**Attachments: Proof of payment of taxes**

*[Signature page to Developer Annual Certification – Hopkins Properties LLC]*

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

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EXHIBIT F  
MINIMUM ASSESSMENT AGREEMENT  
BETWEEN THE CITY OF OTTUMWA  
AND  
HOPKINS PROPERTIES LLC

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of the \_\_\_ day of \_\_\_\_\_ 2022, by and between the CITY OF OTTUMWA, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended; and HOPKINS PROPERTIES LLC, an Iowa limited liability company having offices for the transaction of business at \_\_\_\_\_, IA (the “Developer”).

**RECITALS**

WHEREAS, the City and Developer have entered into a Development Agreement dated as of \_\_\_ day of \_\_\_\_\_ 2022 (“Agreement” or “Development Agreement”) regarding certain real property located in the City’s West Gate Urban Renewal Area, which is legally described as follows:

OUTLOT A, WILDWOOD CENTRE SUBDIVISION, CITY OF OTTUMWA,  
WAPELLO COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED  
IN DOCUMENT NO. 2011 4086

(the “Development Property”);

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

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

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

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

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

1. Upon substantial completion of construction of the Minimum Improvements, but in no event later than January 1, 2023, the Minimum Actual Value fixed for assessment purposes for the Development Property (building and land value) in the aggregate shall be not less than Two Million One Hundred Thousand Dollars (\$2,100,000), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2032 ("Assessment Termination Date"). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

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

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

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

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

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the buildings on the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the buildings on the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the buildings on the Development Property through any other proceedings.

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

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

7. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

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

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

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

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed



a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

*[Remainder of this page is blank. Signatures start on the next page.]*

SEAL)

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Rick Johnson, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Reinhard, City Clerk

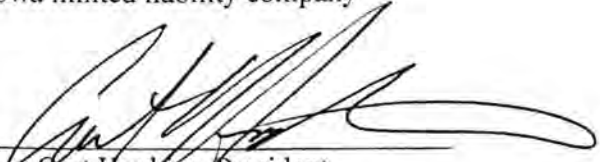
STATE OF IOWA                    )  
  ) SS  
COUNTY OF WAPELLO         )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared Rick Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

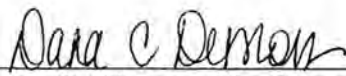
HOPKINS PROPERTIES LLC,  
an Iowa limited liability company

By:   
Curt Hopkins, President

STATE OF Iowa )  
 ) SS  
COUNTY OF Monroe )

On this 30th day of March, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Curt Hopkins, President, to me personally known, who, being by me duly sworn, did say that he is a President of Hopkins Properties LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



  
Notary Public in and for State of IOWA

*[Signature page to Minimum Assessment Agreement – Hopkins Properties LLC]*



**EXHIBIT F (Cont.)  
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property (building and land value only) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2023, shall be at least Two Million One Hundred Thousand Dollars (\$2,100,000), before rollback, until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

\_\_\_\_\_  
Assessor for Wapello County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for Wapello County,  
Iowa on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for the State of Iowa

**EXHIBIT F (cont.)**

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

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

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

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

02003575-1\10981-174

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 5, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 83-2022 - Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Lease-Purchase Agreement in the Principal Amount of Not to Exceed \$25,000, for the Acquisition and Equipping of a Refueler Truck for the Airport for a General Corporate Purpose

\*\*\*\*\*



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

RECOMMENDATION: Pass and adopt Resolution 83-2022

DISCUSSION: This lease captures the continued supply of aviation fuel to the Ottumwa Regional Airport and documents the lease to own agreement between Avfuel and airport staff for a 1,000 gallon fueling truck. This is a three-year lease subject to a monthly lease payment of \$583.33 and a \$1.00 option to purchase the vehicle at the end of the lease. The lease agreement is attached for reference. City staff has negotiated an agreement, which has been reviewed by legal counsel and has been recommended for adoption by the Airport Board of Supervisors.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

# 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

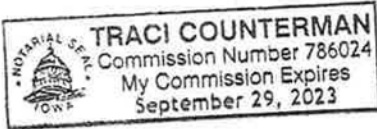
Authorization of a Lease-Purchase Agreement  
City of Ottumwa



here attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$32.34

## COPY OF ADVERTISEMENT

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LEASE-PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000 FOR THE ACQUISITION AND EQUIPPING OF A REFUELER TRUCK FOR THE AIRPORT, A GENERAL CORPORATE PURPOSE, AND THE PUBLIC HEARING ON THE AUTHORIZATION THEREOF PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 5th day of April, 2022, at 5:30 o'clock P.M., in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the authorization of an Aviation Fuel Supply Agreement which incorporates a lease or lease-purchase to pay costs of the acquisition and equipping of a refueler truck for the airport, a general corporate purpose of the City, in the principal amount of not to exceed \$25,000, bearing interest at a rate of not to exceed nine (9) per centum per annum. Principal and interest on the proposed Lease-Purchase will be payable from the Debt Service Fund but may be paid from other sources. At any time before the date of the meeting, a petition, asking that the question of issuing such Lease Purchase be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 364.4 and 384.26 of the Code of Iowa. At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of the lease-purchase agreement or will abandon the proposal. This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 362.4(4) and 384.26 of the Code of Iowa, as amended. Dated this 15th day of March, 2022. Christina Reinhard, CMC City Clerk, City of Ottumwa, State of Iowa



**ITEMS TO INCLUDE ON AGENDA**  
**CITY OF OTTUMWA, IOWA**

Not to exceed \$25,000 Lease-Purchase Agreement

- Public Hearing
- Resolution Instituting Proceedings to Take Additional Action

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

April 5, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 o'clock P.M., on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Cara Galloway, Doug McAntire, Russ Hull, Marc Roe

---

Absent: Sandra Pope

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Lease-Purchase Agreement in the principal amount of not to exceed \$25,000 to provide funds to pay costs of the acquisition and equipping of a refueler truck for the airport, a general corporate purpose, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Lease-Purchase Agreement, and the right to petition for an election had been published as provided by Sections 362.4(4) and 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Lease-Purchase Agreement be submitted to the qualified electors of the City.

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

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

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

Whereupon, Council Member Roe introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LEASE-PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000, FOR THE ACQUISITION AND EQUIPPING OF A REFUELER TRUCK FOR THE AIRPORT FOR A GENERAL CORPORATE PURPOSE" and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

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

AYES: Galloway, McAntire, Hull, Roe

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 83-2022

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LEASE-PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000, FOR THE ACQUISITION AND EQUIPPING OF A REFUELER TRUCK FOR THE AIRPORT FOR A GENERAL CORPORATE PURPOSE

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Lease-Purchase Agreement in the principal amount of not to exceed \$25,000, for the purpose of paying costs of the acquisition and equipping of a refueler truck for the airport, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

NOW, THEREFORE, BE IT RESOLVED BY THE City Council OF City of Ottumwa, IOWA:

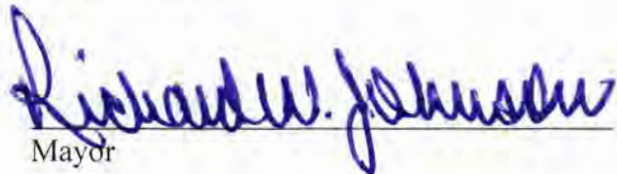
Section 1. That the action of the Clerk scheduling a public hearing before the City Council to meet in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, on the 5th day of April, 2022, for the purpose of taking action on the matter of the authorization of a Lease-Purchase Agreement in the principal amount of not to exceed \$25,000, for the purpose of paying costs of the acquisition and equipping of a refueler truck for the airport, is hereby ratified, confirmed and approved.

Section 2. That the Clerk has caused publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, said publication to be not less than ten (10) nor more than twenty (20) clear days before the date of the public meeting on the authorization of the Lease-Purchase Agreement. That the form of notice of public hearing is hereby ratified, confirmed and approved.

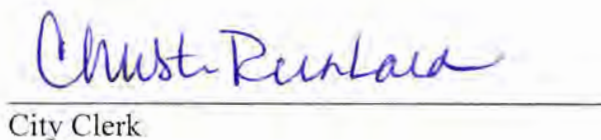
Section 3. That this Council does hereby institute proceedings and take additional action for the authorization of a Lease-Purchase Agreement in the principal amount of not to exceed \$25,000 to evidence the obligation thereof for the foregoing purpose.

Section 4. The Mayor and Clerk are authorized and directed to proceed on behalf of the City with the negotiation of terms of a Lease-Purchase Agreement, evidencing the City's obligations to a principal amount of not to exceed \$25,000 and otherwise to take all action necessary to permit the execution of a Lease-Purchase Agreement on a basis favorable to the City.

PASSED AND APPROVED this 5th day of April, 2022.

  
Mayor

ATTEST:

  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 5th day of April, 2022.



*Christa Runkel*

STATE OF IOWA

)  
) SS  
)

COUNTY OF WAPELLO

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not To Exceed \$25,000 General Obligation Lease-Purchase)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2022

WITNESS my official signature at Ottumwa, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

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

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 87-2022: A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 11 IN BLOCK 3 OF BLAKE PARK ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, ALSO KNOWN AS 817 CHESTER, TO RIPPLING WATERS FOR THE SUM OF \$125.00

\*\*\*\*\*

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

RECOMMENDATION: OPEN PUBLIC HEARING  
RECEIVE PUBLIC COMMENTS  
CLOSE PUBLIC HEARING  
PASS AND ADOPT RESOLUTION NO. 87-2022

DISCUSSION: Rippling Waters offered the City \$125.00 for a vacant lot at 817 Chester. They intend to place a Homes for Iowa house on the lot and will sign a development agreement agreeing to construct a new home within three years. As a non-profit developer, Rippling Waters is entitled to the \$125.00 price for city-owned lots for development. This resolution would authorize the sale.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



RESOLUTION NO. 87-2022

**A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 11 IN  
BLOCK 3 OF BLAKE PARK ADDITION TO THE CITY OF OTTUMWA, WAPELLO  
COUNTY, IOWA, ALSO KNOWN AS 817 CHESTER, TO RIPPLING WATERS FOR THE SUM  
OF \$125.00**

WHEREAS, the City is the present title holder to real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 11 in Block 3 of the Blake Park Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 817 Chester Avenue; and

WHEREAS, pursuant to Resolution No. 86-2022 approved, passed and adopted March 22, 2022 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Rippling Waters for an offered price of \$125.00; and

WHEREAS, the buyers intend to construct a new single-family home on the vacant lot; and

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

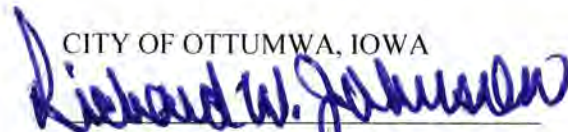
WHEREAS, the property will be transferred by warranty deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and recording fees;

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

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

APPROVED, PASSED, AND ADOPTED this 5<sup>th</sup> day of April 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

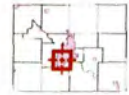
ATTEST:

  
Christina Reinhard, City Clerk





**Overview**



**Legend**

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

Parcel ID	007416160038000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address	817 CHESTER OTTUMWA	Acreage	n/a		Ottumwa, IA 52501
District	OTTUMWA CITY/ OTTUMWASCH				
Brief Tax Description	BLAKE PARK ADDITION LOT 11 BLK 3 (817 CHESTER)				

(Note: Not to be used on legal documents)

Date created: 3/8/2022  
Last Data Uploaded: 3/8/2022 2:08:29 AM



[ CITY OF ]  
O T T U M W A

Petition No.: 5088-2022

**Petitioner Information:**

Name: Rippling Waters

Address: 227 E. Main St., Ottumwa, IA 52501

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

Summary of Petition:

To Purchase 817 Chester for \$125 as a Non-Profit to build a New House.

\*\*\*\*\*

1. Engineering Department  Approve  Deny 2/24/22 LBS

Comments: \_\_\_\_\_ Date Dept. Initials Required

We have no future needs for this lot.

2. Plan/Zoning/Dev. Department  Approve  Deny 2/24/22 ZDS

Comments: \_\_\_\_\_ Date Dept. Initials Required

With development agreement to build home in 3 years. Development agreement sent to Ahlers for review.

3. Health Department  Approve  Deny 2/24/22 ZDS

Comments: \_\_\_\_\_ Date Dept. Initials Required

**\*\* If denied by your department automatically return to the City Clerk's Office.  
\*\* If approved by your department submit to the next department for review.  
\*\*\* Once the form is completed return to the City Clerk's Office**

# 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

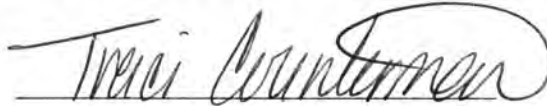
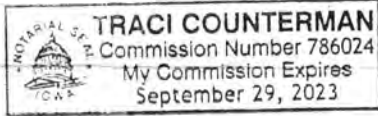
Disposition of City Property (817 Chester Ave)  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$ 15.30

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING  
ON DISPOSITION OF CITY  
PROPERTY AT 817 CHESTER  
AVE TO WHOM IT MAY CON-  
CERN: Notice is hereby given  
that the City Council of the City  
of Ottumwa, Iowa, will hold a  
public hearing Tuesday, April 5,  
2022 at 5:30 P.M. in City Hall in  
the City of Ottumwa, Iowa on its  
intent to dispose of real property  
legally described as Lot 11 in  
Block 3 of the Blake Park  
Addition to the City of Ottumwa,  
Wapello County, Iowa, also  
known as 817 Chester, to  
Rippling Waters. All persons  
interested in the intent to dis-  
pose of said property are invited  
to be present at the above time  
and place on the date men-  
tioned to present their objec-  
tions to, or arguments for the  
intent to dispose of said prop-  
erty. If you are unable to attend  
this meeting but have com-  
ments, written comments must  
be received no later than 4:30  
p.m. April 5, 2022. Written com-  
ments may be addressed to:  
City of Ottumwa, 105 E. Third  
St., Ottumwa, IA 52501. Dated  
this 22 day of March 2022. City  
Clerk, City of Ottumwa, Iowa

PH - Disposal 817 Chester

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Brad Grefe  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 96-2022: A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE ISU BUILDING UPPER-STORY HOUSING PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 96-2022.

DISCUSSION: The Iowa Economic Development Authority (IEDA) is seeking projects on a first-come-first-served basis for the Community Development Block Grant (CDBG) COVID- 19 (CV) Program. The IEDA CDBG-CV Housing Conversion Program provides grants of up to \$ 500,000 for upper-story housing projects in COVID- 19-impacted commercial districts, such as downtown Ottumwa. The property owner of the ISU Building [307/309 E.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Main St.] has a completed architectural designs [through Curtis Architecture & Design] for one 2-bedroom and two 1-bedroom apartments in the vacant second-floor space and are invested in contributing their share. Area 15 Regional Planning has provided grant application assistance. The application has a total budget of \$604,000. Staff proposes providing match through the CIP. The property owner would contribute \$89,000 and the grant would provide \$500,000 for the project. This resolution authorizes the staff to submit the application.

