



****CORRECTED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 24
Council Chambers, City Hall

August 2, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 22 on July 14, 2022 as presented.
2. Approve Human Rights Commission appointments Amy Norris Hernandez, Gaylon Davis, Nathan Wilson terms to expire 7/1/23; Marlana Wolfing, Dr. Peter Reiter, Jacquelyn Pope terms to expire 7/1/24; John Fenner, Connie Johnson, Sandra Wirfs terms to expire 7/1/25.
3. Approve appointment of Tammy Diephuis to full-time Communication Specialist for Police Dept. effective 8/15/22.
4. Approve appointment of Amy Napoleon to full-time Communication Specialist for Police Dept. effective 8/15/22
5. Approve appointment of Jeff Clark to Housing & Code Inspector in Bldg. & Code Enforcement Dept. on or about 8/14/22.
6. Recognize the appointment of Council Member Marc Roe to serve as Mayor Pro Tem.
7. Acceptance from the Iowa State Fire Marshal Office a grant award in the amount of \$11,088 to purchase a Freddy the Fire Truck training robot.
8. Approve Lexipol Annual renewal Police Policy & Procedure Manual license for \$15,326.
9. Approve purchase of (2) 2022 Ford Explorer 4dr 4x4 vehicles from Stiver's Ford of Waukee, IA in the amount of \$28,671/ea for a total of \$57,342 to replace current fleet #414 & #417.
10. Approve purchase of one (1) 2022 F150 Supercab from Dewey Ford of Ankeny, IA, in the amount of \$30,899.84 for the Building & Code Enforcement/Planning & Development Dept.
11. Resolution No. 198-2022, authorizing destruction of certain records according to the Code of Iowa, 2017, as amended.
12. Resolution No. 209-2022, setting August 16, 2022 as the date for a Public Hearing on considering a Real Estate Purchase Agreement with Elliott Oil.
13. Beer and/or liquor applications for: Ottumwa Golf & Social Club, with Outdoor Service Area, 304 East Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Drive; Red's Pub, Temporary OSA on the following dates: 8/20, 9/10, 10/29, ; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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. Approving the written quote for the fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc.

RECOMMENDATION: Approve the written quote for fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc. in the amount of **\$13,150 for the SSMID project.

2. Air Conditioner Replacement at the WPCF.

RECOMMENDATION: Approve the replacement of a five ton condenser and coil on the air conditioning unit at the WPCF in the amount of \$5,200.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing to accept written or oral comments from the public on the spending plans for the 2022 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance.

A. Open the public hearing.

B. Close the public hearing.

- C. Consider accepting the 2022 JAG Grant from the Bureau of Justice Assistance in the amount of \$23,980.

RECOMMENDATION: Approve submission of the grant over the internet and authorize the Mayor to sign any related documents as may be required.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the WPCF – Operations Reroofing Project.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 204-2022, approving the plans, specifications, form of contract and estimated cost for the WPCF – Operations Reroofing Project.

RECOMMENDATION: Pass and adopt Resolution No. 204-2022.

3. This is the time, place and date set for a public hearing on the Proposed Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

A. Open the public hearing.

B. Close the public hearing.

- C. Ordinance No. 3204-2022, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3204-2022.

4. This is the time, place and date set for a public hearing on the Proposed Ordinance 3206-2022, Repealing Ordinance No. 3194-2022 and Establishing Supplemental Regulations for Automobile

Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3206-2022, an Ordinance Repealing Ordinance No. 3194-2022 and Establishing Supplemental Regulations for Automobile Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3206-2022.

H. RESOLUTIONS:

- 1. Resolution No. 199-2022, awarding the contract and approving the contract, bonds, and certificate of insurance for the 2022 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 199-2022.

- 2. Resolution No. 200-2022, awarding the contract and approving the contract, bonds, and certificate of insurance for the 2022 Friction Seal Project.

RECOMMENDATION: Pass and adopt Resolution No. 200-2022.

- 3. Resolution No. 201-2022, awarding the contract for the Troeger Parking Lot Project to Drish Construction of Fairfield, Iowa, in the amount of \$608,859.25.

RECOMMENDATION: Pass and adopt Resolution No. 201-2022.

- 4. Resolution No. 202-2022, awarding the contract for the Bridge View Hotel Parking Lot Extension Project to DC Concrete & Construction of Douds, Iowa, in the amount of \$473,143.50.

RECOMMENDATION: Pass and adopt Resolution No. 202-2022.

- 5. Resolution No. 203-2022, approving the Professional Services Agreement for Engineering Design and Management costs between the City of Ottumwa and Shive-Hattery, Inc. for the roundabout at the intersection of Albia Road and Quincy Avenue and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 203-2022.

- 6. Resolution No. 205-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Ward Street Bridge Replacement Project.

RECOMMENDATION: Pass and adopt Resolution No. 205-2022.

- 7. Resolution No. 206-2022, approving a Development Agreement with RG Property, LLC for the Community Development Block Grant (CDBG) Coronavirus Housing Conversion Program.

RECOMMENDATION: Pass and adopt Resolution No. 206-2022.

- 8. Resolution No. 207-2022, approving a Development Agreement with the Ottumwa Legacy

Foundation for the Downtown Housing Grant Program.

RECOMMENDATION: Pass and adopt Resolution No. 207-2022.

9. Resolution No. 208-2022, designating a portion of Church Street with the Honorary Street Name – Madre Irene Munoz Way.

RECOMMENDATION: Pass and adopt Resolution No. 208-2022.

10. Resolution No. 210-2022, authorizing an Agreement for Professional Services between the City of Ottumwa and 1919 Architects for developing site plan prototypes and construction drawings for medium density infill and single-family housing.

RECOMMENDATION: Pass and adopt Resolution No. 210-2022.

I. ORDINANCES:

1. Ordinance No. 3200-2022, adopting the new State Electrical Code by Amending Chapter 13 of the City of Ottumwa Municipal Code.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3200-2022.

2. Ordinance No. 3205-2022, Vacation of public right-of-way in the portion of the Alleyway running Northwest/Southeast from E. McPherson Avenue to Phillips Street between West Second Street and Third Street West in the City of Ottumwa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3205-2022.

3. Ordinance No. 3207-2022, an Ordinance amending Chapter 2, Article IV, Officers and Employees, of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3207-2022.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3207-2022.

4. Ordinance No. 3208-2022, Proposed Ordinance amending Chapter 2, Article VI, Division 5, Public Safety Advisory Committee, of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3208-2022.

J. PUBLIC FORUM:

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

K. 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. ***

Items on the Table:

1. Ordinance No. 3202-2022, an Ordinance Amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the Purpose of Imposing a Franchise Fee.

