



CITY OF  
OTTUMWA

TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 16  
Council Chambers, City Hall

May 17, 2022  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 15 on May 3, 2022 as presented.
2. Approve the appointment of Jessica Townsend to Airport Line Technician at the Ottumwa Airport on or about May 22, 2022.
3. Approve the appointment of Amanda Hull to the position of Probationary Firefighter.
4. Approve the updated Salary Schedule, as presented.
5. Historic Preservation Month Proclamation.
6. Resolution No. 123-2022, fixing June 7, 2022 as the date for a public hearing on the proposal to convey certain real property locally known as Legion Field to Ottumwa Community School District.
7. Resolution No. 131-2022, directing Alliant Energy to Revise the Lighting System on Existing dedicated structure No. 61425, along Ferry Street Extension.
8. Resolution No. 132-2022, directing Alliant Energy to Revise the Lighting System on Existing dedicated structure No. 61428, along Ferry Street Extension.
9. Resolution No. 133-2022, directing Alliant Energy to Revise the Lighting System on Existing dedicated structure No. 60350, along South Market Street.
10. Resolution No. 136-2022, fixing June 7, 2022 as the date for a public hearing on the proposal to convey certain real property, being a portion of the property locally known as Pickwick Park, to Ottumwa Community School District.
11. Beer and/or liquor applications for: Front Runners with outdoor service area, 837 Church St.; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green St.; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, with outdoor service area, 332 E. Main St.; Champion Bowl, 2601 Roemer Ave.; Owl's Nest, LLC, 116 S. Court; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation of DRAFT Charter for Human Rights Commission
2. Proposed Ordinance to Repeal & Replace Chapter 7, Animals and Fowl – update.

*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. Bid report and contract award for the 2022 RFP #2 – West End Valve Check Installation.

RECOMMENDATION: Accept bid and award contract for the 2022 RFP#2 – West End Valve Check Installation to DC Concrete and Construction of Douds, Iowa for \$8,200 and authorize the Mayor to sign the contract.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the Proposed Amendment to the FY22 City Budget.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 125-2022, amending the annual budget for the Fiscal Year ending June 30, 2022.

RECOMMENDATION: Pass and adopt Resolution No. 125-2022.

2. This is the time, place and date set for a public hearing on proposed Ordinance No. 3197-2022, amending the zoning ordinance of the City of Ottumwa, Iowa, by conditionally rezoning property generally located at 1321 Asbury Drive in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and Date of this change on the official zoning map.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3197-2022, amending the Zoning Ordinance of the City of Ottumwa, Iowa by conditionally rezoning property generally located at 1321 Asbury Drive in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and Date of this change on the official zoning map.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3197-2022.

H. RESOLUTIONS:

1. Resolution No. 126-2022, authorizing the Mayor to sign and submit the Community Development Block Grant Application for the Ottumwa Blessings Soup Kitchen/Food Program Assistance Project and, if funded, to sign all contract related documents, and rescind Resolution No. 77-2022.

RECOMMENDATION: Pass and adopt Resolution No. 126-2022.

2. Resolution No. 127-2022, approving submission of an application for the Iowa Airport Capital Improvement Program (ACIP) and Certifying Eligibility Requirements for the fiscal years 2023-2026.

RECOMMENDATION: Pass and adopt Resolution No. 127-2022.

3. Resolution No. 128-2022, directing the acceptance of a proposal to purchase \$5,000,000 General Obligation Capital Loan Notes, Series 2022A.

RECOMMENDATION: Pass and adopt Resolution No. 128-2022.

4. Resolution No. 129-2022, directing the acceptance of a proposal to purchase \$3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B.

RECOMMENDATION: Pass and adopt Resolution No. 129-2022.

5. Resolution No. 130-2022, approve Change Order No. 5 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 130-2022.

6. Resolution No. 135-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 209 W. Fifth Street to Weston McKee in the amount of \$38,000.

RECOMMENDATION: Pass and adopt Resolution No. 135-2022.

7. Resolution No. 137-2022, approving the execution of an Affidavit of Possession and Explanatory of Title for the property known as Legion Field.

RECOMMENDATION: Pass and adopt Resolution No. 137-2022.

#### 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

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 5/13/2022 TIME: 11:<sup>20</sup>00 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #16 to be held on 5/17/2022 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 0995  
DEPT. ID 4717  
PGS. 4

TX INCOMPLETE -----

TRANSACTION OK 96847834  
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ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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JOB NO.	0995	
DEPT. ID	4717	
ST. TIME	05/13 11:17	
SHEETS	4	
FILE NAME		
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REGULAR MEETING NO. 15  
Council Chambers, City Hall

May 3, 2022  
5:30 O'Clock P.M.

The meeting was called to order at 5:32 P.M.

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

Galloway moved, seconded by Pope to approve consent agenda items: Mins. from Regular Mtg. No. 14 on April 19, 2022; Mayor's Proclamation of May 21, 2022 as Kids to Parks Day 2022; Canvasser & Solicitors Application for American Legion Aux. to collect donations; poppy wk. for veterans 5/23-5/30/2022; Res. No. 116-2022, approving contract, bonds and cert. of ins. for Airport Apron 2022 Improv. Project; Beer and/or liquor app. for: Parkview Plaza (Hotel Ottumwa), 107 E. Second; Walgreens #1301, 327 W. Fourth; Casey's Gen. Store #1678, 346 Richmond; Casey's Gen. Store #1886, 504 W. Mary; Casey's Gen. Store #7, 1001 E. Main; Casey's Gen. Store #2208, 1603 W. Second; all applications pending final insp. All ayes.

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

City Admin. Rath presented update/timeline for Human Rights Commission. Presentation of charter (in draft form) at next mtg.; open discussion and revisions to present in Ordinance format June 7 mtg.; and then make appointments to Commission following passing of Ord. Roe stated he would agree to waiving the 2<sup>nd</sup> and 3<sup>rd</sup> readings when Ord. is presented in order to get the Commission in place sooner; Galloway agreed.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. The following indiv. wished to speak on Item G-6: Yadira Kelderman, Jesse Gulbranson, Krystabel Renneberg, Alexander Renneberg, Whitney VanBuskirk, Reynaldo Royval, Sandy Fluegge, Cindy Fluegge, Bob Fluegge. Indiv. also wished to speak on Item I-5: Kathy Caldwell, Shannon Murphy, Inez Hill, Laryssa Droz, Melissa Childs, Eileen Day, Felisha Morrow, Brandy Meredith, Keith Hill, Ken Whitcome, Aleigha DeLeon.

This was the time, place and date set for a public hearing on disposal of City owned property located at 1202 Castle. Comm. Development Dir. Simonson reported six bids rec'd April 28, 2022. No objections were rec'd. Roe moved, seconded by Hull to close public hearing. All ayes.

Galloway moved, seconded by McAntire that Res. No. 103-2022, accepting the bid and approving sale of City owned property located at 1202 Castle to Terry Wilson for \$13,600, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on disposal of City owned property located at 107 N. Ransom. Simonson reported fourteen bids rec'd April 28, 2022. No objections were rec'd. McAntire moved, seconded by Roe to close public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 105-2022, accepting the bid and approving sale of City owned property located at 107 N. Ransom to Sathishkumar Chinnakonda & David Osorio for \$20,000, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for 2022 Catch Basin Replacement Program. PW Dir. Seals reported bids are due May 25, 2022;

\$50,000 budgeted for annual program. No objections were rec'd. Galloway moved, seconded by Hull to close public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 117-2022, approving plans, specs., form of contract and est. cost for 2022 Catch Basin Replacement Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for 2022 Sanitary Utility Access Program. Seals reported bids are due May 25, 2022; \$50,000 budgeted for annual program. No objections were rec'd. Roe moved, seconded by Pope to close public hearing. All ayes.

Hull moved, seconded by Pope that Res. No. 118-2022, approving plans, specs., form of contract and est. cost for 2022 Sanitary Utility Access Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on intent to consider a three-yr. Lease Agt. with Ottumwa Habitat for Humanity for office space in City Hall bldg. located at 105 E. Third, Ottumwa, IA. Simonson reported this provides 256 sq. ft. for \$737.28 per yr. No objections were rec'd. Roe moved, seconded by McAntire to close public hearing. All ayes.

Pope moved, seconded by Roe that Res. No. 120-2022, approving three-yr. Lease Agt. with Ottumwa Habitat for Humanity for office space in City Hall, 105 E. Third and auth. Mayor to sign, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on Appeal of Ottumwa Police Chief's Order dated April 21, 2022, to remove dog from City limits pursuant to Ottumwa Muni. Code Ch. 7, Sec. 11, in the possession of Casey and Yadira Kelderman, under his and her control or on the premises of their property at 1525 N. Court. Chief Farrington reported on March 23, 2022, a black & white pointer/hound mix, named "Ody", was unrestrained and pursued, attacked and bit a fourteen yr. old causing serious injury. Such injury required medical attention and the attack was done without provocation. On Sept. 12, 2021, this same dog was unrestrained, pursued and attempted to attack an adult neighbor. This incident was also done without provocation. City Code states any animal deemed vicious is ordered to be removed from city limits.

Ms. Kelderman presented numerous letters of support and individuals in attendance that spoke on behalf of Ody. Ody does not present a propensity to attack; he will bark at strangers but does not attack. Request to follow preventative measures: seek professional help from cert. dog trainer to help Ody with his reactivity; install fence between our house and neighbors; ensure only an adult takes Ody out and is present when he is outside; put Ody on a leash prior to exiting the door; put up baby gates at each entrance in the house; put a muzzle on Ody while taking him out for walks. Much discussion was had.

Ms. Fluegge (parent of minor that was attacked) along with supporters provided insight on how this event has affected her child. Pictures of injuries were shared with council. Request at the very least, for Ody to be removed from city limits.

There being no further comments/questions; Roe moved, seconded by Galloway to close public hearing. All ayes.

McAntire moved, seconded by Roe to deny the appeal of Casey and Yadira Kelderman. All ayes.



Galloway moved, seconded by McAntire that Res. No. 121-2022, adopting updated Policy Stmts. governing operation of City of Ottumwa's Downtown Area Revitalization Grant Programs, be passed and adopted. All ayes.

Roe moved, seconded by Galloway to pass third consideration and adopt Ord. No. 3191-2022, amending Subdivision Code to promote and simplify 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, IA. All ayes.

Hull moved, seconded by Roe to pass third consideration and adopt Ord. No. 3192-2022, amending Zoning Code to promote and simplify 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, IA. All ayes.

Roe moved, seconded by McAntire to pass third consideration and adopt Ord. 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, IA, an Electric Transmission System for a period of twenty-five yrs. All ayes.

Hull moved, seconded by Roe to pass third consideration and adopt Ord. No. 3194-2022, est. a one-yr. moratorium on issuance of cert. of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots. All ayes.

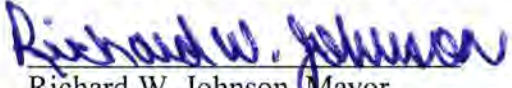
Roe moved, seconded by McAntire to pass first consideration of Ord. No. 3198-2022, Proposed Ord. to Repeal and Replace Ch. 7, Animals & Fowl of the City of Ottumwa Muni. Code. Galloway presented amendments/revisions to presented Ord.; conversed with legal; does council need to vote on each amend. tonight or can all changes be submitted to Legal and incorporated into revised Ord. that is presented and voted on at one time? Hull moved, seconded by Roe to table Ord. No. 3198-2022, council to share and discuss any changes with City Admin. and Legal and bring back for first reading at a later date. Specific items to address: animal care, revisions to definitions, identification of specific characteristics, tethering (timeframe), gender-neutral identifier throughout, monetary fees schedule. All ayes.

Citizen input: Make our community safe for everyone; education; outreach; hold people accountable; breed specific language is not ethical; don't rely on visual identification of pitbulls; something can/could happen no matter what breed of dog it is; unrealistic safe; the breed specific ban is not going to keep our community safe; the current ord. is not keeping animals from being in city limits; pitbulls are kept in hiding and are not being socialized; think about comprehensiveness of the breed; make it so all dogs are safe and dog owners are responsible; false sense of being safe; landlords are being hit with higher insurance rates or unable to get insurance if they have renters with dangerous animals. Council person Galloway stated what happens if we lift this ban and the expectations are put in place that are still not being followed?

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

Adjournment was at 7:40 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor



ATTEST:



*Christina Reinhard*

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 5/17/2022

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

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

Council Meeting of : May 17, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve the appointment of Jessica Townsend to Airport Line Technician at the Ottumwa Airport.

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Jessica Townsend to Airport Line Technician at the Ottumwa Airport on or about May 22, 2022.

DISCUSSION: Appoint Jessica Townsend to Airport Line Technician at the Ottumwa Airport.

Jessica would be starting at \$14 per hour (Year 2). This is due to her education and knowledge working with the Indian Hills flight program. Jessica would be fulfilling a position that was vacated April 10, 2022.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



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

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

Council Meeting of: May 17, 2022

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

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

AGENDA TITLE: Approve updated Salary Schedule

\*\*\*\*\*

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

RECOMMENDATION: Approve updated Salary Schedule

DISCUSSION: Changes are as follows:

- 1) Update City Administrator as per current contract
- 2) Update Library Director and Assistant Library Director salaries as per Board of Library Trustees
- 3) Remove past salary information for Director of HR
- 4) Adding position GIS Administrator - will be primarily funded by projects
- 5) Document Foreman Pay - has been in practice for 11 years

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

**CITY OF OTTUMWA SALARY SCHEDULE**  
**Fiscal Year 2022**

**The compensation schedule identified below reflects the base wage or salary for individuals in the identified non-represented<sup>1</sup> position. The wage or salary identified below or in the compensation schedule (grade and step) is the base pay and does not reflect an individual employee's longevity or other compensation modifiers now or in the future.**

**DEPARTMENT HEADS**

CITY ADMINISTRATOR

\$150,009\*

DIRECTOR OF PUBLIC WORKS

\$106,903\*

DIRECTOR OF FINANCE

\$102,007\*

POLICE CHIEF

\$100,988\*

FIRE CHIEF

\$100,786\*

DIRECTOR OF PARK, RECREATION & CEMETERY

\$89,069\*

DIRECTOR OF AIRPORT SERVICES

\$81,618\*

DIRECTOR OF COMMUNITY DEVELOPMENT

\$81,618\*

DIRECTOR OF LIBRARY SERVICES

\$82,014.40 (updated 04/11/2022)\*#

DIRECTOR OF HUMAN RESOURCES

\$86,500\*

CITY CLERK

\$65,791\*

ASSISTANT DIRECTOR OF LIBRARY SERVICES

\$54,600 (updated 04/11/2022)\*#

\*Compensation is rounded to the nearest whole dollar

#Current compensation as established by the Board of Library Trustees

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<sup>1</sup> Non-Represented is an employee not covered or identified under a Collective Bargaining Agreement (CBA)



## GENERAL SERVICE EMPLOYEES

No one at present (02)

Secretary (04)

Administrative Assistant\*\*

GSB1	GSB2	GSB3	GSB4	GSB5	GSB6
17.30	18.19	19.06	20.06	21.02	22.13

Zoning Technician (06)

GSC1	GSC2	GSC3	GSC4	GSC5	GSC6
18.19	19.06	20.06	21.02	22.13	23.16

No one at present (08)

GSD1	GSD2	GSD3	GSD4	GSD5	GSD6
19.06	20.06	21.02	22.13	23.16	24.11

Payroll & Benefits Manager (10)

Risk / Purchasing Manager

Grants Administrator / Accounts Receivable Accountant

GSE1	GSE2	GSE3	GSE4	GSE5	GSE6
20.06	21.02	22.13	23.16	24.11	25.58

No one at present (12)

GSF1	GSF2	GSF3	GSF4	GSF5	GSF6
21.02	22.13	23.16	24.11	25.58	26.85

Data Communications Supervisor (14)

Street Maintenance Supervisor

Park Maintenance Supervisor

Sewer Maintenance Supervisor

Traffic Maintenance Supervisor

Lab Supervisor

Landfill Supervisor

GSG1	GSG2	GSG3	GSG4	GSG5	GSG6
22.13	23.16	24.11	25.58	26.85	28.18

Recycling Coordinator (16)

Planner I

Zoning and Housing Coordinator

Garage Supervisor

GSH1	GSH2	GSH3	GSH4	GSH5	GSH6
23.16	24.11	25.58	26.85	28.18	29.58

Operations Supervisor (WPCF) (18)

Maintenance Supervisor (WPCF)

Airport Facilities Manager

Graphic Information System (GIS) Administrator

GSI1	GSI2	GSI3	GSI4	GSI5	GSI6
24.11	25.58	26.85	28.18	29.58	31.04

Accountant (20)

GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
25.58	26.85	28.18	29.58	31.04	32.63

^ Police Sergeant (21)

GSS1	GSS2	GSS3	GSS4	GSS5	GSS6
28.14	29.38	30.69	32.06	33.49	35.05

Engineering Supervisor (22)

GSK1	GSK2	GSK3	GSK4	GSK5	GSK6
26.85	28.18	29.58	31.04	32.63	34.24

Deputy Fire Chief (24)

GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
28.18	29.58	31.04	32.63	34.24	35.96

^ Police Lieutenant (25)

GST1	GST2	GST3	GST4	GST5	GST6
30.69	32.06	33.49	35.05	36.63	38.31

Public Works Operations Superintendent (26)

GSM1	GSM2	GSM3	GSM4	GSM5	GSM6
29.58	31.04	32.63	34.24	35.96	37.72

^ City Engineer (30)

GSN1	GSN2	GSN3	GSN4	GSN5	GSN6
40.72	42.75	44.87	47.12	49.48	51.95

^ Assistant City Engineer (28)

GSO1	GSO2	GSO3	GSO4	GSO5	GSO6
36.42	38.25	40.16	42.18	44.27	46.48

^ Senior Planner (32)

GSP1	GSP2	GSP3	GSP4	GSP5	GSP6
36.44	38.27	40.18	42.19	44.30	46.51

^ Information Technology Manager (34)

GSQ1	GSQ2	GSQ3	GSQ4	GSQ5	GSQ6
34.85	36.58	38.41	40.34	42.35	44.48

^ WPCF SUPERINTENDENT (36)					
GSR1	GSR2	GSR3	GSR4	GSR5	GSR6
34.58	36.31	38.13	40.03	42.03	44.13

\*\*Administrative Assistant is also currently an HR Coordinator. An additional \$5,000 per year in 2020 (\$2.40 per hour) was provided for the HR Coordinator responsibilities. This amount will add the additional 2% COLA for 2021 which will make it \$2.45 an hour.

^ This will not be in line with other Pay Codes – It is not the 5% above previous pay grades.

**PART-TIME EMPLOYEES**

**AIRPORT LINE TECHNICIAN (50)**

Year 1: (ALT1)	\$13.00
Year 2: (ALT2)	\$14.00
Year 3: (ALT3)	\$15.00

**SEASONAL EMPLOYEES**

(This includes all departments with no exceptions unless approved by the City Administrator.)

**STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE, SEASONAL CODE ENFORCEMENT (SPW) (52):**

Year 1: (SPW1)	\$14.00 per hour
Year 2: (SPW2)	\$15.00 per hour

**FOREMAN PAY – additional \$2 an hour**

**BEACH EMPLOYEES:**

Seasonal Aquatics Supervisor (SAS) (54):	Seasonal Concessions Supervisor (SCS) (56):
Year 1: (SAS1) \$12.00	Year 1: (SCS1) \$12.00
Year 2: (SAS2) \$13.00	Year 2: (SCS2) \$13.00
Year 3: (SAS3) \$14.00	Year 3: (SCS3) \$14.00
Lifeguards: (58)	Water Aerobics / Swim Instructors (60)
Year 1: (BL1) \$11.00	Year 1: (WASI1) \$11.00
Year 2: (BL2) \$11.50	Year 2: (WASI2) \$12.00
Year 3: (BL3) \$12.00	Year 3: (WASI3) \$13.00
Admissions: (BA1) (62) \$10.00	Evening Janitor/Seasonal Maintenance (66):
Concessions: (BC1) (64) \$10.00	Year 1: (BME1) \$9.50
	Year 2: (BME2) \$9.75

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

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

Council Meeting of: May 17, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Historic Preservation Month Proclamation

\*\*\*\*\*

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

RECOMMENDATION: Mayor to issue proclamation.

DISCUSSION: May is Historic Preservation Month. This proclamation acknowledges that local historic preservation efforts a critical part of growth, sustainability and placemaking. Ottumwa is a Department of the Interior-recognized Certified Local Government and operates a Historic Preservation Commission tasked with protecting historic resources and educating on historic preservation.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:





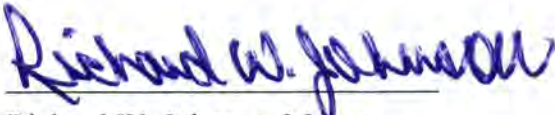
**PROCLAMATION**  
**National Historic Preservation Month**  
**May 2022**

WHEREAS, Historic preservation is an effective tool for managing growth and sustainability development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

**NOW, THEREFORE, I RICHARD W. JOHNSON, Mayor,** City of Ottumwa, do hereby proclaim the month of May as National Historic Preservation Month in the City of Ottumwa, Iowa.

  
Richard W. Johnson, Mayor

ATTEST:  


Christina Reinhard, City Clerk





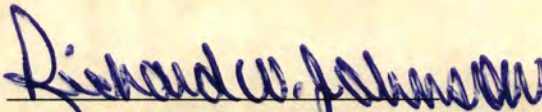
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Richard W. Johnson, Mayor

ATTEST:  
  
Christina Reinhard, City Clerk





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

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

Council Meeting of: May 17, 2022

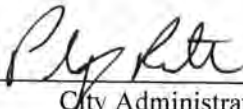
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 123-2022 - Set June 7, 2022 at 5:30 PM for the Public Hearing for the Purpose of Considering a Real Estate Purchase Agreement Between the City of Ottumwa and the Ottumwa School District

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 123-2022

DISCUSSION: Earlier this year the city was advised that the American Legion would not be able to continue with the ongoing maintenance of Memorial Legion Field. This field has been shared for Legion ball and the Ottumwa High School. The Ottumwa School District has offered to take on the operations and maintenance of the field. In addition to the maintenance agreement and in consideration of future improvements a transfer of property would be in order. The City Attorney has prepared the attached purchase agreement. This request is to set a public hearing to consider the potential transfer.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

May 17, 2022

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property locally known as Legion Field to Ottumwa Community School District

### 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.

May 17, 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:

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

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Galloway then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS LEGION FIELD TO OTTUMWA COMMUNITY SCHOOL DISTRICT, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Roe seconded the motion to adopt. The roll was called, and the vote was:

AYES: Pope, Roe, Galloway, McAntire, Hull

---

NAYS: None

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

RESOLUTION NO. 123-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE  
PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN  
AS LEGION FIELD TO OTTUMWA COMMUNITY SCHOOL DISTRICT,  
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Ottumwa Community School District (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 \$1.00 and other good and valuable consideration, 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 locally known as Legion Field and is legally described as follows:

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10.72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11.32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds



West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of 59.71 feet to the Point of Beginning, containing 4.98 acres, more or less.