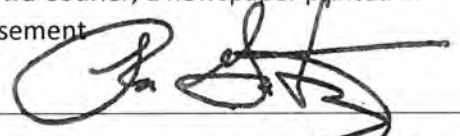
# PROOF OF PUBLICATION

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 April 5

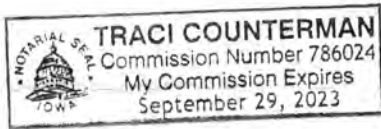
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$14.42

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, ON AN APPLICATION FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COVID-19 PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on April 5, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on an application to the Iowa Economic Development Authority (IEDA) Community Development Block Grant COVID-19 Program (CDBG-CV). The application will be for housing conversion improvements for 307-309 East Main Street. Any persons interested may appear at said meeting of the Council and present evidence for or against the application. Dated this 15th day of March, 2022. Christina Reinhard, CMC City Clerk, City of Ottumwa, Iowa

PH Notice-  
CDBG Application 307-309 E. Main

RESOLUTION NO. 96-2022

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE ISU BUILDING UPPER-STORY HOUSING PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS.**

WHEREAS, the City Council has determined that housing and downtown revitalization are high priorities for the City of Ottumwa; and

WHEREAS, the scope of work will be consistent with Ottumwa Municipal Code Chapter 10, the Building Code, adopted by Ordinance 3096-2016; and

WHEREAS, the City Council of Ottumwa, Iowa, intends to submit an application requesting assistance from the Iowa Economic Development Authority (IEDA) through the Community Development Block Grant (CDBG) COVID-19 (CV) housing conversion fund not to exceed \$500,000; and

WHEREAS, local match will be provided in the amount of \$15,000 from the City through an allocation in the Capital Improvements Program with additional assistance from the participating property owner in the amount of \$89,000 for a total project of \$604,000; and

WHEREAS, the CDBG CARES Program notice requires that grantees ensure Duplication of Benefits (DOB) does not occur for CDBG-CV funds; and

WHEREAS, the CDBG-CV Program notice requires that all CDBG-CV grantees adopt DOB policies and procedures;

WHEREAS, the IEDA has developed "Community Development Block Grant Coronavirus (CDBG-CV) Duplication of Benefits Policies and Procedures" for non-entitlement communities to utilize.

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

The Mayor of the City of Ottumwa is authorized to sign all documents related to the CDBG Application to the COVID-19 housing conversion fund, and, if funded, is hereby authorized to sign all grant related contract documents; and furthermore, the City does hereby commit \$15,000 from Capital Improvement Program Fund.

BE IT FURTHER RESOLVED THAT, the City adopts IEDA's Duplication of Benefits Policies and Procedures.

BE IT FURTHER RESOLVED THAT, the City has authorized the Area 15 Regional Planning Commission (RPC) to submit the CDBG-COVID 19 application and intends to employ the services of Area 15 RPC for grant administration services, if awarded.

APPROVED, PASSED, AND ADOPTED this 5<sup>th</sup> day of April 2022.

ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor



## CONTRACT FOR GRANT APPLICATION ASSISTANCE

This contract for grant application assistance has been agreed to by and between the **City of Ottumwa, Iowa**, hereinafter referred to as the CITY, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the RPC.

WHEREAS, the CITY wishes to prepare a Community Development Block Grant (CDBG) Application to the Iowa Economic Development Authority (IEDA) COVID-19 (CV) Housing Conversion Program for the upper-story at 307/309 E. Main St.; and

WHEREAS, the CITY wishes to contract with the RPC to provide the technical assistance required to carry out the grant application services; and

WHEREAS, the CITY recognizes that the completion of an environmental review prior to application submittal provides for a more competitive grant proposal; and

WHEREAS, the CITY understands that the RPC will incur substantial expense in providing technical assistance and the CITY enters into this contract with the understanding that it will enter into a further grant administration contract with the RPC if the CDBG Application is funded or it will reimburse the RPC for grant application assistance services if grant administration is awarded to another provider.

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF: The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES: The RPC shall assist the CITY with all activities relating to the preparation and submission of the CDBG Application, including:
  1. The RPC shall assist the CITY with the preparation and submission of the CDBG Application.
  2. The RPC shall assist the CITY in shall facilitate discussion between all project stakeholders, including but not limited to the CITY, property owner, and IEDA.
  3. The RPC staff shall assist the CITY in arranging, and will attend, all public hearings required to complete and submit the CDBG Application.
  4. The RPC shall complete prepare an Environmental Review Record (ERR), which will evaluate the environmental impacts of the proposed project and will be developed in a format satisfying the pre-application directives provided by IEDA.
- C. COMPENSATION:
  1. The RPC shall complete activity #4 in the Scope of Services for a lump-sum total of one thousand dollars (\$1,000). Payment shall be made no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
  2. If the CDBG Application IS NOT funded, the CITY will pay no compensation to the RPC for grant application services, activities #1-3 in the Scope of Services.
  3. If the CDBG Application IS funded, the CITY agrees to either:
    - A.) enter into a further contract with the RPC for administration of the CDBG grant at a cost not to exceed the administrative costs as identified in the CDBG grant application, with no compensation payable to the RPC for grant application services; **OR**

B.) pay the RPC a fee of five thousand dollars (\$5,000) as reimbursement for activities #1-3 as provided in the Scope of Services if the CITY chooses to solicit proposals for grant administration services and awards a grant administration contract to a provider other than the RPC.

D. CONTRACT DURATION: This contract shall be in effect for a period of eighteen (18) months from the date of signature, or until the CDBG Application is funded and the grant administration contract has been executed, whichever occurs last. If the application is not funded, the RPC will complete any necessary revisions to the ERR for no more than one CDBG application resubmittal. Any necessary revisions will be carried out at no additional cost, assuming there are no substantial changes in the scope of work. Either the CITY or the RPC shall have the right to terminate this contract and the CDBG full application process upon ten (10) days written notice.

E. INDEMNIFICATION: The CITY shall hold the RPC, its officers and employees, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

CITY OF OTTUMWA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: Richard W. Johnson  
Title: MAYOR

\_\_\_\_\_  
CHAIR, RPC BOARD

4/5/22  
DATE

\_\_\_\_\_  
DATE

ATTEST:

Christi Burkard  
CITY CLERK

**FEDERAL ASSURANCES SIGNATURE PAGE**

I, Richard W. Johnson, (applicant official) hereby certify that in carrying out the activities funded under the CDBG Program, the City of Ottumwa:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 19687) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-Kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Richard W. Johnson, Mayor  
Typed Name of Applicant Official

Richard W. Johnson  
Signature

4/5/22  
Date

Christina Reinhard, City Clerk  
Typed Name of Person Attesting

Christina Reinhard  
Signature

4.5.2022  
Date

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Ottumwa 105 E. Third St., Ottumwa, IA 52501 (641) 683-0600	2. Social Security Number or Employer ID Number: 42-6005094
3. HUD Program Name Community Development Block Grant - COVID-19	4. Amount of HUD Assistance Requested/Received \$500,000
5. State the name and location (street address, City and State) of the project or activity: ISU Building Upper-story Housing Project, 307/309 E. Main St., Ottumwa, IA 52501	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X <i>Richard W. Johnson, Mayor</i>	Date: (mm/dd/yyyy) <i>04/05/2022</i>
--	---

**Public reporting burden** for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

**Note:** This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

## Instructions

### Overview.

**A. Coverage.** You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

**B. Update reports (filed by "Recipients" of HUD Assistance):**

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

### Line-by-Line Instructions.

#### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

#### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

#### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

**A. Other Government Assistance.** This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

**B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

**Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

#### Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

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

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3191-2022: AN ORDINANCE AMENDING THE  
SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF  
NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

\*\*\*\*\*

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

RECOMMENDATION: Open the public hearing,  
Receive public comment,  
Close the public hearing,  
Pass first consideration of Ordinance No. 3191-2022.

DISCUSSION: In addition to the 2022 Ottumwa Housing Plan, RDG Planning and Design prepared a code review memo with recommendations for improvements to the City code that would help execute the recommendations and vision included in the study. Several of those revisions related the Subdivision Ordinance.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

The Subdivision Ordinance addresses the process for approving a plat which divides property into three or more lots. New subdivisions would allow for areas of new development to be divided into lots to build homes. These changes seek to make that process easier for developers and to allow for subdivisions that are harmonious with existing development. Changes include:

Section 1: Currently the code does not allow for alleys in new subdivisions. This change would encourage alleys in new subdivisions. Many existing neighborhoods have alleys and these alleys allow for parking arrangements that maximize space in an affordable development. Alleys also reduce the cost of City work in the public right-of-way. Except where justified, subdivisions with alleys would locate utilities in the alley.

Section 2: Currently the code requires new subdivisions to have lots which are at least 60 feet wide, 100 feet deep and 7,000 square feet in total area. This change would allow any lot dimensions which conform to the minimum lot size for the zoning district the subdivision is located in.

Section 3: This section removes the authority of the Planning Commission and City Council to impose additional rules to protect the character of proposed subdivisions. RDG notes that these requirements would be imposed late in the process after developers have sunk significant cost and allowing for them is a deterrent to new development. The code already describes the most important elements the City is concerned with (parking, street design, lot size, etc.).



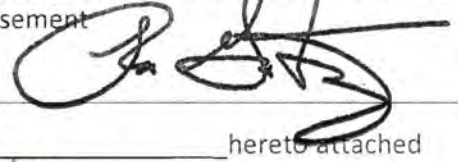
# PROOF OF PUBLICATION

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

Ordinance No. 3191-2022 PH Notice

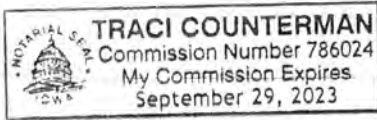
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$14.42

# COPY OF ADVERTISEMENT

## NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday April 5, 2022 at City Hall in the City of Ottumwa, Iowa. A Public Hearing will be held on Ordinance No. 3191-2022: AN ORDINANCE AMENDING THE SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 33-101, 33-106 AND 33-108 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA. The Ordinance is available for viewing at the Planning Department, Room 204, City Hall located at 105 East Third

Street, Ottumwa, Iowa. All persons interested in the above agenda items 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 Ordinance. FOR THE OTTUMWA CITY COUNCIL  
Chris Reinhard, City Clerk

PH Notice - Ord No 3191-2022

Amend Subdivision Code - Simplify Process

ORDINANCE NO. 3191-2022

AN ORDINANCE AMENDING THE SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 33-101, 33-106 AND 33-108 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

**SECTION ONE.** Section 33-101 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-101 in its entirety and enacting the following in lieu thereof:

**Sec. 33-101. – Alleys in residential districts.**

Alleys are encouraged in residential districts. Except where justified, subdivisions with alleys shall locate utilities in alleys rather than street right-of-way.

**SECTION TWO.** Section 33-106 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-106 in its entirety and enacting the following in lieu thereof:

**Sec. 33-106. – Lots.**

- (a) All residential lots shall comply with the lot size and dimensions required by the zoning district in which they are located.
- (b) The foregoing requirements apply only to residential lots served by public sanitary sewer. In the case of lots not so served, such lots shall be of sufficient additional area to properly accommodate a suitable private sewage disposal device. The city plan commission will determine the required lot size upon report of appropriate tests and adequate determination and recommendation of the city health officer.
- (c) Corner lots should have a width one-third greater than adjoining lots to provide adequate vision clearance at street intersections.
- (d) In all lots, so far as possible, the sidelines shall be perpendicular or radial to the street on which the lot faces.
- (e) Double frontage and reverse frontage lots should be avoided, except where their use will produce definite advantages in meeting special situations in relation to topography, sound site planning and proper land use.

**SECTION THREE.** Section 33-108 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-108 in its entirety and renumbering as necessary.

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

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

**SECTION SIX.** 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 SEVEN.** 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 the 5 day of April, 2022.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
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

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3192-2022: AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,  
Receive public comment,  
Close public hearing,  
Pass first consideration of Ordinance No. 3192-2022

DISCUSSION: The 2022 Ottumwa Housing Plan and RDG's code review memo are the basis for these improvements to the City code that would help execute the recommendations and vision included in the housing study.

Several of these changes relate to so-called Missing Middle Medium Density Infill Development. Middle density infill is one of the core recommendations of the study. References to Housing Opportunity

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Medium density infill in this ordinance would provide for a program where the Council would adopt prototype site plans by resolution. On a vacant, infill lot, any developer or builder could construct to the site plan without need for variance or special review. This year's capital budget provides funding to develop these prototypes to present to council.

The full list of code changes includes:

Section 1: This section creates definitions for Infill Development and Housing Opportunity Medium Density Infill Development.

Section 2: This section adds Housing Opportunity Medium Density Infill as a zoning use type.

Section 3: This section adds Housing Opportunity Medium Density Infill to Table 38-115, the Zoning Use Matrix. This matrix shows what use types are permitted or excluded in each zone. Housing Opportunity Medium Density Infill would be permitted in R-1 through R-5, C-1 through C-3 and I-1 according to supplemental regulations in Sec. 38-870(e) or Section 19 of this ordinance.

Section 4: This section clarifies that mixed-use buildings and mixed-use development are permitted in the C-1 through C-4 and -11 zones provided that each use type is permitted in the zone. Mixed-use development is development sharing a lot or building which has multiple uses, such a first floor commercial and upper-story housing.

Section 5: This section removes the R-1 60 and R-1 70 zoning districts. No part of Ottumwa is currently zoned R-1 60 or R-70. All R-1 districts would have a minimum lot area of 6,000 square feet and a minimum lot width of 50 feet. New development could go larger, but this reflects the size of existing neighborhoods. This section also adds regulators for Housing Opportunity Medium Density Infill which refer to the supplemental regulation.

Sections 6 through 11: These sections add regulators for Housing Opportunity Medium Density Infill to other zoning districts. Similarly, they reduce required lot sizes to conform closer to existing lot sizes. Many single family homes in the R-2 and R-4 district which cover over one third of all residential neighborhoods by area are on lots smaller than 60 feet, even though the code sets 60 feet as the minimum size. As a result, staff routinely must provide letters lenders when these homes go up for sale clarifying that property owners could rebuild within two years of a fire destroying their home. Additionally, this effectively prevents building on many vacant lots without obtaining a variance or other special permission. New development could always go larger to satisfy market demand, but these changes preserve the viability of existing neighborhoods.

Section 12: This section clarifies that multifamily housing is permitted in the CS-1 district and adds townhouse and Housing Opportunity as permitted uses. Adaptive reuse for malls and other large retail into housing or mixed use with housing on the fringe of large shopping centers is a growing trend and this allows us to capitalize on that for our beleaguered mall area.

Section 13: This section reduces the required parking CS-1 from four or five spaces per 1,000 square feet to 3 spaces. RDG recommended this to incentivize development. Most of the existing CS-1 zone is already paved over regardless but this provides the possibility of using existing parking on the fringe for housing development or providing an incentive for new development. This section also clarifies that parking for Housing Opportunity development would conform to the prototype site plan.