** Scrivener's error; original Agenda stated \$13,105 and it should be \$13,150.



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 3:50 PM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: *Corrected Agenda for the Regular City Council Meeting #24 to be held on 8/02/2022 at 5:30 P.M. A scrivener's error occurred with numbers being transposed for Item F-1

*** FAX MULTI TX REPORT ***

JOB NO. 1561
DEPT. ID 4717
PGS. 6
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 3:50 PM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: *Corrected Agenda for the Regular City Council Meeting #24 to be held on 8/02/2022 at 5:30 P.M. A scrivener's error occurred with numbers being transposed for Item F-1

*** TX REPORT ***

JOB NO. 1561
DEPT. ID 4717
ST. TIME 07/29 15:57
SHEETS 6
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 3:50 PM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: *Corrected Agenda for the Regular City Council Meeting #24 to be held on 8/02/2022 at 5:30 P.M. A scrivener's error occurred with numbers being transposed for Item F-1



[CITY OF]
OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 24
Council Chambers, City Hall

August 2, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 22 on July 14, 2022 as presented.
2. Approve Human Rights Commission appointments Amy Norris Hernandez, Gaylon Davis, Nathan Wilson terms to expire 7/1/23; Marlena Wolfing, Dr. Peter Reiter, Jacquelyn Pope terms to expire 7/1/24; John Fenner, Connie Johnson, Sandra Wirfs terms to expire 7/1/25.
3. Approve appointment of Tammy Diephuis to full-time Communication Specialist for Police Dept. effective 8/15/22.
4. Approve appointment of Amy Napoleon to full-time Communication Specialist for Police Dept. effective 8/15/22
5. Approve appointment of Jeff Clark to Housing & Code Inspector in Bldg. & Code Enforcement Dept. on or about 8/14/22.
6. Recognize the appointment of Council Member Marc Roe to serve as Mayor Pro Tem.
7. Acceptance from the Iowa State Fire Marshal Office a grant award in the amount of \$11,088 to purchase a Freddy the Fire Truck training robot.
8. Approve Lexipol Annual renewal Police Policy & Procedure Manual license for \$15,326.
9. Approve purchase of (2) 2022 Ford Explorer 4dr 4x4 vehicles from Stiver's Ford of Waukee, IA in the amount of \$28,671/ea for a total of \$57,342 to replace current fleet #414 & #417.
10. Approve purchase of one (1) 2022 F150 Supercab from Dewey Ford of Ankeny, IA, in the amount of \$30,899.84 for the Building & Code Enforcement/Planning & Development Dept.
11. Resolution No. 198-2022, authorizing destruction of certain records according to the Code of Iowa, 2017, as amended.
12. Resolution No. 209-2022, setting August 16, 2022 as the date for a Public Hearing on considering a Real Estate Purchase Agreement with Elliott Oil.
13. Beer and/or liquor applications for: Ottumwa Golf & Social Club, with Outdoor Service Area, 304 East Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Drive; Red's Pub, Temporary OSA on the following dates: 8/20, 9/10, 10/29, ; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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. Approving the written quote for the fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc.

RECOMMENDATION: Approve the written quote for fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc. in the amount of \$13,105 for the SSMID project.

2. Air Conditioner Replacement at the WPCF.

RECOMMENDATION: Approve the replacement of a five ton condenser and coil on the air conditioning unit at the WPCF in the amount of \$5,200.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing to accept written or oral comments from the public on the spending plans for the 2022 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Consider accepting the 2022 JAG Grant from the Bureau of Justice Assistance in the amount of \$23,980.

RECOMMENDATION: Approve submission of the grant over the internet and authorize the Mayor to sign any related documents as may be required.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the WPCF – Operations Reroofing Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 204-2022, approving the plans, specifications, form of contract and estimated cost for the WPCF – Operations Reroofing Project.

RECOMMENDATION: Pass and adopt Resolution No. 204-2022.

3. This is the time, place and date set for a public hearing on the Proposed Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3204-2022, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3204-2022.

4. This is the time, place and date set for a public hearing on the Proposed Ordinance 3206-2022, Repealing Ordinance No. 3194-2022 and Establishing Supplemental Regulations for Automobile

Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3206-2022, an Ordinance Repealing Ordinance No. 3194-2022 and Establishing Supplemental Regulations for Automobile Sales by Amending Section 38-872 of the Zoning Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3206-2022.

H. RESOLUTIONS:

1. Resolution No. 199-2022, awarding the contract and approving the contract, bonds, and certificate of insurance for the 2022 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 199-2022.

2. Resolution No. 200-2022, awarding the contract and approving the contract, bonds, and certificate of insurance for the 2022 Friction Seal Project.

RECOMMENDATION: Pass and adopt Resolution No. 200-2022.

3. Resolution No. 201-2022, awarding the contract for the Troeger Parking Lot Project to Drish Construction of Fairfield, Iowa, in the amount of \$608,859.25.

RECOMMENDATION: Pass and adopt Resolution No. 201-2022.

4. Resolution No. 202-2022, awarding the contract for the Bridge View Hotel Parking Lot Extension Project to DC Concrete & Construction of Douds, Iowa, in the amount of \$473,143.50.

RECOMMENDATION: Pass and adopt Resolution No. 202-2022.

5. Resolution No. 203-2022, approving the Professional Services Agreement for Engineering Design and Management costs between the City of Ottumwa and Shive-Hattery, Inc. for the roundabout at the intersection of Albia Road and Quincy Avenue and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 203-2022.

6. Resolution No. 205-2022, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Ward Street Bridge Replacement Project.

RECOMMENDATION: Pass and adopt Resolution No. 205-2022.

7. Resolution No. 206-2022, approving a Development Agreement with RG Property, LLC for the Community Development Block Grant (CDBG) Coronavirus Housing Conversion Program.

RECOMMENDATION: Pass and adopt Resolution No. 206-2022.

8. Resolution No. 207-2022, approving a Development Agreement with the Ottumwa Legacy

Foundation for the Downtown Housing Grant Program.

RECOMMENDATION: Pass and adopt Resolution No. 207-2022.

9. Resolution No. 208-2022, designating a portion of Church Street with the Honorary Street Name – Madre Irene Munoz Way.

RECOMMENDATION: Pass and adopt Resolution No. 208-2022.

10. Resolution No. 210-2022, authorizing an Agreement for Professional Services between the City of Ottumwa and 1919 Architects for developing site plan prototypes and construction drawings for medium density infill and single-family housing.

RECOMMENDATION: Pass and adopt Resolution No. 210-2022.

I. ORDINANCES:

1. Ordinance No. 3200-2022, adopting the new State Electrical Code by Amending Chapter 13 of the City of Ottumwa Municipal Code.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3200-2022.

2. Ordinance No. 3205-2022, Vacation of public right-of-way in the portion of the Alleyway running Northwest/Southeast from E. McPherson Avenue to Phillips Street between West Second Street and Third Street West in the City of Ottumwa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3205-2022.

3. Ordinance No. 3207-2022, an Ordinance amending Chapter 2, Article IV, Officers and Employees, of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3207-2022.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3207-2022.

4. Ordinance No. 3208-2022, Proposed Ordinance amending Chapter 2, Article VI, Division 5, Public Safety Advisory Committee, of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3208-2022.