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 June 7, 2022, for the purpose of taking action on the matter of the proposal to convey real property to Ottumwa Community School District

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 OTTUMWA COMMUNITY SCHOOL DISTRICT, 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 June 7, 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 Ottumwa Community School District (the "Buyer") for \$1.00 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as Legion Field and is legally described as follows:

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 25; thence North 00 degrees 40 minutes 57 seconds West along the west line of said Northwest Quarter a distance of 778.15 feet; thence North 89 degrees 19 minutes 03 seconds East a distance of 1874.67 feet to the Point of Beginning; thence North 47 degrees 13 minutes 02 seconds East a distance of 53.79 feet; thence North 01 degrees 11 minutes 53 seconds West a distance of 202.06 feet; thence North 60 degrees 03 minutes 44 seconds West a distance of 19.93 feet; thence North 00 degrees 31 minutes 23 seconds West a distance of 55.70 feet; thence North 21 degrees 16 minutes 40 seconds East a distance of 46.43 feet; thence South 60 degrees 15 minutes 45 seconds East a distance of 19.67 feet; thence North 29 degrees 51 minutes 29 seconds East a distance of 42.62 feet; thence North 79 degrees 49 minutes 21 seconds East a distance of 21.95 feet; thence Northeasterly along a non-tangent curve, concave southeasterly, a distance of 144.85 feet, said curve having a radius of 274.60 feet, a central angle of 30 degrees 13 minutes 20 seconds Right, a chord bearing of North 70 degrees 25 minutes 51 seconds East, and a chord length of 143.17 feet; thence North 00 degrees 28 minutes 21 seconds West a distance of 10.72 feet; thence North 89 degrees 31 minutes 39 seconds East a distance of 45.41 feet; thence South 00 degrees 28 minutes 21 seconds East a distance of 11.32 feet; thence Southeasterly along a non-tangent curve, concave southwesterly, a distance of 508.64 feet, said curve having a radius of 274.60 feet, a central angle of 106 degrees 07 minutes 35 seconds Right, a chord bearing of South 31 degrees 54 minutes 34 seconds East, and a chord length of 438.98 feet; thence South 07 degrees 36 minutes 19 seconds East a distance of 23.70 feet; thence South 44 degrees 28 minutes 49 seconds West a distance of 72.11 feet; thence South 75 degrees 25 minutes 05 seconds West a distance of 243.88 feet; thence South 48 degrees 33 minutes 29 seconds West a distance of 75.85 feet; thence North 52 degrees 24 minutes 58 seconds West a

distance of 153.27 feet; thence North 48 degrees 40 minutes 28 seconds West a distance of 59.71 feet to the Point of Beginning, containing 4.98 acres, more or less.

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 17th day of May 2022.

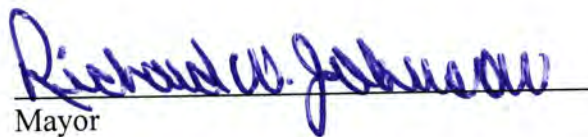
Christina Reinhard

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City Clerk, City of Ottumwa in the State of  
Iowa

(End of Notice)

PASSED AND APPROVED this May 17, 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 17 day of May 2022.

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



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City"), acting under the authorization of Iowa Code Chapters 15A and 364, and OTTUMWA COMMUNITY SCHOOL DISTRICT, an Iowa school corporation (the "District").

WITNESSETH:

WHEREAS, the City is the owner of the baseball field property locally known as Legion Field; and

WHEREAS, for numerous years, the City has leased Legion Field to the District for use in connection with the District's athletic programs, and the City has also leased Legion Field to the local American Legion (IA Post 0003) (the "Legion") for a baseball program; and

WHEREAS, the District has proposed to purchase Legion Field from the City, to maintain and improve the property, and to facilitate the continued use of Legion Field by the District and by the Legion (with respect to the Legion, to the extent the Legion continues to lease Legion Field for its baseball program); and

WHEREAS, the City believes that the sale and development of Legion Field 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 of the applicable State and local laws.

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

**1. PROPERTY.** The City hereby agrees to sell to the District, for \$1.00 (the "Purchase Price") and in consideration of District's other obligations under this Agreement, and District agrees to buy from the City, the real property locally known as Legion Field and legally described as follows:

Auditor's Parcel "A" shown on the Plat of Survey attached hereto as Exhibit A, more particularly described as follows:

A part of Auditor's Lot 3 in the Southeast Quarter of the Northwest Quarter of Section 25, Township 72 North, Range 14 West of the Fifth Principal Meridian, Wapello County, Iowa, also being designated as Auditor's Parcel "A", and being more particularly described as follows:

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*[legal description to be confirmed by abstract]*

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

**2. PURCHASE PRICE.** The Purchase Price shall be paid in cash at the time of closing with proper adjustments as may be provided in this Agreement.

**3. CLOSING AND POSSESSION.** Closing shall occur on a date mutually agreed to between the parties on or before June 30, 2022 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to District on the Closing Date. This transaction shall be considered closed upon (i) the filing of all title transfer documents, and (ii) City's receipt of all funds due from District under this Agreement ("Closing").

**4. REAL ESTATE TAXES.** The Property is currently tax-exemption while owned by the City; accordingly, no proration of taxes at Closing is anticipated. Notwithstanding the foregoing, City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years, and any special assessments which are a lien on the Property as of the Closing Date. City shall also pay the prorated share of real estate taxes, if any, for the fiscal year in which Possession is given (due and payable in the subsequent fiscal year), prorated based upon the Closing Date. District shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record. District shall pay all

subsequent real estate taxes and special assessments, if any.

**5. RISK OF LOSS AND INSURANCE.** City shall bear the risk of loss or damage to the Property prior to Closing. City agrees to maintain existing insurance on the Property, if any, and District may purchase additional insurance. In the event of substantial damage or destruction to the Property prior to Closing, this Agreement shall be null and void; provided, however, District shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

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

**7. CONDITION OF PROPERTY.**

- a. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the City in its present condition until possession, ordinary wear and tear excepted.
- b. Within thirty (30) calendar days after the acceptance of this Agreement, District may, at its sole expense, have the property inspected by a person or persons of District's choice to determine if there are any deficiencies.
  - i. District shall promptly notify the City in writing of any deficiencies, and the City shall promptly notify District of what steps, if any, the City will take to correct any deficiencies before Closing.
  - ii. District shall then promptly notify the City, in writing, either that:
    1. such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or
    2. such steps are not acceptable, in which case this Agreement shall be null and void.
- c. The District agrees to take the Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Property. The City and District acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Property for District's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Property. Notwithstanding anything herein to the contrary, District hereby waives all claims against the City as to the condition of the Property.



**8. ABSTRACT AND TITLE.** City, at City's expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to District's attorney for examination. The abstract shall show marketable title in City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If Closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party. The abstract shall become the property of District at Closing. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

**9. SURVEY.** If a survey or property subdivision is required prior to conveyance of the Property under Iowa Code Chapter 354, or city or county ordinances, City shall pay the costs thereof. District may, at District's expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

**10. ENVIRONMENTAL MATTERS.** City represents and warrants, to the best of City's knowledge and belief, that:

- i. There are no abandoned wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks located on the Property.
- ii. The Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances.
- iii. The Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks.
- iv. City represents and warrants to District that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- v. The properly executed Groundwater Hazard Statement provided by City at Closing (to the extent required by law to be provided) shall constitute a representation and warranty that the Property contains no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, or underground storage tanks.

**11. DEED; DEED RESTRICTIONS.** Upon payment of the Purchase Price, City shall convey the Property to District by Deed Without Warranty, which deed shall include the following provisions:

- a. A use restriction that the District shall not discontinue use of the Property for recreational and athletic purposes;
- b. A conditional reversionary right providing that, if: (A) District discontinues use of the Property for recreational and athletic purposes or (B) an Event of Default caused by the District occurs, then the City shall automatically be entitled to reacquire title to the Property; and
- c. A right of first refusal providing that, if District should desire to sell the Property at any time in the future (for use as a recreational and athletic facility or any other use), that the District must first provide the City with opportunity to purchase the Property from the District for \$1.00, by the District providing written notice to the City of the District's intention to sell the Property waiting for a period of thirty (30) days following such written notice to accept any offers for sale of the Property (other than an offer from the City meeting the terms of this right of first refusal).

If the City should desire to exercise the conditional reversionary right or right of first refusal, then the City shall provide written notice of such intention to the District. Upon receipt of such written notice, the District shall take all reasonable steps to ensure the City acquires marketable title to the Property through its exercise of its rights under this Section 11 within sixty (60) days of the City's written notice, including without limitation, the execution of appropriate deeds and other documents.

**12. LEASE AGREEMENTS AND USE OF PROPERTY BY LEGION.**

- a. City represents and warrants to District that there are no current lease or occupancy agreements concerning the Property, except as disclosed to District in writing at least thirty (30) calendar days prior to the Closing Date.
- b. At Closing, City shall assign and District shall assume any lease or occupancy agreements concerning the Property acceptable to District, in its sole and absolute discretion. Any lease or occupancy agreements not approved by District shall be terminated by City prior to Closing.
- c. After Closing, District shall use reasonable efforts to negotiate and enter into lease agreements with the Legion for the Legion's use of the Property in connection with the Legion's baseball program, for so long as the Legion maintains its baseball program.

**13. MAINTENANCE OF AND IMPROVEMENTS TO PROPERTY.** In consideration for the conveyance of the Property to the District, after Closing, the District agrees to maintain the Property in good repair and working order, ordinary wear and tear excepted, and from time to time make all necessary repairs, replacements, renewals, and additions. Furthermore, the District agrees to cause appropriate improvements to the Property to maintain Legion Field as a usable facility for recreational and athletic purposes.

**14. EVENTS OF DEFAULT.** 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, failure by City or District to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

**15. REMEDIES OF THE PARTIES.** Whenever any Event of Default occurs and is continuing, the parties may take any one or more of the following actions after giving thirty (30) days’ written notice to the other party of the Event of Default:

- a. Prior to Closing, if District fails to timely perform this Agreement, then City may forfeit it as provided in the Iowa Code (Chapter 656).
- b. Prior to Closing, if City fails to timely perform this Agreement, then District has the right to terminate this Agreement.
- c. After Closing, the City may exercise its reversionary right on the Property.
- d. City and District are also entitled to utilize any and all other remedies or actions at law or in equity available to them, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the other party under this Agreement.

**16. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

**17. GENERAL PROVISIONS.**

- a. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
- b. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- c. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.
- d. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by City and District, as authorized by action of their respective governing bodies.
- e. Paragraph headings are for convenience of reference and shall not limit or affect

the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender according to the context.

**18. NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

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

**20. CONFLICT OF INTEREST.** The District represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Property or this Agreement 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 Property or this Agreement, 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 District's acquisition of the Property or this Agreement, or in any activity, or benefit therefrom, which is part of the District's acquisition of the Property or this Agreement at any time during or after such person's tenure.

**21. ACCEPTANCE.** The Parties acknowledge and agree that the obligations under this Agreement are contingent upon and subject to approval of this Agreement by: (i) the City Council of the City of Ottumwa, Iowa and (ii) the Board of Directors of Ottumwa Community School District. In the event either party does not obtain approval from its governing body by June 15, 2022, then either party may rescind and/or terminate this Agreement by giving written notice to the other, and this Agreement shall thereafter be rescinded and deemed null and void.

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



**SELLER: CITY OF OTTUMWA, IOWA**

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

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

105 E. Third Street  
Ottumwa, IA 52501

**BUYER: OTTUMWA COMMUNITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Morgan Brown, Board President

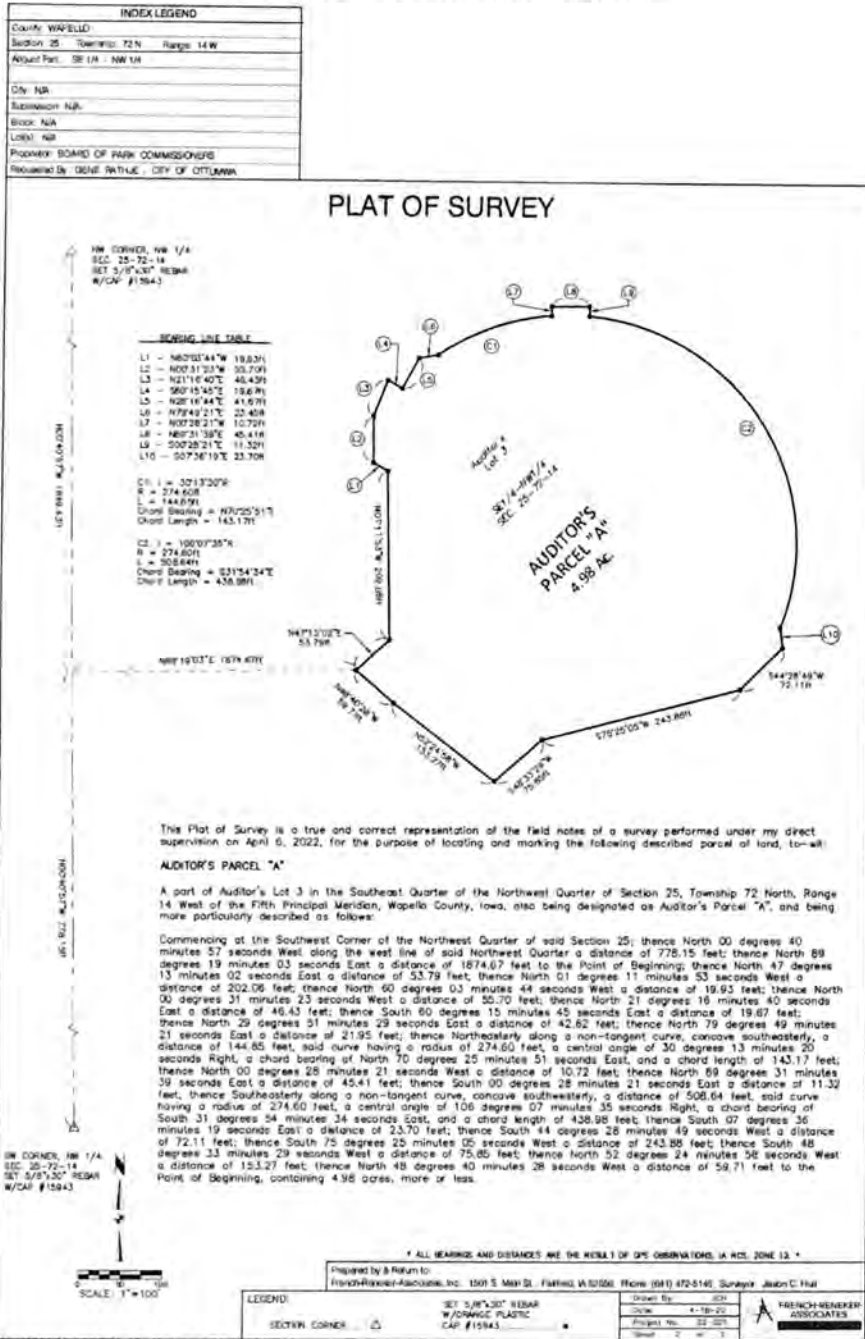
By: \_\_\_\_\_  
\_\_\_\_\_, Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1112 N. Van Buren  
Ottumwa, IA 52501

# EXHIBIT A Plat of Survey Identifying Property



02009673-1\10981-1019

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : May 17, 2022

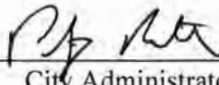
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 131-2022 - Resolution Directing Alliant Energy to Revise the Lighting System on Existing Dedicated Structure #61425

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 131-2022

DISCUSSION:

City staff received notice of a requested lighting change along the Ferry Street extension. The light was mapped as a 100W HPS, but was actually a 150W HPS. It is now being replaced with a 72W LED fixture. Alliant is requesting a resolution to confirm this adjustment to the lighting system.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:



STREET LIGHTING RESOLUTION

The following Resolution 131-2022 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on May 17, 2022.

Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

Table with 6 columns: ADD NUMBER, DELETE NUMBER, WATTAGE, STYLE OF LUMINAIRE, TYPE AND HEIGHT OF POLE, WIRING (check one). It lists three items for replacement, including wattage (100, 72) and luminaire styles (HPS, LED).

LOCATION OF NEW INSTALLATION OR CHANGES
1. ALONG FERRY STREET EXTENSION - LIGHT MAPPED AS 100W HPS , BUT WAS ACTUALLY A 150W HPS
2. 72W LED REPLACES 150W HPS (LIGHT ABOVE)
3.

City Official Richard W. Johnson, Mayor [Signature] declared said Resolution duly passed and adopted the 17th day of May, 2022.

Attest Christina Reinhard, CMC [Signature] Title City Clerk





**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : May 17, 2022

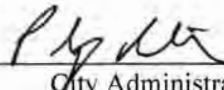
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 132-2022 - Resolution Directing Alliant Energy to Revise the Lighting System on Existing Dedicated Structure #61428

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 132-2022

DISCUSSION:

City staff received notice of a requested lighting change along the Ferry Street extension. The light was mapped as a 100W HPS, but was actually a 150W HPS. It is now being replaced with a 72W LED fixture. Alliant is requesting a resolution to confirm this adjustment to the lighting system.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:



STREET LIGHTING RESOLUTION

The following Resolution 132-2022 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on May 17, 2022.

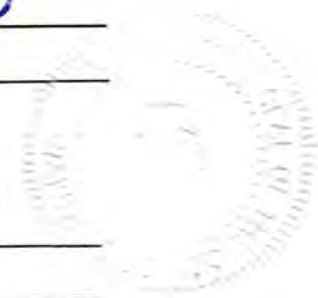
Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

Table with 6 columns: ADD NUMBER, DELETE NUMBER, WATTAGE, STYLE OF LUMINAIRE, TYPE AND HEIGHT OF POLE, WIRING (check one). Contains 3 rows of data for street lighting changes.

Table with 1 column: LOCATION OF NEW INSTALLATION OR CHANGES. Contains 3 rows of location descriptions for the lighting changes.

City Official Richard W. Johnson, Mayor [Signature] declared said Resolution duly passed and adopted the 17th day of May, 2022.

Attest Christina Reinhard, CMC [Signature] Title City Clerk







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

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

Council Meeting of : May 17, 2022

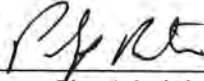
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 133-2022 - Resolution Directing Alliant Energy to Revise the Lighting System on Existing Dedicated Structure #60350

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 133-2022

DISCUSSION: City staff received notice of a requested lighting change on South Market Street. The light was mapped as having only one 72W LED fixture; however, there are two. Alliant is requesting a resolution to clean up and reflect the accurate count of fixtures on this pole.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



STREET LIGHTING RESOLUTION

The following Resolution 133-2022 was adopted by the City Council of the City of Ottumwa, Iowa at a meeting held on May 17, 20 22.

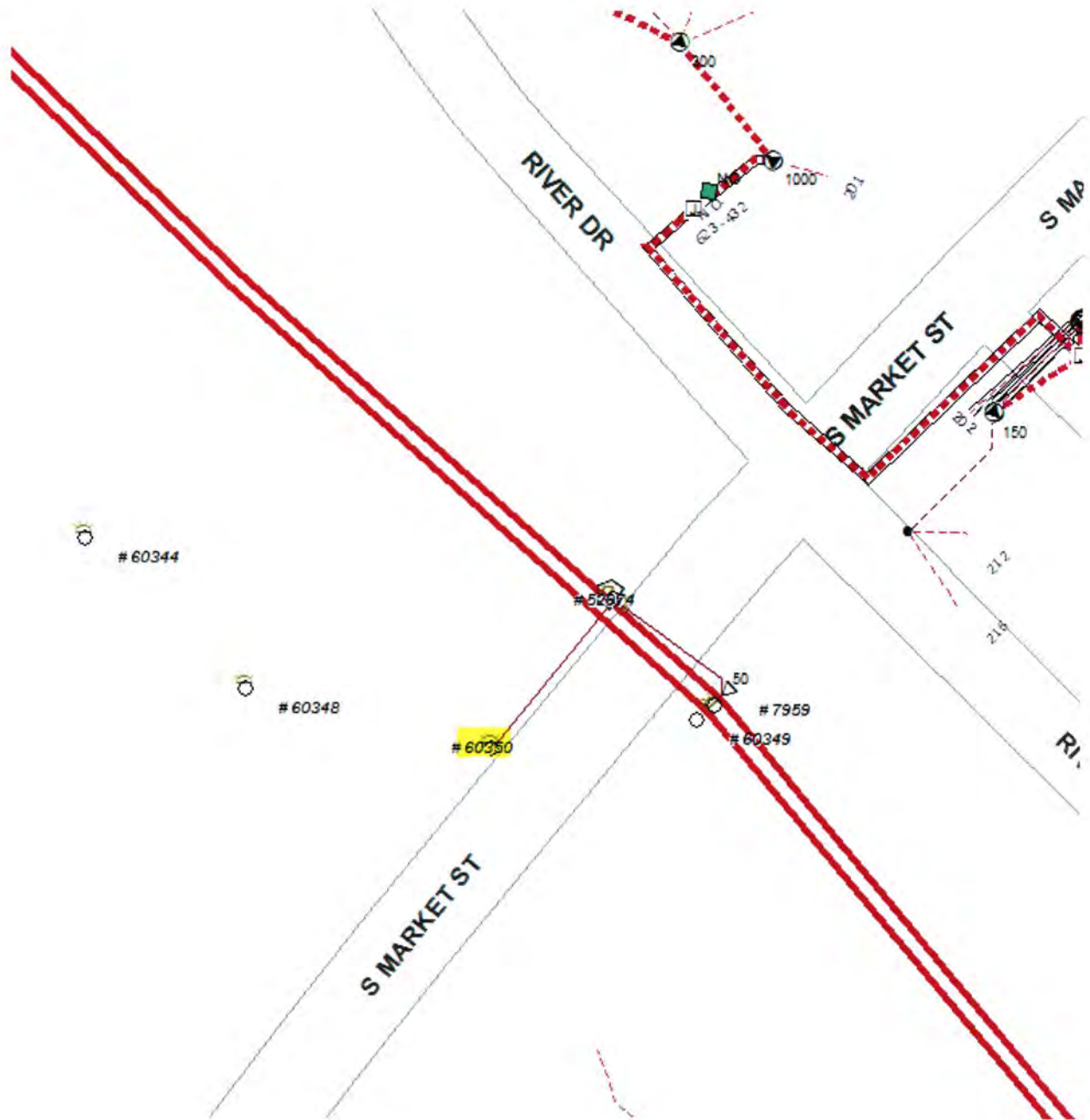
Be it resolved by the City Council of the City of Ottumwa, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>1</u>		<u>72w</u>	<u>led</u>	<u>additional ft on dedicated pole</u>	<input type="checkbox"/> OH <input type="checkbox"/> UG
2. _____					<input type="checkbox"/> OH <input type="checkbox"/> UG
3. _____					<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES
1. <u>S Market St on structure #60350</u>
2. _____
3. _____

City Official Richard W. Johnson, Mayor *Richard W. Johnson*  
declared said Resolution duly passed and adopted the 17th  
day of May, 20 22.