Section 14: There were previously no regulators for housing in I-1, light industrial zone even though housing was permitted. This section adds regulators that are the same as the R-5 zone.

Section 15: This section adds supplemental regulations for Housing Opportunity Medium Density Infill. All development of this type would have to conform to the site plan prototypes adopted by the Council.

Section 16: This section exempts Accessory Dwelling Units from the requirement that accessory buildings do not take up more than 35% of the rear yard. It also allows accessory dwelling units on lots that are at least the minimum size for the zoning district. Previously lots had to be 1.5 times the minimum size. This section also removes licensed firearms business from the list of prohibited home based occupations and adds motor vehicle sales. We have had inquiries from individuals who seek to conduct a mail-based licensed firearms business from home and there are no obvious reasons to prevent it. Finally, this section allows home based occupations to use accessory buildings such as garages. We have seen many cases where people are forced to build an unnecessary breezeway in order to cut hair in their garage. This would allow the business to use the garage provided all other restrictions are complied with.

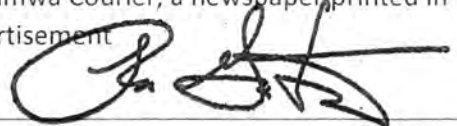
Section 17: This section allows for mixed-use development to share parking for different uses with different operating hours. This allows for the possibility of reducing the required parking as an incentive for development. The section also reduces the required parking for multi-family development from 1.5 spaces per unit to 1 space per unit. It changes the parking minimum for community recreation facilities to suit community recreation for housing developments other than trailer parks. It also creates a parking standard for Housing Opportunity development to comply with the approved site plan.

# 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

Ordinance No. 3192-2022 Notice of PH

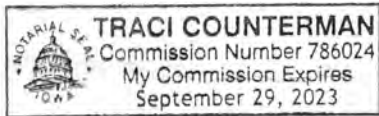


City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$16.17

## COPY OF ADVERTISEMENT

**NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:**  
Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday April 5, 2022 at City Hall in the City of Ottumwa, Iowa. A Public Hearing will be held on Ordinance No. 3192-2022: AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 AND 38-940 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA. The Ordinance is available for viewing at the Planning Department, Room 204, City Hall located at 105 East Third Street, Ottumwa, Iowa. All persons interested in the above agenda items 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 Ordinance. FOR THE OTTUMWA CITY COUNCIL Chris Reinhard, City Clerk

Notice of PH - Ord No. 3192  
Amend Zoning Code to Simplify Process

ORDINANCE NO. 3192-2022

AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 AND 38-940 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

**SECTION ONE.** Section 38-41 of the municipal code of the City of Ottumwa is hereby amended by adding a definition:

*Infill development* means new development that is sited on vacant or undeveloped land within an existing community, and that is enclosed by other types of development.

*Housing Opportunity Medium Density Infill* means residential medium density infill development authorized by administrative process which conforms to an approved prototype site plan established by resolution.

**SECTION TWO.** Section 38-74 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-74 in its entirety and enacting the following in lieu thereof:

**Sec. 38-74. – Residential use types.**

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- (1) *Single-family residential*. The use of a site for one dwelling unit, occupied by one family. Mobile home units, as defined by this section, are not a single-family residential use type.
  - a. *Single-family residential (attached)*. A single-family residential use in which one dwelling unit is located on a single lot and is attached by a common vertical wall to only one other adjacent dwelling unit on another single lot.
  - b. *Single-family residential (detached)*. A single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
- (2) *Duplex residential (conversion)*. The use of a legally-described lot for converting one dwelling unit into two dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (3) *Duplex residential (new)*. The use of a legally-described lot for two new dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (4) *Townhouse residential*. The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.
- (5) *Multiple-family residential (conversion)*. The conversion of a building with one or two dwelling units into a building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.



- (6) *Multiple-family residential (new)*. A new building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.
- (7) *Downtown residential*. The use of upper levels above street level of a building within the central business district of the city for single- or multiple-family residential uses.
- (8) *Group residential*. The use of a site for the residence of more than three unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units. Group residential uses are limited to facilities that are officially recognized or operated by a college or university, government agency, or nonprofit organization. Typical uses include fraternity or sorority houses and dormitories not incorporated into a college and university use type.
- (9) *Boardinghouse*. The use of a site for the residence of more than four unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units.
- (10) *Mobile home park*. Use of a site under single ownership for one or more mobile home units. Generally, the land on which mobile homes are placed in a mobile home park is leased from the owner of the facility.
- (11) *Retirement residence*. A building or group of buildings which provide residential facilities, provided that 75 percent of the residents are at least 60 years of age, or households headed by a householder of at least 60 years of age. A retirement residence may provide a range of residential building types and may also provide support services to residents, including, but not limited to, food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences may include additional health care supervision or nursing care.
- (12) *Housing Opportunity Medium Density Infill*. Residential infill development authorized by an administrative process which conforms to approve prototype site plan established by resolution.

**SECTION THREE.** Table 38-115 Use Matrix is hereby amended by inserting the following in *Residential Uses*:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.	
		R	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	B	I1	I2		
Housing Opportunity Medium-Density Infill			P	P	P	P	P		P	P	P				P		38-870(e)

**SECTION FOUR.** The zoning code of the City of Ottumwa is hereby amended by enacting a new section 38-117:

**Sec. 38-117. – Mixed-use buildings and mixed-use development.**

Provided that each use type is permitted in the individual base zoning district in which the structure or development is located, mixed-use buildings and mixed-use development shall be permitted in the following zoning districts:

- (a) C-1 Neighborhood Commercial District
- (b) C-2 Community Commercial District
- (c) C-3 Commercial Mixed-Use District

- (d) C-4 Downtown Mixed-Use District
- (e) I-1 Limited Industrial District

**SECTION FIVE.** Section 38-206 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-206 in its entirety and enacting the following in lieu thereof:

**Sec. 38-206. – Purpose.**

The R-1 districts are intended to provide for single-family residential development, with gross densities from approximately five units per acre to approximately seven units per acre. These areas generally include single-family dwellings on varying size lots with supporting community facilities and urban services, including city water and sanitary sewer service.

Table 38-206. Site Development Regulations for R1 Zoning District

Regulator	One-Family Detached	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit			
Minimum lot area (square feet)	6,000	None	15,000
Minimum lot width (feet)	50	None	100
Minimum Yards			
Front yard	20	None	30
Side yard	4	None	10
Street side yard, corner lot <sup>2</sup>	15	None	
Rear yard	25	None	
Maximum height (feet) <sup>3</sup>	35	None	60
Maximum amount of total parking located in street yard	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION SIX.** Section 38-236 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-236 in its entirety and enacting the following in lieu thereof:

**Sec. 38-236. – Purpose.**

The R-2 district is intended to provide for low/moderate density residential development, with gross densities generally between approximately six and ten units per acre. These developments include single-family dwellings on moderate-sized lots and two-family dwellings or duplexes/bi-attached homes.

Table 38-236. Site Development Regulations for R2 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit					
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	None	75
<b>Minimum Yards</b>					
Front yard	20	20	20	None	30
Side yard	4	5	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	None	
Rear yard	25	25	25	None	
Maximum height (feet) <sup>3</sup>	35	35	35	None	60
Maximum amount of total parking located in street yard	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION SEVEN.** Section 38-266 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-266 in its entirety and enacting the following in lieu thereof:

**Sec. 38-266. – Purpose.**

The R-3 district is intended to provide for moderate-density mixed residential development including small lot single-family dwellings, two-family dwellings, and townhouses with gross densities at about 12 dwellings per acre. Townhouse buildings are limited to no more than six dwellings in a row.

Table 38-266. Site Development Regulations for R3 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,500		
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	2,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	20	None	75
<b>Minimum Yards</b>						
Front yard	20	20	20	20	None	30
Side yard	4	5	5	10 <sup>3</sup>	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	None	
Rear yard	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION EIGHT.** Section 38-296 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-296 in its entirety and enacting the following in lieu thereof:

**Sec. 38-296. – Purpose.**

The R-4 district is intended to provide for medium-density development, including small lot one- and two-family development, townhouse, and multifamily residential development, with gross densities up to about 17 units per acre depending on the project size. This district is oriented towards accommodation of townhouse projects and typical three-story walkup apartment buildings.

Table 38-296. Site Development Regulations for R4 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	2,500		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
<b>Minimum Yards</b>							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 <sup>2</sup>	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION NINE.** Section 38-326 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-326 in its entirety and enacting the following in lieu thereof:

**Sec. 38-326. – Purpose.**

The R-5 district is intended to provide for high-density development, including small lot one- and two-family development and multifamily residential development, with gross densities up to 43 units per acre depending on the project size. This district is oriented towards accommodation of multi-story apartment developments, including senior housing projects.

Table 38-326. Site Development Regulations for R5 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	1,000		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
Minimum Yards							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 <sup>3</sup>	5	None	10
Street side yard, corner lot <sup>2</sup>	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION TEN.** Section 38-386 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-386 in its entirety and enacting the following in lieu thereof:

**Sec. 38-386. – Purpose.**

The C-1 neighborhood commercial district is intended for neighborhood shopping facilities and mixed-use development serving the needs of residents of a surrounding residential area. Allowed commercial and office uses are generally compatible with nearby residential areas in scale and intensity. Site development regulations are intended to ensure compatibility in size, scale, and site characteristics with these residential environments. C-1 districts are generally most appropriate at intersections of collector and/or arterial streets, at the edge of residential areas, in planned commercial areas in newly developing residential districts, or at other locations where local commercial services are desired.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,500	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	20	70	None	None
<b>Minimum Yards</b>							
Front yard	20	20	20	20	25	None	20
Side yard	4	5	5	10 <sup>3</sup>	5	None	0 <sup>4</sup>
Street side yard, corner lot <sup>2</sup>	15	15	15	15	15	None	20
Rear yard	25	25	25	25	30	None	0 <sup>5</sup>
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	35
Maximum amount of total parking located in street yard	0	0	0	0	50%		100%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

<sup>5</sup> No side or rear yard except where apartments are above a store or shop, a rear yard of 20 feet shall be provided and where adjacent to an AG or R district, a side yard of ten feet and a rear yard of 20 feet shall be provided.

**SECTION ELEVEN.** Section 38-418 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-418 in its entirety and enacting the following in lieu thereof:

**Sec. 38-418. – Purpose.**

The C-2 community commercial district accommodates commercial, mixed-use and office facilities that serve the needs of markets ranging from an area of several neighborhoods to the overall region. While permitted commercial and office uses are generally compatible with nearby residential areas, traffic and operating characteristics of some uses may have an impact on adjacent residential neighborhoods. Use regulations may require a conditional use permit for these selected uses. C-2 districts are most appropriate at intersections of collector and arterial streets, at the junction of several neighborhoods, along major commercial or mixed use corridors, or at substantial commercial subcenters. The district also permits other uses with similar urban impacts to substantial commercial development.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill <sup>1</sup>	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,000	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	18	70	None	None



Minimum Yards							
Front yard	20	20	20	20	25	None	None
Side yard	4	5	5	10 <sup>3</sup>	5	None	None
Street side yard, corner lot <sup>2</sup>	15	15	15	15	15	None	None
Rear yard	25	25	25	25	30	None	None
Maximum height (feet) <sup>4</sup>	35	35	35	35 or 3 stories	75	None	45
Maximum amount of total parking located in street yard	0	0	0	0	50%		80%

<sup>1</sup> All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

<sup>2</sup> In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

<sup>3</sup> There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

<sup>4</sup> Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

**SECTION TWELVE.** Section 38-453 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-453 in its entirety and enacting the following in lieu thereof:

**Sec. 38-453. – Principle use regulations.**

The following uses shall be permitted in this district:

- (1) Business and professional offices, included medical, dental and eye care clinics.
- (2) Retail sales.
  - a. Animal hospital, veterinary clinic or kennel, providing an exercising runway shall be at least 200 feet from any R district.
  - b. Bakeries.
  - c. Bicycle shops.
  - d. Book stores.
  - e. Bowling alleys, billiard parlors and ballrooms.
  - f. Camera shops.
  - g. Candy shops.
  - h. Car washes, both manual and automated, provided the principal building is at least 100 feet from an R district.
  - i. Clothing stores.
  - j. Convenience stores.
  - k. Delicatessen.

- l. Drive-in or drive-through eating and drinking establishments provided the principal building is at least 100 feet from any R district.
  - m. Drug stores or pharmacies.
  - n. Eating or drinking establishments, except drive-in or drive-through establishments.
  - o. Fabric stores.
  - p. Florists.
  - q. Gift shops.
  - r. Grocery stores or supermarkets.
  - s. Home electronics stores, including TV sales and service.
  - t. Home improvement, lumber, and hardware retail sales. Storage of home improvement, lumber, and hardware merchandise may be permitted in a secondary building if the secondary building is enclosed on three sides and the square foot area of the secondary building does not exceed 25 percent of the principal retail sales building. Permitted storage and/or display are subject to site plan approval per section 38-452, procedures. Adequate visual screening by the principal building and/or landscaping is required.
  - u. Ice cream parlors.
  - v. Jewelry stores.
  - w. Libraries.
  - x. Pet stores.
  - y. Sales and service of new and used automobiles, new and used motorcycles, incidental to said sale of new automobiles and motorcycles. Including as incidental to these major uses shall be all repair work in connection with their own and customer vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this shall not be construed to include auto wrecking and rebuilding and resale of used parts.
  - z. Service stations, automotive parts store, provided no rebuilding or machining of automobile or truck parts is performed, minor service of vehicle but not including major mechanical overhauling, paint, and bodywork.
  - aa. Shoe stores.
  - bb. Sporting goods stores.
  - cc. Stationery and office supply shops.
  - dd. Theaters.
  - ee. Variety stores, department stores, including toy stores.
  - ff. Video and audio sales.
- (3) Service.
- a. Banks or automated teller machines.
  - b. Beauty shops or barbershops.
  - c. Dry cleaners, excluding commercial laundries.
  - d. Employment agencies.
  - e. Health clubs or fitness studios.
  - f. Interior decorating.
  - g. Shoe repairs.
  - h. Travel agencies.
  - i. Veterinary surgical clinics.
  - j. Watch repairs.
  - k. Hotels, motels, and other lodging facilities, not including extended stay facilities.
  - l. Conference centers or meeting halls.
- (4) Housing.
- a. Multifamily housing with a gross density of up to 43 units per acre.
  - b. Townhouse housing with a gross density of up to 12 units per acre. Townhouse developments shall include no more than six dwellings per row.

c. Housing Opportunity Medium-Density Infill which complies with Sec. 38-807(e).

**SECTION THIRTEEN.** Section 38-457 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-457 in its entirety and enacting the following in lieu thereof:

**Sec. 38-457. – Off-street parking.**

- (1) There shall be a minimum of three parking spaces per 1,000 square feet of building area.
- (2) The requirements of article XXX of this chapter shall serve as the parking criteria for out-lot parcels during site plan review.
- (3) Parking for Housing Opportunity Medium-Density Infill development shall comply with the site plan prototype as described in Sec. 38-870(e).