J. PUBLIC FORUM:

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

K. 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. ***

Items on the Table:

1. Ordinance No. 3202-2022, an Ordinance Amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the Purpose of Imposing a Franchise Fee.



| CITY OF |
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 10:00 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #24 to be held on 8/02/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 1552
DEPT. ID 4717
PGS. 6
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 10:00 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #24 to be held on
8/02/2022 at 5:30 P.M.

*** TX REPORT ***

JOB NO. 1552
DEPT. ID 4717
ST. TIME 07/29 10:00
SHEETS 6
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/29/2022 TIME: 10:00 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #24 to be held on
8/02/2022 at 5:30 P.M.

SPECIAL MEETING NO. 22
Room 108, City Hall

July 14, 2022
5:00 O'Clock P.M.

The meeting was called to order at 5:01 P.M.

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

Also in attendance City Admin. Rath, PW Dir. Seals.

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

Clerk Reinhard along with Rath presented Scope/Stmt. of Work Agenda Mgmt. program/platform that will be implemented for the City Clerk's office by our current Laserfiche license provider OPG-3, Inc. Reinhard submitted CIP that was included in bonding for FY23. Total implementation cost for platform will be \$37,000 and either \$20,750/year or \$25,750/year depending on total number of licenses/users for Laserfiche access. This will make the agenda/mins. process more streamlined and easier to navigate for all users.

Pope arrived at 5:06 P.M.

Mayor expressed, the special work sessions/tours were beneficial and helpful; gave them a better understanding of what outlying dept. are responsible for. Others agreed. Galloway stated, in the future, it would be beneficial for outlying dept. to host open houses for the public. Can we provide annual rpt. about number of streets we fixed the past year and post on our website?

Responsibility as Council Member to arrive to mtgs. on time, well prepared; actively listening and avoiding sidebar conversations. Regularly attending brd. and commission mtgs. that you have agreed to serve on. Rath mentioned a City Council Code of Conduct that may come before you for adoption. Roe stated we all need to be held accountable; we are elected officials; what will a code of conduct really do? Could censure members if not behaving properly. Mtg. etiquette (food, drinks, dress code) were also discussed.

Discussion about moving city council mtgs. to 5:00 P.M.; consensus of all members is to leave start time at 5:30 P.M. We are already missing a vast amt. of the population that work 2nd or 3rd shift; we should be catering to the majority of the public and what time works for them. Mayor suggested if we hold a work session and plan on taking any action, it should be televised. Roe agreed, a lot of things shared during a work session are those things we want people to see/hear; we need public viewership. Consistency - hold mtgs. with 5:30 P.M. start time.

Discussion on mtg. agenda format; change wording "petition" to reflect more consistently as "communications." Where should proclamations fall in the agenda? Do we add a Mayoral Rpt? Time allotment for public to speak is currently set at three mins.; do we want to keep this or change? Agreed to keep three min. time allotment for public speakers; will look into displaying a digital timer so individuals can see how much time they have remaining.

Consideration of thirty day pilot program – holding regular city council mtgs. every Tues. for thirty days. Council members are against this change for several reasons. Perspective, mtgs. will not be shorter if we

do this; it just gives more opportunities to pile more items on each mtg.; more OT hours by Police Dept. and current city employees that are already overtaxed. Roe stated with a seasoned City Council, Jan – March are typically the only time you have consistent wkly mtgs., but we have four new members and a new mayor this year, so as time passes, this council will become seasoned enough that we won't need to hold special mtgs. all the time. Mayor disagrees, we have had numerous items that needed vetted in a public setting to make any progress on. He also thinks having wkly. mtgs. makes council members more accessible to the public. We need to think outside the box; we are here to serve the public. Most of us ran for these elected seats under the premise of holding mtgs. every other wk. and that's also how we presented to our employers. Some may have other commitments on Tues. nights.

Rath inquired if it would be beneficial to have job descriptions for elected officials and the numerous brds. and commissions so you know what the expectations are to serve in each capacity. All agreed it would be beneficial, so Rath will work on this.

Roe stepped out of the meeting at 6:26 P.M.; returned at 6:28 P.M.

Discussion on chain of command for employee complaints; need to follow the formal process to protect each individual and the city. Performance evaluations of the City Admin – request for quarterly instead of just annually. Rath stated part of the wage & benefits comprehensive study will include standardized templates for evaluations that would become a part of our process. Rath also reminded all members that his office is open for any one-on-one mtgs. that they would like to have. Can schedule these so they are on his calendar; weekly, bi-weekly; whatever each member prefers.

Do we want to continue the community banner program? Council agrees it would be best to reach out to local businesses to see if they can provide this same service for us.

Rath will present the final version of the Honorary Street Naming Policy at our upcoming mtg. for adoption.

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

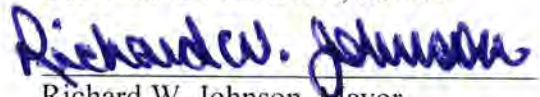
Adjournment was at 6:59 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 7/23/2022



August 2, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointments the Human Rights Commission, terms to expire 07/01/2023.

Amy Norris Hernandez
57 Kingsley drive

Gaylon Davis
214 South Ransom

Nathan Wilson
503 Indian Trail Road

Recommend appointments the Human Rights Commission, terms to expire 07/01/2024.

Marlena Wolfing
320 N. Marion St.

Dr. Peter Reiter
401 N. Green St.

Jacquelyn Pope
220 W. Woodland Ave.

Recommend appointments the Human Rights Commission, terms to expire 07/01/2025.

John Fenner
407 Elmdale

Connie Johnson
19 Schwartz Dr.

Sandra Wirfs
1566 N. Van Buren Ave.

1 year term

Received
(7-18-22)

**CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board**

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

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

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

Human Rights Commission

Name: Amy Norris Hernandez Telephone: 641-226-4251

Email: (optional) amynorrishernandez@gmail.com

Address: 57 Kingsley Dr. ZIP: 52501

Business: _____ Telephone: _____

Address: _____ ZIP: _____

Date Available for Appointment Aug. 16th 2022 E-Mail: amynorrishernandez@gmail.com

Present occupation: 1st grade teacher

Previous Employment: Sieda Headstart

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Ottumwa Pride
Home School board - Secretary
Lulac 377

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

Education - Teacher licence w/ minor in
Special education K-5

Personal:

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

Yes _____ No X

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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

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

I am a teacher. I have a special ed degree.

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


- Listen and understand all complaints and review what would be the best solution.
- Research and review all policies to make our

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

I have great communication skills. I have great listening skills. I will give different solutions to help solve Problems.

Community more inclusive.