Attest Christina Reinhard, CMC *Christina Reinhard*  
Title City Clerk



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

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

Council Meeting of : May 17, 2022

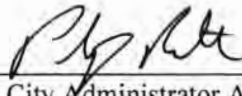
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 136-2022 - Set June 7, 2022 at 5:30 PM for the Public Hearing for the Purpose of Considering a Real Estate Purchase Agreement Between the City of Ottumwa and the Ottumwa School District

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 136-2022

DISCUSSION: Earlier this year the city was approached by the Ottumwa School District about the purchase of Pickwick Park to make improvements in the area of the elementary school. The Park Board has reviewed and recommended the transfer of property. The City Attorney has prepared the documentation for this transfer, which has been reviewed and approved by the school board.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:



## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

May 17, 2022

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property, being a portion of the property locally known as Pickwick Park, to Ottumwa Community School District

### 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.

May 17, 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:

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

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Galloway then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY, BEING A PORTION OF THE PROPERTY LOCALLY KNOWN AS PICKWICK PARK, TO OTTUMWA COMMUNITY SCHOOL DISTRICT, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Roe seconded the motion to adopt. The roll was called, and the vote was:

AYES: Pope, Roe, Galloway, McAntire, Hull

---

NAYS: None

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

RESOLUTION NO. 136-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY, BEING A PORTION OF THE PROPERTY LOCALLY KNOWN AS PICKWICK PARK, TO OTTUMWA COMMUNITY SCHOOL DISTRICT, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal from Ottumwa Community School District (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 \$1.00 and other good and valuable consideration, 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 part of the City park locally known as Pickwick Park and is legally described as follows:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line

parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/4 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.

WHEREAS, in accordance with City Code Section 2-391, the Parks Advisory Board has considered this sale of park property and has recommended that the City proceed with the sale; and

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 June 7, 2022, for the purpose of taking action on the matter of the proposal to convey real property to Ottumwa Community School District

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 OTTUMWA COMMUNITY SCHOOL DISTRICT, 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 June 7, 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 Ottumwa Community School District (the "Buyer") for \$1.00 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is part of the City park locally known as Pickwick Park and is legally described as follows:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point

of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/4 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.

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 17th day of May 2022.

Christina Reinhard

---


City Clerk, City of Ottumwa in the State of  
Iowa

(End of Notice)

PASSED AND APPROVED this May 17, 2022.

Richard W. Johnson  
Mayor

ATTEST:  
Christa Runhard  
City Clerk

The seal of the City of St. Louis is partially visible behind the signature of the City Clerk. It features a central figure, likely the Gateway Arch, surrounded by a circular border containing the text "CITY OF ST. LOUIS" and "1804".

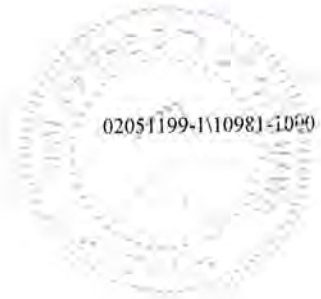
CERTIFICATE

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 17 day of May, 2022.

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





## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into by and between the CITY OF OTTUMWA, IOWA, a municipality (the "City") and OTTUMWA COMMUNITY SCHOOL DISTRICT, an Iowa school corporation (the "District").

**1. PROPERTY.** The City hereby agrees to sell to the District, and District agrees to buy from the City, the real property depicted on the retracement plat of survey attached hereto as Exhibit A and legally described as follows:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/4 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.

*[legal description to be confirmed by abstract]*

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

2. **PURCHASE PRICE.** The District shall pay the City \$1.00 as the "Purchase Price" for the Property. The Purchase Price shall be paid in cash at the time of closing with proper adjustments as may be provided in this Agreement.

3. **CLOSING AND POSSESSION.** Closing shall occur on a date mutually agreed to between the parties on or before June 30, 2022 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to District on the Closing Date. This transaction shall be considered closed upon (i) the filing of all title transfer documents, and (ii) City's receipt of all funds due from District under this Agreement ("Closing").

4. **REAL ESTATE TAXES.** The Property is currently tax-exemption while owned by the City; accordingly, no proration of taxes at Closing is anticipated. Notwithstanding the foregoing, City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years, and any special assessments which are a lien on the Property as of the Closing Date. City shall also pay the prorated share of real estate taxes, if any, for the fiscal year in which Possession is given (due and payable in the subsequent fiscal year), prorated based upon the Closing Date. District shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public record. District shall pay all subsequent real estate taxes and special assessments, if any.

5. **RISK OF LOSS AND INSURANCE.** City shall bear the risk of loss or damage to the Property prior to Closing. City agrees to maintain existing insurance on the Property, if any, and District may purchase additional insurance. In the event of substantial damage or destruction to the Property prior to Closing, this Agreement shall be null and void; provided, however, District shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

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

7. **CONDITION OF PROPERTY.**

- a. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the City in its present condition until possession, ordinary wear and tear excepted.
- b. Within thirty (30) calendar days after the acceptance of this Agreement, District may, at its sole expense, have the property inspected by a person or persons of District's choice to determine if there are any deficiencies.
  - i. District shall promptly notify the City in writing of any deficiencies, and the City shall promptly notify District of what steps, if any, the City will take to correct any deficiencies before Closing.

- ii. District shall then promptly notify the City, in writing, either that:
  - 1. such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or
  - 2. such steps are not acceptable, in which case this Agreement shall be null and void.
- c. The District agrees to take the Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Property. The City and District acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Property for District's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Property. Notwithstanding anything herein to the contrary, District hereby waives all claims against the City as to the condition of the Property.

**8. ABSTRACT AND TITLE.** City, at City's expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to District's attorney for examination. The abstract shall show marketable title in City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If Closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) calendar days written notice to the other party. The abstract shall become the property of District at Closing. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

**9. SURVEY.** If a survey or property subdivision is required prior to conveyance of the Property under Iowa Code Chapter 354, or city or county ordinances, City shall pay the costs thereof. District may, at District's expense prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

**10. ENVIRONMENTAL MATTERS.** City represents and warrants, to the best of City's knowledge and belief, that:

- i. There are no abandoned wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks located on the Property.
- ii. The Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances.

- iii. The Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes, hazardous substances, or underground storage tanks.
- iv. City represents and warrants to District that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- v. The properly executed Groundwater Hazard Statement provided by City at Closing (to the extent required by law to be provided) shall constitute a representation and warranty that the Property contains no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, or underground storage tanks.

**11. DEED.** Upon payment of the Purchase Price, City shall convey the Property to District by Deed Without Warranty.

**12. LEASE AGREEMENTS.** City represents and warrants to District that there are no current lease or occupancy agreements concerning the Property.

**13. REMEDIES OF THE PARTIES.**

- a. If District fails to timely perform this Agreement, then City may forfeit it as provided in the Iowa Code (Chapter 656).
- b. If City fails to timely perform this Agreement, then District has the right to terminate this Agreement.

**14. NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

**15. GENERAL PROVISIONS.**

- a. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
- b. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- c. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing.
- d. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. This Agreement contains the entire



agreement of the parties and shall not be amended except by a written instrument duly signed by City and District, as authorized by action of their respective governing bodies.

- e. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender according to the context.

**16. NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive Closing.

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

**18. ACCEPTANCE.** The Parties acknowledge and agree that the obligations under this Agreement are contingent upon and subject to approval of this Agreement by: (i) the City Council of the City of Ottumwa, Iowa and (ii) the Board of Directors of Ottumwa Community School District. Further, the City's obligations under this Agreement are contingent upon the City's Parks Advisory Board approving the sale of the Property, as current park property, consistent with City Code Section 2-391. In the event either party does not obtain approval from its governing body (or the City's Parks Advisory Board does not approve of the sale of park property) by June 15, 2022, then either party may rescind and/or terminate this Agreement by giving written notice to the other, and this Agreement shall thereafter be rescinded and deemed null and void.

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



**SELLER: CITY OF OTTUMWA, IOWA**

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

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

105 E. Third Street  
Ottumwa, IA 52501

**BUYER: OTTUMWA COMMUNITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Morgan Brown, Board President

By: \_\_\_\_\_  
\_\_\_\_\_, Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1112 N. Van Buren  
Ottumwa, IA 52501

# EXHIBIT A

## Retracement Plat of Survey Identifying Property

INDEX LEGEND	
LOCATION:	AUDITOR'S LOT 6 IN THE SW 1/4 OF THE NW 1/4 OF SECTION 36-72-14, OTTUMWA, IOWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



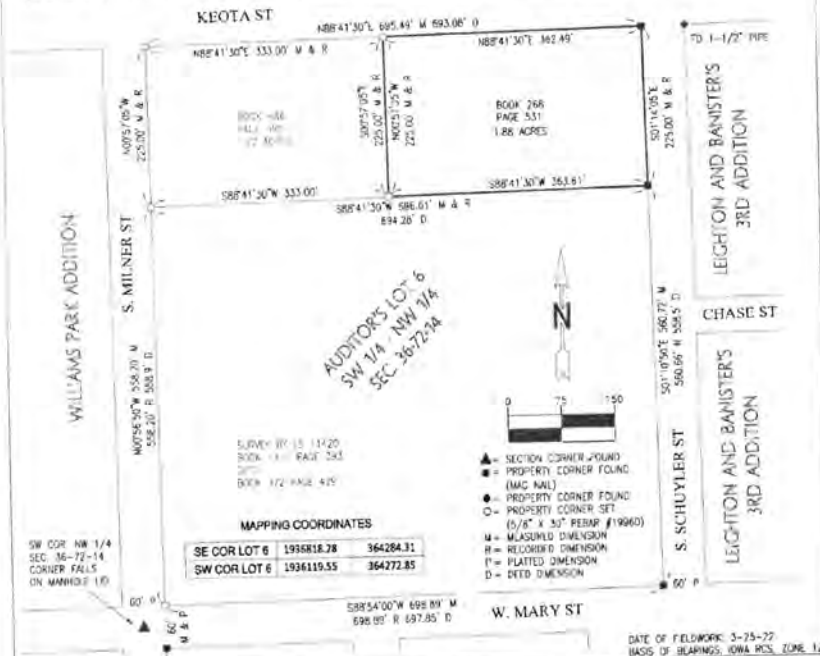
**GARDEN & ASSOC.**

RESERVED FOR RECORDER'S USE  
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

### RETRACEMENT PLAT OF SURVEY

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5<sup>th</sup> P.M. in Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.5 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.20 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5<sup>th</sup> P.M.

EXCEPT the following described tract:  
A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5<sup>th</sup> P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, a distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's Subdivision of the SW 1/4 of the NW 1/4 of said Section 36, as shown by the records of Wapello County, Iowa, subject to easements of record.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.  
*Bobby J. Maddaleno* 3-28-22  
Bobby J. Maddaleno, P.L.S. Date  
License number: 19960  
My license renewal date is December 31, 2023  
Pages of sheets covered by this seal: 1



**CITY OF OTTUMWA**  
**PART OF AUDITOR'S LOT 6**  
**SW 1/4 - NW 1/4 OF SEC. 36-72-14**  
**OTTUMWA, IOWA**

DATE 3/25/22	DRN BJM	APP
FLD.BK.	PROJ.NO.	6022084

**(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 OTTUMWA COMMUNITY SCHOOL DISTRICT, 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 June 7, 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 Ottumwa Community School District (the "Buyer") for \$1.00 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is part of the City park locally known as Pickwick Park and is legally described as follows:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Seventy-two (72) North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point which is 30 feet East and 828.6 feet North of the Southwest corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, said point of beginning being identical with the intersection of the East line of Milner Street and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and open to the public; thence East along the South line of Keota Street a distance of 693.08 feet to the West line of Schuyler Street in said City; thence South along the West line of Schuyler Street a distance of 225 feet; thence West parallel to Keota Street a distance of 694.28 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street a distance of 225 feet to the point of beginning. Said tract being a part of Lot Number Six (6) of Auditor's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 36, Township 72, North, Range 14 West of the 5th P.M.

EXCEPT the following described tract:

A part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa, described as follows to-wit: Beginning at a point which is 30 feet East and 814.1 feet North from the Southwest corner of the NW 1/4 of said section, said point of beginning being identical with intersection of the East line of Milner and the South line of Keota Street in the City of Ottumwa, Iowa, as now platted, dedicated and opened to the public; thence East along the South line of Keota Street a distance of 333.0 feet; thence South along a line parallel to Milner Street a distance of 225 feet; thence West along a line parallel to Keota Street a distance of 333.0 feet to the East line of Milner Street in said City; thence North along the East line of Milner Street, distance of 225.0 feet to the point of beginning, containing 1.72 acres of land. The tract of land herein conveyed is otherwise described as the West 333.0 feet of the North 225.0 feet of Lot No. 6, in Auditor's

Subdivision of the SW 1/4 of the NW 1/14 of said Section 36, as shown by the records of Wapello County, Iowa; subject to easements of record.

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 17th day of May 2022.

Christina Reinhard

---

City Clerk, City of Ottumwa in the State of  
Iowa

(End of Notice)

The Human Rights Commission promotes equity and inclusion in the community and works to ensure equal opportunity in employment, education, housing, public accommodations and services. It is the duty of the Human Rights Commission to affirm, encourage and initiate programs and services within the City designated to eliminate discrimination, improve human relations and positively affect the spirit and intent of applicable human and civil rights legislation. In these efforts, the Commission may enlist the support of community groups and public agencies. The Commission offers access to the affairs of the city for all members of the community. Our duties include:

- Listening to community members and providing access to resources that may resolve, or assist in the resolution of their complaints.
- Connecting citizens with the Iowa Rights Commission in circumstances that may require enforcement action.
- The Commission is to recommend to the Mayor and Council policies and programs with the objective of implementing Commission goals concerning human rights of persons and groups in the community.
- Collaborating with organization and individuals in our community to provide education and training with the goal of ending discrimination and inequities.
- Collecting data and information to identify and report upon the various populations recognized in the community. Create a report to be issued on a bi-annual basis identifying the results of these efforts.
- Provide planning necessary to promote the human rights of all members of the community.
- The Commission shall ascertain the status of human rights in our community and report before the City Council annually.
- Recommend educational and community training opportunities concerning relevant human rights issues and best practices.
- Connect various populations through promoting and creating events to help celebrate culture and inclusion.

The Commission is comprised of nine voting members and three ex-officio (non-voting) members serving without compensation. Members are appointed by the Mayor to three-year terms that are staggered to ensure both continuity and access to new voices for the Commission. The nine voting members shall include representation as follows: A member of the business community, a person who is foreign-born, a person who is an educator, a person who identifies as having a disability, a person who is a landlord, a person who identifies as a member of the LGBTQIA2S+ community, a person of color and the balance of available seats by interested residents of the city. An appointed member of the Commission must remain a resident of the City during their service. The ex-officio members shall include The Mayor, the City Administrator and a member of the City Council.



CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: May 17, 2022

Alicia Bankson

Prepared By

Engineering Department

Department

Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Award the contract for the 2022 RFP #2 West End Valve Check Installation.

\*\*\*\*\*

\*\*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: Award the contract for the 2022 RFP #2 West End Valve Check Installation and authorize the mayor to sign the Contract.

DISCUSSION: This project will consist of the following:

**Relay and Connect 24" RCP:** Where the storm sewer outfall empties into Harrows Branch expose and re-lay the last 4 pieces of 24" RCP using bedding class R-1. Wrap joints with engineering fabric and connect according to Iowa DOT Standard Road Plan DR-121. Payment will be per pipe section.

**Install In-line Check Valve:** This item is to install an in-line check valve at the outfall end of the pipe being re-laid above. The check valve will be slid into the end of the pipe and held in place with two furnished expansion rings. After tightening the expansion rings install 2 - ½ inch diameter anchor bolts through each ring and into the RCP. The check valve is currently being stored at the Wastewater Plant and is available for inspection.

The contractor is responsible for site restoration including; seeding, mulching, and fertilizing. Because the work site is on the Ottumwa Levee System this must occur immediately after completion. Therefore, work must coincide with the Fall or Spring seeding window. This project shall be completed by September 30, 2022.

Plans were sent to 3 contractors and 2 bids were received. One for \$9,800.00 from Wannors Excavating and the low bid from DC Concrete and Construction of Douds, Iowa for \$8,200.00.

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: No

## CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 11 day of May, 2022 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and DC Concrete & Construction, LLC of Donds, Iowa herein after called the "CONTRACTOR."

### WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE **West End Check Valve Installation** as stated in the attached signed proposal are included as part of this contract.

In the following location to wit, **1322 West Second St, Ottumwa, IA.**

It is understood and agreed: The Contract will be paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances and all OSHA, NFPA and ADA regulations.

Section 423.3 of the 2005 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP – West End Check Valve Installation**. Said payment to be made upon presentation of an invoice for aforesaid improvement. 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.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or



claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

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

**CITY OF OTTUMWA**

Richard W. Johnson

Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard

Chris Reinhard, City Clerk

**CONTRACTOR**

DC Concrete & Construction, LLC  
Company Name

Osudgt Ruff  
Representative Signature

15476 Emerald RD  
Company Address

Dows Iowa 52551  
City, State, Zip

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: **West End Check Valve Installation**

May 11, 2022  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents

<u>West End Check Valve Install</u>	<u>QTY*</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
Bid items:				
1. Relay and Connect 24" RCP	4	EA	\$1,800 <sup>DC</sup>	7,200 <sup>DC</sup>
2. Install In-line Check Valve	1	EA	\$1,000	1,000

APPROXIMATE START DATE  
Construction may begin immediately after approval of the contract.

WARRANTY, (Specify)  
NONE

TIME REQUIRED

All work shall be completed on or before **September 30, 2022**. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started the work by the start date.

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

DC Concrete & Construction  
Name of Company

641-919-0636  
Phone Number

By *[Signature]*  
Authorized Signature

5/11/2022  
Date



**REQUEST FOR PROPOSAL**  
RFP – West End Check Valve Installation

**The City of Ottumwa, Iowa is accepting quotes to remove, relay, and connect together a 24" RCP outfall, and install an in-line check valve at the outlet. Work is located at 1322 West Second St.**

**West End Check Valve Installation**

**Relay and Connect 24" RCP:** Where the storm sewer outfall empties into Harrows Branch expose and re-lay the last 4 pieces of 24" RCP using bedding class R-1. Wrap joints with engineering fabric and connect according to Iowa DOT Standard Road Plan DR-121. Payment will be per pipe section.

**Install In-line Check Valve:** This item is to install an in-line check valve at the outfall end of the pipe being re-laid above. The check valve will be slid into the end of the pipe and held in place with two furnished expansion rings. After tightening the expansion rings install 2 - ½ inch diameter anchor bolts through each ring and into the RCP. The check valve is currently being stored at the Wastewater Plant and is available for inspection.

The contractor is responsible for site restoration including; seeding, mulching, and fertilizing. Because the work site is on the Ottumwa Levee System this must occur immediately after completion. Therefore, work must coincide with the Fall or Spring seeding window. This project shall be completed by September 30, 2022.

**West End Sewer Repairs and Check Valve Install**      **QTY\* UNIT PRICE EXTENSION**

Bid items:

1. **Relay and Connect 24" RCP**

4

EA

1,800<sup>DC</sup>

7,200<sup>DC</sup>

2. **Install In-line Check Valve**

1

EA

\$1,000

1,000

\*These estimated quantities are for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity. Payment will be made based on actual work completed.

Interested parties are ***strongly urged*** to view the location of this project and shall make all necessary measurements or calculations to make themselves aware of the work involved. *All labor, materials, and equipment, etc. shall be considered incidental to the bid items. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.*

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted** to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, **by 2:00 p.m. on May 11, 2022** and clearly labeled **Harrows Branch Check Valve Installation**. Bid opening to be held at 2:00 p.m. on **May 11, 2022**

If there are any questions regarding the bid proposal, please contact Phillip Burgmeier at 641-683-0680 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

*Contract Attached*



DC Concrete & Construction  
Dowds, IA 52551

Bid Proposal for  
RFP - West End Check Valve Inst  
Ottumwa, Iowa

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

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

Council Meeting of: May 17, 2022

Finance  
Department

Tina Jaegers  
Prepared By  
Tina Jaegers  
Department Head

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

AGENDA TITLE: Resolution No. 125-2022 Public Hearing on the Proposed Amendment to the FY22 City Budget

\*\*\*\*\*

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

The Council of Public Safety and Public Health of the City of Ottumwa, Iowa, hereby certifies that this document is a true and correct copy of the original as filed with the City Clerk.

RECOMMENDATION: Open Public Hearing  
Presentation by City Staff  
Call for written and oral objections  
Close public hearing  
Pass and adopt Resolution Number 125-2022

DISCUSSION: A public hearing is required for citizen comments prior to consideration of amending the budget for FY2022. The budget is being amended according to the attached summary. This amendment will not increase the property tax levy.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 125-2022**

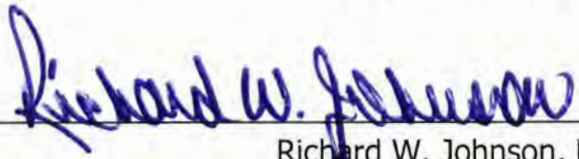
**RESOLUTION AMENDING THE ANNUAL BUDGET FOR THE FISCAL  
YEAR ENDING JUNE 30, 2022.**

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

The amended annual budget for fiscal year ending June 30, 2022, as set forth in the Amended Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law.

PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF MAY 2022.

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of OTTUMWA  
Fiscal Year July 1, 2021 - June 30, 2022

The City of OTTUMWA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

**Meeting Date/Time:** 5/17/2022 05:30 PM

**Contact:** Tina Jaegers

**Phone:** (641) 683-0673

**Meeting Location:** City Hall Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,560,095	0	13,560,095
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,550,095	0	13,550,095
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	484,725	0	484,725
Other City Taxes	6	4,615,803	0	4,615,803
Licenses & Permits	7	329,164	35,000	364,164
Use of Money & Property	8	1,124,395	31,700	1,156,095
Intergovernmental	9	4,217,453	2,645,404	6,862,857
Charges for Service	10	18,476,740	698,787	19,175,527
Special Assessments	11	35,000	27,500	62,500
Miscellaneous	12	1,099,834	107,100	1,206,934
Other Financing Sources	13	0	0	0
Transfers In	14	13,187,095	562,117	13,749,212
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>57,120,304</b>	<b>4,107,608</b>	<b>61,227,912</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	9,333,186	345,311	9,678,497
Public Works	17	8,294,224	-495,763	7,798,461
Health and Social Services	18	806,094	0	806,094
Culture and Recreation	19	2,448,640	1,000	2,449,640
Community and Economic Development	20	335,671	79,054	414,725
General Government	21	1,821,541	171,600	1,993,141
Debt Service	22	3,812,387	763,638	4,576,025
Capital Projects	23	11,061,602	1,518,769	12,580,371
Total Government Activities Expenditures	24	37,913,345	2,383,609	40,296,954
Business Type/Enterprise	25	13,657,596	1,301,139	14,958,735
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>51,570,941</b>	<b>3,684,748</b>	<b>55,255,689</b>
Tranfers Out	27	13,187,095	562,117	13,749,212
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>64,758,036</b>	<b>4,246,865</b>	<b>69,004,901</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-7,637,732</b>	<b>-139,257</b>	<b>-7,776,989</b>
Beginning Fund Balance July 1, 2021	30	50,387,483	0	50,387,483
<b>Ending Fund Balance June 30, 2022</b>	<b>31</b>	<b>42,749,751</b>	<b>-139,257</b>	<b>42,610,494</b>

**Explanation of Changes:** ARPA Funding is the major increase in revenues. Also, the Airport is now being operated by the City, increasing revenues and expenses overall.