**SECTION FOURTEEN.** Section 38-585 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-585 in its entirety and enacting the following in lieu thereof:

**Sec. 38-585. – Purpose.**

The I-1 district provides appropriate space for light industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.

Table 38-585. Site Development Regulations for I1 Zoning District

Regulator	Permitted Residential Use	Other Permitted Uses
Minimum district size (square feet)	None	None
Minimum lot area (square feet)	Same as for the R-5 district	None
Minimum lot width (feet)	Same as for the R-5 district	None
Minimum Yards		
Front yard	Same as for the R-5 district	None
Side yard	Same as for the R-5 district	None
Street side yard, corner lot <sup>1</sup>	Same as for the R-5 district	None
Rear yard	Same as for the R-5 district	None
Maximum height (feet) <sup>2</sup>	Same as for the R-5 district	None
Maximum amount of total parking located in street yard	Same as for the R-5 district	100%

**SECTION FIFTEEN.** Section 38-870 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-870 in its entirety and enacting the following in lieu thereof:

**Sec. 38-870. – Same—Residential uses.**

- (a) *Single-family detached design standards.* All single-family detached dwellings for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:
  - (1) The dwelling shall have a minimum length and width of at least 20 feet.
  - (2) Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes.

- (b) *Downtown and group residential in CBD district.* Downtown and group residential uses are permitted in the CBD district only on levels above street level. A unit or units specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the board of adjustment.
- (c) *Mobile home parks.* Mobile home parks and mobile home residential use are permitted in the R-MHP district. Such use may be configured in a mobile home park. Following the effective date of the ordinance from which this section derives, no mobile home shall be located outside of a mobile home park. A mobile home park is subject to compliance with the following regulations:
- (1) Site plan required. No person shall make alterations, construct, expand or remodel a manufactured home community or mobile home park within the city without first submitting a site plan of the proposed development as required by this chapter.
  - (2) Certification.
    - a. A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection, and any other applicable requirements shall be required of all mobile home parks.
    - b. The building official is authorized to perform an annual inspection of any mobile home park to ensure compliance with these regulations.
    - c. Before being located, whether permanently or for a temporary period of time allowed by a temporary permit, all mobile homes located in the city limits shall display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.
  - (3) Mobile home park area requirements. Mobile home parks or manufactured home communities shall be designed and maintained in accordance with the following requirements:
    - a. A mobile home park shall be considered to be one zoned lot. The minimum contiguous area of a mobile home park shall be five acres.
    - b. The maximum gross density of a mobile home park shall be eight units per acre.
    - c. Each yard abutting on a perimeter street shall be considered a front yard and shall be a minimum of 50 feet in depth.
    - d. All other perimeter yards shall have a minimum depth of 50 feet when adjacent to other than a mobile home park, and 35 feet when adjacent to another mobile home park.
    - e. Recreational areas shall be provided at a minimum of 250 square feet for each individual lot. This area shall be in addition to any common space provided to offset lot size reduction and shall also comply with provisions of the mobile home park ordinance as contained in this Code.
    - f. Mobile home park accessory uses may include direct service facility buildings, park management buildings, maintenance buildings, community buildings, and other uses of a similar nature. Maximum building height shall be two stories.
  - (4) Signage. One permanent, illuminated, non-flashing identification sign shall be permitted at any entrance to a mobile home park. Such sign shall be of ornamental metal, stone, masonry, or other permanent material and shall indicate only the name of such mobile home park. Such sign shall not exceed 18 square feet in surface area and the maximum height above street grade shall be as follows: Such sign located on the property line shall not exceed two feet in height; however, such sign may be located in a required yard and for every three feet such sign is set back from the property line, the sign may be one foot greater in height up to a maximum of six feet.
  - (5) Mobile home spaces; minimum requirements.
    - a. There shall be provided and maintained, a minimum distance of 25 feet between mobile homes.

- b. The individual mobile home lot shall contain no fewer than 4,000 square feet. However, such lot area may be reduced by an amount equal to an area included in common space defined as an area permanently reserved as open space, not including individual lots, parking areas, or streets, contiguous and immediately available to the lot or lots having reduced minimum areas, and by location, size, shape and landscaping obviously primarily for the utilization and enjoyment of the inhabitants of said contiguous lots.
- (6) Parking.
    - a. Two off-street spaces per mobile home space.
    - b. Community recreation facilities shall have one space for every 15 mobile homes.
    - c. Centralized storage areas for recreation vehicles shall be provided. These requirements may be modified by the planning and zoning commission in order to provide a better design of the mobile home park.
  - (7) Street access and circulation requirements.
    - a. Access to public street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
    - b. Vehicular circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 100 feet. No such cul-de-sacs may exceed 300 feet in length.
    - c. Separation between units and circulation areas. The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
    - d. Street and sidewalk standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
  - (8) Foundation requirements. Each home shall be skirted within 30 days of its placement in the park. Skirting materials shall be compatible with the exterior finish of the mobile home.
  - (9) Financial responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
  - (10) Completion schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the planning and zoning commission and city council. Such construction shall be completed within two years of approval, unless otherwise extended by the commission.
- (d) *Residential Conversions*. In addition to the condition use permit requirements in section 38-998, duplex and multiple-family residential conversions are subject to the following requirements:
    - (1) Dwelling unit size. All dwelling units in a multiple-family residential conversion must be at least 500 square feet and subject to the habitable space requirements of the building and housing codes.
    - (2) Existing nonconforming conversions.
      - a. Expansion. A nonconforming residential conversion cannot add new dwelling units in addition to what exists at the time of adopting the ordinance from which this section derives. If the number of available dwelling in a nonconforming building decreases, it cannot increase without a conditional use permit.
      - b. Discontinuation or abandonment. If a nonconforming use is discontinued or abandoned for a continuous period of one year, the nonconforming use is terminated. Following termination such building shall not be used as a duplex or multifamily residential conversion without a conditional use permit and shall otherwise revert to its original use.

(e) *Housing Opportunity Medium-Density Infill*. All Housing Opportunity Medium-Density development for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:

(1) All development shall conform to a prototype site plan included in the Housing Opportunity Medium-Density Site Plan Prototypes established by resolution.

**SECTION SIXTEEN.** Section 38-876 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-876 in its entirety and enacting the following in lieu thereof:

**Sec. 38-876. – Permitted accessory uses—Residential properties.**

(f) *Permitted accessory uses*. Residential uses may include the following accessory uses, activities and structures on the same lot:

- (1) Private garages and parking for the residency use.
- (2) Tool houses/sheds.
- (3) Accessory dwelling units in single-family homes.
- (4) Swimming pools, tennis courts or similar structures.
- (5) Home occupations, subject to the provisions of this chapter.
- (6) Leasing of rooms within the dwelling unit to two or fewer persons who are not members of the family therein residing.
- (7) Off-street parking subject to the provisions of this chapter.
- (8) Farm accessory buildings and structures.
- (9) Yard and garage sales. Yard and garage sales, flea markets, and other sales for more than five consecutive days or more than two times a calendar year are not permitted. All such sales must be operated so as not to create a nuisance from scattered and/or windblown items.
- (10) Noncommercial convenience services. For the primary use of residents in multifamily uses or mobile home parks, including laundromats, clubhouses and post offices.

(g) *Accessory buildings, structures and garages*.

- (1) *Time of construction*. No accessory building, accessory structure, or garage shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
- (2) *Definition and allowable use*. An accessory building is a building constructed for use as an accessory building for the storage of materials and equipment accessory to a primary use located on a property. For the purposes of this chapter, cargo containers, transport containers, industrial application mechanical housing or storage units, railroad cars, truck vans, converted mobile homes, trailers, recreational vehicles, bus bodies, vehicles and other prefabricated items or modified structures originally manufactured for purposes other than the residential storage of goods and materials shall not be used as accessory buildings, structures, or garages within any residential district or on any property the primary use of which is residential.
- (3) *Percentage of required rear yard area occupied*. Except for accessory dwelling units, no detached, accessory structure, accessory building, or buildings shall occupy more than 35 percent of the rear yard area. This area shall include the area measured the full width of the lot, lying between the rear lot line and the closest portion of the main building.
- (4) *Maximum size of accessory buildings*. The maximum size of the aggregate of all detached structures for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,200 square feet. A detached garage, along with all other accessory buildings, must not exceed a maximum of 35 percent rear yard area coverage limitation. If compliant with the maximum rear yard coverage limitation, detached accessory buildings

may exceed the maximum aggregate allowance limitation, subject to approval of a conditional use permit through the zoning board of adjustment.

- (5) *Height of accessory buildings in required rear yards.* No detached accessory building or accessory structure located in a required rear yard area shall exceed 18 feet in height.
  - (6) *Location.* No detached accessory building shall be located closer to the road than the front of the main building, unless approved by a conditional use permit. On corner lots, no detached accessory building shall be located closer to the road than the front and side of the main building, unless approved by a conditional use permit.
- (h) *Accessory dwelling units.* Accessory dwelling units (ADU's) are permitted in single-family homes where the property is in compliance with the permitted use and bulk regulation requirements of this chapter, subject to the following additional requirements.
- (1) The review and approval of an ADU application is by staff administrative process. The proposed ADU must meet all the requirements of the city building code and all other applicable city requirements.
  - (2) The size of the lot on which an ADU is proposed must equal at least the minimum lot size for the single-family home in the relevant zoning district.
  - (3) Only one ADU is permitted on a single-family property. The ADU may be either attached or detached. In both cases, all of the requirements of this section must be met.
  - (4) The owner of the subject property must reside in one of the dwelling units on the property.
  - (5) The ownership of the property may not be divided into separate condominium ownership of each separate unit.
  - (6) One off-street parking space, in addition to the parking requirement for the single-family home, must be provided in accordance with this chapter's requirements for parking on a single-family lot.
  - (7) The minimum size of the ADU is 400 square feet and the maximum size is 1,200 square feet.
  - (8) For both a detached ADU and one provided by an addition to the existing structure, the new construction must be aesthetically compatible with the existing home. The minimum width of a detached ADU is 20 feet.
- (i) *Home-based business/home occupations.*
- (1) *Statement of intent.* Home-based businesses and home occupations are permitted as an accessory use in residential units and must register and obtain a permit from the planning and development department, subject to the conditions described below. A certificate of compliance issued by the zoning enforcement officer shall be obtained before beginning any home occupation.
  - (2) Home occupations. Any occupation or profession conducted entirely in a dwelling unit where the only goods or services rendered in connection with the said occupation, are goods and services manufactured solely on the premises, and provided that:
    - a. No person other than members of the immediate family residing on the premises shall be engaged in such occupation.
    - b. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 50 percent of the area of any one floor of the dwelling unit, including the basement, shall be used in conducting the home occupation.
    - c. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one non-illuminated sign not exceeding two square feet in area and mounted flat against the wall of the principal building.
    - d. There shall be no stock in trade kept or any sale of commodities other than those necessary for the manufacturing of the product or rendering of the service in connection with the said occupation.

- e. In such home occupation no equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- f. Traffic generation and parking.
  - 1. The zoning administrator may limit total vehicle trips per day, as a condition of approval.
  - 2. Parking needs generated by a home-based business shall be satisfied with off-street parking. No more than one vehicle used in connection with any home occupation shall be parked on the property. Such parking shall not be located in a required front yard. No more than two on-street parking spaces shall be used by the home occupation at any one time.
- g. Prohibited home-based businesses/home occupations. The following activities are prohibited as home-based businesses, even if they meet the other requirements set forth in this section. This is not an all-inclusive list. Similar uses may be added by the zoning administrator.
  - 1. Tanning salons.
  - 2. Animal hospitals.
  - 3. General retail sales.
  - 4. Restaurants.
  - 5. Repair shops or service establishments that service major electrical appliance repair, motorized vehicles repair, small engines, and related items.
  - 6. Stables or kennels.
  - 7. Welding, vehicle body repair, or rebuilding or dismantling of vehicles.
  - 8. Motorized vehicle sales.

**SECTION SEVENTEEN.** Section 38-940 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-940 in its entirety and enacting the following in lieu thereof:

**Sec. 38-940. – Schedule of off-street parking requirements.**

- (a) Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 38-940.
- (b) Computation.
  - (1) When a computation of required parking results in a fraction of 0.5 or greater, the requirement shall be rounded up to the next whole number.
  - (2) Unless otherwise indicated, parking requirements are based on gross floor area.
  - (3) When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code or other official determinations of occupancy in effect for the city at the time the use is established.
  - (4) Tandem parking spaces. Tandem parking spaces (one car parked directly behind another) shall not be permitted except for single-family residences, mobile homes, or parking facilities when an attendant is on duty during the hours when the facility is being used.
  - (5) For mixed-use buildings or mixed-use developments up to 50% of required parking may be shared for uses with different operating times.
  - (6) Auto service and body repair subject to other restrictions applicable under this chapter.



\*\*Recommended Amendment to Ordinance

Table 38-940. Minimum Off-Street Parking Requirements

<i>Agricultural Use Types</i>	
Horticulture	One space per 1,000 square feet of sales area.
Crop/animal production	No requirement.
<i>Residential Use Types</i>	
Single-family residential	One space per dwelling unit
Duplex residential	One space per dwelling unit
Multifamily residential	1.25 spaces per dwelling unit
Downtown residential	Not required
Group residential or boardinghouse	One space for each bedroom or resident, whichever is greater
Mobile home park	Two spaces per dwelling unit
Community recreation facilities	One space per 15 units
Retirement residents	One space per independent living unit; one-half space per assisted living unit
Housing Opportunity Medium-Density Infill	Parking shall conform to the prototype site plan as described in Sec. 38-870(e)
<i>Civic Use Types</i>	
Administration	One space for 300 square feet of gross floor area.
Cemetery	No requirement.
Clubs	One space per four-person capacity in largest assembly area.
College/university	One space per three full-time students.
Convalescent services	One space for four beds.
Cultural services	One space per 500 square feet of gross floor area.
Day care services	One space per five-person capacity + one space per employee of largest shift.
Group care facility	One space per four-person capacity + one space per employee of largest shift.
Group home	One space per four-person capacity + one space per employee of largest shift.
Guidance services	One space per 300 square feet.
Health care	One space per 300 square feet + one space per employee of largest shift.
Hospitals	One space per two beds + one space per employee of the largest shift.
Maintenance facilities	See Schedule A.
Parks and recreation	Established by an approved site master plan.
Postal facilities	See Schedule A.
Primary education	One space per employee of largest shift + ten stalls for visitors.
Public assembly	One space per five-person capacity.
Religious assembly	One space per four-person capacity in largest assembly area.
Safety services	One space per employee of maximum shift + one stall per 1,000 square feet
Secondary education	One space per employee of maximum shift + one space for each three 11th and 12th grade students.