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



Signature

Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	Education
Advocacy experience	Special education, LGBTQ IAT,
Community involvement	DCCP, Ottumwa Pride, Lulac, Home and School Board,
Current profession	1st grade teacher Ottumwa Area Comm.
Highest level of education	BA in Education Chorus
Race	white
Creed	None
Ethnicity	non latino
Color	white
Sex	female
Sexual orientation	Straight
Gender identity	she / her / female
National origin	USA
Age	44
Religion	None
Disability	hearing impaired

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Name: GAYLON DAVIS Telephone: 217-440-9842
Email: (optional) _____
Address: 214 SOUTH RANSOM ZIP: 52501
Business: _____ Telephone: _____
Address: _____ ZIP: _____
Date Available for Appointment 7-1-22 E-Mail: gaylondavis@gmail.com
Present occupation: SAFETY AND SECURITY OFFICER (Job Corps)
Previous Employment: _____

Answer the following: (Use additional sheets if necessary)

Community Service:

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

PRESIDENT - BLACK AWARENESS ASSOC. - QUINCY ILLINOIS
MEMBER OF MAYOR'S HUMAN RIGHTS COMMISSION - QUINCY
BOARD MEMBER HABITAT FOR HUMANITY - QUINCY
PRESIDENT QUINCY ILLINOIS BRANCH NAACP

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

CERTIFICATES - MENTAL HEALTH
FIRST AID
CPR
SUICIDE PREVENTION

Personal:

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

Yes _____ No X

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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

PURPOSE, MISSION, GOAL?

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? *THE NAACP ALLOWED ME TO ADDRESS SOCIAL AND HUMAN RIGHTS DISPARITIES. THE MAYOR'S HUMAN RIGHTS COMMISSION ALLOWED ME TO INGAAGE IN A VERY DIVERSE GROUP TO FIND SOLUTIONS TO THE MANY PUBLIC COMPLAINTS RECEIVED BY THE BOARD.*
2. What do you see as the objectives and goals of the advisory body to which you seek appointment? *I BELIEVE THE OBJECTIVES WOULD BE TO END UNLAWFUL DISCRIMINATION AND HUMAN RIGHTS VIOLATIONS AS DEFINED BY THE IOWA AND FEDERAL HUMAN RIGHTS ACT.*
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body? *HAVING BEEN A MEMBER OR A LEADER IN THE DIVERSE GROUPS OR ORGANIZATIONS MY EXPERIENCE IN AND MY PERSONAL LIFE I CAN BE AND WILL BE A POSITIVE ASSET TO THE COMMISSION I WOULD WANT TO FIRST INFORM AND EDUCATE THE PUBLIC (AND MYSELF) ABOUT THEIR RIGHTS. LISTEN TO OR COMPIL COMPLAINTS. ALSO OBSERVE AND MAKE AWARE OF ANY AND ALL VIOLATIONS. GIVE FEED BACK TO THE COMMISSION, AND INTURN WORK TO RESOLVE ANY COMPLAINTS.*

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

CLAYTON DAVIS

Signature

7-1-22

Date

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

WHEN COMPLETED MAIL ORIGINAL TO:

OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	_____
Advocacy experience	_____
Community involvement	_____
Current profession	<u>SAFETY AND SECURITY OFFICER</u>
Highest level of education	<u>SOME COLLEGE</u>
Race	<u>AFRICAN AMERICAN</u>
Creed	_____
Ethnicity	_____
Color	_____
Sex	<u>MALE</u>
Sexual orientation	_____
Gender identity	_____
National origin	_____
Age	<u>67</u>
Religion	<u>BAPTIST</u>
Disability	_____

1 year form

received
7-5-22

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Human Rights Commission

Name: Nathan Wilson Telephone: 641-295-0392
Email: (optional) nathanawilson@hotmail.com
Address: 503 Indian Trail Rd., Ottumwa, IA ZIP: 52501
Business: _____ Telephone: _____
Address: _____ ZIP: _____
Date Available for Appointment Immediately E-Mail: _____
Present occupation: Associate Professor of History at Indian Hills Community College
Previous Employment: Buena Vista University, self-employed

Answer the following: (Use additional sheets if necessary)

Community Service:

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

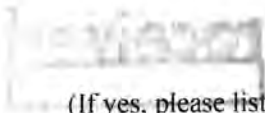
Oskaloosa Historic Preservation Commission (HPC) (9/2015-5/2020)
- led HPC subcommittee for direct interaction with projects
Oskaloosa Creative Placemaking Committee (8/2018-5/2020)
- specialized in bike trails subgroup
Oskaloosa Main Street Challenge Grant Review Panel (9/2019)
Oskaloosa Housing Committee (5/2019/5/2020)

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

Personal:

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

Yes _____ No X



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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

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

My training and education as an historian and teacher of government classes provides me with a solid foundation for being very inclusive in viewing matters of history, social equality, and relationships. My personal interests in theology and philosophy further broadens and reinforces this welcoming perspective.

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

To provide a welcoming atmosphere in Ottumwa that is free from discrimination and based upon mutual respect of others, and to be able to peacefully resolve and/or provide resources for mitigating human rights and civil rights conflicts when they do occur.

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

We can achieve these goals through conflict resolution and through proactive engagement with the community. Conflict resolution may include, but is not limited to, the following: mitigation efforts, mediating disputes, referral to community/state resources, and utilizing the Iowa Civil Rights Commission. Ultimately, proactive engagement in the community that fosters respect for all peoples helps prevent discrimination and inequity before it occurs. I would like to be part of this process and feel my proclivity to creative solutions, my desire to listen and understand, my previous experience in city commissions, my role as an educator, and my love for this community are beneficial qualities I can bring to this commission.

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

NAW
Signature

7-1-22
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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

My work with Oskaloosa's Historic Preservation Commission (HPC) involved the challenges of upholding preservation standards with local downtown business owners that could be restrictive and sometimes more costly, while at the same time maintaining good relationships within the community. We received some pushback at first and had to skillfully negotiate our position, and by the time I left the commission and had moved to Ottumwa in 2020, we had established strong relationships with the business community based upon mutual respect.

My role as Associate Professor of History at Indian Hills Community College allows me the privilege of teaching diverse groups of students in a manner that is inclusive and welcoming. I take seriously my role as an educator, do not shy away from the challenges and opportunities of our past, and encourage all my students to be their best selves in creating a future that learns from the mistakes and successes of our past.

I expect you will have many excellent candidates to serve on this commission and do not feel entitled to this position in any way. If you think I should make for a good candidate, then I would be honored to serve. Thank you.