City of Ottumwa

FY 22

Certified Amendable Values

	Before Amendment	Amendment Amount	New Total
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>			
Taxes Levied on Property	13,560,095	-	13,560,095
Less: Uncollected Delinquent Taxes	10,000	-	10,000
Net Current Property Tax	13,550,095	-	13,550,095
Delinquent Property Tax Revenue	-	-	-
TIF Revenues	484,725	-	484,725
Other City Taxes	4,615,803	-	4,615,803
Licenses & Permits	329,164	35,000	364,164
Use of Money & Property	1,124,395	31,700	1,156,095
Intergovernmental	4,217,453	2,645,404	6,862,857
Charges for Service	18,476,740	698,787	19,175,527
Special Assessments	35,000	27,500	62,500
Miscellaneous	1,099,834	107,100	1,206,934
Other Financing Sources	-	-	-
Transfers In	13,187,095	562,117	13,749,212
<b>Total Revenues &amp; Other Sources</b>	<b>57,120,304</b>	<b>4,107,608</b>	<b>61,227,912</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>			
Public Safety	9,333,186	345,311	9,678,497
Public Works	8,294,224	(495,763)	7,798,461
Health & Social Services	806,094	-	806,094
Culture & Recreation	2,448,640	1,000	2,449,640
Community & Economic Development	335,671	79,054	414,725
General Government	1,821,541	171,600	1,993,141
Debt Service	3,812,387	763,638	4,576,025
Capital Projects	11,061,602	1,518,769	12,580,371
<b>Total Government Activities Expenitures</b>	<b>37,913,345</b>	<b>2,383,609</b>	<b>40,296,954</b>
Business Type/Enterprise	13,657,596	1,299,139	14,956,735
<b>Total Gov Activities &amp; Business Expenitures</b>	<b>51,570,941</b>	<b>3,682,748</b>	<b>55,253,689</b>
Transfers Out	13,187,095	562,117	13,749,212
<b>Total Expenditures &amp; Transfers Out</b>	<b>64,758,036</b>	<b>4,244,865</b>	<b>69,002,901</b>
<b>EXCESS REVENUE &amp; OTHER SOURCES OVER (UNDER) EXPENDITURES/TRANSFERS OUT</b>	<b>(7,637,732)</b>		<b>(7,774,989)</b>
Beginning Fund Balance July 1, 2021	50,387,483		50,387,483
<b>Ending Fund Balance June 30, 2022</b>	<b>42,749,751</b>		<b>42,612,494</b>



CITY OF OTTUMWA  
 FY 22 BUDGET AMENDMENTS

	<u>Expense</u>	<u>Revenue</u>
<u>General Fund</u>		
Beer & Liquor License		\$ 4,000
Trf ARPA Funds Revenue Recovery		562,117
Rent		1,000
Rebates		(64,000)
Monies & Credits		10,400
Container Stickers		6,000
Building Permits		31,000
Housing Cleanup Assessments		27,500
Passes-Beach		4,000
Tube Rentals		1,000
Arerobics-Beach		500
Locker Rental-Beach		600
Sale of Salvage		3,200
Sale of Real Estate		7,100
<u>110 - Police</u>		
Salaries & Benefits	\$ 107,000	
Electric	\$ (3,360)	
Telephone/IT	\$ (7,130)	
Printing	\$ (2,180)	
Rents & Leases	\$ 200	
Photocopies	\$ 1,000	
Credit Card Processing Fees	\$ 100	
Other Professional Services	(2,070)	
<u>118 - Covid 19 Expense</u>		
Operating Supplies	15,000	
<u>150- Fire Department</u>		
Salaries & Benefits	111,751	
Sustenance Supplies	(1,500)	
EMS Supplies	1,500	
<u>520 - Contributions to Other Agencies</u>		
Civic Center H/M Tax	54,054	
<u>610 - Administration</u>		
Legal Fees	49,800	
<u>620 - City Clerk</u>		
Postage/Shipping	600	
<u>625 - Finance</u>		
Salaries & Benefits	55,000	
Office Equip Maint	4,500	
Telephone/IT	11,200	
Bank Analysis Fees	400	
Contractual Services	(400)	
<b>General Fund Totals</b>	<b>\$ 395,465</b>	<b>\$ 594,417</b>
<u>Parking Ramp 002</u>		
Parking Ramp Permits		\$ 2,000
<b>Parking Ramp Totals</b>	<b>\$ -</b>	<b>\$ 2,000</b>
<u>ARPA Funding 003</u>		
ARPA Revenue		\$ 1,815,704
Ramp Maintenance & Repair	\$ 562,117	
<b>ARPA Funding Totals</b>	<b>\$ 562,117</b>	<b>\$ 1,815,704</b>

CITY OF OTTUMWA  
 FY 22 BUDGET AMENDMENTS

	<u>Expense</u>	<u>Revenue</u>
<b><u>Westgate TIF Fund 125</u></b>		
Contribution/Mainstreet	25,000	
<b>Total Westgate TIF</b>	<b>\$ 25,000</b>	<b>\$ -</b>
<b><u>Risk Management Fund 129</u></b>		
Fire W/C 411 Claims	\$ 30,000	
Salaries & Benefits	\$ 9,500	
Dues & Memberships	\$ 1,000	
Insurance Claims	\$ 10,000	
Property Insurance	\$ 20,000	
Vehicle Liability Insurance	\$ 10,000	
<b>Risk Management Total</b>	<b>\$ 80,500</b>	<b>\$ -</b>
<b><u>Airport Fund 131 (Moved from Special to Proprietary)</u></b>		
Rent		\$ (7,790)
Hanger Rent		\$ 15,027
Service Fees		\$ 46,000
Crop Ground Rent		\$ 4,650
Cares Act Federal Grant		\$ 32,000
State Aviation Grant		\$ 10,000
FBO Airplane Rental		\$ 22,000
FBO Flight Instruction		\$ 6,000
FBO Labor		34,000
Sale of Parts/Supplies		2,800
Fuel Flowage		(17,000)
Aviation Fuel		475,000
Sale of Real Estate		(14,000)
280 - Salary & Benefits	\$ 123,457	
280 - Grounds Maint & Repair	\$ 6,500	
280 - Aviation Fuel	\$ 400,000	
280 - Natural Gas	\$ 4,000	
280 - Property Insurance	\$ 28,000	
280 - Contract Employees	\$ 30,000	
280 - Rents & Leases	\$ 10,000	
280 - Vehicle Insurance	\$ 3,400	
280 - Other Professional Services	\$ 12,000	
280 - Miscellaneous Contract Work	\$ (17,500)	
280 - Vehicle Maintenance Supplies	\$ 6,000	
280 - Vehicle Fuel	\$ 5,000	
280 - FBO Parts/Supplies	\$ 6,000	
785- Operating Supplies	\$ 1,000	
786 - Engineering	\$ 20,000	
<b>Airport Fund Total</b>	<b>\$ 637,857</b>	<b>\$ 608,687</b>
<b><u>Haz-Mat (137)</u></b>		
Homeland Security Grant		\$ 12,000
Homland Funds--FF Grant		\$ 75,000
Claims		\$ 12,000
Grant Expense	\$ 20,000	
Other Capital Equipment	\$ 75,000	
<b>Haz-Mat Total</b>	<b>\$ 95,000</b>	<b>\$ 99,000</b>
<b><u>Downtown Streetscape 146</u></b>		

CITY OF OTTUMWA  
 FY 22 BUDGET AMENDMENTS

	<u>Expense</u>	<u>Revenue</u>
CBGD Grant-Revenue		\$ 41,600
Streetscape Revenue		\$ 165,000
Personnel Services	\$ 8,120	
Contractual Services	\$ 130,000	
Downtown Streetscape Total	<u>\$ 138,120</u>	<u>\$ 206,600</u>
<u>Other Bond Projects 151</u>		
City Housing Repayments		\$ 3,000
CDBG COVID Façade Grant		\$ 10,100
110 - Police Equipment	\$ 139,912	
432 - City Hall	255,000	
Other Bond Projects Total	<u>\$ 394,912</u>	<u>\$ 13,100</u>
<u>Community Development 174</u>		
433 - Misc Expense Tree Planting	1,000	
464 - Bark Park Expenses	\$ 10,000	
Community Development Total	<u>\$ 11,000</u>	<u>\$ -</u>
<u>Debt Service 200</u>		
Series 2021A 703-Principal	580,000	
Series 2021A 703-Interest	181,738	
Series 2021A 703-Fees	1,200	
Series 2021B Fees-Kohls Refi	700	
Debt Service Fund Total	<u>\$ 763,638</u>	<u>\$ -</u>
<u>Street Project 301</u>		
IDOT Grant-Milner Street		649,000
731 - Milner Street	\$ 135,000	
732 - Eisenhower Bridge	85,000	
739 - Pawnee Drive	(100,000)	
749 - Marion Street	33,187	
768 - Johnson Street	140,000	
Street Projects Total	<u>\$ 293,187</u>	<u>\$ 649,000</u>
<u>Airport Projects 303</u>		
780 - Runway 13/31 Reconstruct	205,000	
795 - Runway 4/22 Rehab	30,000	
Airport Projects Total	<u>\$ 235,000</u>	<u>\$ -</u>
<u>311-Levee Projects</u>		
145-Levee Certification	\$ 552,000	
Park Projects Total	<u>\$ 552,000</u>	<u>\$ -</u>
<u>Recycling Fund 673</u>		
Sale of Materials		\$ 96,000
Service Fees		\$ (4,000)
Landfill Fund Total	<u>\$ -</u>	<u>\$ 92,000</u>
<u>Bridge View Center Fund 720</u>		
Building Maint & Repair	2,000	
Management Services	6,166	
Bridge View Center Total	<u>\$ 8,166</u>	<u>\$ -</u>

CITY OF OTTUMWA  
 FY 22 BUDGET AMENDMENTS

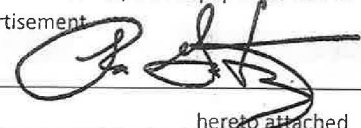
	<u>Expense</u>	<u>Revenue</u>
<b><u>Golf Course-Fund 750</u></b>		
Miscellaneous Revenue		\$ 10,000
General Liability Insurance	\$ 422	
Other Professional Fees	\$ 3,500	
<b>Bridge View Center Total</b>	<b><u>\$ 3,922</u></b>	<b><u>\$ 10,000</u></b>
<b><u>Equipment Purchasing Fund 840</u></b>		
Miscellaneous Revenue		\$ 17,100
121 - Fire Fleet	\$ 34,978	
431 - Parks Dept Equip	\$ 2,000	
<b>Bridge View Center Total</b>	<b><u>\$ 36,978</u></b>	<b><u>\$ 17,100</u></b>
<b><u>Group Life Insurance Fund 863</u></b>		
Group Life Premiums	\$ 12,000	
Other Professional Services		
Postage & Shipping		
<b>Group Health Insurance Fund</b>	<b><u>\$ 12,000</u></b>	<b><u>\$ -</u></b>
<b>TOTALS</b>	<b><u>\$ 4,244,862</u></b>	<b><u>\$ 4,107,608</u></b>

# 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

Amendment Budget  
City of Ottumwa



was published in said newspaper for 1 consecutive week's to-wit: 5/5/22 hereto attached

Subscribed and sworn to before me, and in my presence, by the said 5th day of May, 2022




Notary Public

In and for Wapello County

Printer's fee \$130.83

## COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of OTTUMWA				
Fiscal Year July 1, 2021 - June 30, 2022				
The City of OTTUMWA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022				
Meeting Date/Time: 5/17/2022 05:30 PM		Contact: Tina Jaegers	Phone: (641) 683-0673	
Meeting Location: City Hall Council Chambers				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,560,095	0	13,560,095
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,550,095	0	13,550,095
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	494,725	0	494,725
Other City Taxes	6	4,615,803	0	4,615,803
Licenses & Permits	7	329,164	35,000	364,164
Use of Money & Property	8	1,124,395	31,700	1,156,095
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Explanation of Changes: ARPA Funding is the major increase in revenues. Also, the Airport is now being operated by the City, increasing revenues and expenses overall.				



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

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

Council Meeting of: May 17, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: ORDINANCE NO. 3197-2022: AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1321 ASBURY DRIVE IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

\*\*\*\*\*

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

RECOMMENDATION: Open public hearing,  
Receive public comment,  
Close public hearing,  
Pass first consideration of Ordinance No. 3197-2022

DISCUSSION: Ordinance No. 3124-2017 provided conditional rezoning of property at 1321 Asbury Dr. from R-1 to R-5 for a multi-family residential development not to exceed 63 units and to begin within 5 years. The ordinance provided for extension, if the developer was able to demonstrating pursuing competition of the project. Jim Danaher, the owner of the property submitted a progress report totaling over 350 pages, the cover letter is included in the packet.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Danaher developed a project for the site for the 2021 Iowa Low Income Tax Credit application round however all but two of the awarded projects for that year were areas affected by the Derecho. He has redesigned the concept for application this year, but requires an extension of the conditional rezoning.

This Ordinance extends the current rezoning with the same terms. Ordinance No. 3124-2017 provided that an extension would be granted if the developer provided a progress report with substantive progress toward project inception. Staff believes the provided report satisfies what was described in Ordinance No. 3124-2017. Further, the developer is preparing an application for the 2022 Low Income Tax Credit application round which would advance development priorities around housing.

**ORDINANCE NO. 3197-2022**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1321 ASBURY DRIVE IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP**

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

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

WHEREAS, the Ottumwa City Council previously approved a conditional rezoning ordinance related to this property in Ordinance No. 3124-2017; and

WHEREAS, Ordinance No. 3124-2017 conditionally rezoned the property from R-1 Single Family Residential District (Low Density) to R-5 Multi-Family Residential District (High Density), and required the property owner to develop a multi-housing development project, not to exceed 63 units, on the property within five years; and

WHEREAS, the property owner is requesting an extension in which to complete the multi-housing development project and a new ordinance is therefore required; and

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

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

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

**SECTION 1. ZONING AMENDMENT.** The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of R-1 Single Family Residential District (Low Density) to R-5 Multi-Family Residential District (High Density), to wit:

Lots No. 17, 18, 19, 20, and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7, and 8 in Block No.3 of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page 576, also as set out in quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through eight (8)

in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-One (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

This rezoning is subject to the following conditions:

1. That the multi-family housing development on property known as 1321 Asbury Avenue shall have a five-year term during which substantive progress should be made. If said development is not completed during this initial term of construction, Owner shall deliver a progress report, illustrating substantive progress toward project inception, at which time an agreement extension will be granted to Owner. Owner may receive one or more such extensions.

2. That the multi-family housing development project on said property may not exceed 63 units of multi-family housing. In the event of Owner's need to exceed this housing unit limitation, Owner must provide substantial basis for such exception and City may agree to such a change in Conditions, upon advisement of the Planning and Zoning Commission and by majority vote in a duly authorized and advertised public meeting of said body.

3. In the event the property know as 1321 Asbury Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

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



James Danaher  
Property Owner

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

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

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

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

\_\_\_\_\_  
Chris Reinhard, City Clerk



# ASBURY HEIGHTS LLC

December 23, 2021

RE: Progress Report on 1321 Asbury Ave. Multifamily Development

TO: Planning and Zoning  
City of Ottumwa

Please find the required report on the progress to develop the Asbury site to apartments.

Listed below and attached for reference are the steps accomplished to further the development of the site at 1321 Asbury into housing.

Architectural plans for the site and building have been prepared and are attached for reference.

Commitments for a portion of the required financing has been approved. See attached letters from South Ottumwa Savings Bank, Central State Bank and Affordable Housing Partners, Inc. This includes the funds required from the investor, the construction loan, and the long term loan.

A market demand study has been completed to confirm the demand for the housing. See attached.

An environmental study has been completed with no finding of contamination. (See attached)

The largest portion of funds required for this development, requires approval by the Iowa Finance Authority (IFA) and to date these funds have not been approved for the project. These funds are allocated based on a minimum of a 15 year commitment to maintain rental rates within an affordable range. The state has limited amount of funds available for affordable housing projects and the projects are selected based on the IFA Board priorities. The most recent priority was to allocate affordable housing funds to counties which experienced extensive damage from Derecho. (See attached) Prior to that counties that had severe flooding were provided additional funds.

Our Ottumwa project competes with projects in the State of Iowa for a limited amount of funds.

Asbury Heights is committed to provide rental housing at affordable rents at this location on Asbury Avenue. The amenities in the surrounding area provide a convenient location for shopping with Fareway Grocery, Dollar General and Hy-Vee within several blocks as well as Goodwill, Hobby Lobby, medical offices and many other stores and amenities.

There is significant demand for affordable rental housing in Ottumwa. Our research has found that over 30% of all household in Ottumwa are Rental Households. Of the estimated 3100 Rental Households, 70% or 2170 households could benefit from the IFA housing program that we are diligently pursuing.

Some of our independent research findings are also included.

We would greatly appreciate maintaining the current zoning for apartments so that the site can meet the stringent qualification for funding with the Iowa Finance Authority. I've attached a schedule showing the minimum time required for completion of the project requirements utilizing Federal and State funding programs. This includes funding approvals, construction completion, and leasing and compliance requirements.

Thank you for considering this request to extend the zoning required to develop the property with rental apartments to serve a very large and important population in Ottumwa.

Please contact me for any additional questions.

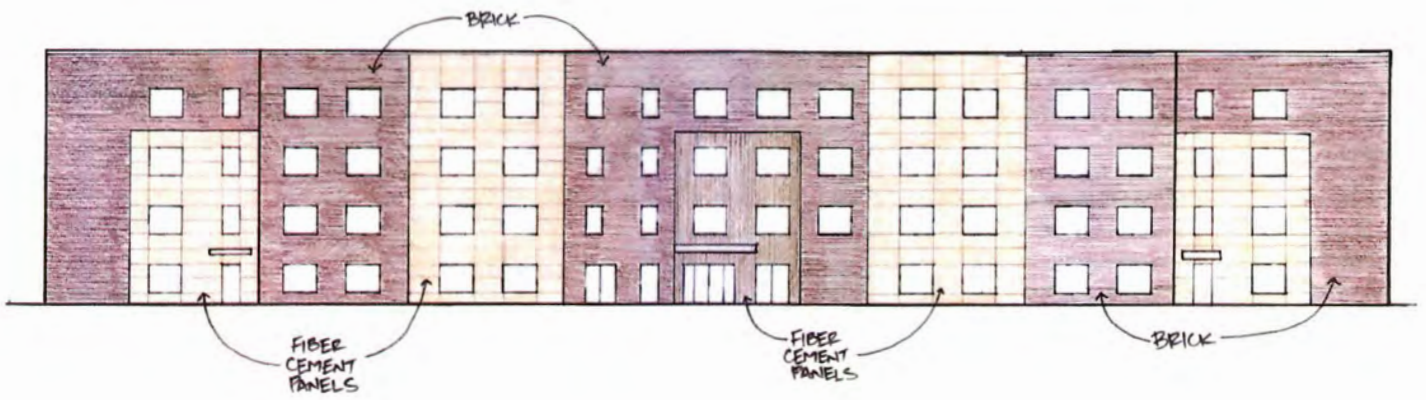
Sincerely,

A handwritten signature in blue ink that reads "Jim Danaher". The signature is written in a cursive, flowing style.

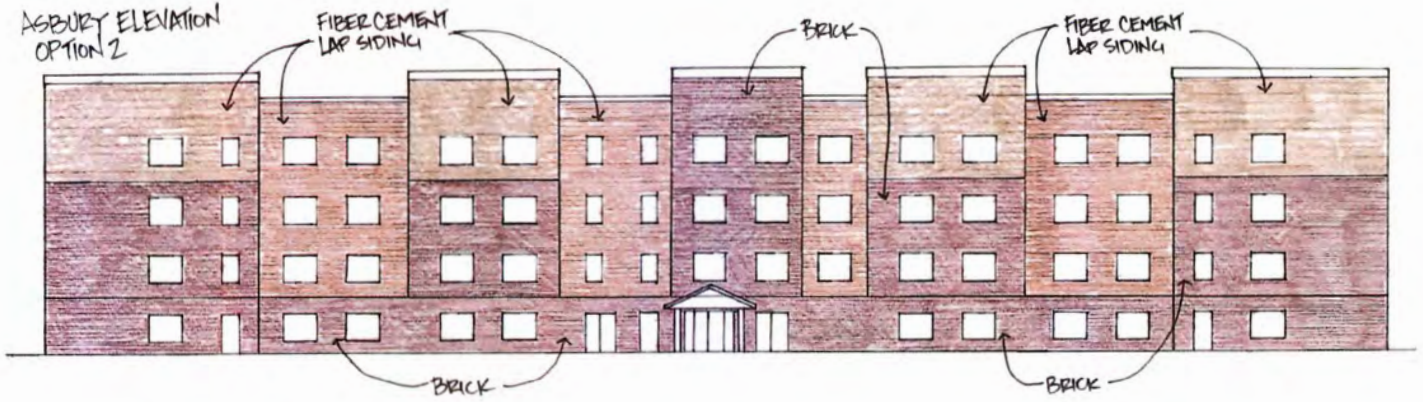
Jim Danaher  
President  
CBC Financial Corporation

ARCHITECT STUDIES  
AND PLANS

ASBURY ELEVATION  
OPTION 1



ASBURY ELEVATION  
OPTION 2





**PROJECT TEAM:**

OWNER: **CBC FINANCIAL**  
1708 S. MAIN STREET  
FAIRFIELD, IOWA 52556

ARCHITECT: **EBERSOLDT + ASSOCIATES ARCHITECTURE, LLC**  
1214 WASHINGTON AVENUE  
ST. LOUIS, MO 63103

**DRAWING INDEX:**

0000	COVER SHEET
AS100	SITE PLAN
A100	FIRST FLOOR PLAN
A101	SECOND FLOOR PLAN
A102	THIRD FLOOR PLAN
A103	FOURTH FLOOR PLAN
A104	ROOF PLAN
A200	ENLARGED 1 BED / 1 BATH ACCESSIBLE UNIT PLAN
A201	ENLARGED 1 BED / 1 BATH TYPE-A UNIT PLAN
A202	ENLARGED 1 BED / 1 BATH TYPE-B UNIT PLAN
A203	ENLARGED 2 BED / 1 BATH ACCESSIBLE UNIT PLAN
A204	ENLARGED 2 BED / 1 BATH TYPE-A UNIT PLAN
A205	ENLARGED 2 BED / 1 BATH TYPE-B UNIT PLAN
A206	ENLARGED 2 BED / 1 BATH TYPE-B END UNIT PLAN
A400	EXTERIOR ELEVATIONS
A401	EXTERIOR ELEVATIONS



DEVELOPER \_\_\_\_\_ 3/4/20

CBC FINANCIAL

1708 S. MAIN STREET  
FAIRFIELD, IOWA 52556  
P: 319.209.1583



**0000 COVER**

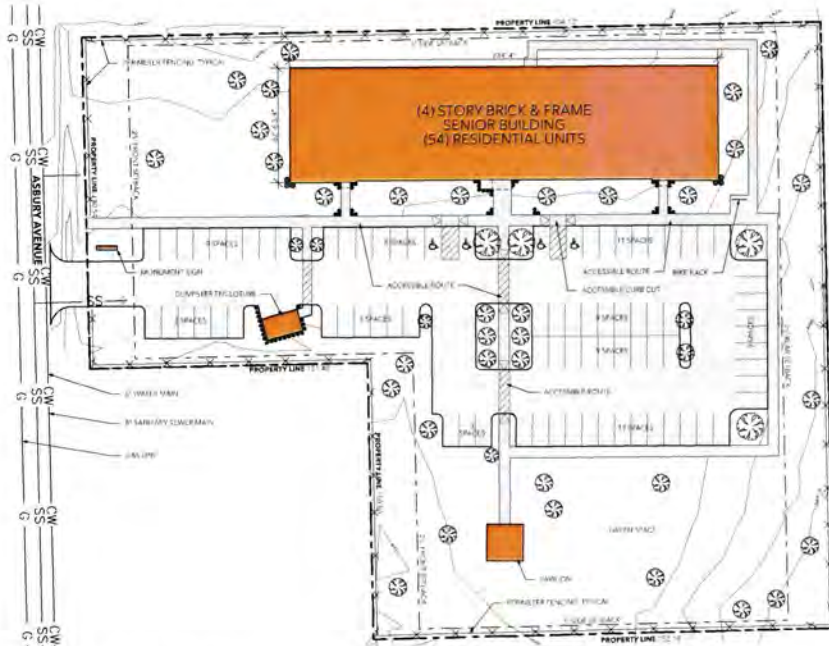
**ASBURY HEIGHTS**

1214 ASBURY AVENUE  
CITYLUMMA, IOWA 52501

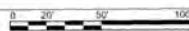
**IFA APPLICATION**

© COPYRIGHT 2001 EBERSOLDT + ASSOCIATES





1 SITE PLAN



DEVELOPER: 3/4/20  
 CBC FINANCIAL  
 1500 S. MAIN STREET  
 TAMPA, FL 33610  
 P: 813.988.1881

PROJECT SQUARE FOOTAGE:

FIRST FLOOR	= 14,228 NSF (14,531 GSF)
SECOND FLOOR	= 14,228 NSF (14,531 GSF)
THIRD FLOOR	= 14,228 NSF (14,531 GSF)
FOURTH FLOOR	= 14,228 NSF (14,531 GSF)
RES. BUILDING TOTAL	= 56,912 NSF (58,124 GSF)
COMMON SPACE	= 12,786 NSF (11,192 GSF)

TOTAL RESIDENTIAL SQUARE FOOTAGE:

(20) 1 BED UNITS @ 703 NSF (752 GSF)	= 14,060 NSF (15,040 GSF)
(18) 2 BED UNITS @ 896 NSF (954 GSF)	= 16,128 NSF (17,172 GSF)
(16) 2 BED END UNITS @ 871 NSF (920 GSF)	= 13,936 NSF (14,720 GSF)
(54) UNITS, TOTAL RENTABLE	= 44,124 NSF (46,932 GSF)

UNIT SUMMARY

- (2) 1 BED / 1 BATH FULLY ACCESSIBLE UNIT
- (1) 1 BED / 1 BATH ACCESSIBLE COMMUNICATION FEATURES
- (5) 1 BED / 1 BATH TYPE-A ACCESSIBLE UNIT
- (12) 1 BED / 1 BATH TYPE-B ACCESSIBLE UNIT
- (4) 2 BED / 1 BATH FULLY ACCESSIBLE UNIT
- (1) 2 BED / 1 BATH ACCESSIBLE COMMUNICATION FEATURES
- (9) 2 BED / 1 BATH TYPE-A ACCESSIBLE UNIT
- (20) 2 BED / 1 BATH TYPE-B ACCESSIBLE UNIT
- (54) TOTAL RESIDENTIAL UNITS

BUILDING CODE CLASSIFICATION 2015 IBC

ZONING CLASSIFICATION R-5 MULTI-FAMILY RESIDENTIAL HIGH DENSITY

SURFACE LOT PARKING SPACES:

- (3) ACCESSIBLE PARKING SPACES
- (1) VAN ACCESSIBLE PARKING SPACE
- (79) STANDARD PARKING SPACES
- (83) TOTAL SURFACE PARKING SPACES



**AS100 SITE PLAN**  
**ASBURY HEIGHTS**  
 1321 ASBURY AVENUE  
 DUBLIN, OHIO 43017  
**IFA APPLICATION**  
 © COPYRIGHT 2020 CBC FINANCIAL - ASSOCIATES

IOWA FINANCE  
AUTHORITY  
ALLOCATION OF  
FUNDS IN 2021

2021 IOWA HOUSING / FUNDING											
#	Project Name	City	County	TYPE	Type	LI Units	Market Rate Units	Total Units	Set Asides	DERECHO	
1	Stella Ridge 2021	Grinnell	Poweshiek	Family	New	44	8	52	Derecho Disaster, Rural	YES	
2	Tulip Tree Apartments	Marion	Linn	Older Persons 55	New	36	4	40	Nonprofit, Derecho Disaster	YES	
3	Van Allen	Clinton	Clinton	Family	Rehab	17	2	19	Nonprofit, Derecho Disaster, Rural	YES	
4	Villas at Fox Pointe Boone	Boone	Boone	Family	New	36	4	40	Derecho Disaster, Rural	YES	
5	Cottage Bluff	Clinton	Clinton	Older Persons 55	New	35	4	39	Derecho Disaster, Rural	YES	
6	Brookline II	DeWitt	Clinton	Family	New	32	4	36	Derecho Disaster, Rural	YES	
7	Shenandoah Senior Villas	Shenandoah	Fremont	Older Persons 55	New	38	2	40	Disaster Recovery, Rural	YES	
8	Johnston Crossing II	Johnston	Polk	Older Persons 55	New	45	5	50	Derecho Disaster	YES	
9	Timber Ridge Senior	Marshalltown	Marshall	Older Persons 55	New	37	5	42	Derecho Disaster, Rural	YES	
10	Grace Creek Senior Apartments	West Des Moines	Dallas	Older Persons 55	New	30	4	34		NO	
11	Cedar Rapids Brickstone LLLP	Cedar Rapids	Linn	Family	New	43	0	43	Supportive Housing for Families	YES	
12	Westown Crossing Senior Apartments	West Des Moines	Polk	Older Persons 55	New	39	5	44	Derecho Disaster	YES	
13	59th Avenue Senior Lofts	Johnston	Polk	Older Persons 55	New	45	6	51	Derecho Disaster	YES	
14	Graceview Courtyard Phase II	Council Bluffs	Pottawattamie	Older Persons 55	New	58	7	65	Nonprofit, Disaster Recovery	YES	
15	The Reserves at Hawkeye	Boone	Boone	Family	New	43	5	48	Derecho Disaster, Rural	YES	
16	Vive	Cedar Rapids	Linn	Older Persons 55	New	46	6	52	Derecho Disaster	YES	
17	The Reserves at South Lake	Grinnell	Poweshiek	Family	New	43	5	48	Derecho Disaster, Rural	YES	
18	Tallgrass	DeWitt	Clinton	Family	New	32	4	36	Derecho Disaster, Rural	YES	

OTTUMWA  
AFFORDABLE  
HOUSING



# OTTUMWA HOUSING STUDY

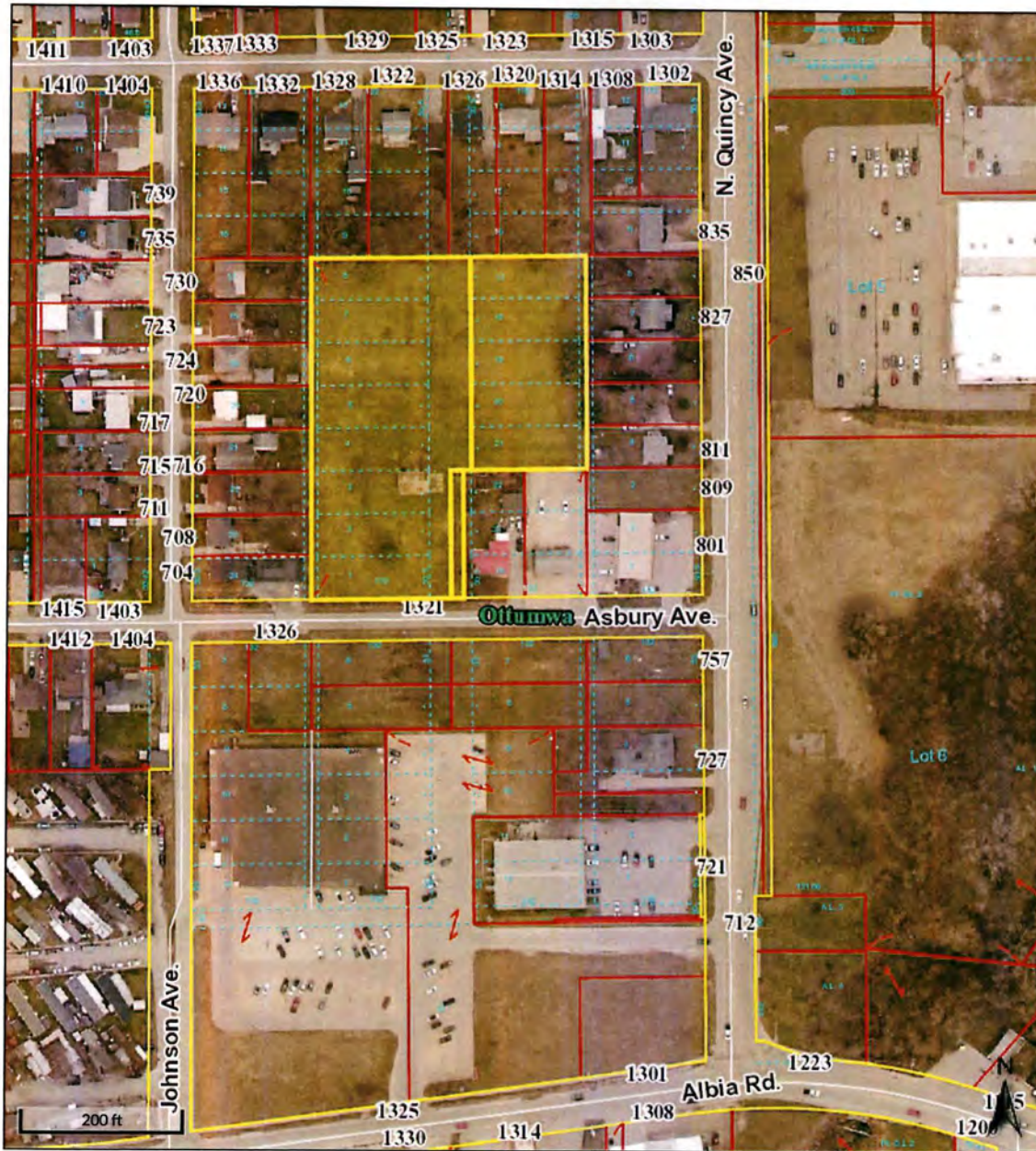
RENTER HOUSEHOLDS							
All Age Groups							
Year 2021 Estimates							
	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers HH	6+-Pers HH	Total
\$0-10,000	266	72	51	8	11	11	419
\$10,000-20,000	372	135	44	14	13	5	583
\$20,000-30,000	195	157	19	41	52	40	504
\$30,000-40,000	115	146	95	57	10	4	427
\$40,000-50,000	152	39	15	15	18	9	248
\$50,000-60,000	96	33	79	14	7	3	232
\$60,000-75,000	47	47	20	20	5	3	142
\$75,000-100,000	67	24	65	27	12	2	197
\$100,000-125,000	54	15	49	27	5	1	151
\$125,000-150,000	37	15	13	19	1	0	85
\$150,000-200,000	21	20	9	9	5	1	65
\$200,000+	19	10	12	9	1	0	51
<b>Totals</b>	<b>1,441</b>	<b>713</b>	<b>471</b>	<b>260</b>	<b>140</b>	<b>79</b>	<b>3,104</b>
						Affordable Rental Households	2,181
						% of Total Rental Households	70%



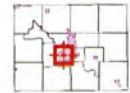
AFFORDABLE  
HOUSING  
DEVELOPMENT  
SCHEDULE

## AFFORDABLE HOUSING DEVELOPMENT CYCLE

TASKS	TIME IN MONTHS	AFFORDABLE HOUSING DEVELOPMENT CYCLE																																																													
		RESEARCH						BUY						ENTITLEMENTS												DESIGN & FINANCE												CONSTRUCTION												LEASE-UP													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60		
MARKET RESEARCH	6																																																														
PROPERTY ACQUISITION	4																																																														
PLANNING & ZONING	12																																																														
DESIGN	8																																																														
FINANCIAL APPROVALS	12																																																														
CONSTRUCTION	16																																																														
LEASE AND COMPLIANCE	12																																																														



Overview



Legend

- Easements
- Lots
- Parcels**
- <blank>
- <blank>
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads**

Date created: 4/26/2022  
 Last Data Uploaded: 4/26/2022 2:20:27 AM

Developed by  **Schneider**  
 GEOSPATIAL

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

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

Council Meeting of: May 17, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 126-2022: A RESOLUTION REPEALING RESOLUTION 77-2022 AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE OTTUMWA BLESSINGS SOUP KITCHEN / FOOD PROGRAM ASSISTANCE PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 126-2022

DISCUSSION: Resolution 77-2022 authorized applying for a \$100,000 CDBG food program assistance grant for Blessings Soup Kitchen. An error in that resolution referenced local match from a different CDBG program. This resolution repeals Resolution 77-2022 and corrects the error. This program requires no match from the City or Blessings.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



RESOLUTION NO. 126-2022

**A RESOLUTION REPEALING RESOLUTION 77-2022 AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE OTTUMWA BLESSINGS SOUP KITCHEN / FOOD PROGRAM ASSISTANCE PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS**

WHEREAS, on March 15, 2022 the City Council passed and adopted Resolution 77-2022 which contained an error in the description of local match and total project cost.

WHEREAS, the City Council has determined that food insecurity is a high priority for the City of Ottumwa; and

WHEREAS, the Blessings Soup Kitchen provides daily meals to the homeless in Ottumwa and, if funded, the project will help continue providing service to the community to address these food needs; and

WHEREAS, the scope of work will be consistent with the grant guidelines as provided by the Iowa Economic Development Authority under the Community Development Block Grant CV Program; 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) Food bank/food program assistance fund not to exceed \$100,000; and

WHEREAS, local match will be provided by Blessings Soup Kitchen in the amount of \$0 and from the City for in the amount of \$0 for a total project of \$100,000; 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 CARES 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:

Resolution No. 77-2022 is hereby repealed.

BE IT FURTHER RESOLVED, THAT:

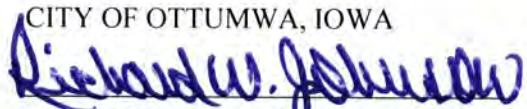
The Mayor of the City of Ottumwa is authorized to sign all documents related to the CDBG Application to the COVID-19 food service project, and, if funded, is hereby authorized to sign all grant related contract documents.



BE IT FURTHER RESOLVED THAT:

The City adopts IEDA's Duplication of Benefits Policies and Procedures.

APPROVED, PASSED, AND ADOPTED this 17<sup>th</sup> day of May 2022.

CITY OF OTTUMWA, IOWA  
  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: May 17, 2022

JAY WHEATON

Prepared By

DUKE BALL

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Resolution # 127-2022 Approving the submission of application for the Iowa Airport Capital Improvement Program (ACIP) and Certifying Eligibility Requirements for the fiscal years 2023-2026.

\*\*\*\*\*

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

City of Ottumwa, Iowa  
City Summary is the Product of Public Hearing. It is not intended to be used as a substitute for the actual hearing.

RECOMMENDATION: Pass and adopt Resolution # 127-2022

DISCUSSION: The city submits an annual Airport Improvement Plan to the Iowa DOT. The plan serves as the pre-application for the IDOT's grant program. The updated project plan includes:  
\*Taxiway Improvements 2023  
\*Construct Hanger 2025  
\*Terminal Apron Improvements 2026 (phase 1)  
The following is included in the plan: data sheets with project description, amount of requested IDOT dollars 85%, local match required 15% of the project. This has been approved by the Airport Advisory Board.

Source of Funds: 85% IDOT 15% Airport Fund

Budgeted Item:



Budget Amendment Needed:

Resolution No. 127-2022

A RESOLUTION AUTHORIZING THE SUBMISSION OF  
APPLICATION FOR IOWA AIRPORT IMPROVEMENT PROGRAM  
AND CERTIFYING ELIGIBILITY REQUIREMENTS FOR THE FISCAL  
YEARS 2023-2026

WHEREAS, the City of Ottumwa desires to make an application for Airport Improvement Program funding to the Iowa Department of Transportation for certain improvements at the Ottumwa Regional Airport as described as follows:

- Taxiway Improvements

WHEREAS, the Iowa Department of transportation requires a resolution certifying certain application requirements, commitments, and criteria; and

WHEREAS, on behalf of the City, Kirkham Michael Associates, Inc. has prepared an application describing the proposed improvements.

NOW THEREFORE BE IT RESOLVED THAT:

1. The City hereby endorses the Application for Iowa Airport Improvement Program funding for said improvements.
2. The City is hereby authorized to sign and submit the Application.
3. The City hereby commits availability of the local share of the funds as outlined in the Applications.

PASSED AND ADOPTED this 17th day of May, 2022

ATTEST:

  
*Christina Reinhard*  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA  
*Richard W. Johnson*  
Richard W. Johnson, Mayor

## AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- Airport State Funding Application Checklist
- Project data sheet, including a detailed cost breakdown. Use one for each project.
- City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- Five-Year Capital Improvement Program (CIP)
- Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- Verification that you have an airport security plan on file with Iowa DOT Aviation (when applying for airport security projects).

Protective land use zoning and/or planning (please answer the following).

- |   |   |                                |                             |                                  |
|---|---|--------------------------------|-----------------------------|----------------------------------|
| Height zoning   | <input checked="" type="checkbox"/> Yes | Date adopted <u>05/19/1999</u> | <input type="checkbox"/> No | <input type="checkbox"/> Pending |
| Land use planning/zoning                                  | <input type="checkbox"/> Yes            | Date adopted _____             | <input type="checkbox"/> No | <input type="checkbox"/> Pending |
| Comprehensive plan adopted with airport land use included | <input type="checkbox"/> Yes            |                                | <input type="checkbox"/> No | <input type="checkbox"/> Pending |
| Other (please explain) _____                              |   |                                |                             |                                  |

- Provide verification that you have either updated the \_\_\_\_\_ website or submitted based aircraft N - numbers to Iowa DOT Aviation.
- Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to:



## AIRPORT STATE FUNDING APPLICATION

Airport Name: Ottumwa Regional

Airport Sponsor Name: City of Ottumwa

Contact Person: JD Wheaton Title: Airport Facilities Manager

Address: 14802 Terminal Street

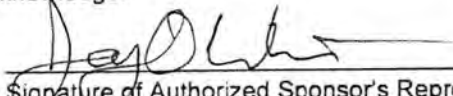
City: Ottumwa State: IA ZIP Code: 52501

Daytime Phone: 641-683-0619 E-mail: airport@ci.ottumwa.ia.us

FAX: \_\_\_\_\_

Project Description: If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.	Project Type	Total Project Amount	State Amount Requested	Percent State Share
Runway Rehabilitation	Airport Development	\$349,300.00	\$296,905.00	85
				NaN
				NaN
				NaN
				NaN

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

  
 \_\_\_\_\_  
 Signature of Authorized Sponsor's Representative

\_\_\_\_\_  
 Airport Facilities Manager  
 Title

JD Wheaton  
 \_\_\_\_\_  
 Typed Name

Date: May 09, 2022  
 \_\_\_\_\_

e-Mail the signed application to: [Shane.Wright@iowadot.us](mailto:Shane.Wright@iowadot.us)





# AIRPORT STATE FUNDING PROJECT DATA SHEET

Fiscal Year: 2023

Submit a separate data sheet for each project.

Airport: Ottumwa Regional Date: May 09, 2022

Project Type (Check one only):  
 Airport Improvement Program (AIP)  
 Commercial Service Vertical Infrastructure (CSVI)  
 General Aviation Vertical Infrastructure (GAVI)

Project Description: Taxiway Improvements - Reconstruct

Engineering Firm (If unknown, write unknown): Kirkham Michael

Shown on current Airport Layout Plan (ALP)  Yes  No Current ALP Date: April 24, 2014

Sketch: Attach separate sketch from ALP if applicable.

Project Justification (Include detailed information and data to support need):  
This project replaces the pavement of the angled taxiway (PCI 28), a portion of Taxiway A and B. See PCI Map

Detailed Cost Estimate (Attach separate sheet if necessary):  
See Attached

	Amount	Percentage
Total Project Cost:	<u>\$349,300.00</u>	<u>100%</u>
Local Share:	<u>\$52,395.00</u>	<u>15%</u>
Requested State Share:	<u>\$296,905.00</u>	<u>85%</u>

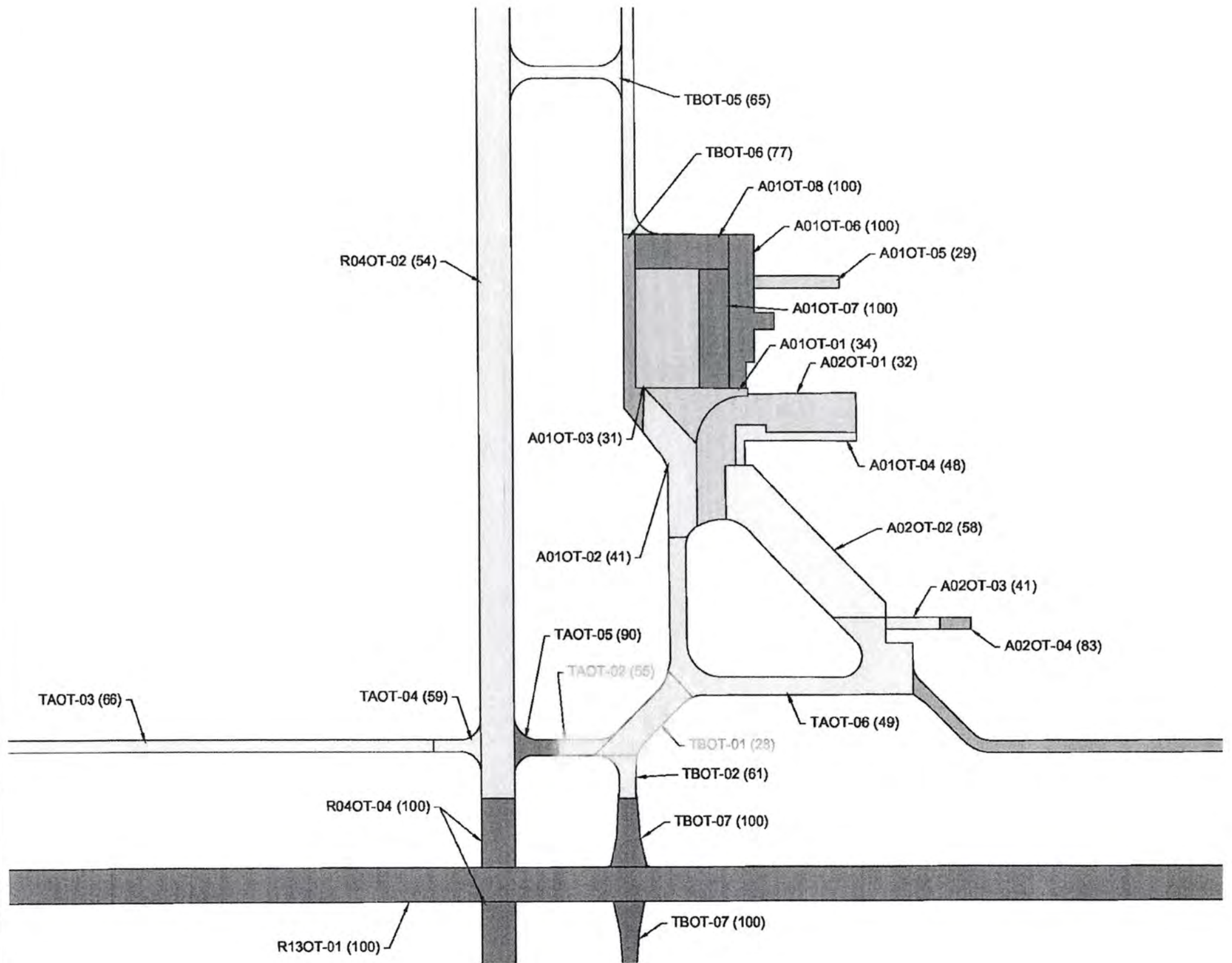
[Signature]  
Signature  
Airport Facilities Manager  
Sponsor's Title

Please e-mail the signed application to: [Shane.Wright@iowadot.us](mailto:Shane.Wright@iowadot.us)

**Ottumwa Regional Airport (OTM)  
Taxiway Rehabilitation**

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Mobilization and Safety Plan	1	LS	\$ 30,000.00	\$ 30,000.00
2	Pavement Removal	3,260	SY	\$ 10.00	\$ 32,600.00
3	Subgrade Preparation	3,420	SY	\$ 3.00	\$ 10,260.00
4	Aggregate Base Course	3,420	SY	\$ 8.00	\$ 27,360.00
5	7" PCC	3,260	SY	\$ 58.00	\$ 189,080.00
<b>TOTAL CONSTRUCTION COST ESTIMATE BASE BID</b>					<b>\$ 289,300.00</b>

A	Engineering and Administration	\$ 60,000.00
	Project Total	\$ 349,300.00





## FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

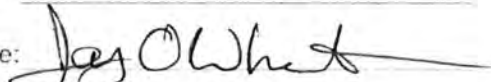
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ottumwa Regional, OTM, Ottumwa, Iowa

Prepared by: City of Ottumwa

Sponsor's E-mail: airport@ci.ottumwa.ia.us

Date Prepared: May 09, 2022

Sponsor's Signature: 

Sponsor's Phone: 641-683-0619

Printed Name: J Wheaton

FY	Detailed project/scope description	Funding source	Total estimated cost
2023	Runway Improvements	Federal: \$ State: \$ 296,905 Local: \$ 52,395 Total: \$ 349,300.00	
2025	Construct Hangar	Federal: \$ State: \$ 300,000 Local: \$ 150,000 Total: \$ 450,000.00	
2026	Terminal Apron Improvements (Phase 1)	Federal: \$ State: \$ 300,000.00 Local: \$ 55,000.00 Total: \$ 355,000.00	
		Federal: \$ State: \$ Local: \$ Total: \$ 0.00	
		Federal: \$ State: \$ Local: \$ Total: \$ 0.00	

## Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- Women     Persons with a Disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other \_\_\_\_\_

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:



Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women     Persons with a Disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other \_\_\_\_\_

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The project provides no impact, positive or negative, to minority persons as it only enhances the use of the airport for all.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: JD Wheaton

Title: Airport Facilities Manager

#### Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

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

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

Council Meeting of : May 17, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 128-2022 - Resolution Directing the Acceptance of a Proposal to Purchase \$5,000,000\* General Obligation Capital Loan Notes, Series 2022A

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 128-2022

DISCUSSION: City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is \$52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of \$8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost \$8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the non-taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF OTTUMWA, IOWA**

\$5,000,000\* General Obligation Capital Loan Notes, Series 2022A

- Resolution Directing the Acceptance of a Proposal to Purchase \$5,000,000\* General Obligation Capital Loan Notes, Series 2022A.