Table 38-940. Minimum Off-Street Parking Requirements

<i>Agricultural Use Types</i>	
Horticulture	One space per 1,000 square feet of sales area.
Crop/animal production	No requirement.
<i>Residential Use Types</i>	
Single-family residential	One space per dwelling unit
Duplex residential	One space per dwelling unit
Multifamily residential	One space per dwelling unit
Downtown residential	Not required
Group residential or boardinghouse	One space for each bedroom or resident, whichever is greater
Mobile home park	Two spaces per dwelling unit
Community recreation facilities	One space per 15 units
Retirement residents	One space per independent living unit; one-half space per assisted living unit
<b>Housing Opportunity Medium-Density Infill</b>	<b>Parking shall conform to the prototype site plan as described in Sec. 38-870(e)</b>
<i>Civic Use Types</i>	
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Cemetery	No requirement.
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Group home	One space per four-person capacity + one space per employee of largest shift.
Guidance services	One space per 300 square feet.
Health care	One space per 300 square feet + one space per employee of largest shift.
Hospitals	One space per two beds + one space per employee of the largest shift.
Maintenance facilities	See Schedule A.
Parks and recreation	Established by an approved site master plan.
Postal facilities	See Schedule A.
Primary education	One space per employee of largest shift + ten stalls for visitors.
Public assembly	One space per five-person capacity.
Religious assembly	One space per four-person capacity in largest assembly area.
Safety services	One space per employee of maximum shift + one stall per 1,000 square feet
Secondary education	One space per employee of maximum shift + one space for each three 11th and 12th grade students.

Utilities	One space per employee of maximum shift.
<i>Commercial Use Types</i>	
Agriculture sales/service	See Schedule A.
Auto and equipment rental and sales, equipment repair	See Schedule A.
Auto service	Three times service capacity.
Banquet hall	One space per three-person capacity.
Bed and breakfast	One space per rentable bedroom (see section 38-872(d)).
Body repair	Five spaces per repair stall.
Business support services	One space per 500 square feet.
Campground	One space per camping unit.
Cocktail lounge	One space per 50 square feet of customer service area.
Commercial recreation	One space per four-person capacity. For bowling alleys, three spaces per lane.
Communication services	One space per 500 square feet.
Construction sales	See Schedule A.
Consumer services	One space per 200 square feet.
Convenience storage	One space per 40 storage units.
Equipment sales/service	See Schedule A.
Food sales (all types)	One space per 200 square feet.
Funeral service	One space per five seats in principal auditorium.
General retail services	One space per 300 square feet
Liquor sales	One space per 200 square feet.
Lodging	One space per unit.
Personal improvement	One space per 250 square feet.
Personal services	One space per 250 square feet.
Pet services	One space per 500 square feet.
Restaurants (drive-in)	One space per 50 square feet of customer service area.
Restaurants (general)	One space per three-person capacity in dining area.
Stables/Kennels	One space per employee + one stall per 5,000 square feet of site area.
Surplus sales	See Schedule A.
Tearoom	One space per three-person capacity in dining area.
Trade services	One space per 500 square feet.
Travel centers	One space per 200 square feet in building + one space for each fueling station.
Truck stop	One space per 200 square feet in building + one space for each fueling station.
Veterinary services	One space per 500 square feet.
<i>Office Use Types</i>	
Corporate offices	One space per 300 square feet.
General offices	One space per 250 square feet.
Financial services	One space per 250 square feet
Medical offices	Greater of one space per 250 square feet.

<i>Miscellaneous Use Types</i>	
Broadcasting tower	See Schedule A.
Non-putrescible landfill	See Schedule A.
All landfills	See Schedule A.
<i>Industrial Use Types</i>	
Agricultural industries	See Schedule A.
Light industry	See Schedule A.
General industry	See Schedule A.
Heavy industry	See Schedule A.
Railroad facilities	See Schedule A.
Resource extractions	One space per employee on largest shift.
Salvage services	See Schedule A.
Warehousing	See Schedule A.
Construction yard	See Schedule A.

(c) Schedule A. This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics.

Function of Element	Requirements
Office or administration	One space per 300 square feet.
Indoor sales, display or service area	One space per 500 square feet.
Outdoor sales, display or service area	One space per 2,000 square feet.
Equipment servicing or manufacturing	One space per 1,000 square feet.
Indoor or outdoor storage or warehousing	One space per 5,000 square feet.

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

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

**SECTION TWENTY.** 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 TWENTY-ONE.** 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 the 5th day of April, 2022.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

<i>Miscellaneous Use Types</i>	
Broadcasting tower	See Schedule A.
Non-putrescible landfill	See Schedule A.
All landfills	See Schedule A.
<i>Industrial Use Types</i>	
Agricultural industries	See Schedule A.
Light industry	See Schedule A.
General industry	See Schedule A.
Heavy industry	See Schedule A.
Railroad facilities	See Schedule A.
Resource extractions	One space per employee on largest shift.
Salvage services	See Schedule A.
Warehousing	See Schedule A.
Construction yard	See Schedule A.

(c) Schedule A. This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics.

Function of Element	Requirements
Office or administration	One space per 300 square feet.
Indoor sales, display or service area	One space per 500 square feet.
Outdoor sales, display or service area	One space per 2,000 square feet.
Equipment servicing or manufacturing	One space per 1,000 square feet.
Indoor or outdoor storage or warehousing	One space per 5,000 square feet.

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

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**SECTION TWENTY.** 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 TWENTY-ONE.** 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
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

CITY OF OTTUMWA

Staff Summary

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

2022 MAR 31 PM 1:22  
10:10

Council Meeting of: April 5, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Darryl Seals*  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Ordinance No. 3193-2022. Proposed Ordinance Granting an Electric Transmission Franchise to ITC Midwest, LLC.

\*\*\*\*\*

\*\*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: April 5, 2022 – Pass and Adopt First Reading of Ordinance No. 3193-2022.

DISCUSSION: This is a proposed ordinance that will grant ITC Midwest, LLC. its' successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an electric transmission system for a period of 25 years.

For informational purposes on services provided by ITC I pulled the following from their home page.

“Through its regulated operating subsidiaries ITC Transmission, Michigan Electric Transmission Company, ITC Midwest and ITC Great Plains, ITC owns and operates high-voltage transmission infrastructure in Michigan, Iowa, Minnesota, Illinois, Missouri, Kansas and Oklahoma, and in development in Wisconsin. These systems serve a combined peak load exceeding 26,000 megawatts along 16,000 circuit miles of transmission line, supported by 700 employees and 1,000 contractors.

ITC is based in Novi, Michigan. For further information visit [www.itc-holdings.com](http://www.itc-holdings.com). ITC is a subsidiary of Fortis Inc., a leader in the North American regulated electric and gas utility industry. For further information visit [WWW.FORTISINC.COM](http://WWW.FORTISINC.COM).”

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

# 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

Public Hearing: Electric Transmission Franchise  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/19/22

Subscribed and sworn to before me, and in my presence, by the said 19th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$16.61

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING  
ELECTRIC TRANSMISSION  
FRANCHISE

The Ottumwa City Council shall meet at 5:30 P.M. on the 5th day of April 2022, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa, for the following purposes: 1. To hold a public hearing to receive public comments on the proposed grant of a new electric transmission franchise to ITC Midwest, LLC; and 2. To consider an Ordinance Granting to ITC Midwest, LLC, its Successors and Assigns, the Right and Non-Exclusive Franchise to Acquire, Construct, Erect, Maintain and Operate in the City of Ottumwa, Iowa, an Electric Transmission System for a Period of 25 Years. The proposed ordinance is on file and available for public inspection in the office of the City Clerk. Any and all residents and interested property owners are invited and encouraged to attend this hearing at the time and place mentioned above and to submit comments either orally, in writing, or both. For further information, please contact City Hall. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

PH Notice - Electric Transmission Franchise - ITC Midwest



**CITY OF OTTUMWA, IOWA  
ELECTRIC TRANSMISSION FRANCHISE**

**ORDINANCE NO. 3193-2022**

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Ottumwa, Wapello County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, and equipment for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa, Wapello County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Ottumwa, Wapello County, Iowa, for the period of twenty-five (25) years.

BE IT ORDAINED BY THE City Council of the City of Ottumwa, Wapello County, Iowa, hereinafter referred to as the "City":

**Section 1. Grant.**

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, and equipment for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years.

**Section 2. Indemnification.**

The Company shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon. However, the Company is not obligated to defend or indemnify the City for any claims, demands, losses, damages, costs and expenses arising from negligence on part of the City and its agents, employees, or contractors.

The company shall maintain commercial general liability insurance coverage, or its equivalent, through the term of this franchise, so as to protect and indemnify City from suits or claims arising out

of Company's negligent acts subject to policy terms and conditions. Such insurance shall be comprehensive in nature, including, but not limited to, contractual liability. In addition, such insurance shall contain limits not less than \$1,000,000 combined single-limit personal injury and property damage. Company's failure to meet this insurance requirement shall not relieve Company of its responsibilities under this franchise. Upon proof of financial responsibility to the reasonable satisfaction of City, Company may be allowed to self-insure the coverages indicated herein resulting from the negligent acts or omissions of Company, Company's agents or employees. Company shall provide City with certificates of insurance or a letter of self-insurance upon request.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the State of Iowa.

### **Section 3. Placement of Poles, Lines, Etc.**

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. Once a pole has been replaced by a new pole, the Company shall remove the obsolete pole within 90 days of the installation of the new pole. If the pole has not been removed within 90 days, the Company, at the City's request, will provide a written explanation and a date by which the pole will be removed, not to exceed 180 days from the date of installation of the new pole. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

### **Section 4. Excavations.**

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and comply with all applicable federal, state, county and city ordinance requirements. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

### **Section 5. Relocation.**

The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, or over any public streets, avenues, alleys and public places in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the streets, avenues, alleys and public places or any public improvement thereof, in or about any such streets, avenues, alleys and public places or reasonably promoting the efficient operation of any such improvement. Prior to requiring the Company to relocate its facilities, the City and Company shall meet to discuss the timeline and scope of the project. In the event the relocation of the Company's services cannot be accomplished within the timeframe desired by the City, the Company will notify the City and propose a date

by which its facilities will be relocated, not to exceed 180 days from the date the City and Company meet to discuss the project, unless mutually agreed.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall give the Company reasonable advance written notice to vacate a public right of way. Vacating a public right of way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company, and the City shall utilize reasonable efforts to assist Company in securing an easement or other continued rights of record to continue to operate and maintain its facilities upon such location.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

#### **Section 6. Street Abandonment or vacation; Utility Easements.**

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City will grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

#### **Section 7. Modern System.**

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition. The Company shall construct and maintain its transmission facilities in accordance with applicable law. The Company will maintain compliance with state and federal regulatory standards.

#### **Section 8. Tree Pruning or Removal**

The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time, and consistent with any then current vegetation clearance plan on file with the Iowa Utilities Board if and as may be required thereby.

#### **Section 9. Continuous Service.**

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

**Section 10. Non-exclusivity.**

The franchise granted by this Ordinance shall not be exclusive.

**Section 11. Undergrounding.**

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

If and when underground facilities of Company are replaced and/or upgraded, it shall be so at Company's cost. Underground facilities shall not be replaced or upgraded with overhead facilities, unless mutually agreed.

**Section 12. Severability.**

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**Section 13. Term of Agreement.**

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

**Section 14. Publication Expenses.**

The expense of the publication of this Ordinance shall be paid by the Company.

**Section 15. Repeal of Conflicting Ordinances.**

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

**Section 16. Acceptance.**

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

**Section 17. Closing.**

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF CITY CLERK**

I, City Clerk of the City of Ottumwa, Wapello County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Ottumwa city council held the \_\_\_\_ day of \_\_\_\_ 20 \_\_ , pertaining to the adoption of Ordinance No. \_\_\_\_\_; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. \_\_\_\_\_ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_ in the <CITY> <NEWSPAPER>; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. \_\_\_\_\_ was published on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_ in the <CITY> <NEWSPAPER>, a newspaper published at least once weekly and of general circulation in the City of <CITY>, <NAME> County, Iowa.

\_\_\_\_\_  
Clerk for the City of Ottumwa,

(SEAL)

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

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3194-2022: AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS

\*\*\*\*\*

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

RECOMMENDATION: Open the public hearing,  
Receive public comment,  
Close the public hearing,  
Pass first consideration of Ordinance No. 3194-2022.

DISCUSSION: At Commission meetings and in one-on-one conversations with Council members, interest was expressed in establishing a moratorium on new used car dealerships and dealer extension lots. A moratorium was established in 2015 and later repealed. This ordinance would re-establish a moratorium which would prevent Staff from issuing a certificate of zoning compliance for a new application for a used motor vehicle dealer lot or a

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

or a new dealer extension lot. Certificates of Zoning Compliance are required by the DOT to issue dealer licenses.

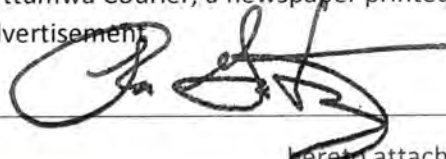
Concerns have been cited regarding proximity to residential development, screening, display density, etc. Staff would use the period during the moratorium to attempt to develop better regulations for car dealerships.



# 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



Ordinance No. 3194-2022 PH Notice

City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/24/22

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$14.42

## COPY OF ADVERTISEMENT

### NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday April 5, 2022 at City Hall in the City of Ottumwa, Iowa. A Public Hearing will be held on Ordinance No. 3194-2022: AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS. The Ordinance is available for viewing at the Planning Department, Room 204, City Hall located at 105 East Third Street, Ottumwa, Iowa. All persons interested in the above agenda items 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 Ordinance. FOR THE OTTUMWA CITY COUNCIL Chris Reinhard, City Clerk

DH-Ord. 3194-2022  
one year moratorium - issuance of cert. of zoning  
motor vehicle dealers.

**ORDINANCE NO. 3194-2022**

**AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS**

**WHEREAS**, the State of Iowa issues licenses for used motor vehicle dealer lots and dealer extension lots; and

**WHEREAS**, as part of the licensing process, an applicant must obtain a certificate of zoning compliance from the City in which the lot will be located; and

**WHEREAS**, the permitted uses and use definitions within the zoning code for the City of Ottumwa have not been reviewed or revised for a number of years; and

**WHEREAS**, the City would like to review its current zoning regulations and consider revisions which would create better compatibility between used automotive dealer lots and adjacent uses, including residential uses; and

**WHEREAS**, these revisions are necessary to promote the health, safety, morals and general welfare of the community; and

**WHEREAS**, because this moratorium relates to zoning regulations, it has been considered by the planning and zoning commission prior to coming to the City Council for approval; and

**WHEREAS**, the City Council would like to have an adequate amount of time to formulate these regulations prior to considering or approving the operation or development of any new Automotive Rental and Sale uses within the City of Ottumwa

**WHEREAS**, the City Council does not intend for this moratorium to prohibit the transfer of an existing used motor vehicle dealer lot or existing dealer extension lot to a new owner.