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

OPTIONAL

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

Areas of expertise	History, government, education
Advocacy experience	Oskaloosa's Housing Commission. Pushed for inclusive housing policies.
Community involvement	Considerable participation in Oskaloosa. Moved to Ottumwa in 2020 and have been looking to get involved once the pandemic subsided and the right opportunity arose.
Current profession	Associate Professor of History at Indian Hills Community College
Highest level of education	Master's degree
Race	White
Creed	Pluralist
Ethnicity	White
Color	White
Sex	Male
Sexual orientation	Heterosexual
Gender identity	Male
National origin	United States
Age	42
Religion	Christian pluralist
Disability	None

2 year term

Received
(7-18-22)

**CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board**

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces. PM 209

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

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

Human Rights Commission

Name: Marlena Wolfing Telephone: 641-226-8275

Email: (optional) marlenawolfing@gmail.com

Address: 320 N. Marion St (Ottumwa) ZIP: 52501

Business: JBS Telephone: 641-682-8532

Address: 600 S. Iowa Avenue ZIP: 52501

Date Available for Appointment 7/12/2022 E-Mail: marlena.wolfing-perryman@jssa.com

Present occupation: Security manager

Previous Employment: JBS / Cargill 25 years

Answer the following: (Use additional sheets if necessary)

Community Service:

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

CASA Advocacy (Wapello County) ← new advocate

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

- Life Coach - August 2021
- Inclusive Leadership
- Human Trafficking Zone Advocate
- Gender and Sexuality: Diversity in the Workplace

Personal:

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

Yes _____ No X

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

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

Yes _____ No X

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

Yes _____ No X

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

Yes _____ No X

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

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

please see attached pages

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

please see attached pages

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

Please see attached pages



CITY OF
OTTUMWA

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

OPTIONAL

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

Areas of expertise	<u>Human relations, business</u>
Advocacy experience	<u>Community interest</u>
Community involvement	<u>CASA advocacy, volunteering</u>
Current profession	<u>Security Manager</u>
Highest level of education	<u>A.A.</u>
Race	<u>African American</u>
Creed	<u></u>
Ethnicity	<u></u>
Color	<u></u>
Sex	<u>F</u>
Sexual orientation	<u>F</u>
Gender identity	<u>F</u>
National origin	<u>USA</u>
Age	<u>44</u>
Religion	<u>Christian</u>
Disability	<u>no</u>

Human Rights Commission Questions

1. It is my belief that being valued and accepted in one's community is of the greatest importance. For the members of any community to reach their true potential and thrive, there has to be a standard set forth leadership of how the whole will value the individual parts. Acceptance, equality and the fulfillment of human rights is a minimum standard of life, yet takes intention to achieve and sustain. I am interested in being part of any programs, initiatives or events that help bring awareness, accountability and support to our city around human rights. I am a certified life coach, and very passionate about planning and education being access to opportunity for people. I believe that creating opportunity for progress is the greatest thing any person or commission can do. I am an African American woman familiar with laws, statutes and the history behind human rights. I am a certified zone human trafficking advocate. I have an educational certificate in gender equality that I sought when the LGBTQIA group joined the civil rights protected class in 2022. I sought this education to increase my understanding, better myself as a neighbor and do my part to advocate for the community. My employment at JBS has given me the opportunity to work, train and engage with a variety of people from different cultures, backgrounds, social status, etc. The goals for all of these individuals was the same, and it has given me the ability to deeply understand various walks of life and people's unique journeys to the same desired outcome, a better life.
2. I see the objectives of the Human Rights Commission to institute, conduct and engage in educational and information programs and initiatives to promote mutual understanding and respect among citizens of Ottumwa. The Commission should serve as a forum for discussions of human rights issues, and provide assistance to people who believe their rights have been violated. The goal is to improve the quality of life for our current citizens, and to attract more people to our city as we grow. A Commission is necessary for a community that is embracing diversity and investing in growth. In my opinion, all businesses, schools, citizens, visitors, governments, investors, etc need a Human Rights Commission in their city. I am excited to see Ottumwa take this step.
3. I will help achieve these objectives by being a passionate participant in the mission. I will attend meetings with focus and high energy to get objectives met. I am prepared to do whatever tasks need to be done to promote and support what the commission is doing. I will look for areas to further educate myself in that will make me a better commission member. My personal goal is to have much understanding, and learn to be effective and make good decision within the role. The special qualities that I bring to the advisory body is my passion for positive change and my desire to influence growth any way that I can. I am diligent and creative, and I think outside of the box. I seek to connect to people in ways they can understand, and know my responsibility to arrive at a solution for others.

2 year term

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

received
6-24-22

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

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

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

Human Rights Commission

Name: Peter J. Reiter Telephone: 641-777-1732

Email: (optional) pjrmareiter@gmail.com

Address: 401 N. Green St. ZIP: 52501

Business: _____ Telephone: _____

Address: _____ ZIP: _____

Date Available for Appointment Immediately E-Mail: _____

Present occupation: Retired

Previous Employment: Physician, Mercy One, Ottumwa

Answer the following: (Use additional sheets if necessary)

Community Service:

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

- St. Mary's Church Parish Council (previous)
- Governor's Council - Iowa Chapter American College of Physicians
(chair of Health & Public Policy Committee) - past
- chair, Iowa Dept. Public Health Prevention and Chronic Care Management
Advisory Council 2017-2019
- Leadership positions in Iowa Medical Society, Unity Point Health and
Mercy One

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

Iowa Medical license (inactive)

Personal:

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

Yes _____ No

behavior

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

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

Yes _____ No

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

Yes _____ No

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

Yes No _____

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

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

I practiced Internal Medicine here for over 40 years, caring for people of many ethnicities, points of view, sexual orientation and economic means, which gives me a wide experience in problems both unique to them and shared by all.

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

1) To provide a sounding board for Ottumwans seeking fairness and looking to improve their lives here
2) To provide guidance to the Mayor and City Council on issues and opportunities to improve processes fairly
3) To provide education to the community on making

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

1) Make meetings useful to citizens and members to improve mutual understanding
2) Share concerns that are brought to the Commission in a constructive manner
3) My experience as a physician, member of numerous boards and administrative leadership will be useful.
Ottumwa a better community

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

Peter J. Renter
Signature

06/24/2022
Date

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

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

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 1949 Male Female

Number of years a city resident 45

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

2 year term

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

HUMAN RIGHTS COMMISSION

Name: Jacquelyn Pope Telephone: 641-455-1229

Email: (optional) _____

Address: 220 W. Woodland ZIP: 52501

Business: N.A Telephone: N.A

Address: _____ ZIP: _____

Date Available for Appointment Now E-Mail: Jacquelyn.Pope7@gmail.com

Present occupation: Registered Nurse - Retired

Previous Employment: ORCA, Pennsylvania Place, Ott. Job Corps

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Riverhills Comm. Health Center Board member
Legacy - Bright Ideas.
XWCA board years ago

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

Registered Nurse - Iowa and 11 others.