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

May 17, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3<sup>rd</sup> 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:

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

Absent: None

Vacant: None

\* \* \* \* \*



Council Member Roe introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$5,000,000\* GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A" and moved that it be adopted. Council Member Pope seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Pope, Roe, Galloway, McAntire, Hull

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NAYS: None

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

RESOLUTION NO. 128-2022

RESOLUTION DIRECTING THE ACCEPTANCE OF A  
PROPOSAL TO PURCHASE \$5,000,000\* GENERAL  
OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A

WHEREAS, the City of Ottumwa, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$5,000,000\* (as adjusted) as authorized by Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of Key Government Finance, Inc. (KGF) of \_\_\_\_\_, \_\_\_\_\_; and

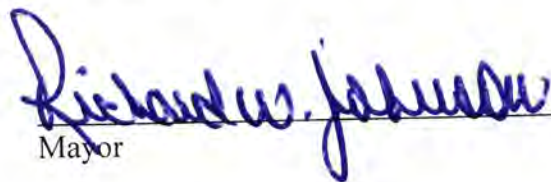
WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated May 17, 2022.

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

Section 1. That this City Council does hereby accept the attached proposal of KGf of \_\_\_\_\_, \_\_\_\_\_, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Mayor



ATTEST:  
  
\_\_\_\_\_  
City Clerk

(Attach Copy of Terms of Proposal)

# Summary of Bids Received

City of Ottumwa, Iowa

\$5,000,000 General Obligation Capital Loan Notes, Series 2022A

## Recommended Proposal

### Key Government Finance

Interest rate:	3.135%
Reimbursable Legal	0.00
Call feature	Anytime in whole
Audit	270 days
Taxable Rate	3.968%
Other	None

## Other Proposals Received

### Signature Public Funding

Interest rate:	3.125%
Reimbursable Legal	2,500
Call feature	6/1/2026
Audit	NA
Default rate	NA
Other Requirements	No CUSIP

### MidWestOne Bank

Interest rate:	3.570%
Reimbursable Legal	0.00
Call feature	ir, 102% 3rd/4th year, 101% 5th year, 100% after
Audit	NA
Default rate	NA
Other	NO CUSIPs

### Truist Bank

Interest rate:	3.600%
Reimbursable Legal	5,000.00
Call feature	6/1/2026
Audit	270 days
Default rate	NA
Other	None

### Zions Bank

Interest rate:	3.670%
Reimbursable Legal	0.00
Call feature	Anytime at par with 30 days notice
Audit	270 days
Default Rate	NA
Other requirements	No CUSIPs

### **NON-CONFORMING BID**

### JPMorgan Chase Bank Option A

Interest rate:	2.70%
Reimbursable Legal	3,000.00
Call feature	Non-Callable
Audit	270 days
Default rate	NA
Other requirements	None

### **NON-CONFORMING BID**

### JPMorgan Chase Bank Option B

Interest rate (Average):	2.86%
Reimbursable Legal	3,000.00
Call feature	6/1/29
Audit	270 days
Default rate	NA

### **NON-CONFORMING BID**

### Pinnacle Public Finance

Interest rate:	3.120%
Reimbursable Legal	6,500
Call feature	6/1/2030
Audit	NA
Taxable rate	Interest rate/(1.00-Maximum Tax Rate)
Other Requirements	Subject to credit approval, segregated account

## Summary of Bids Received

City of Ottumwa, Iowa

\$3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B

### Recommended Proposal

#### Key Government Finance

Interest rate:	2.74%
Reimbursable Legal	0
Call feature	Anytime in whole
Audit	270 days
Default rate	NA
Other Requirements	None

### Other Proposals Received

#### Zions Bank

Interest rate:	2.89%
Reimbursable Legal	0.00
Call feature	Anytime at par with 30 days notice
Audit	270 days
Default Rate	NA
Other requirements	No CUSIPs

#### MidWestOne Bank

Interest rate:	3.30%
Reimbursable Legal	0.00
Call feature	Non-Callable
Default rate	NA
Taxability Rate	NA
Other requirements	No CUSIPs

#### US Bank

Interest rate:	3.46%
Reimbursable Legal	2,500.00
Call feature	Anytime subject to 10 business days' notice
Audit	330 days
Default Rate	Interest Rate + 4.0%
Other requirements	Additional Set up fees limited to \$500.00

#### JPMorgan Chase Bank

Interest rate:	6.54%
Reimbursable Legal	2,000.00
Call feature	Non-Callable
Audit	270 days
Default rate	NA
Other Requirements	None



**DISTRIBUTION LIST**

**City of Ottumwa, Iowa**

**\$5,000,000 – General Obligation Capital Loan Notes, Series 2022A  
Closing 6/21/2022  
Not Rated**

<b>Issuer</b>	<b>Registrar &amp; Paying Agent</b>	<b>Bond Counsel</b>
<p>City of Ottumwa 105 E. Third St. Ottumwa, IA 52501</p> <p>641/683-0613 fax</p> <p>Tina Jaegers, Interim Finance Director 641/683-0673 <a href="mailto:jaegerst@ottumwa.us">jaegerst@ottumwa.us</a></p> <p>Chris Reinhard, City Clerk 641/683-0620 <a href="mailto:reinhardc@ottumwa.us">reinhardc@ottumwa.us</a></p>	<p>UMB Bank, NA 7155 Lake Dr. Suite 120 West Des Moines, IA 50266</p> <p>FAST Close ID #50051</p> <p>Diana VanVleet 515/245-2951 <a href="mailto:Diana.VanVleet@umb.com">Diana.VanVleet@umb.com</a></p>	<p>Ahlers &amp; Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, IA 50309</p> <p>515/243-2149 fax</p> <p>Kristin Billingsley Cooper, Esq. 515/246-0330 <a href="mailto:KCooper@ahlerslaw.com">KCooper@ahlerslaw.com</a></p> <p>Susan Ball 515/246-4410 <a href="mailto:sball@ahlerslaw.com">sball@ahlerslaw.com</a></p>
<b>Placement Agent</b>	<b>Purchaser</b>	<b>Purchaser's Counsel</b>
<p>Piper Sandler &amp; Co. 3900 Ingersoll Avenue, Suite 110 Des Moines, IA 50312</p> <p>515/247-2352 fax</p> <p>Tim Oswald, Managing Director 515/247-2358 <a href="mailto:timothy.oswald@psc.com">timothy.oswald@psc.com</a></p> <p>Garrett Pochop, Associate 515/247-2359 <a href="mailto:Garrett.pochop@psc.com">Garrett.pochop@psc.com</a></p> <p>Deb Harmsen, Senior Inv Banking Asst 515/247-2355 <a href="mailto:debra.harmsen@psc.com">debra.harmsen@psc.com</a></p>	<p>Key Government Finance, Inc. 1675 Broadway, Suite 1400 Denver, CO 80202</p> <p>Kristen Sundin, Vice President 720/904-4037 <a href="mailto:Kristen.sundin@key.com">Kristen.sundin@key.com</a></p> <p>Daniel Bild 720/904-4262 <a href="mailto:Daniel.bild@key.com">Daniel.bild@key.com</a></p> <p>Janice Thoman, Operations Specialist 720/304-1636 <a href="mailto:janice.a.thoman@keybank.com">janice.a.thoman@keybank.com</a></p> <p>Doug Pearce, Operations Specialist 720/304-1065 <a href="mailto:douglas.pearce@key.com">douglas.pearce@key.com</a></p>	<p>Kutak Rock LLP 1650 Farnam Street Omaha, Nebraska, 68102</p> <p>402/346-1148</p> <p>Andrew Romshek 402/231-8797 <a href="mailto:Andrew.romshek@kutakrock.com">Andrew.romshek@kutakrock.com</a></p> <p>Bradley Nielsen 402/231-8780 <a href="mailto:Bradley.nielsen@kutakrock.com">Bradley.nielsen@kutakrock.com</a></p>





**City of Ottumwa, Iowa**  
**General Obligation Capital Loan Notes, Series 2022A**  
**and**  
**Taxable General Obligation Capital Loan Notes, Series 2022B**

**Summary of Terms and Conditions**  
**May 16, 2022**

*This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.*

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a direct purchase financing structure to the City of Ottumwa, Iowa.

**Lender:** Key Government Finance, Inc. ("KGF").

**Borrower/Issuer:** City of Ottumwa, Iowa (the "City").

**Issue:** The following are collectively referred to as "Notes" or "Facility".

1. General Obligation Capital Loan Notes, Series 2022A ("Series 2022A Note")
2. Taxable General Obligation Capital Loan Notes, Series 2022B ("Series 2022B Note")

*The pricing and structure contained within this term sheet assume that both Notes are awarded to KGF. If this is not the case, it may result in an adjustment to the interest rate provided.*

**Facility:**

1. Tax-Exempt Bank Qualified Direct Purchase of the Issue by the Lender.
2. Taxable Direct Purchase of the Issue by the Lender.

**Amount:**

1. \$5,00,000.
2. \$3,000,000.

All proceeds of the Facility will be disbursed at closing.

**Use of Proceeds:** The proceeds from the Notes will be used for the purpose of (i) to pay the costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or

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replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks, for essential corporate purposes, and (ii) to pay the costs of issuance.

**Facility Terms:**

The Anticipated Closing Date for this Facility is June 21, 2022.

1. The Final Maturity date for Series 2022A Note is June 1, 2037 (“2022A Final Maturity”).
2. The Final Maturity date for Series 2022B Note is June 1, 2023 (“2022B Final Maturity”).

KGF will purchase the Facility through Final Maturity.

**Repayment:**

1. Annual principal payments commencing June 1, 2023 through Final Maturity. Semi-annual interest payments commencing June 1, 2023 through Final Maturity.
2. Principal and interest due in full on 2022B Final Maturity.

Any amortization that differs from the debt service schedule in the RFP and increases the average life of the financing for the option below may result in an adjustment to the interest rate provided.

**Interest Rate:**

1. 3.135%
2. 2.740%

The interest rates need to be accepted by the Borrower no later than May 23, 2022 and would be valid for closing on or before the Anticipated Closing Date.

**Interest Day Count:**

30/360

**Costs of Issuance:**

Borrower will be responsible for costs related to this financing including but not limited to Bond, Issuer’s, Trustee’s, and Borrower’s Counsel fees. Lender plans to use Kutak Rock LLP as outside legal counsel (*Lender to pay their Counsel’s fee*). Attorney contact information is provided below:

Andrew P. Romshek  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102-2186  
D (402) 231-8797 O (402) 346-6000  
Andrew.Romshek@KutakRock.com  
www.KutakRock.com

**Prepayment:**

The Facility may be prepaid in whole, but not in part, anytime at par plus accrued interest. Partial prepayment may be available upon request.

**Security:**

The Notes are general obligations of the Issuer secured by a continuing annual levy of property taxes, without limitation as to rate or amount, sufficient in amount to retire the Bonds when due.

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- Financial Reporting:** Borrower shall provide to the Lender or post on EMMA:
1. Annual audited financial statements including operating statistics within 270 days of Borrower's fiscal year end.
  2. Other financial reports as Lender may reasonably request.
- Documents:** All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Documentation must include the following: "No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Facility shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation". Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.
- Series 2022A Note - Event of Taxability & Gross-Up:** In the Event of Taxability based on the action or inaction of the Borrower or any misrepresentation or warranty by the Borrower, the tax-exempt interest rate on the Facility would convert to the taxable interest rate of 3.968%.
- Credit Approval:** The Facility has been credit approved.
- Paying Agent:** While Lender can provide billing and servicing, Lender is not able to act as a Paying Agent.
- Conditions Precedent to Closing:** Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include:
1. Absence of Default.
  2. Accuracy of Representations and Warranties.
  3. Negotiation and Execution of satisfactory closing documents.
  4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.

### **Proposal Acceptance/Expiration**

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

"(a) Key Government Finance ("KGF") is not recommending an action to you as the municipal entity or obligated person; (b) KGF is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (c) KGF is acting for its own interests; and (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material."



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Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

Lender acknowledges that, in connection with Borrower's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Borrower may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

The Lender will make a loan by purchasing the Facility under the following additional conditions: (i) the Facility is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the Facility as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Facility; (iv) no final official Statement has been prepared in connection with the private placement of the Facility; (v) the Facility will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the Facility will not be listed on any stock or other securities exchange.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in ten (10) business days if we have not received an authorized signed copy on or before such date.

The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$5.2 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

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Thank you for allowing us the opportunity to present this Proposal. If you have any questions, or would like to discuss additional structure options, please call me at 720-904-4037.

Sincerely,

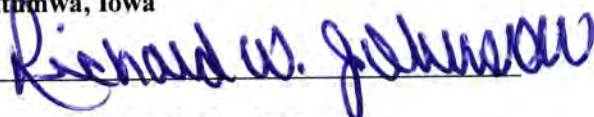


**Kristen M. Sundin, Vice President**  
**Key Government Finance, Inc.**  
Mountain and Plains Regional Manager  
1675 Broadway, Suite 1400, Denver, CO 80202  
Phone: 720.904.4037  
Cell: 720.219.6918  
[Kristen.Sundin@Key.com](mailto:Kristen.Sundin@Key.com)

APPROVED THIS 17 DAY OF May, 2022

City of Ottumwa, Iowa

By: \_\_\_\_\_



Print Name: Richard W. Johnson

Title: Mayor



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 17 day of May, 2022.

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



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: May 17, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 129-2022 - Resolution Directing the Acceptance of a Proposal to Purchase \$3,000,000\* Taxable General Obligation Capital Loan Notes, Series 2022B

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 129-2022

DISCUSSION:

City staff has identified the need of certain capital improvements, which would require financing in order to proceed. These improvements range from the purchase of vehicles to building maintenance to neighborhood and economic development. Based upon the audit for FY ended 6/30/21 the legal debt limit of the city is \$52M, which is 5% of the total assessed value. With debt service dropping off the schedule and short term financing paid the City is well within the limit for the City. The proposed debt schedule has been included in the projected maximum tax levy and upcoming annual budget.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

On March 1, 2022 the City Council adopted Resolution 49-2022 - A resolution authorizing the issuance of \$8,000,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax for the payment thereof. On April 19, 2022 the City Council adopted Resolution 113-2022 - approving the FY23 and FY24 Capital Improvement requests estimated to cost \$8,000,000. Based upon the legal and financial implications of the requested funds the City was advised to split the requested ask into taxable and non-taxable loan notes (borrowing). This resolution addresses the taxable portion. Future principal and interest on this note will be payable from the Debt Service Fund.

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF OTTUMWA, IOWA**

\$3,000,000\* Taxable General Obligation Capital Loan Notes, Series 2022B

- Resolution Directing the Acceptance of a Proposal to Purchase \$3,000,000\* Taxable General Obligation Capital Loan Notes, Series 2022B.

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

May 17, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3<sup>rd</sup> 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:

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

Absent: None

Vacant: None

\* \* \* \* \*



Council Member Hull introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$3,000,000\* TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022B" and moved that it be adopted. Council Member McAntire seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Pope, Roe, Galloway, McAntire, Hull

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NAYS: none

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

RESOLUTION NO. 129-2022

RESOLUTION DIRECTING THE ACCEPTANCE OF A  
PROPOSAL TO PURCHASE \$3,000,000\* TAXABLE  
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES  
2022B

WHEREAS, the City of Ottumwa, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$3,000,000\* (as adjusted) as authorized by Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of Key Government Finance, Inc. (KGF) of \_\_\_\_\_, \_\_\_\_\_; and

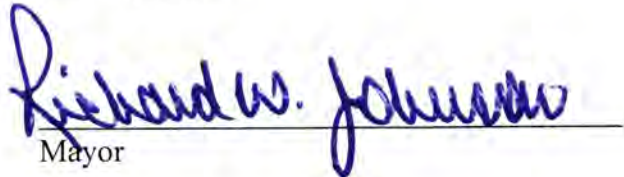
WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated May 17, 2022.

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

Section 1. That this City Council does hereby accept the attached proposal of KGF of \_\_\_\_\_, \_\_\_\_\_, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

(Attach Copy of Terms of Proposal)

# Summary of Bids Received

City of Ottumwa, Iowa

\$3,000,000 Taxable General Obligation Capital Loan Notes, Series 2022B

## Recommended Proposal

### Key Government Finance

Interest rate:	2.74%
Reimbursable Legal	0
Call feature	Anytime in whole
Audit	270 days
Default rate	NA
Other Requirements	None

## Other Proposals Received

### Zions Bank

Interest rate:	2.89%
Reimbursable Legal	0.00
Call feature	Anytime at par with 30 days notice
Audit	270 days
Default Rate	NA
Other requirements	No CUSIPs

### MidWestOne Bank

Interest rate:	3.30%
Reimbursable Legal	0.00
Call feature	Non-Callable
Default rate	NA
Taxability Rate	NA
Other requirements	No CUSIPs

### US Bank

Interest rate:	3.46%
Reimbursable Legal	2,500.00
Call feature	Anytime subject to 10 business days' notice
Audit	330 days
Default Rate	Interest Rate + 4.0%
Other requirements	Additional Set up fees limited to \$500.00

### JPMorgan Chase Bank

Interest rate:	6.54%
Reimbursable Legal	2,000.00
Call feature	Non-Callable
Audit	270 days
Default rate	NA
Other Requirements	None

# Summary of Bids Received

City of Ottumwa, Iowa

\$5,000,000 General Obligation Capital Loan Notes, Series 2022A

## Recommended Proposal

### Key Government Finance

Interest rate:	3.135%
Reimbursable Legal	0.00
Call feature	Anytime in whole
Audit	270 days
Taxable Rate	3.968%
Other	None

## Other Proposals Received

### Signature Public Funding

Interest rate:	3.125%
Reimbursable Legal	2,500
Call feature	6/1/2026
Audit	NA
Default rate	NA
Other Requirements	No CUSIP

### MidWestOne Bank

Interest rate:	3.570%
Reimbursable Legal	0.00
Call feature	ar, 102% 3rd/4th year, 101% 5th year, 100% after
Audit	NA
Default rate	NA
Other	NO CUSIPs

### Truist Bank

Interest rate:	3.600%
Reimbursable Legal	5,000.00
Call feature	6/1/2026
Audit	270 days
Default rate	NA
Other	None

### Zions Bank

Interest rate:	3.670%
Reimbursable Legal	0.00
Call feature	Anytime at par with 30 days notice
Audit	270 days
Default Rate	NA
Other requirements	No CUSIPs

### **NON-CONFORMING BID**

#### JPMorgan Chase Bank Option A

Interest rate:	2.70%
Reimbursable Legal	3,000.00
Call feature	Non-Callable
Audit	270 days
Default rate	NA
Other requirements	None

### **NON-CONFORMING BID**

#### JPMorgan Chase Bank Option B

Interest rate (Average):	2.86%
Reimbursable Legal	3,000.00
Call feature	6/1/29
Audit	270 days
Default rate	NA

### **NON-CONFORMING BID**

#### Pinnacle Public Finance

Interest rate:	3.120%
Reimbursable Legal	6,500
Call feature	6/1/2030
Audit	NA
Taxable rate	Interest rate/(1.00-Maximum Tax Rate)
Other Requirements	Subject to credit approval, segregated account



**DISTRIBUTION LIST**

**City of Ottumwa, Iowa**

**\$3,000,000 – Taxable General Obligation Capital Loan Notes, Series 2022B  
Closing 6/21/2022  
Not Rated**

<b>Issuer</b>	<b>Registrar &amp; Paying Agent</b>	<b>Bond Counsel</b>
<p>City of Ottumwa 105 E. Third St. Ottumwa, IA 52501</p> <p>641/683-0613 fax</p> <p>Tina Jaegers, Interim Finance Director 641/683-0673 <a href="mailto:jaegerst@ottumwa.us">jaegerst@ottumwa.us</a></p> <p>Chris Reinhard, City Clerk 641/683-0620 <a href="mailto:reinhardc@ottumwa.us">reinhardc@ottumwa.us</a></p>	<p>UMB Bank, NA 7155 Lake Dr. Suite 120 West Des Moines, IA 50266</p> <p>FAST Close ID #50051</p> <p>Diana VanVleet 515/245-2951 <a href="mailto:Diana.VanVleet@umb.com">Diana.VanVleet@umb.com</a></p>	<p>Ahlers &amp; Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, IA 50309</p> <p>515/243-2149 fax</p> <p>Kristin Billingsley Cooper, Esq. 515/246-0330 <a href="mailto:KCooper@ahlerslaw.com">KCooper@ahlerslaw.com</a></p> <p>Susan Ball 515/246-4410 <a href="mailto:sball@ahlerslaw.com">sball@ahlerslaw.com</a></p>
<b>Placement Agent</b>	<b>Purchaser</b>	<b>Purchaser's Counsel</b>
<p>Piper Sandler &amp; Co. 3900 Ingersoll Avenue, Suite 110 Des Moines, IA 50312</p> <p>515/247-2352 fax</p> <p>Tim Oswald, Managing Director 515/247-2358 <a href="mailto:timothy.oswald@psc.com">timothy.oswald@psc.com</a></p> <p>Garrett Pochop, Associate 515/247-2359 <a href="mailto:Garrett.pochop@psc.com">Garrett.pochop@psc.com</a></p> <p>Deb Harmsen, Senior Inv Banking Asst 515/247-2355 <a href="mailto:debra.harmsen@psc.com">debra.harmsen@psc.com</a></p>	<p>Key Government Finance, Inc. 1675 Broadway, Suite 1400 Denver, CO 80202</p> <p>Kristen Sundin, Vice President 720/904-4037 <a href="mailto:Kristen.sundin@key.com">Kristen.sundin@key.com</a></p> <p>Daniel Bild 720/904-4262 <a href="mailto:Daniel.bild@key.com">Daniel.bild@key.com</a></p> <p>Janice Thoman, Operations Specialist 720/304-1636 <a href="mailto:janice.a.thoman@keybank.com">janice.a.thoman@keybank.com</a></p> <p>Doug Pearce, Operations Specialist 720/304-1065 <a href="mailto:douglas.pearce@key.com">douglas.pearce@key.com</a></p>	<p>Kutak Rock LLP 1650 Farnam Street Omaha, Nebraska, 68102</p> <p>402/346-1148 fax</p> <p>Andrew Romshek 402/231-8797 <a href="mailto:Andrew.romshek@kutakrock.com">Andrew.romshek@kutakrock.com</a></p> <p>Bradley Nielsen 402/231-8780 <a href="mailto:Bradley.nielsen@kutakrock.com">Bradley.nielsen@kutakrock.com</a></p>





**City of Ottumwa, Iowa**  
**General Obligation Capital Loan Notes, Series 2022A**  
**and**  
**Taxable General Obligation Capital Loan Notes, Series 2022B**

**Summary of Terms and Conditions**  
**May 16, 2022**

*This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.*

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a direct purchase financing structure to the City of Ottumwa, Iowa.