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

**SECTION ONE.** A one year moratorium is hereby placed on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots, **except for applications filed with respect to a used motor vehicle dealer lot or dealer extension lot that existed prior to the moratorium and that requires a new certificate of zoning compliance due to acquisition of the existing motor vehicle dealer lot or existing dealer extension lot by a new owner.**

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

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

**ORDINANCE NO. 3194-2022**

**AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS**

**WHEREAS**, the State of Iowa issues licenses for used motor vehicle dealer lots and dealer extension lots; and

**WHEREAS**, as part of the licensing process, an applicant must obtain a certificate of zoning compliance from the City in which the lot will be located; and

**WHEREAS**, the permitted uses and use definitions within the zoning code for the City of Ottumwa have not been reviewed or revised for a number of years; and

**WHEREAS**, the City would like to review its current zoning regulations and consider revisions which would create better compatibility between used automotive dealer lots and adjacent uses, including residential uses; and

**WHEREAS**, these revisions are necessary to promote the health, safety, morals and general welfare of the community; and

**WHEREAS**, because this moratorium relates to zoning regulations, it has been considered by the planning and zoning commission prior to coming to the City Council for approval; and

**WHEREAS**, the City Council would like to have an adequate amount of time to formulate these regulations prior to considering or approving the operation or development of any new Automotive Rental and Sale uses within the City of Ottumwa.

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

**SECTION ONE.** A one year moratorium is hereby placed on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots.

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

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

**SECTION FOUR.** 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.

PASSED on its first consideration the 5<sup>th</sup> day of April, 2022.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
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

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

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

Council Meeting of: Apr 5, 2022

Finance  
Department

Tina Jaegers  
Prepared By  
Tina Jaegers  
Department Head *TW*

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 84-2022 Authorizing all transfers for FY22

\*\*\*\*\*

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

\*\*The Print of Publication for each Page is required and included in the Staff Summary. If the Print of Publication is not included, the staff will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and Adopt Resolution No. 84-2022

DISCUSSION: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review and are included the FY22 budget.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 84-2022**

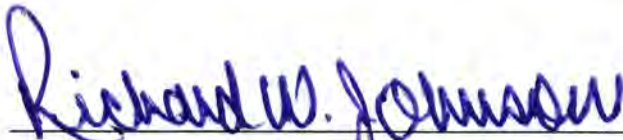
A RESOLUTION AUTHORIZING ALL TRANSFERS FOR FISCAL YEAR 2022.

WHEREAS, The City Finance Department, effective April 13, 2019, is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution and

WHEREAS, The City has budgeted transfers that are required to be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City Finance Director is authorized to make the required transfers.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF APRIL 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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



**CITY OF OTTUMWA**  
**BUDGET TRANSFERS FOR FY 22**

<b>Description</b>	<b>Account Number</b>	<b>Debit</b>	<b>Credit</b>
LOST 10% General Fund Relief	121-9-910-6910	370,000	
LOST 10% General Fund Relief	001-000-4830		370,000
Trf Emergency Taxes to General Fund	119-9-910-6910	172,835	
Trf Emergency Taxes to General Fund	001-000-4831		172,835
Benefit Transfer	112-9-910-6910	5,285,778	
Benefit Transfer to General Fund	001-000-4832		4,215,095
Benefit Transfer to Risk Management	129-000-4832		33,280
Benefit Transfer to Library	133-410-4832		263,168
Benefit Transfer to Cemetery	135-450-4832		82,197
Benefit Transfer to Road Use	110-000-4832		396,158
Benefit Transfer to Airport	131-280-4832		85,880
Benefit Transfer to Retiree Insurance	861-000-4832		210,000
Transfer to Dare Program from GF	001-9-910-6910	6,965	
Transfer to Dare Program from GF	175-116-4830		6,965
Transfer to Library Property Tax GF	001-9-910-6910	200,000	
Transfer to Library Property Tax GF	133-410-4000		200,000
Transfer to Cemetery Property Tax GF	001-9-910-6910	135,000	
Transfer to Cemetery Property Tax GF	135-450-4000		135,000
BVC Operating Subsidy GF	001-9-910-6910	115,500	
BVC Operating Subsidy GF	720-465-4000		115,500
Transfer Civic Center Tax Backfill	001-9-910-6910	2,625	
Transfer Civic Center Tax Backfill	720-465-4001		2,625
Transfer to Civic Center Taxes	001-9-910-6910	84,376	
Transfer to Civic Center Taxes	720-465-4008		84,376
Trf 411 Medical to Risk Mgmt	001-1-110-6160	28,291	
Trf 411 Medical to Risk Mgmt	001-1-112-6160	1,371	
Trf 411 Medical to Risk Mgmt	001-1-150-6160	116,974	
Trf 411 Medical to Risk Mgmt	129-660-4833		146,636
Trf to Road Use (LOST) ERSP	121-9-910-6910	1,150,000	
Trf to Road Use (LOST) ERSP	110-000-4830		1,150,000
Trf Westgate TIF to Debt Service	125-9-910-6910	480,710	
Trf Airport TIF to Debt Service	126-9-910-6910	234,000	
Trf Wildwood TIF to Debt Service	128-9-910-6910	149,328	
Trf TIF to Debt Service	200-000-4830		864,038
Trf LOST to Sewer Debt Service	121-9-910-6910	241,752	
Trf LOST to Sewer Debt Service	610-000-4830		241,752
Trf LOST to Series 2020 Sewer	121-9-910-6910	284,819	
Trf LOST to Series 2020 Sewer	610-000-4830		284,819
Trf LOST to Street Projects	121-9-910-6910	600,000	
Trf LOST to Street Projects	301-000-4830		600,000
Trf LOST to Sewer Phase 8 Construction	315-000-4830	1,000,000	
Trf LOST to Sewer Phase 8 Construction	121-9-910-6910		1,000,000
Trf from Aiport TIF to Airport Loan Repayment	126-9-910-6910	42,677	
Trf from Aiport TIF to Airport Loan Repayment	131-280-4830		42,677
Insurance Transfer Library Fund	129-9-910-6910	5,000	
Insurance Transfer Library Fund	133-410-4834		5,000
Insurance Transfer Cemetery Fund	129-9-910-6910	9,000	

Insurance Transfer Cemetery Fund	135-450-4834		9,000
Memorial Transfer-Cemetery	501-9-910-6910	1,900	
Memorial Transfer-Cemetery	135-450-4830		1,900
Perpetual Care Transfer-Cemetery	503-9-910-6910	10,000	
Perpetual Care Transfer-Cemetery	135-450-4314		10,000
Trf Landfill Series 2019 to Debt Service	670-9-910-6910	167,950	
Trf Landfill Series 2019 to Debt Service	200-000-4830		167,950
Trf Lagoon Series 2020 to Debt Service	610-9-910-6910	241,752	
Trf Lagoon Series 2020 to Debt Service	200-000-4830		241,752
Trf Sewer Series 2020 to Debt Service	610-9-910-6910	284,819	
Trf Sewer Series 2020 to Debt Service	200-000-4830		284,819
Trf Phase 8 Series 2020 to Debt Service	610-9-910-6910	133,909	
Trf Phase 8 Series 2020 to Debt Service	200-000-4830		133,909
Trf Phase 1 Series 2020 Sewer to Debt Service	610-9-910-6910	255,111	
Trf Phase 1 Series 2020 Sewer to Debt Service	200-000-4830		255,111
Transfer Sewer Replacement	610-9-910-6910	500,000	
Transfer Sewer Replacement	613-000-4830		500,000
Transfer to Recycling	670-9-910-6910	450,000	
Transfer to Recycling	673-843-4830		450,000
Transfer to Landfill Reserve	670-9-910-6910	50,000	
Transfer to Landfill Reserve	671-840-4830		50,000
Equipment Purchasing Transfer	131-2-280-6720	44,500	
Equipment Purchasing Transfer	110-2-210-6720	203,000	
Equipment Purchasing Transfer	110-2-240-6720	26,300	
Equipment Purchasing Transfer	110-2-242-6720	8,800	
Equipment Purchasing Transfer	110-2-270-6720	55,600	
Equipment Purchasing Transfer	135-4-450-6720	10,817	
Equipment Purchasing Transfer	840-000-4830		349,017
Transfer from Health Insurance to Dental Insurance	860-9-910-6910	35,136	
Transfer from Health Insurance to Dental Insurance	862-000-4830		35,136
Transfer from Health Insurance to Life Insurance	860-9-910-6910	35,000	
Transfer from Health Insurance to Life Insurance	863-000-4830		35,000
		13,231,595	13,231,595



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

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

Council Meeting of: Apr 5, 2022

Airport  
Department

JAY WHEATON

Prepared By  
DUKE BALL  
Department Head

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

AGENDA TITLE: Resolution # 92-2022 A resolution awarding the contract to Winger Contracting Company of Ottumwa Iowa for the Apron 2022 Improvements project at the Ottumwa Regional Airport.

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

RECOMMENDATION: Pass and adopt Resolution # 92-2022

DISCUSSION: This project will replace apron area already existing from the original Naval base in 1945. it will remove and replace approx. 48,365 sq. ft. of surface. Five bids were recieved ranging from \$415,445.00 to \$228,853.25. Bids were checked and reviewed by our consulting engineer Kirkham Michael and our Airport Advisory Board. Winger Contracting of Ottumwa is low bidder at \$228,853.25. The Iowa DOT Grant will reimburse the city 85% of the final project amount. The remaining 15% will be paid out of the Airport Fund Balance.

Source of Funds: 85% IDOT 15% Airport Fund

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION # 92-2022**

**A RESOLUTION AWARDING THE CONTRACT FOR THE APRON 2022 IMPROVEMENTS PROJECT AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

WHEREAS, Bids were checked and reviewed by our consulting engineer, Kirkham Michael and our Airport Advisory Board; and,

WHEREAS, The IDOT grant will reimburse the city 85% of the final project amount. With the remaining 15% coming from the Airport Fund Balance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Winger Contracting Company of Ottumwa, Iowa, in the amount of \$228,853.25.

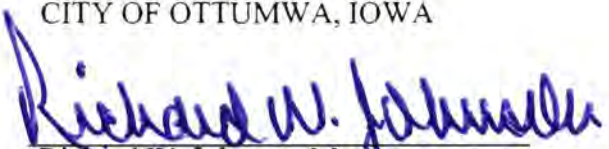
APPROVED, PASSED AND ADOPTED this 5th day of April 2022.

ATTEST:



  
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson Mayor

## BID TABULATION

**PROJECT:**

Apron 2022 Improvements  
 Ottumwa Regional Airport, Iowa  
 Iowa DOT Project Number: 9I2000TM100  
 Iowa DOT Contract Number: 23374

**ENGINEER:**

Kirkham Michael  
 4390 114th Street  
 Urbandale, Iowa 50322

**KM PROJECT NO.:**

2111230

**DATE OF BID OPENING:** March 17, 2022 at 11:00 AM

Description	Quantities	Units	Engineer's Opinion		Winger Contracting - Ottumwa		TK Concrete - Pella	
			Unit Cost	Total	10% Bid Bond		10% Bid Bond	
					Unit Cost	Total	Unit Cost	Total
<b>BASE BID (Items 1 thru 7)</b>								
1 Traffic Control, Mobilization, and Safety	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 17,400.00	\$ 17,400.00	\$ 30,000.00	\$ 30,000.00
2 Pavement Removal	2,905	SY	\$ 7.00	\$ 20,335.00	\$ 7.00	\$ 20,335.00	\$ 12.00	\$ 34,860.00
3 Subgrade Preparation, 12-Inch	2,645	SY	\$ 3.00	\$ 7,935.00	\$ 2.40	\$ 6,348.00	\$ 3.00	\$ 7,935.00
4 5-Inch Subbase - Asphalt Millings	2,645	SY	\$ 4.00	\$ 10,580.00	\$ 2.30	\$ 6,083.50	\$ 8.00	\$ 21,160.00
5 5-Inch Modified Subbase	2,645	SY	\$ 7.00	\$ 18,515.00	\$ 6.15	\$ 16,266.75	\$ 8.00	\$ 21,160.00
6 7-Inch PCC Apron Paving	2,645	SY	\$ 52.00	\$ 137,540.00	\$ 56.00	\$ 148,120.00	\$ 60.00	\$ 158,700.00
7 5-Inch PCC Terminal Paving	260	SY	\$ 54.00	\$ 14,040.00	\$ 55.00	\$ 14,300.00	\$ 50.00	\$ 13,000.00
<b>Total Base Bid (Items 1 thru 7)</b>				<b>\$228,945.00</b>		<b>\$228,853.25</b>		<b>\$286,815.00</b>

Description	Quantities	Units	Joiner Const. - Plano		Screed Tech - Fairbury, NE		Holzworth Conc. - W. Des Moines	
			10% Bid Bond		10% Bid Bond		10% Bid Bond	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>BASE BID (Items 1 thru 7)</b>								
1 Traffic Control, Mobilization, and Safety	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
2 Pavement Removal	2,905	SY	\$ 14.00	\$ 40,670.00	\$ 10.00	\$ 29,050.00	\$ 19.00	\$ 55,195.00
3 Subgrade Preparation, 12-Inch	2,645	SY	\$ 10.00	\$ 26,450.00	\$ 16.00	\$ 42,320.00	\$ 5.00	\$ 13,225.00
4 5-Inch Subbase - Asphalt Millings	2,645	SY	\$ 3.00	\$ 7,935.00	\$ 6.00	\$ 15,870.00	\$ 9.00	\$ 23,805.00
5 5-Inch Modified Subbase	2,645	SY	\$ 15.00	\$ 39,675.00	\$ 12.00	\$ 31,740.00	\$ 14.00	\$ 37,030.00
6 7-Inch PCC Apron Paving	2,645	SY	\$ 80.00	\$ 211,600.00	\$ 85.00	\$ 224,825.00	\$ 90.00	\$ 238,050.00
7 5-Inch PCC Terminal Paving	260	SY	\$ 60.00	\$ 15,600.00	\$ 80.00	\$ 20,800.00	\$ 89.00	\$ 23,140.00
<b>Total Base Bid (Items 1 thru 7)</b>				<b>\$391,930.00</b>		<b>\$394,605.00</b>		<b>\$415,445.00</b>

Math Error

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

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

Council Meeting of: Apr 5, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 95-2022 - Approving an Agreement with Greater Ottumwa Partners In Progress (GOPIP) for Provision of Economic Development Services

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 95-2022

DISCUSSION:

Previously the City contracted with the Ottumwa Economic Development Corporation (OEDC) for support with economic development services on behalf of the City. OEDC was one of the organizations that merged to create GOPIP and continued providing the services to the City. The service agreement with OEDC/GOPIP expired on June 30, 2020. The City is currently under an agreement with GOPIP scheduled to end on June 30, 2022. This agreement was focused on the establishment of GOPIP and executive director position. With the pending expiration of the current obligations and the continued desire to have GOPIP provide support related to economic development, city staff has negotiated a successor agreement (attached for reference).

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

The agreement has been reviewed by legal counsel and has been approved by the GOPIP board. The "one-year" agreement is an improvement over the prior OEDC agreement, including identified deliverables. In addition to the base level of services, there are a few special projects with a request for financial support not to exceed \$20,000 in total for these projects.

It is hereby requested that this agreement would begin upon execution and run through June 30, 2023. This would include five quarterly payments of \$10,000 or a total of \$50,000 for related economic development services in addition to reimbursement for special projects as outlined in the Agreement.