Personal:

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

Yes _____ No

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

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

Yes No

Sandra Pope - sister-in-law

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

Yes No

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

Yes No

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? *I served as the Civil Rights Co-ordinator for the Ottumwa Job Corp. I received TRAINING for this position from the State of Iowa*
2. What do you see as the objectives and goals of the advisory body to which you seek appointment? *Justice for all.*
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body? *Open minded, fair and many life experiances.*

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

Jacqueline Pope
Signature

6-24-22
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	<u>Health Care R.N.</u>
Advocacy experience	<u>Ottumwa Job Corps</u>
Community involvement	<u>Served on Boards in Community</u>
Current profession	<u>R.N. Retired, part time teacher @ IHCC.</u>
Highest level of education	<u>Bachelors of Science in Nursing U of Iowa</u>
Race	<u>African American</u>
Creed	<u>N.A.</u>
Ethnicity	<u>N.A.</u>
Color	<u>N.A.</u>
Sex	<u>NA</u>
Sexual orientation	<u>NA</u>
Gender identity	<u>NA</u>
National origin	<u>N.A.</u>
Age	<u>67</u>
Religion	<u>Lutheran</u>
Disability	<u>NONE</u>

3 year term

received
7-12-22

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

HUMAN RIGHTS Commission

Name: JOHN FENNER Telephone: 2629770520

Email: (optional) FENNER09158@GMAIL

Address: 407 EIMDALE ZIP: 52501

Business: _____ Telephone: _____

Address: _____ ZIP: _____

Date Available for Appointment _____ E-Mail: FENNER09158@GMAIL.COM

Present occupation: DISABLED

Previous Employment: INDUSTRIAL ELECTRICIAN (2012)

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city). HOUSING BOARD (2016)

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

Personal:

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

Yes _____ No X



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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
 MY DESIRE TO MAKE OTTUMWA BETTER. HAS IN MY BACKGROUND I DID FIELD SERVICE DEALING WITH MANY ISSUES MANY DIFFICULT PROBLEMS UNDER STRESSFUL SITUATIONS
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
 HELP CREATE DIVERSITY IMPROVEMENTS
 REMOVAL OF DISCRIMINATION
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
 BRINGING AN OPEN MIND. HAVE TRAVELLED AS AN INDUSTRIAL ELECTRICIAN TO EVERY STATE BUT 3 HAVING SEEN how people are TREATED BY there SKIN COLOR AGE AND SEXUAL ORIENTATION how they were TREATED AND how I WAS ABLE TO WORK WITH THOSE.

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



Signature

7/12

Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	<u>ABLE TO LISTEN AND COLLECT ISSUES</u>
Advocacy experience	<u>VOLENTAER OMBUDSMAN RESIDENT ADVOCATE ^{NURSING HOME}</u>
Community involvement	<u>VOLENTAER OMBUDSMAN FOR GOOD SAM & DUE WOOD DISABLED VETERAN</u>
Current profession	<u>VOLENTAER OMBUDSMAN (I AM ON DISABILITY)</u>
Highest level of education	<u>BACHELOR</u>
Race	<u>WHITE CAUCASIAN</u>
Creed	_____
Ethnicity	_____
Color	<u>White</u>
Sex	<u>MALE</u>
Sexual orientation	_____
Gender identity	<u>MALE</u>
National origin	<u>USA</u>
Age	<u>63</u>
Religion	<u>BELIEVE IN GOD</u>
Disability	<u>YES</u>

3 year term

received
6-20-22

CITY OF OTTUMWA

Biographical Data for Appointment to City Advisory Board

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

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

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

Ottumwa Human Civil Rights Commission

Name: Constance (Connie) Johnson Telephone: 6417773754

Email: (optional) connjohn5052@gmail.com

Address: 19 Schwartz Dr ZIP: 52501

Business: X Telephone: 6417773754

Address: X ZIP: X

Date Available for Appointment June 2022 E-Mail: X

Present occupation: Retired teacher

Previous Employment: Indian Hills Rise program 2015-2019 tutor
Ottumwa Community Schools - Evans Middle School
Retired June 2011

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city). Ottumwa Pride, Ottumwa Block Party planning committee, Wapello Co. Lead of ACLU of Iowa, Indivisible committee member, Ottumwa League of Women Voters, Alpha Delta Kappa, Ottumwa Community Players, Iowa State Educational Association, Ottumwa Educational Association, National Peer Helpers Association, Iowa Peer Helpers Association

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

Bachelors Degree in Education (continued on attached page)
Specialty in Reading and Science

Personal:

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

Yes X No _____

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

January 2012 - Aug 2012 - Ottumwa
Aug 2012 - March 2013 - Water Pollution Control
Public Library

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

Yes _____ No

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

Yes _____ No

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

Yes No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
My experience as an experienced teacher of teaching students for 37 years qualifies me because I have taught & advised (continued on the attached page)
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
The creation of a commission that would provide information to individuals that could be a resource and also assist in the resolution of complaints. (continued on attached page)
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
As part of the Human Rights Commission I would work with other members of commission in organizing trainings regarding human rights, those practice, and ways to involve community engagement. My experience as an ACLU of Iowa and Ottumwa lead

Continued from the previous pages

1. communicated with them and their parents and guardians. During my years of teaching I sponsored and trained students in one of the first peer helping and conflict management groups for middle school students in Iowa.

My experience of going through trainings to be a Wapello County Lead for the ACLU of Ottumwa as Iowa ACLU of Iowa, and the organizing informational meeting and also trainings make me qualified to educate, plan, organize, and create learning opportunities for the citizens of Ottumwa regarding civil rights.

My involvement as a member of the Ottumwa League of Women Voters has also given me opportunities to advocate for voting rights, encouraging others to vote, planning organizing forums, workshops, and planning league meetings.

My involvement as a member and committee head of the Ottumwa League of Women Voters, Indivisible, the Wapello County Democratic Party, Iowa State Education Association, Alpha Delta Kappa Honorary Teacher Sorority, Ottumwa Community Players, Ottumwa Pride and the Ottumwa Pride Block Party Committee, and the National Peer Helpers Association have also given me opportunities to plan, brainstorm with others, educate, and develop programs and workshops.

2. The commission would focus on planning activities, forums, workshops on civil rights for members of the community. It would also draw data regarding various populations in Ottumwa and also promote civil rights for the citizens of Ottumwa.

3. trainer and ACLU community activist, my experience as committee, and positions as an officer in the Ottumwa League of Women Voters, the Iowa Peer Helping Association, the National Peer Helping Association, Ottumwa Community Players, Ottumwa Indivisible, Ottumwa Educational Association, Alpha Delta Kappa have given a great deal of experience of planning, brainstorming, working cooperately with others, and reaching out to the community.

Community Service (continued from previous page)

Kiwanis, Fox and Sac Rock and Mineral Club, American Association of University Women, and National Science Association.

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

Constance R. Johnson 6-20-2022
Signature Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

_____ _____
Name of School Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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





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

OPTIONAL

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

Areas of expertise	Advocacy Outreach Education - Organization - Committee planning
Advocacy experience	ACLU of Iowa Ottumwa League of Women Voters
Community involvement	Ottumwa County lead Ottumwa Pride - Block Party committee
Current profession	Retired teacher
Highest level of education	Bachelors degree BA+30
Race	White - Caucasian
Creed	
Ethnicity	
Color	White
Sex	
Sexual orientation	Heterosexual
Gender identity	Female
National origin	United State citizen
Age	70
Religion	Methodist
Disability	none

3 year term

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

received
7-14-22

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

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

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

Human Rights Commission

Name: Samira A Wirfs

Telephone: 141 950-0204

Email: (optional) Samrawirfs13@gmail.com

Address: 1506 N Van Buren Ave

ZIP: 52501

Business: _____

Telephone: _____

Address: _____

ZIP: _____

Date Available for Appointment Immediately

E-Mail: Samrawirfs13@gmail.com

Present occupation: Workforce Advisor

Previous Employment: Sieda Head Start

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Community 1st Credit Union, Board of Directors
Ottumwa family Ymca, Board member
LULAC 377 - President (2022), Vice President (2021),
President (2020)

Iowa Workforce Board, Youth Committee

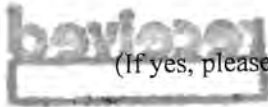
Please list any professional or vocational licenses or certificates you hold.