**Lender:** Key Government Finance, Inc. ("KGF").

**Borrower/Issuer:** City of Ottumwa, Iowa (the "City").

**Issue:** The following are collectively referred to as "Notes" or "Facility".

1. General Obligation Capital Loan Notes, Series 2022A ("Series 2022A Note")
2. Taxable General Obligation Capital Loan Notes, Series 2022B ("Series 2022B Note")

***The pricing and structure contained within this term sheet assume that both Notes are awarded to KGF. If this is not the case, it may result in an adjustment to the interest rate provided.***

**Facility:**

1. Tax-Exempt Bank Qualified Direct Purchase of the Issue by the Lender.
2. Taxable Direct Purchase of the Issue by the Lender.

**Amount:**

1. \$5,00,000.
2. \$3,000,000.

All proceeds of the Facility will be disbursed at closing.

**Use of Proceeds:** The proceeds from the Notes will be used for the purpose of (i) to pay the costs of equipping the street, police and fire departments; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties; the construction, reconstruction, and repairing of any street and levee improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes and the removal or

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replacement of dead or diseased trees; the reconstruction extension and improvement of the airport; and the rehabilitation and improvements of City parks, including facilities, equipment and improvements commonly found in City parks, for essential corporate purposes, and (ii) to pay the costs of issuance.

**Facility Terms:**

The Anticipated Closing Date for this Facility is June 21, 2022.

1. The Final Maturity date for Series 2022A Note is June 1, 2037 ("2022A Final Maturity").
2. The Final Maturity date for Series 2022B Note is June 1, 2023 ("2022B Final Maturity").

KGF will purchase the Facility through Final Maturity.

**Repayment:**

1. Annual principal payments commencing June 1, 2023 through Final Maturity. Semi-annual interest payments commencing June 1, 2023 through Final Maturity.
2. Principal and interest due in full on 2022B Final Maturity.

Any amortization that differs from the debt service schedule in the RFP and increases the average life of the financing for the option below may result in an adjustment to the interest rate provided.

**Interest Rate:**

1. 3.135%
2. 2.740%

The interest rates need to be accepted by the Borrower no later than May 23, 2022 and would be valid for closing on or before the Anticipated Closing Date.

**Interest Day Count:**

30/360

**Costs of Issuance:**

Borrower will be responsible for costs related to this financing including but not limited to Bond, Issuer's, Trustee's, and Borrower's Counsel fees. Lender plans to use Kutak Rock LLP as outside legal counsel (*Lender to pay their Counsel's fee*). Attorney contact information is provided below:

Andrew P. Romshek  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102-2186  
D (402) 231-8797 O (402) 346-6000  
Andrew.Romshek@KutakRock.com  
www.KutakRock.com

**Prepayment:**

The Facility may be prepaid in whole, but not in part, anytime at par plus accrued interest. Partial prepayment may be available upon request.

**Security:**

The Notes are general obligations of the Issuer secured by a continuing annual levy of property taxes, without limitation as to rate or amount, sufficient in amount to retire the Bonds when due.

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**Financial Reporting:** Borrower shall provide to the Lender or post on EMMA:

1. Annual audited financial statements including operating statistics within 270 days of Borrower's fiscal year end.
2. Other financial reports as Lender may reasonably request.

**Documents:** All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Documentation must include the following: "No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Facility shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation". Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.

**Series 2022A Note - Event of Taxability & Gross-Up:** In the Event of Taxability based on the action or inaction of the Borrower or any misrepresentation or warranty by the Borrower, the tax-exempt interest rate on the Facility would convert to the taxable interest rate of 3.968%.

**Credit Approval:** The Facility has been credit approved.

**Paying Agent:** While Lender can provide billing and servicing, Lender is not able to act as a Paying Agent.

**Conditions Precedent to Closing:** Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.

### **Proposal Acceptance/Expiration**

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

"(a) Key Government Finance ("KGF") is not recommending an action to you as the municipal entity or obligated person; (b) KGF is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (c) KGF is acting for its own interests; and (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material."

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Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

Lender acknowledges that, in connection with Borrower's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Borrower may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

The Lender will make a loan by purchasing the Facility under the following additional conditions: (i) the Facility is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the Facility as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Facility; (iv) no final official Statement has been prepared in connection with the private placement of the Facility; (v) the Facility will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the Facility will not be listed on any stock or other securities exchange.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in ten (10) business days if we have not received an authorized signed copy on or before such date.

The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$5.2 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.



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Thank you for allowing us the opportunity to present this Proposal. If you have any questions, or would like to discuss additional structure options, please call me at 720-904-4037.

Sincerely,

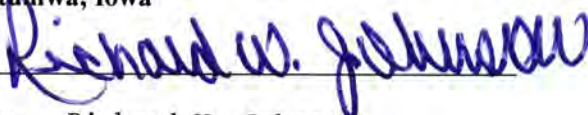


**Kristen M. Sundin, Vice President**  
**Key Government Finance, Inc.**  
Mountain and Plains Regional Manager  
1675 Broadway, Suite 1400, Denver, CO 80202  
Phone: 720.904.4037  
Cell: 720.219.6918  
[Kristen.Sundin@Key.com](mailto:Kristen.Sundin@Key.com)

APPROVED THIS 17 DAY OF May, 2022

City of Ottumwa, Iowa

By: \_\_\_\_\_



Print Name: Richard W. Johnson

Title: Mayor



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 17 day of May, 2022.

Christa Purford  
City Clerk, City of Ottumwa, State of Iowa



CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: May 17, 2022

Alicia Bankson

Prepared By

Larry Seal  
Department Head

Engineering Department  
Department

PJ Rtd  
City Administrator Approval

AGENDA TITLE: Resolution #130-2022. Approve Change Order #5 for the Blake's Branch Sewer Separation Phase 8, Division 1 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 #130-2022.

DISCUSSION: Change Order #4 will provide compensation to the Contractor for installing storm sewer 15" flared end sections, apron guard and footing to the storm sewer pipe at the driveway on Railroad Street.

Change Order #5 increases the contract amount by \$4,590.00. The new contract sum is \$12,161,467.25.

Blake's Branch \$5,414,099 (in TIF district) Main Street  
Blake's Branch \$1,568,433 (outside TIF) Birch Street  
Blake's Branch \$2,502,669 (in TIF district) South of Main Street  
OWW \$1,957,173

Contract	\$11,742,070.00
CO #1	\$ 51,625.13
CO #2	\$ 21,037.50
CO #3	\$ 68,646.00
CO #4	\$ 273,498.62
CO #5	\$ 4,590.00
New contract	\$12,161,467.25

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #130-2022

A RESOLUTION APPROVING CHANGE ORDER #5  
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 PROJECT

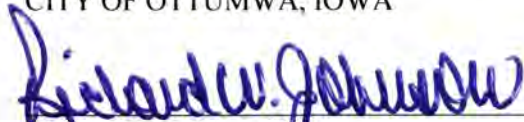
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

WHEREAS, Change Order #5 increases the contract amount by \$4,590.00 resulting in a new contract sum of \$12,161,467.25;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day of May, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk







**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

March 29, 2022

**CHANGE ORDER NO. 5**

OTTUMWA, IOWA  
BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is to provide compensation to the Contractor for installing storm sewer 15" flared end sections, apron guard and footing to the storm sewer pipe at the driveway on Railroad Street as part of Supplemental Information SI-007. The cost adjustment for this change order is based on bid item unit prices and prices negotiated with the Contractor as follows:

Change Order No. 5 makes the following modifications to the contract:

*Add New Item 1.75, 2 EA of "Storm Sewer, 15" Flared End Section with Apron Guard and Footing. Unit price includes all labor, materials, and equipment for trench excavation, dewatering, furnishing, and installing flared end section and apron guards, pipe bedding, pipe connectors, reinforcing steel, concrete, backfill, and miscellaneous associated work. Measurement will for each Flared End Section installed for project."*

The price breakdown for the changes to the scope of work listed above is as follows:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.75	2 EA	\$2,295.00	\$ 4,590.00

**Change Order No. 5 increases the contract price by \$4,590.00**

**LANGMAN CONSTRUCTION, INC.**

By [Signature]  
Title Project Manager  
Date 4/11/2022

**CITY OF OTTUMWA, IOWA**

By [Signature]  
Title Mayor  
Date 5.17.2022

**VEENSTRA & KIMM, INC.**

By [Signature]  
Title Project Engineer  
Date 5/04/2022

**ATTEST:**


By [Signature]  
Title City Clerk  
Date 5.17.2022

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : May 17, 2022

Health & Inspections  
Department

Jake Rusch  
Prepared By  
Zach Simonson   
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution No. 135-2022. A Resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 209 W Fifth.

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

RECOMMENDATION: Pass and Adopt Resolution No. 135-2022.

DISCUSSION: Bids for this project were accepted until 2:00 P.M. on May 12, 2022 two asbestos bids and two demolition bids were received. Weston Mckee submitted the best bids in the amount of \$8,000.00 for asbestos and \$30,000 for demolition and staff recommends awarding him the contract. A bid tab is attached.



RESOLUTION NO. 135-2022

**A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND  
DEMOLITION OF THE CONDEMNED PROPERTY AT 209 W FIFTH**

WHEREAS, the City of Ottumwa, Iowa accepted bids for the above referenced project until 2pm on May 12, 2022; and

WHEREAS, the City held a public hearing on above referenced project at 5:30pm on May 17, 2022 at City Hall; and

WHEREAS, the lowest, qualified bid was from Weston McKee in the amount of \$8,000 for asbestos abatement and \$30,000 for demolition and leveling of the lot.

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

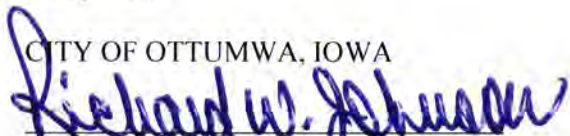
Weston McKee be awarded the contract for asbestos abatement and demolition of the condemned property at 209 W Fifth in the amount of \$8,000 for asbestos abatement and \$30,000 for demolition and leveling of the lot.

APPROVED, PASSED, AND ADOPTED this 17<sup>th</sup> day of May 2022.

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA  
  
Richard W. Johnson, Mayor

<b>209 W Fifth</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
<b>Weston McKee</b>	<b>\$8,000.00</b>	<b>30,000</b>	<b>\$38,000</b>
<b>Enviromental Edge &amp; Laursen</b>	<b>\$8,500.00</b>	<b>\$48,500.00</b>	<b>\$57,000.00</b>
<b>Best bid for asbestos removal is</b>	<b>Weston McKee</b>		
<b>Best bid for demolition is</b>	<b>Weston McKee</b>		



CITY OF  
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 209 W FIFTH STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
209 W FIFTH Street	8,000.00 <i>Eight Thousand</i>	30,000.00 <i>Thirty Thousand</i>	38,000.00 <i>Thirty Eight Thousand</i>

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

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

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

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

WPM Initial Form Here

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

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

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

Weston M. P. ...  
Signature

Weston M. P. ...  
Printed Name

215 - Glenwood Rd  
Address

6211 32nd 4412  
Telephone Number

Frankfield, OH 43036  
City, State, Zip

5-12-03  
Date

lrstennicke@york.com  
E-mail Address



MCKEE CONSTRUCTION

AND ABATEMENT LLC.

953 Glasgow Rd Fairfield IA

52556

CITY CLERK

105 EAST THIRD STREET

OTTUMWA IA

52501

209 W FIFTH STREET PROJECT

MAY-12-2022



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: May 17, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 137-2022 - Resolution Approving the Execution of an Affidavit of Possession and Explanatory of Title

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 137-2022

DISCUSSION: In order to transfer property there needs to be a clean title. This affidavit is to clear up the entity who has the proper authority to own property - the City of Ottumwa.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

**RESOLUTION NO. 137-2022**

**RESOLUTION APPROVING THE EXECUTION OF AN AFFIDAVIT OF  
POSSESSION AND EXPLANATORY TITLE**

**WHEREAS**, property was conveyed to the Board of Park Commissioners by way of Quit Claim Deed dated December 28, 1965 signed by the City of Ottumwa; and

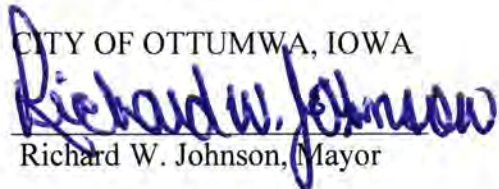
**WHEREAS**, the Board of Park Commissioners was an administrative agency of the City and was replaced in 1975 with the Ottumwa Park Advisory Board by way of Ordinance No. 2264, 1975; and

**WHEREAS**, the Board of Park Commissioners and the Ottumwa Park Advisory Board were never authorized to own or dispose of city property, and thus, the conveyance from the City to the Board of Park Commissioners was by mistake and the City has at all times remained the owner of the property.



**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the attached Affidavit of Possession and Explanatory of Title shall be executed; and

**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 related documents.

APPROVED, PASSED AND ADOPTED, this 17<sup>th</sup> day of May, 2022.

CITY OF OTTUMWA, IOWA  
  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**AFFIDAVIT OF POSSESSION AND EXPLANATORY OF TITLE**  
**Recorder's Cover Sheet**

**Preparer Information:**

Jenna H.B. Sabroske  
100 Court Avenue, Suite 600  
Des Moines, IA 50309-2231  
Phone: (515) 243-7611

**Taxpayer Information:**

City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501

**Return Document To:**

Jenna H.B. Sabroske  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309-2231

**Grantor:** N/A

**Grantee:** N/A

**Legal Description:** See Exhibit A.

**Document or instrument number of previously recorded documents:**

**AFFIDAVIT OF POSSESSION AND EXPLANATORY OF TITLE**

Re: See Exhibit A.

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF WAPELLO        )

I, \_\_\_\_\_, being first duly sworn under oath, state that of my personal knowledge and/or after diligent inquiry, that:

1. I am the \_\_\_\_\_ for the City of Ottumwa, Iowa ("City").

2. The above-described real estate ("Property") was conveyed to the Board of Park Commissioners by way of a Quit Claim Deed dated December 28, 1965 signed by the City of Ottumwa and recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ of the Wapello County Recorder's records.

3. The Board of Park Commissioners was an administrative agency of the City and was replaced in 1975 with the Ottumwa Park Advisory Board by way of Ordinance No. 2264, 1975.

4. The Board of Park Commissioners and the Ottumwa Park Advisory Board were never authorized to own or dispose of city property, and thus, the conveyance from the City to the Board of Park Commissioners was by mistake and the City has at all times remained the owner of the Property.

5. The City of Ottumwa is now, and has been since at least 1965, in complete actual and sole possession of all of said real estate, except to the extent the City has leased the above-described real estate.

6. This affidavit is made from the personal knowledge of the undersigned who is familiar with said real estate, its titleholders, and its parties in possession.

7. This Affidavit is given for the sole is for the purpose of confirming title to the above-described real estate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 2022 by \_\_\_\_\_.

Notary Public in and for the State of Iowa

01926711.rtf-1\10981-1000



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Ottumwa, Iowa, in consideration of One Dollar and other valuable consideration in hand paid, does hereby Quit Claim unto the Board of Park Commissioners of the City of Ottumwa, Iowa, in trust for the public, all its right, title, estate, claim and demand in the following described real estate, situated in the City of Ottumwa, Wapello County, Iowa, to-wit:

Beginning at the point of intersection of the top of the stone riprap along the then right bank of the Des Moines River, now the right bank of the Lagoon, as shown on the plat dated November 1, 1894, by C. R. Allen, then City Engineer, with the southwest line of West Myrtle Street, said point of intersection being 13 feet Northwesterly from the northeasterly corner of Lot 34 of the Town of Pickwick, now in the City of Ottumwa, Wapello County, Iowa, the said Town of Pickwick being a Subdivision of a part of the NE 1/4 of Section 25, T. 72N-R. 14W.; thence in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of Lot 38, said Town of Pickwick, that is 87.75 feet Northwesterly from the southeasterly corner of the said Lot 38; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of Lot 41, said Town of Pickwick, that is 16.8 feet Northwesterly from the southeasterly corner of the said Lot 41; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of the Northeasterly 20 feet of Lot 23, said Town of Pickwick, that is 106.17 feet Northwesterly of the northwest line of Church Street measured along the said southwesterly line of the Northeasterly 20 feet of Lot 23; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to the center of the said Section 25; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of the southwest 66 feet of Lot 4, Block 8, of R. S. Smith's Second Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa, that is 78.5 feet Northwesterly from the said northwest line of Church Street measured along the said northeasterly line of the southwest 66 feet of Lot 4, the said R. S. Smith's Second Addition being a Subdivision of a part of the SW 1/4 of the said Section 25; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of the said Lot 4 that is 85.2 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of Lot 4; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of Lot 5, said Block 8, of R. S. Smith's Second Addition, that is 98.7 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of Lot 5; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of Lot 6, said Block 8, of R. S. Smith's Second Addition, that is 146 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of

Lot 6; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of Lot 7, said Block 8, of R. S. Smith's Second Addition, that is 186.65 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of Lot 7; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of Lot 8, said Block 8, of R. S. Smith's Second Addition, that is 206.69 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of Lot 8; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of the southwest 50 feet of Lot 10, said Block 8, of R. S. Smith's Second Addition, that is 253.5 feet Northwesterly from the said northwest line of Church Street measured along the said northeasterly line of the southwest 50 feet of Lot 10; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of Lot 13, said Block 8, of R. S. Smith's Second Addition, that is 311 feet Northwesterly from the said northwest line of Church Street measured along the said northeasterly line of Lot 13; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of Lot 14, said Block 8, of R. S. Smith's Second Addition, that is 339.5 feet Northwesterly from the said northwest line of Church Street measured along the said northeasterly line of Lot 14; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the northeasterly line of Lot 15, said Block 8, of R. S. Smith's Second Addition, that is 372.8 feet Northwesterly from the said northwest line of Church Street measured along the said northeasterly line of Lot 15; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southwesterly line of the said Lot 15 that is 442.5 feet Northwesterly from the said northwest line of Church Street measured along the said southwesterly line of Lot 15; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to a point on the southeasterly line of Lot 18, Block 8, of R. S. Smith's Fourth Addition, that is 322 feet Northeasterly from the northeast line of Richmond Avenue measured along the said southeasterly line of Lot 18, the said R. S. Smith's Fourth Addition being a Subdivision of a part of the said SW 1/4 of Section 25; thence continuing in a Southwesterly direction, along the said top of the stone riprap, at an internal angle of  $62^{\circ} - 34'$  from the said southeasterly line of Lot 18, a distance of 91 feet to the southwesterly end of the said top of the stone riprap along the right bank of the Lagoon; thence continuing in a Southwesterly direction, along the top of the said right bank of the Lagoon, to a point on the southeasterly line of Lot 20, said Block 8, of R. S. Smith's Fourth Addition, that is 219 feet Northeasterly from the said northeast line of Richmond Avenue measured along the said southeasterly line of Lot 20; thence in a Westerly direction, along the said top of the right bank of the Lagoon, to a point on the northwesterly line of the said Lot 20 that is 158.5 feet Northeasterly from the said northeast line of Richmond Avenue measured along the said northwesterly line of Lot 20; thence continuing in a Westerly direction, along the said top of the right bank of the Lagoon, to a point on the northeasterly line of Lot 23, said Block 8, of R. S. Smith's

Fourth Addition, that is 91 feet Northeasterly from the said northeast line of Richmond Avenue measured along the said northeasterly line of Lot 23; thence in a Northwesterly direction, along the said top of the right bank of the Lagoon, to a point that is 126 feet Southeasterly from the center of vacated Short Street, measured along the said northeast line of Richmond Avenue, and 117 feet Northeasterly from the said northeast line of Richmond Avenue measured at right angles thereto; thence in a Westerly direction, along the said top of the right bank of the Lagoon, to a point that is 42 feet Southeasterly from the said center of vacated Short Street, measured along the said northeast line of Richmond Avenue, and 97 feet Northeasterly from the said northeast line of Richmond Avenue measured at right angles thereto; thence in a Southwesterly direction, along the said top of the right bank of the Lagoon, to a point that is 23 feet Southeasterly from the said center of vacated Short Street, measured along the said northeast line of Richmond Avenue, and 67 feet Northeasterly from the said northeast line of Richmond Avenue measured at right angles thereto; thence in a Northwesterly direction, along the said top of the right bank of the Lagoon, to a point in the center of vacated Webster Street that is 125 feet Northeasterly from the said northeast line of Richmond Avenue measured along the said center of vacated Webster Street; thence continuing in a Northwesterly direction, along the said top of the right bank of the Lagoon, to a point in the center of vacated Carlisle Street that is 215 feet Northeasterly from the said northeast line of Richmond Avenue measured along the said center of vacated Carlisle Street; thence continuing in a Northwesterly direction, along the said top of the right bank of the Lagoon, to a point on the northwesterly line of Lot 13, Block 3, of the Town of Richmond, now in the City of Ottumwa, Wapello County Iowa, that is 111.2 feet Northeasterly from the southwest corner of the said Lot 13, the said Town of Richmond being a Subdivision of a part of the E 1/2 of Section 26, said T. 72N. -R. 14W. ; thence continuing in a Northwesterly direction, across South Wapello Street Extension, to a point on the southeast line of Out Lot 1 of the said Town of Richmond and on the said top of the right bank of the Lagoon, that is 160 feet Northeasterly from the point of intersection of the northeast line of Albia Road with the said southeast line of Out Lot 1; thence in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to a point that is 590 feet due East of the northeasterly corner of Lot 24 of Wormhoudt's Addition, said Addition being a Subdivision of a part of the said E 1/2 of Section 26; thence continuing in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to a point that is 766 feet N 45° -E from the said northeasterly corner of Lot 24; thence continuing in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to a point that is 1,652 feet due East of the intersection of North Quincy Avenue and Mowrey Avenue; thence continuing in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to a point that is 1,665 feet due East of the intersection of North Quincy Avenue and Sherwood Drive; thence continuing in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to an intersection with the southerly right-of-way line of the Relocated U. S. Highway

No. 34; thence continuing in a Northerly direction, crossing the said Relocated U. S. Highway No. 34 at Highway station 606+42, a point in the centerline of the said Relocated U. S. Highway No. 34 that is 1,593 feet Easterly from the point of intersection of the said centerline of the Relocated U. S. Highway No. 34 with the centerline of the said North Quincy Avenue, to an intersection with the northerly right-of-way line of the said Relocated U. S. Highway No. 34 at the top of the said right bank of the Lagoon; thence continuing in a Northerly direction, meandering along the said top of the right bank of the Lagoon, to an intersection with the southerly edge of the landside berm of the Right Bank Levee of the Des Moines River Improvements at a point that is 1,393 feet Easterly from the point of intersection of the centerline of the said Right Bank Levee of the Des Moines River Improvements with the said centerline of North Quincy Avenue measured along the said centerline of the Right Bank Levee of the Des Moines River Improvements and 85 feet Southerly from the said centerline of the Right Bank Levee of the Des Moines River Improvements measured at right angles thereto; thence in a Northeasterly, Southeasterly, Easterly and Southeasterly direction, along the said southerly edge of the landside berm of the Right Bank Levee of the Des Moines River Improvements, to an intersection with the top of the stone riprap along the right bank of the Lagoon near the southwesterly end of the Market Street Bridge; thence in a Southwesterly direction, along the said top of the stone riprap, to an intersection with the northeasterly right-of-way line of the Relocated U. S. Highway No. 34 & 63; thence continuing in a Southwesterly direction, crossing the said Relocated U. S. Highway No. 34 & 63 at Highway station 656+43, a point in the centerline of the said Relocated U. S. Highway No. 34 & 63 that is 272 feet Northwesterly from the point of intersection of the said centerline of the Relocated U. S. Highway No. 34 & 63 with the centerline of Church Street, to an intersection with the southwesterly right-of-way line of the said Relocated U. S. Highway No. 34 & 63 at the top of the said stone riprap along the right bank of the Lagoon; thence continuing in a Southwesterly direction, along the said top of the stone riprap, to the point of beginning, excepting therefrom all that part of the right-of-way of Relocated U. S. Highway No. 34, Relocated U. S. Highway No. 63, Relocated U. S. Highway No. 34 & 63 and South Wapello Street Extension included therein.

signed this 28th day of December, 1965.