**RESOLUTION NO. 95-2022**

**RESOLUTION APPROVING AN AGREEMENT WITH  
GREATER OTTUMWA PARTNERS IN PROGRESS FOR  
PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

**WHEREAS**, the City of Ottumwa has been receiving economic development services from Greater Ottumwa Partners In Progress (GOPIP); and

**WHEREAS**, the current agreement related to financial support terminates on June 30, 2022; and

**WHEREAS**, the City desires to continue the relationship for economic development services provided by GOPIP; and

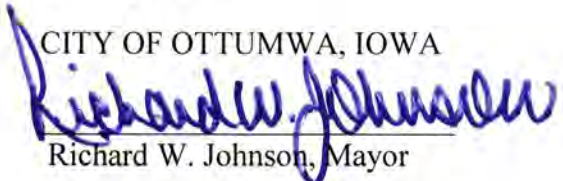
**WHEREAS**, staff has negotiated the attached agreement, which has been reviewed by legal counsel.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and GOPIP be hereby approved to begin upon execution for a total of five quarterly payments of \$10,000.

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

APPROVED, PASSED AND ADOPTED, this 5<sup>th</sup> day of April, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**GREATER OTTUMWA PARTNERS IN PROGRESS  
AGREEMENT WITH THE CITY OF OTTUMWA**

This Agreement is made and entered into by and between the City of Ottumwa, Iowa, an Iowa municipal corporation (the "City") and Greater Ottumwa Partners in Progress, an Iowa non-profit corporation ("GOPIP").

WITNESSETH:

WHEREAS, GOPIP was created as an economic development catalyst, the volunteer members of which are citizens, unions, businesses and organizations who invest in the corporation; and

WHEREAS, the City and GOPIP desire to promote continued economic development within the community, and seek to promote economic development by retaining existing industry and attracting new business and industry to the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

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

WHEREAS, the City and GOPIP believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which GOPIP is being assisted, under the terms and conditions set forth herein..

IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and continue through June 30, 2023.
2. **REPORTS.** GOPIP agrees to submit an annual report to the City by December 1 of each of the years during the term of this Agreement, commencing December 1, 2022.
3. **SCOPE OF SERVICES.** In addition to the routine services provided for under the general membership of the corporation, GOPIP shall serve as the Economic Development Coordinator for the City. GOPIP shall complete core economic development services ("Economic Development Services"), consistent with the goals of the City and to be performed at the discretion of GOPIP staff with oversight from the GOPIP Board of Directors. The Economic Development Services to be provided by GOPIP to the City include, but are not limited to:

- a. Recruitment efforts that will enhance and facilitate capital accumulation within the City. Said recruitment efforts may encompass trade shows, conferences & seminars, cold calls, and directed marking to potential businesses of an industrial nature.
- b. Business retention activities within the City. This may consist of personal site visits to site selectors, existing manufacturing enterprises to ascertain the tools GOPIP can utilize to answer, to the best of its ability regulatory issues, address issues of importance, or navigate financial assistance for qualifying programs.
- c. Assisting existing industry in expansions or relocation within the City and aggressively pursuing qualified leads and/or Requests For Information (RFI's) for commercial and industrial prospects.
- d. Cooperating with state government, economic development agencies and regional planning commissions in attracting commercial and industrial enterprises to the City or region.
- e. Acquiring and/or holding real estate for future development, transfer, or resale. This may include the construction or renovation of properties.
- f. Coordinating and collaborating with the activities of companion organizations (i.e., Main Street Ottumwa and Meet Ottumwa) and other volunteers of GOPIP. This would include activities such as fundraising, marketing, business assistance, education, promotion, and community events.
- g. Advising the City concerning programs and initiatives to promote future economic development in the City, including programs to most effectively retain existing business, attract new, or expand existing, commercial and industrial businesses in the City.
- h. Ensuring availability of high-quality sites and buildings for existing companies wanting to expand and new businesses seeking to locate.
- i. Executing an enhanced sales and marketing plan to attract new business opportunities within targeted industries to the Greater Ottumwa region.
- j. Representing the City at state and regional conferences dealing with subjects that are relevant to the City's economic development efforts.
- k. Executing high-value communications and education to enhance regional stakeholders' understanding of the Economic Development team's mission and accomplishments.
- l. Coordinating and sharing information with the City Administrator (or their designee) to ensure timely communication, cooperation, and a seamless transfer for development and expansion of business and industry.
- m. Provide quarterly presentations at a meeting of the City Council regarding the activities and successes of GOPIP<sup>1</sup>. Share other relevant data such as the annual budget, audit, and strategic plans for GOPIP.
- n. Complete the metrics/deliverables identified on Appendix A attached hereto and made a part hereof.

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<sup>1</sup> It is understood that some prospective businesses may not want a public announcement to be made of an inquiry or request for information and it is agreed that GOPIP shall be considered to be in compliance with this Agreement if specific inquiries are not disclosed publicly as part of such presentations until disclosure is authorized by the prospective or existing business or industry.



4. **NO AGENCY.** The City shall neither have nor exercise any control or direction over the methods and practices of GOPIP staff, except as set forth herein. The decision to hire, supervise and direct the staff of GOPIP shall be solely the responsibility of the Board of Directors of GOPIP and their internal policies and procedures. The City reserves the right to give performance information to the Board of Directors of GOPIP (as requested) to aid in their management of staff.
5. **NO COMMITMENT.** GOPIP shall not commit City to: (i) any legislative act, (ii) any use of City funds, (iii) sale or lease of City property or other property, nor (iv) otherwise obligate City in any way to any action, express or implied.
6. **PRIVATE INVESTMENT.** Both entities understand the importance of private sector dollars for the advancement of regional economic development. To that end, GOPIP shall actively seek new and retain existing investors and partnerships to the extent possible. Further, GOPIP shall accept membership contributions and/or project grant funds from any person, firm, or corporation otherwise eligible according to the by-laws of GOPIP.
7. **CITY COVENANTS.** City agrees to complete the following, subject to the City's completion of all legislative processes (such as public hearings) and approval by the City Council of the particular action, to the extent required for each of the following:
  - a. Coordinate economic development inquires with GOPIP and establish next steps in the development process for each entity.
  - b. Communicate to the Executive Director of GOPIP the City's economic development activities and the City's goals and objectives for future economic development.
  - c. Ensure staff access as needed for consultation and assistance in connection with Economic Development services.
  - d. Designate one individual from a pool of City staff or the mayor to be a voting member of the Board of Directors of GOPIP.
  - e. Provide comprehensive information regarding availability of City-owned lots and properties for development and/or sale.
  - f. Establish urban renewal districts, grants, and other mechanisms for financial assistance relating to economic development incentives.
8. **FUNDING FOR ECONOMIC DEVELOPMENT SERVICES.** In exchange for GOPIP's provision of the Economic Development Services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to GOPIP being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide GOPIP with funding as follows:
  - a. Annual Services. The City agrees to provide \$40,000 to GOPIP for Economic Development Services completed annually, payable in four (4) \$10,000 installments, to be paid quarterly by the City to GOPIP by the first business day of each quarter.
  - b. Special Project Expenses. Furthermore, the City agrees to reimburse GOPIP for expenses related to specific projects, provided GOPIP shall submit invoices and detailed documentation for such expenses to the City for review and approval by the City. Subject to confirmation, in the City's sole

discretion, that the invoiced expenses were related to and appropriate expenses for the special project, the City shall reimburse GOPIP an amount equal to the expenses shown on the invoice(s) within thirty days of the City's receipt of each invoice, but not to exceed the following aggregate amounts for each special project:

1. GOPIP Website Redesign (further described in "2" on Appendix A)  
– Up to \$10,000
  2. Church Street Rehabilitation – Up to \$5,000
  3. Women Entrepreneur Event (further described in "4" on Appendix A) – Up to \$5,000
- c. In the event that costs for any of the special projects identified in subsection (b) above are anticipated to exceed the amounts that may be reimbursed by the City (as set forth in subsection (b)), then GOPIP and the City agree to work cooperatively and collaboratively to determine the level of continued interest in the particular project and negotiate responsibility for the additional anticipated cost (which may include a proposed amendment to this Agreement to increase the amount of funding provided by the City for the project).
- 9. WAIVER OF WARRANTY.** GOPIP warrants and represents only that staff will work diligently to perform the Economic Development Services required by this agreement. GOPIP makes no warranty or representation that the Economic Development Services performed pursuant to this Agreement will produce results desired by the City.
- 10. INDEMNIFICATION AND INSURANCE.** GOPIP shall provide adequate coverage to insure its operations. Further, GOPIP shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless GOPIP and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the performance of this Agreement, except to the extent related to neglect or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
- 11. CONFLICT OF INTEREST.** GOPIP shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use. No City employee may be hired or paid with funds derived directly or indirectly through this Agreement.
- 12. RIGHT OF FIRST REFUSAL.** By the nature of this Agreement GOPIP is primarily serving the City of Ottumwa. As such, development opportunities and RFI's should be discussed with the City Administrator or their designee to determine availability and best fit within the City of Ottumwa prior to researching areas within the Greater Ottumwa region. Once it has been determined that a project would not work within the City for any one of a variety of reasons, GOPIP staff may identify suitable locations within neighboring communities.

**13. GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

**14. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently delivered if made in writing and sent by first class mail or personal service to:

**FOR THE CITY**

City of Ottumwa  
Attn: City Administrator  
105 East Third Street  
Ottumwa, IA 52501

**FOR GOPIP**

Greater Ottumwa Partners in Progress  
Attn: Executive Director  
217 East Main Street  
Ottumwa, IA 52501

**15. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, if no default under this Agreement has occurred, the City agrees to pay GOPIP a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then GOPIP shall return to the City the prorated portion of the advance payment for services not rendered before the termination.

**16. POSSESSION, USE AND DISCLOSURE OF INFORMATION.**

- a. GOPIP acknowledges that during the engagement, staff will have access to and become acquainted with information, records and specifications owned by the City or used by the City in connection with the operation of its affairs including, without limitation, the City's processes, methods and procedures. GOPIP shall not cause or permit to be divulged to any person, corporation or other entity information gained by GOPIP staff in the performance of the Economic Development Services for the City, unless such information has been independently released to the public by the City. GOPIP requests the same courtesy regarding information disclosed by its staff to the City of Ottumwa, subject to the requirements of Iowa Code Chapter 22 (the "Open Records Law").
- b. The City shall provide notice to GOPIP of any request received by the City under the Open Records Law that may concern or include documents or information provided by GOPIP related to this Agreement. Following such notification to the GOPIP, the City shall allow at least ten (10) calendar days prior to responding to such request, within which period GOPIP may file an action in Wapello County District Court seeking the entry of a declaratory order or injunction to protect and keep confidential such documents or information that GOPIP believes should be confidential and excluded from disclosure under the Open Records Law. Absent such action and the entry of a court order declaring a portion or portions of the information confidential, the documents responsive to the Open Records Law request will be released by the City for examination to the extent required by Iowa Code Chapter 22. GOPIP shall indemnify the City for any fines, attorney's fees and court costs the City may incur or that may be awarded against the City as a result of complying with the GOPIP's request for confidentiality.

- c. All files, records, documents, information, letters, notes, media lists, original artwork, creative, notebooks, and similar items relating to the business of the City, whether prepared by GOPIP or otherwise coming into GOPIP's possession, shall remain the exclusive property of the City. Upon termination of this Agreement, or whenever requested by the City, GOPIP shall immediately deliver to the City all such files, records, documents, information, and other items in the possession of or under the control of GOPIP.

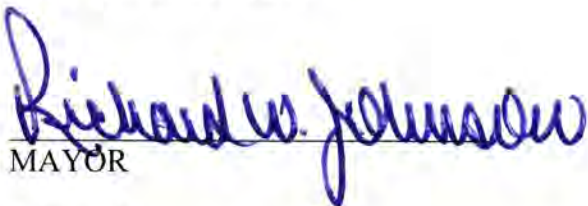
**17. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.

**18. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and GOPIP.

**19. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

**20. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

CITY OF OTTUMWA

  
MAYOR

ATTEST:

  
CITY CLERK

Dated this 5th day of  
April, 2022.

GREATER OTTUMWA  
PARTNERS IN PROGRESS

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
TREASURER or VICE PRESIDENT

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

## **Appendix A: Metrics/Deliverables**

- 1) By 11/01/22 develop a standard form for reporting GOPIP deliverables
- 2) By 12/31/2022, redesign the GOPIP website (i.e., virtual tours, 3D and immersive video, project directory, community profiles, etc.), small business support through FREE Digital Media Marketing program, and other marketing materials such as establishing podcast content covering current and local topics in Economic Development and the Greater Ottumwa region.
- 3) By 3/31/23, GOPIP will create an economic development committee consisting of a cross section of interested community partners, including city staff. This committee will meet regularly, assign projects and measurables which are directly linked to Ottumwa's 2040 Comprehensive Plan such as:
  - a. Airport assessment and planning
  - b. Rail port relocation
  - c. Assessment and design plan for Oxbow District\* (includes Church St)
  - d. Assist with elevating property values through marketing, sale and/or development of Helgerson Flats and other city/county/private properties
  - e. Assist with housing development or neighborhood revitalization in areas such as coordinating incentive documents, similar to industrial expansion, attraction, and retention incentives (available in print or digital mediums)
  - f. Lead the activities of the Childcare Coalition
  - g. Develop facilitated industrial discussions (especially during Manufacturing Week)
  - h. Continued engagement with the industries at the Eddyville complex for purposes of relationship building, funding opportunities, and community awareness – Indian Hills Regional Development (monthly meeting to discuss issues)
  - i. Continued one-on-one annual assessments of top tier manufacturers in Ottumwa to gauge retention and/or expansion options
- 4) By May 15, 2023, establish an event focused on opportunities for women entrepreneurs (the "Women Entrepreneur Event").
- 5) Attend the Mid-America EDC annual site selector conference.
- 6) Increase number of new investors by 5% by the end of the fiscal year.
- 7) Retain a minimum of 90% GOPIP investors.

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 97-2022: A RESOLUTION RELEASING A REQUEST FOR QUALIFICATIONS FOR HISTORIC PRESERVATION PLANNING PROFESSIONAL SERVICES TO DEVELOP A HISTORIC PRESERVATION PLAN FOR THE CITY OF OTTUMWA, IOWA

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 97-2022.

DISCUSSION: The Our Ottumwa 2040 Comprehensive Plan identified a need for a Historic Preservation Plan for the City of Ottumwa. The City's Historic Preservation Commission has become much more active over the last 4 years and this plan would facilitate their continued progress. \$20 thousand toward funding a plan is included in the CIP proposal. This resolution would release the Request for Qualifications to identify a professional

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

services contractor for the plan. Responses would be due May 6, 2022.