N/A

Personal:

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

Yes _____ No



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

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

Brittaney Ponce - daughter

Yes No

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

Yes No

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

Yes No

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
I am a latina and love to volunteer to help others in the community. Being a member of UICG has ~~been~~ giving me the opportunity to promote the right to vote to the latino community. Thru work, I coordinate job fairs to connect employers and jobseekers obtain work and have
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
I want our human rights to be respected. We all deserve to be treated equally, no matter our beliefs, color, gender. We should not be scared or afraid of who we are.
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
By bringing awareness and educating about equity. I am a minority and have experienced human rights issues many times in my life.



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

OPTIONAL

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

Areas of expertise	volunteer
Advocacy experience	Equal rights
Community involvement	Lulac President, Board member of YMCA
Current profession	Workforce Advisor Board of Directors Clst.
Highest level of education	Some college
Race	White
Creed	Christian
Ethnicity	Latina
Color	Brown
Sex	Female
Sexual orientation	Heterosexual
Gender identity	female
National origin	Mexican
Age	47
Religion	Catholic
Disability	Yes

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



Signature

7/10/22

Date

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

WHEN COMPLETED MAIL ORIGINAL TO:

OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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

I have been an active member of Lulac - Ottumwa since it was established in 2018. I currently hold Lulac's Presidency. Also sit on the Board of Directors of Community 1st Credit Union, Board member of the YWCA and the Iowa Workforce Youth Committee. I have been volunteering in the Ottumwa Community since 2010 in several agencies, as an interpreter, assisting the Spanish speakers communicate. I ~~was~~ graduated from the Ottumwa Leadership Academy, class of 2022

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Police
Department

Lt. Mickey Hucks
Prepared By
Lt. Jason Beck
Department Head

M. H.

City Administrator Approval

AGENDA TITLE: Approve the appointment of Tammy Diephuis to the full-time position of Communication Specialist for the Ottumwa Police Department.

 ****Public hearing required if this box is checked.**** "The Public Hearing for each Public meeting must be approved by the City Manager. If the Public Hearing is not approved the item will not be placed on the agenda."

RECOMMENDATION: Approve the appointment of Tammy Diephuis to the full-time position of Communication Specialist for the Ottumwa Police Department effective Aug. 15, 2022.

DISCUSSION: The appointment of Tammy Diephuis will fill an opening caused by the resignation of Katie McConnell. Diephuis is on the current civil service list and this position is included in the 2022/2023 Police Department budget.

ITEM REMOVED – NO LEGISLATIVE ACTION OCCURRED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Police
Department

Lt. Mickey Hucks
Prepared By
[Signature]
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the appointment of Amy Napoleon to the full-time position of Communication Specialist for the Ottumwa Police Department.

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

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

RECOMMENDATION: Approve the appointment of Amy Napoleon to the full-time position of Communication Specialist for the Ottumwa Police Department effective Aug. 15, 2022.

DISCUSSION: The appointment of Amy Napoleon will fill an opening caused by the resignation of Shayleigh Dunham. Napoleon is currently working part-time at the Ottumwa recycling center. She was hired there Aug. 2021. Napoleon is on the current civil service list and this position is included in the 2022/2023 Police Department budget.

Source of Funds: 001-111-6010

Budgeted Item: Budget Amendment Needed: No

FILED

CITY OF OTTUMWA 2022 JUL 28 AM 10:45
Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

Administration

Department

City Administrator Approval

AGENDA TITLE: Approve the appointment of Jeff Clark to the position of Housing and Code Inspector in the Building & Code Enforcement Department.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Jeff Clark to the position of Housing and Code Inspector on or about August 14, 2022.

DISCUSSION: Appoint Jeff Clark to the position of Housing and Code Inspector. Starting pay for this position is \$18.56 per the collective bargaining agreement.

This appointment will backfill a promotion within the department.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Administration
Department

Philip Rath
Prepared By
Mayor Johnson
Department Head



City Administrator Approval

AGENDA TITLE: Mayoral appointment of Council Member, Marc Roe to serve as Mayor Pro Tem

Public hearing required if this box is checked.

RECOMMENDATION: Recognize the appointment of Marc Roe as Mayor Pro Tem

DISCUSSION: Under the Mayor-Council form of government the mayor may appoint a council member to serve as "Mayor Pro Tem." This individual performs the duties of the mayor in their absence.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

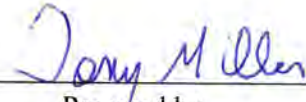
FILED

2022 JUL 28 PM 1:31

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of August 2, 2022

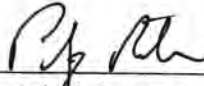


Prepared by

Tony Miller

Department Head

Fire Department



City Administrator Approval

AGENDA TITLE: Acceptance from the Iowa State Fire Marshal Office to purchase a Freddy the Fire Truck training robot.

RECOMMENDATION: To accept the grant award in the amount of \$11,088.00 from the Iowa State Fire Marshal's Office.

DISCUSSION: The Iowa State Fire Marshal's Office under the Local Fire Protection and Emergency Medical Services Grant Program has awarded the Ottumwa Fire Department a grant in the amount of \$11,088.00. The grant will allow the OFD to purchase a Freddie the Fire Truck to take to schools for fire prevention week, fire safety programs, etc. In the last three years, Deputy Chief Cory Bengel has written and received \$23,846.00 from this grant program. There is no match required from the City.



Source of Funds:

Budgeted Item: Budgeted Amendment Needed: No

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Lt. Mickey Hucks

Police
Department

Prepared By
W. J. [Signature]
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Consideration to continue Lexipol annual renewal Police Policy and Procedure Manual license

 ****Public hearing required if this box is checked.**** **The Township Publications for each month including multiple districts to be included Summary of the Board of Publications is not attached. See item 1.1.1 as a result of the process.**

RECOMMENDATION: To approve the annual license to Lexipol for the Police policy and procedure manual updates

DISCUSSION: The Ottumwa Police Department and Lexipol began the process to update the Policy and Procedure manual in 2019 after City Council approval of the project. Lexipol is a policy management software intended to reduce the risk of litigation with continuously updated policies that meet federal and state statutes, as well as case law. During the process the city of Ottumwa was granted assistance with the overall costs of the project from the Iowa Community Assurance Pool (ICAP) grant yearly. The last year ICAP assisted with the continuing cost of the program was FY 2022. The annual

Source of Funds: 001-1-110-6490

Budgeted Item: Budget Amendment Needed:

license allows the department to receive updates as they become available throughout the year and daily training bulletins. The updates to the policy and procedure manual are provided as case law and changes occur regarding how law enforcement agencies conduct day to day interactions with the public. It is essential to receive updates as they occur to ensure the department is in compliance with current federal and state laws and timely policy updates as laws and best practices change.