CITY OF OTTUMWA, IOWA

By Gordon Bennett  
Mayor Gordon Bennett

ATTEST:

Genevieve Howard  
Genevieve Howard, City Clerk

STATE OF IOWA )  
                  ) SS.  
Wapello County )

On this 28 day of December, 1965, before me, the undersigned, a Notary Public in and for Wapello County, Iowa, personally appeared Gordon Bennett and Genevieve Howard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed hereto is the seal of the City of Ottumwa, Iowa; that said instrument was signed and sealed on behalf of the City of Ottumwa, Iowa, by authority of the City Council; and that the said Gordon Bennett and Genevieve Howard acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City of Ottumwa, Iowa, by it voluntarily executed.



Betty J. Hill  
Notary Public in and for Wapello County, Iowa  
*My commission expires 7/4/66*



Ottumwa, Iowa

December 24, 1965

The City Council of the City of Ottumwa, Iowa, met in regular session according to law and the rules of the Council at 9:00 o'clock A.M. on December 23, 1965, in the Council Chamber in the City Hall in the City of Ottumwa, Iowa. There were present Mayor Gordon Bennett in the chair and the following named Councilmen:

Paulsen Radwisch

Absent: Nickel King

\* \* \* \* \*

Councilman Radwisch introduced the following Resolution: "RESOLUTION NUMBER 229 -- 1965, A RESOLUTION AUTHORIZING THE CONVEYANCE OF THE AREA KNOWN AS 'GREATER OTTUMWA PARK' TO THE BOARD OF PARK COMMISSIONERS OF OTTUMWA, IOWA," and moved its adoption. Councilman Paulsen seconded the motion to adopt. The roll was called and the vote was:

AYES: Paulsen Radwisch Bennett

NAYS: None

WHEREUPON the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NUMBER 229 -- 1965

WHEREAS, the City of Ottumwa, Iowa, is the owner of the greater part of the real estate situated between the old river channel and the new river channel in the City of Ottumwa, Iowa, which area is occasionally referred to as "Central Addition Island" and most of which land was acquired during the past few years for the construction of levees and highways, and

WHEREAS, the Board of Park Commissioners of the City of Ottumwa, Iowa, has recently had the care and supervision of said property and has done some landscaping and other work thereon, and has named said area, "Greater Ottumwa Park," and

WHEREAS, the City Council of the City of Ottumwa, Iowa, believes said property should be used as a public municipal park and better supervision, improvement and control can be made and had if the title of said property were placed in the Board of Park Commissioners of the City of Ottumwa, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the area now designated as "Greater Ottumwa Park" be conveyed to the Board of Park Commissioners of the City of Ottumwa, Iowa, and that the Mayor and City Clerk be, and they are, hereby authorized and directed to convey said area by "Quit Claim Deed" to said Board of Park Commissioners of the City of Ottumwa, Iowa.

PASSED and ADOPTED, this 28<sup>th</sup> day of December, 1965.

CITY OF OTTUMWA, IOWA

By

Gordon Bennett  
Gordon Bennett, Mayor

Attest:

Genevieve Howard  
Genevieve Howard, City Clerk



TERRY E. BRANSTAD, GOVERNOR

DEPARTMENT OF NATURAL RESOURCES  
LARRY J. WILSON, DIRECTOR

November 2, 1992

Carl G. Radosevich, Mayor  
City of Ottumwa  
105 East 3rd Street  
Ottumwa, IA 52501

Dear Mayor Radosevich:

The Des Moines Register, through the work of editorial writer Bill Leonard, asked its readers this summer to nominate "Iowa's Hidden Treasures." The following is the request as it appeared in the newspaper:

*WHAT PARTS OF IOWA are particularly valuable from an environmental and/or scenic perspective? We'd like readers to nominate their favorites. If you've a special area that comes to mind -- it could be smaller than an acre, or larger than a township -- list it below, including a brief description as to why it should be preserved. A report on the nomination will appear in a future Sunday Register.*

Bill Leonard has shared the Hidden Treasure nominations with the DNR. We identified the most appropriate entity (DNR, County Conservation Board, City, DOT, or State Historical Society) to receive the nominations and determine whether or not follow-up action is appropriate.

One person nominated the lagoons that link south and north Ottumwa. I believe these may be part of an existing city park. While your response is voluntary, I would appreciate receiving a short note from you confirming the city's ownership. I would also be interested in any future plans the City of Ottumwa has for this area. Please submit the report by December 1, 1992 to Kevin Szcodronski, Iowa Department of Natural Resources, Wallace State Office Building, Des Moines, IA 50319. Thank you in advance for your interest and cooperation.

Sincerely,

LARRY J. WILSON  
DIRECTOR  
IOWA DEPARTMENT OF NATURAL RESOURCES

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**Citizen Input Request Form**

May 17, '22  
Council Meeting Date

Name: Brooke Engeman

Address: 13922 Frederick Cir.  
Omaha, Nebraska

Item No. to Address: D2  
originally from Area 1000  
(Agenda will be provided to complete this section)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Brooks Norton



CITY OF OTTUMWA

**Citizen Input Request Form**

5.17.2022

Council Meeting Date

Name: Julie Engeman

Address: 2617 Northwood Dr

Item No. to Address: Box Animals & Fowl  
(Agenda will be provided to complete this section)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Jengema@gmail.com





CITY OF  
OTTUMWA

**Citizen Input Request Form**

May 17  
Council Meeting Date

Name: Tom Rodgers

Address: 171 Northview Ave

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:

Animal Control Ordinance

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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



CITY OF  
OTTUMWA

**Citizen Input Request Form**

5.17.2022

Council Meeting Date

Name: Lori Rushman

Address: 3674 Little Soap Road

Item No. to Address: J Public Forum  
(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:

Empty lot located at  
817 Chester.

\*\*\*\*\*

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





[ CITY OF ]  
OTTUMWA

Petition #5056-2019

FILED

2019 JUL 12 PM 2:46

CITY CLERK  
OTTUMWA, IA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

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

Address or legal description of the property 817 Chester  
Ottumwa, IA

Buyers Name, address and phone number Jim and Lori Rushman  
3674 Little Soap Road Ottumwa. Jim - 641-799-5958  
Lori - 641-799-1140

Dollar amount of the offer \$ 250.<sup>00</sup>

If you are purchasing a building do you plan to renovate or demolish it? N/A

If you are purchasing a vacant lot, what is the intended use of the lot? extra yard

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

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

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property.

If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

We currently own the property at 316 N. Pocahontas and have signed papers and are in the process of buying the house located next to this empty lot at 813 Chester.



**JAMES OR LORI RUSHMAN**  
3674 LITTLE SOAP RD  
OTTUMWA, IA 52501

72 <sup>394</sup>/<sub>739</sub>

**5195**

DATE 11/2/19

PAY TO THE  
ORDER OF

Fifty Dollars  
and no/100 \$ 50.00

DOLLARS



Security  
Features  
Include an  
Ink

**Success BANK**  
www.successbank.com

MEMO Deposit 817 Chester

⑆073903943⑆ 34 350 2⑈ 5195

James Or Lori Rushman

MP



## Chris Reinhard

---

**From:** Chris Reinhard <reinhardc@ci.ottumwa.ia.us>  
**Sent:** Thursday, March 19, 2020 12:29 PM  
**To:** 'Joni Keith'; 'Jody Gates'; Kevin Flanagan  
**Subject:** RE: Petition 5056-2019 Call from Jim Rushman  
**Attachments:** #5056-2019 - Jim & Lori Rushman - Purchase 817 Chester 7\_12\_19.pdf

**Importance:** High

All –

I talked to Lori Rushman today and her husband brought over the deed for 813 Chester as this is finally in their name; however, Beacon still reflects Stephanie Shoemaker as the owner (because it hasn't been recorded yet). Attached is the deed that I will check on to make sure it gets recorded and then we can move forward with the disposal of 817 Chester.

Chris

---

**From:** Chris Reinhard <reinhardc@ci.ottumwa.ia.us>  
**Sent:** Monday, December 23, 2019 3:22 PM  
**To:** 'Joni Keith' <keithj@ci.ottumwa.ia.us>; 'Jody Gates' <gatesj@ci.ottumwa.ia.us>; Kevin Flanagan <flanagank@ci.ottumwa.ia.us>  
**Subject:** RE: Petition 5056-2019 Call from Jim Rushman

I'm checking in on this Petition as I don't show any resolution and/or closing. Did Jim Rushman get the title to 813 Chester or was this decided to not move forward with (previous email correspondence about Beacon map showing it as an alley?)?

Please advise.

Thank-you!  
Chris

---

**From:** Joni Keith <keithj@ci.ottumwa.ia.us>  
**Sent:** Wednesday, July 24, 2019 11:05 AM  
**To:** 'Jody Gates' <gatesj@ci.ottumwa.ia.us>; 'Chris Reinhard' <reinhardc@ci.ottumwa.ia.us>; 'Sherrie Jones' <sjones1@ci.ottumwa.ia.us>  
**Cc:** 'Kevin Flanagan' <flanagank@ci.ottumwa.ia.us>  
**Subject:** RE: Petition 5056-2019 Call from Jim Rushman

That works!

Joni L. Keith  
City Attorney/HR Manager  
105 East Third Street  
Ottumwa, IA 52501  
PHONE: (641) 683-0625  
FAX: (641) 683-0613  
[keithj@ci.ottumwa.ia.us](mailto:keithj@ci.ottumwa.ia.us)



**From:** Jody Gates <gatesj@ci.ottumwa.ia.us>  
**Sent:** Wednesday, July 24, 2019 10:32 AM  
**To:** 'Chris Reinhard' <reinhardc@ci.ottumwa.ia.us>; 'Sherrie Jones' <sjones1@ci.ottumwa.ia.us>  
**Cc:** Kevin Flanagan <flanagank@ci.ottumwa.ia.us>; Joni Keith <keithj@ci.ottumwa.ia.us>  
**Subject:** Petition 5056-2019 Call from Jim Rushman

Jim Rushman just called back. I told him 817 Chester has been approved by all departments to be sold. He indicated the title paper work for his purchase of 813 Chester was at Truitt's office. He is to call the Clerk's office or me when he has title to 813 Chester and I'll start the process with the Council to sell him 817 Chester.

Jody Gates  
Ottumwa Health Department  
641-683-0615

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.

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**WARRANTY DEED**

Return to: Rick L. Lynch, 207 S Washington St. Bloomfield, Iowa 52537  
Taxpayer: James & Lori Rushman, 3764 Little Soap Road, Ottumwa, IA 52501  
Preparer: Rick L. Lynch, 207 S Washington St. Bloomfield, Iowa 52537, Phone: (641) 664-3188

For the consideration of 1.00 Dollar(s) and other valuable consideration, Stephanie Shoemaker, single

James Rushman and Lori Rushman, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common do hereby Convey to the following described real estate in WAPELLO County, Iowa: Lot Number Twelve (12) in Block Number Three (3) in Blake Park Addition to the City of Ottumwa, Wapello County, Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 3-19-20

Stephanie Shoemaker (Grantor)  
Stephanie Shoemaker (Grantor)

STATE OF IOWA, COUNTY OF Paris  
This record was acknowledged before me on 3-19-20, by Stephanie Shoemaker, single

Notarial Seal  
LINCOLN LYNCH  
COMMISSION NUMBER 761907  
MY COMMISSION EXPIRES  
9-30-22

LINCOLN LYNCH  
COMMISSION NUMBER 761907  
MY COMMISSION EXPIRES

[Signature]  
Signature of Notary Public





Petition No.: 5056-2019

**Petitioner Information:**

Name: James & Lori Rushman

Address: 3674 Little Soap Rd., Ottumwa, IA 52501

Phone Number: (641) 799-5958  Petition contains the required number of signatures.

**Summary of Petition:**

Purchase 817 Chester, vacant lot, for extra yard space. Offer \$250.00, city owned less than 5 years, owns property next to lot. \$50 deposit #82577.

\*\*\*\*\*

1. Engineering Department  Approve  Deny 7-19-19 Date Dept. Initials Required

Comments:

2. Plan/Zoning/Dev. Department  Approve  Deny KCF by [Signature] Date 7-22-19 Dept. Initials Required

Comments:

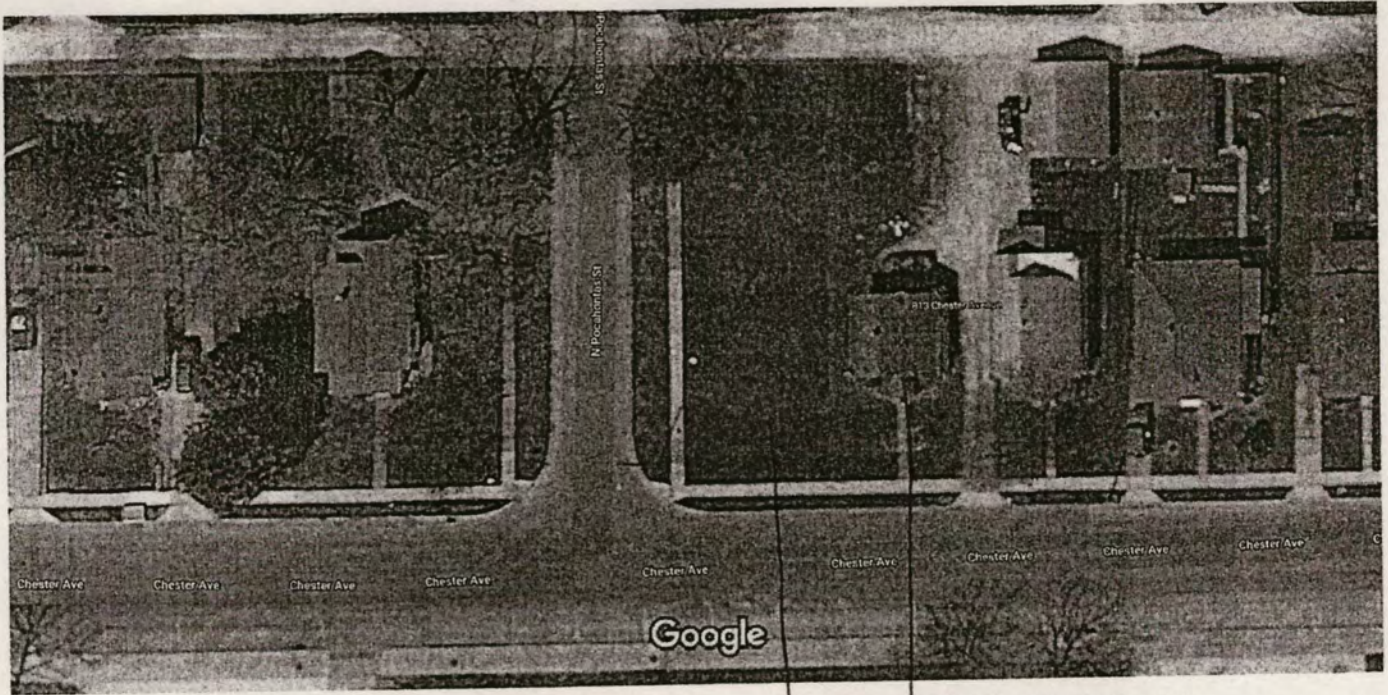
3. Health Department  Approve  Deny KCF by [Signature] Date 7-22-19 Dept. Initials Required

Comments:

\*\* If denied by your department automatically return to the City Clerk's Office.  
\*\* If approved by your department submit to the next department for review.  
\*\*\* Once the form is completed return to the City Clerk's Office



813 Chester Ave



Map data ©2020, Map data ©2020 20 ft



913 Chester  
917 Chester

813 Chester Ave

Ottumwa, IA 52501



Directions



Save



Nearby



Send to your phone



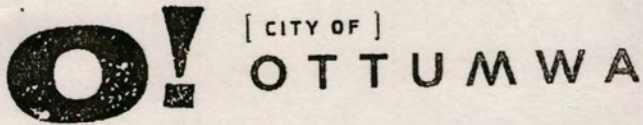
Share

Photos









# Sales Receipt

Date	Sale No.
7/12/2019	82577

<b>Sold To</b>
James & Lori Rushman 3674 Little Soap Rd. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

Check No.	Payment Method	Project
5195	Check	

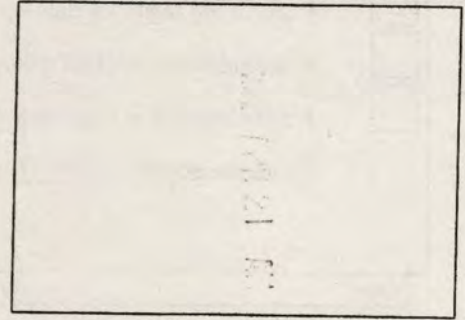
Item	Description	Amount
001-000-4800	Petition #5056 - Deposit on 817 Chester \$250 purchase empty lot \$250.00 next to their property - Sale of Real Estate	50.00

	<b>Total</b>	\$50.00
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Phone: 641.683.0600  
Fax: 641.683.0613  
[www.cityofottumwa.com](http://www.cityofottumwa.com)



No. 805-2022



Expected Date of Completion: \_\_\_\_\_  
(Office Use Only)

City Clerk Time Stamp (required)

**REQUESTOR'S INFORMATION**

Name: Jim and Lori Rushman  
 Address: 3674 Little Soap Road  
 Phone Number: 641-799-5958 (Jim) Fax Number: \_\_\_\_\_  
 Email Address: lrushman@hotmail.com

**REQUEST**

(Please be as detailed as possible; include names, dates, subjects, meeting dates, resolution and ordinance numbers, project names, etc. A form requesting "any and all" information will not be considered detailed and may be asked to be revised.)

All information, on petition 5056-2019 to purchase 817 Chester.

Note: If a deposit is required, no work will begin on the request until the deposit is received.

**PLEASE ALLOW REASONABLE TIME FOR A REPLY**  
(Not to exceed 20 working days)

Although the attached records are deemed to be 'public records' within the meaning of Chapter 22, Code of Iowa, you are hereby advised that your use of this information must comply with all local, state, and federal laws including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander, and tort. Misuse of said information by you in violation of the law is exclusively your responsibility. The City of Ottumwa hereby denies any and all responsibility for how this information is used by you. If any third party makes a claim against the City of Ottumwa for misuse of this information attributable to you, the City of Ottumwa shall pursue all available legal remedies against you.

Lori A. Rushman  
Signature of Acknowledgement

4/21/22  
Date

\*\*\*\*\*

(For Office Use Only)

**Details of Request**

1. Form of Request:  Email  Fax  Mail  In Person / Verbal  
 2. Requesting:  Copies  In-Person Examination  
 3. Request Submitted on: 4/21/22



**Notification of Release of Records**

Records are ready for pick-up at City Hall during posted hours as of \_\_\_\_\_ (date)

Records are ready for pick-up by appointment on \_\_\_\_\_ (date and time)

Examination of original records scheduled at City Hall for \_\_\_\_\_ (date and time)

Records mailed to requestor on \_\_\_\_\_ (date)

Requestor notified on \_\_\_\_\_ by:  phone message  in person  
 phone conversation  email  
 other \_\_\_\_\_

Notes:

\_\_\_\_\_

**Fees**

<input checked="" type="checkbox"/>	Copy Charges	<u>8</u> pages x \$0.25/page =	\$ <u>2.00</u>
<input type="checkbox"/>	Department Charges	_____ =	\$ _____
<input type="checkbox"/>	Fax Charges	_____ pages x \$1.00/page =	\$ _____
<input type="checkbox"/>	Postage Charges	_____ =	\$ _____
<input type="checkbox"/>	Labor/Research/Staff Time		

(The first 15 minutes of labor or supervisory services provided by the City staff in the search, preparation, retrieval, or supervision of examination of open records for each request will be free of charge. Services lasting longer than 15 minutes will be charged for each additional 15 minutes of services provided.)

Initials of employee(s) performing the services: \_\_\_\_\_

\_\_\_\_\_ Hours (¼ hour increments) x \$ \_\_\_\_\_ Hourly rate = \$ \_\_\_\_\_

Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

Deposit Received on: \_\_\_\_\_

Deposit Receipt No.: \_\_\_\_\_

Final Receipt No.: 91422

**TOTAL OF ALL FEES** \$ \_\_\_\_\_  
**Less deposit received** -\$ \_\_\_\_\_  
**Balance Owed at Pickup** \$ \_\_\_\_\_

**Acceptance and Receipt**

Documents were received and acknowledged on:

4/21/22  
Date

Lori Rushman  
Requestor's Full Name (Please Print)

Lori Rushman  
Requestor's Signature

[Signature]  
City Staff Signature

\_\_\_\_\_  
Signature of Person other than Requestor (if applicable)