Desired plan elements include:

1. Strong efforts to solicit and interpret public input. Public input should include a community survey and focus groups/listening sessions with residents and business owners in the historic districts.
2. A public policy review which includes a review of local ordinances and state and federal laws which impact preservation in Ottumwa. Areas of focus for a policy review should include:
  - a. Local designation for landmarks of local historic significance,
  - b. Demolition of historically significant properties,
  - c. Design standards for zoning overlay districts.
3. An integrity and existing conditions report on previously identified historic resources including the seven historic districts.
4. Design method and financing recommendations for brick street reconstruction.
5. Identification of potential historic resources for future survey, nomination and/or continued preservation.
6. Development or description of a model for evaluating the economic impact of historic preservation.
7. Specific recommendations for the City and its partners which would be the basis of a workplan for historic preservation within the City of Ottumwa.

RESOLUTION NO. 97-2022

A RESOLUTION RELEASING A REQUEST FOR QUALIFICATIONS FOR HISTORIC PRESERVATION PLANNING PROFESSIONAL SERVICES TO DEVELOP A HISTORIC PRESERVATION PLAN FOR THE CITY OF OTTUMWA, IOWA

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* identified the need for a Historic Preservation Plan for the City of Ottumwa; and

WHEREAS, the City of Ottumwa is a Certified Local Government with Historic Preservation Commission that works to advocate and educate on preservation as well as to support policymaking which improves preservation; and

WHEREAS, sound Historic Preservation practice produces social, economic and quality of life benefits for the community by influencing property values, placemaking, tourism, safety and more;

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

The Request for Qualifications for Historic Preservation Planning Professional Services to Develop a Historic Preservation Plan for the City of Ottumwa, Iowa be released for responses.

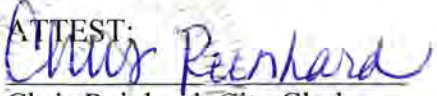
Approved, passed and adopted this 5th of April 2022.

CITY OF OTTUMWA, IOWA

BY

  
Richard W. Johnson, Mayor

ATTEST:

  
Chris Reinhard, City Clerk





**City of Ottumwa, Iowa**

**Request for Qualifications:**

**Historic Preservation Planning Professional Services to Develop a  
Historic Preservation Plan for the City of Ottumwa, Iowa**

**Date: April 6, 2022**

**I. Project Introduction**

The City of Ottumwa seeks qualified planning professionals with experience in historic preservation planning to develop a citywide Historic Preservation Plan.

**II. Project Location and Current Initiatives**

The City of Ottumwa is a community of 25 thousand along the Des Moines River in southeast Iowa. Ottumwa has an active Historic Preservation Commission and is a participant in the Certified Local Government program. Our seven National Register historic districts include four residential districts, two commercial districts and a cemetery. Ottumwa is also home to the Iowa Heartland Historic Connection, a regional historical museum and research center.

Ottumwa's Historic Preservation Commission has recently sought to take a more active role in policymaking, advocacy and education. Recent initiatives include:

1. Adding a five-year, 100-percent tax abatement for approved rehabilitation work on contributing residential historic properties,
2. Developing a historic structure report for the city-owned First National Bank to aid in directing that property to a buyer that will complete a historic rehabilitation,
3. Holding neighborhood meetings in the historic districts to share updates, solicit feedback and develop a sense of neighborhood identity,
4. Hosting a tour of the Cemetery Historic District during Historic Preservation Month.

**III. Project Description**

The selected firm or team will work with City staff to develop an action-ready plan for historic preservation activities for 2022 through 2032. Desired plan elements include:

1. Strong efforts to solicit and interpret **public input**. Public input should include a community survey and focus groups/listening sessions with residents and business owners in the historic districts.
2. A **public policy review** which includes a review of local ordinances and state and federal laws which impact preservation in Ottumwa. Areas of focus for a policy review should include:
  - a. Local designation for landmarks of local historic significance,
  - b. Demolition of historically significant properties,
  - c. Design standards for zoning overlay districts.

3. An **integrity and existing conditions** report on previously identified historic resources including the seven historic districts.
4. Design and financing recommendations for **brick street reconstruction**.
5. Identification of **potential historic resources** for future survey, nomination and/or continued preservation.
6. Development or description of a **model for evaluating the economic impact** of historic preservation.
7. Specific **recommendations** for the City and its partners which would be the basis of a workplan for historic preservation within the City of Ottumwa.

This project may be contingent on the City being awarded a 2022 Certified Local Government Grant by the State Historical Society of Iowa. RFQ response materials from the selected applicant may be included in the CLG grant application. That grant round opens in June 2022.

#### IV. Submission Requirements

All respondents wishing to receive consideration must submit, in writing, the following information:

1. A **detailed description of the project team**, which includes descriptions and resume/background information for all principals and their proposed level of involvement.
2. **Demonstrated experience in delivering preservation planning work product**, especially in the context of communities of similar size and character.
3. An **estimate of project cost** for the scope of work described in Section III.
4. A **project timeline**.
5. Firms should **identify any relevant sub-consultants** they propose to engage for this project and describe the experience of those consultants.
6. A statement or section that **articulates the respondent's understanding of the nature of the project**.
7. Description of **any special conditions** the respondent proposes to include in the professional services agreement.

#### V. Selection Process

An evaluation committee comprised of City staff and members of the Historic Preservation Commission will review all applications. The committee will factor both cost and quality of demonstrated experience and qualification. The committee will select one RFQ response and bring that proposal to the City Council for consideration.

#### VI. Timetable

- **April 6, 2022:** RFQ Released.
- **April 20, 2022 4:30PM CDT:** Email Questions Due to Zach Simonson.

- **April 22, 2022 4:30PM CDT:** Complete list of questions received by email and answers will be sent to prospective respondents and attached to the RFQ posting on the City website.
- **May 6, 2022 4:30PM CDT:** RFQ responses due.
- **May 9-13, 2022:** RFQ responses evaluated. Evaluation committee may schedule interviews with some or all respondents.
- **May 13, 2022:** Evaluation committee will announce selection.
- **May 17, 2022:** City Council will consider agreement with selected firm or team. Agreement may be contingent on the CLG Grant.
- **June 2022:** City will pursue CLG Grant if necessary.

VII. Contact Information and Questions

Please contact Zach Simonson with any questions prior to April 20, 2022. Any substantive questions and answers will be distributed to all RFQ respondents on April 22, 2022.

Zach Simonson, Community Development Director  
Phone: (641) 683-0694  
Email: [simonsonz@ottumwa.us](mailto:simonsonz@ottumwa.us)

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

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

Council Meeting of: Apr 5, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 100-2022: A RESOLUTION RELEASING A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR MISSING MIDDLE MEDIUM DENSITY INFILL AND MARKET-RATE SINGLE FAMILY HOUSING SITE PLAN PROTOTYPES, DRAWINGS, SPECIFICATIONS AND COST ESTIMATES

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 100-2022.

DISCUSSION: The 2022 Ottumwa Housing Plan recommended a medium-density infill prototype program to incentivize development of missing-middle housing. Such a program would develop prototype site plans for medium-density housing and permit anyone who builds to the prototype to build on nearly any vacant infill lot. In addition to medium-density prototypes, Mission 500 meetings with developers have demonstrated concerns about design costs

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

for the development of single family housing as well.

This RFQ would seek professional architectural services to develop prototype site plans for both types of housing. These would be made available to developers participating in the City's housing programs. Responses would be due May 6.

RESOLUTION NO. 100-2022

A RESOLUTION RELEASING A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR MISSING MIDDLE MEDIUM DENSITY INFILL AND MARKET-RATE SINGLE FAMILY HOUSING SITE PLAN PROTOTYPES, DRAWINGS, SPECIFICATIONS AND COST ESTIMATES

WHEREAS, the *2022 Ottumwa Housing Plan* recommended a medium-density infill prototype program to incentivize development of Missing Middle housing; and

WHEREAS, the City seeks to incentivize the development of single family market-rate housing; and

WHEREAS, the City wishes to obtain professional architectural services for developing Missing Middle Medium Density Infill and market-rate single family housing site plan prototypes, drawings, specifications and cost estimates;

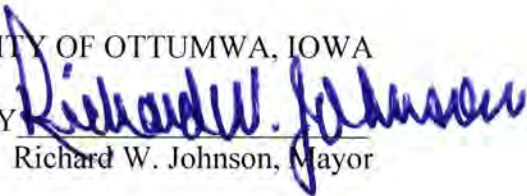
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that:

The Request for Qualifications for Architectural Services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications and Cost Estimates be released for responses.

Approved, passed and adopted this 5th of April 2022.

CITY OF OTTUMWA, IOWA

BY



Richard W. Johnson, Mayor

ATTEST:

  
Chris Reinhard, City Clerk

**City of Ottumwa, Iowa**

**Request for Qualifications:**

**Architectural Services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications and Cost Estimates**

**Date: April 6, 2022**

**I. Project Introduction**

The City of Ottumwa seeks professional architectural services to develop site plan prototypes and drawings and specifications for two ongoing housing programs.

**II. Project Location and Current Initiatives**

The City of Ottumwa is a community of 25 thousand along the Des Moines River in southeast Iowa. The City recently adopted the *2022 Ottumwa Housing Plan* with a goal of creating 500 units of housing before 2030.

The Housing Plan found that the Ottumwa housing market experiences the so-called “missing middle” phenomenon where a lack of units affordable to middle income families forces higher earners to compete with lower earners for the same units, hurting both demographics. One approach proposed for addressing this missing middle is providing incentives and cutting red tape for middle-density infill development. This project would develop site plan prototypes to be approved by Council which could be constructed on any infill lot without variance or other approval. In addition to site plan prototypes, the City seeks to develop drawings, specifications and cost estimates for each site plan. As this would be a new product on the market, these materials would assist developers in taking on and financing projects. The prototype project was inspired by the [Missing Middle Housing Types for Chattanooga](#) report prepared in 2016.

Additionally, local builders have identified design costs as an opportunity for closing the gap between what it what it costs to create single-family housing and what that housing can fetch at market. The City seeks to develop a set of drawings, specifications and cost estimates for single-family houses. These designs would be made available to builders to reduce design costs. Further, as these designs would already be reviewed, building permit fees would also be reduced or eliminated to account for completed plan review.

Both of these projects fit within a network of new incentives the City has proposed in pursuit of Mission 500, our goal of achieving the 500 new units of housing called for the Housing Plan. These incentives include:

- Build Ottumwa: A new program to provide a \$10,000 economic development grant for the construction of each new single-family home.
- Housing Opportunity Medium Density Demonstration Projects: Economic development grants available on a per-unit basis for demonstration projects which utilize the Missing Middle Housing Opportunity Medium Density Site Plan Prototypes.

### III. Project Description

The selected firm or team will work with City staff to develop architectural work product for two housing projects:

1. Missing Middle Housing Opportunity Medium Density Infill:
  - a. The selected firm or team will develop site plan prototypes for middle-density infill housing. The City desires at least four prototypes. The selected firm or team should submit rough concepts to City staff for review before preparing final site plan prototypes. Site plan prototypes shall include:
    - i. At least two units of housing per concept. At least three concepts should include three or more units,
    - ii. Any combination of the following: single-family attached units, townhouse units, duplex units, multifamily units, accessory dwelling units, cottages,
    - iii. Concepts may feature but are not required to feature common space, space for home-occupations or other amenities,
    - iv. Concepts which are suitable for interior and corner lots at least 45 feet wide and 100 feet deep,
    - v. Concepts with at least 1.5 spaces of on- or off-street parking per unit,
    - vi. An attractive, full-color site plan including the dimensions of key features,
    - vii. A simple, attractive, full-color render of each concept,
    - viii. A short narrative description of each concept.
  - b. Staff will bring site plan prototypes to the Council for approval by resolution. For each approved site plan, the City seeks drawings, specifications and cost estimates. Drawings should require minimal site specific adjustment, such as for utilities, but be otherwise ready for permit review.
2. Market Rate Single Family Housing:
  - a. The selected firm or team will develop at least two for single family housing. For each concept the City seeks drawings, specifications and cost estimates. Concepts shall include:
    - i. At least one two-bedroom and at least one three-bedroom concept,
    - ii. Concepts which are suitable for interior and corner lots at least 45 feet wide and 100 feet deep,
    - iii. An attractive, full-color site plan including the dimensions of key features,
    - iv. A simple, attractive, full-color render of each concept,
    - v. A short narrative description of each concept.

All design product shall meet all State and Federal requirements as well as all City of Ottumwa Building, Housing, Electrical, Plumbing and Mechanical codes requirements and conform to all applicable local codes, ordinances, regulations and standards including the Americans with Disabilities Act and the Iowa State Energy Code.



#### IV. Submission Requirements

All respondents wishing to receive consideration must submit, in writing, the following information:

1. A **detailed description of the project team**, which includes descriptions and resume/background information for all principals and their proposed level of involvement. The professional(s) assigned shall be fully qualified and licensed as required.
2. **Demonstrated experience in delivering architectural work product**, especially in the context of housing.
3. An **estimate of project cost** for the minimum scope of work described in Section III. Estimated costs for additional building prototypes for Project 1 or single family housing concepts for Project 2 can be included as an optional, second estimate.
4. A **project timeline**.
5. Firms should **identify any relevant sub-consultants** they propose to engage for this project and describe the experience of those consultants.
6. A statement or section that **articulates the respondent's understanding of the nature of the project**.
7. Description of **any special conditions** the respondent proposes to include in the professional services agreement.

#### V. Selection Process

An evaluation committee comprised of City staff will review all applications. The committee will factor both cost and quality of demonstrated experience and qualification. The committee will select one RFQ response and bring that proposal to the City Council for consideration.

#### VI. Timetable

- **April 6, 2022:** RFQ Released.
- **April 20, 2022 4:30PM CDT:** Email Questions Due to Zach Simonson.
- **April 22, 2022 4:30PM CDT:** Complete list of questions received by email and answers will be sent to prospective respondents and attached to the RFQ posting on the City website.
- **May 6, 2022 4:30PM CDT:** RFQ responses due.
- **May 9-13, 2022:** RFQ responses evaluated. Evaluation committee may schedule interviews with some or all respondents.
- **May 13, 2022:** Evaluation committee will announce selection.
- **May 17, 2022:** City Council will consider agreement with selected firm or team.

VII. Contact Information and Questions

Please contact Zach Simonson with any questions prior to April 20, 2022. Any substantive questions and answers will be distributed to all RFQ respondents on April 22, 2022.

Zach Simonson, Community Development Director

Phone: (641) 683-0694

Email: [simonsonz@ottumwa.us](mailto:simonsonz@ottumwa.us)



**Citizen Input Request Form**

4-5-2022  
Council Meeting Date

Name: Mark Thompson

Address: 10505 155th Ave Ottumwa, IA

Item No. to Address: \_\_\_\_\_  
(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:

Railroad crossing at N. Quincy Ave  
Ottumwa. @ Traffic delays  
increasing. Seeking resolution

\*\*\*\*\*

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



**Citizen Input Request Form**

4-5-2022

**Council Meeting Date**

Name: Trisha Rea

Address: 15125 Blackhawk Rd. Ottumwa, IA

Item No. to Address: \_\_\_\_\_

(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:

RR crossing at N. Quincy Ave  
Ottumwa, Traffic delays increasing,  
seeking resolution

\*\*\*\*\*

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