Invoice

POLICE1) CORRECTIONS1)
FIRE RESCUE1) EMS1) GOV1)

Date 6/2/2022
Invoice # INVLEX10521
Terms Net 30
Due Date 7/2/2022
PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX
75034-9085

Bill To

Ottumwa Police Department
330 W 2nd St
Ottumwa, IA 52501

End User

8045 Ottumwa Police Department

Contract Term

7/1/2022 to 6/30/2023

Item	Amount
Annual Law Enforcement Supplemental Manual(s)	1,350.00
Annual Law Enforcement Policy Manual & Daily Training Bulletins	13,976.00

Your invoice includes a 5 percent discount.

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
2 Tower Center Blvd
East Brunswick, NJ 08816
Payment Notice to

Invoice Total 15,326.00
Amount Due \$15,326.00

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Police
Department

Lt. Mickey Hucks

Prepared By

Lt. Jimmy Boep
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the purchase of (2) 2022 Ford Explorer 4dr 4x4 vehicles from Stiver's Ford of Waukee, IA in the amount of \$28,671.00 each for a total of \$57,342.00 to replace current fleet #414 and #417.

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

The Office of Professional Practice is available for use at the Office of the City Administrator. If you have any questions, please contact the City Administrator at 562-3111.

RECOMMENDATION: Approve the purchase (2) 2022 Ford Explorer 4dr 4x4 vehicles to replace current fleet #414 and #417.

DISCUSSION: The Police Department recommends replacing (2) 2022 Ford Explorer 4dr 4x4 vehicles as recommended by the Fleet committee on May 18, 2022. The vehicles will replace the (2) current police fleet vehicles #414 and #417.

Stiver's Ford in Waukee, IA was awarded the state contract for the Ford Explorer model. The new vehicles will be 4x4 with a V6 engine.

2022 Ford Explorer 4dr 4x4 @ \$28,671.00

Prepared for: , City of Ottumwa

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 255



Client Proposal

Prepared by:

Ron Reese

Office: 515-987-3697

Quote ID: 051322

Date: 05/13/2022



Prepared for:
City of Ottumwa
Prepared by: Ron Reese
05/13/2022



Stivers Ford | 1450 East Highway 6 Waukae Iowa | 502638310

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 255 | Quote ID: 051322

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$35,745.00
Options	\$545.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$37,785.00

Pre-Tax Adjustments

Code	Description	MSRP
DISCOUNT	GOV DISCOUNT	-\$9,114.00
Total		\$28,671.00

Customer Signature

Acceptance Date

Prepared for:
City of Ottumwa
Prepared by: Ron Reese
05/13/2022



Stivers Ford | 1450 East Highway 6 Waukeee Iowa | 502638310

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 255 | Quote ID: 051322

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (K8B)

Packages

Equipment Group 100A

Includes:

- Transmission: 10-Speed Automatic
- 3.58 Non-Limited-Slip Rear Axle Ratio
- GVWR: 6,160 lbs
- Tires: P255/65R18 AS BSW

Includes mini spare.

- Wheels: 18" 5-Spoke Silver-Painted Aluminum
- Cloth Captain's Chairs

Includes 3-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.

- Radio: AM/FM Stereo

Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot. Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub

Powertrain

Transmission: 10-Speed Automatic

3.58 Non-Limited-Slip Rear Axle Ratio

GVWR: 6,160 lbs

Wheels & Tires

Tires: P255/65R18 AS BSW

Includes mini spare.

Wheels: 18" 5-Spoke Silver-Painted Aluminum

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City of Ottumwa

Prepared by: Ron Reese

05/13/2022



Stivers Ford | 1450 East Highway 6 Waukae Iowa | 502638310

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 255 | Quote ID: 051322

As Configured Vehicle (cont'd)

Description

Cloth Captain's Chairs

Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.

Other Options

Monotone Paint Application

119.1" Wheelbase

Radio: AM/FM Stereo

Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.

Includes:

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only; FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford, (833-327-3673).

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Class IV Trailer Tow Package

Emissions

50 State Emissions System

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.

Interior Color

Sandstone w/Cloth Captain's Chairs

Fleet Options

Engine: 3.3L Ti-VCT V6 FFV (Fleet)

Requires valid FIN code. Deletes standard active grille shutters.

Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Ottumwa
Prepared by: Ron Reese
05/13/2022



Stivers Ford | 1450 East Highway 6 Waukeae Iowa | 502638310

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 255 | Quote ID: 051322

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Accessories

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

FILED

2022 JUL 28 PM 4:10

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Health & Inspections
Department

Kristen Mitchell
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Approve purchase of a 2022 F-150 Supercab in the amount of \$30,899.84 from Dewey Ford of Ankeny.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the purchase of one (1) 2022 F-150 Supercab.

DISCUSSION: On 11-30-21 the fleet committee voted to replace vehicle #10, a 2009 Chevy Colorado, from Building and Code Enforcement. Specs were approved on May 18, 2022 at the fleet meeting. In April we had a similar truck delivered by Dewey Ford that was ordered by the Streets department. On Wednesday July 27th, by accident a second truck was delivered to the Streets department by Dewey Ford. The Specs match the Building and Code enforcement truck that needed to be bid out. Due to supply chain demands we have asked Dewey Ford to allow us to purchase the extra truck.

1015

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

City Clerk _____
Department

Christina Reinhard
Prepared By
Christina Reinhard
Department Head

cjr

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 198-2022, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 198-2022.

DISCUSSION: According to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities, certain records need to be kept for five (5) years or for a designated retention period based on administrative, legal and fiscal values. The attached list of records are over the required retention period as adopted and are no longer deemed necessary to retain for permanent record.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 198-2022

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS
ACCORDING TO THE CODE OF IOWA, 2017, AS AMENDED

WHEREAS, the Code of Iowa, 2017, as amended, allows for the destruction of certain city records that are over five years in age;

WHEREAS, all financial documents have been audited and the following records are over five years in age and no longer deemed necessary to be retained, and have served their usefulness:

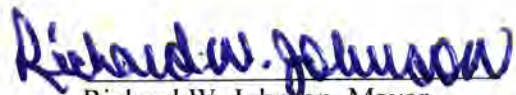
Regular bank statements and checks July 1, 2016 thru June 30, 2017;
Payroll bank statements and checks July 1, 2016 thru June 30, 2017;
Payroll input and time sheets for fiscal year 2016-2017;
Accounts payable invoices for fiscal year 2016-2017;
Accounts receivable receipts for fiscal years 2016-2017
Journal Vouchers for fiscal year 2016-2017;
Budget detail sheets for fiscal year 2014-2015;
City Clerk's Office receipts for fiscal year 2016-2017;
Affidavits of publication of council minutes, expenditures, notice to bidders, public hearing notices, budget estimates, budget amendments, annual financial reports for calendar year 2017;
City Clerk's copy of camping fee receipts, Building, Sign, Electrical, Heating and Plumbing permits, cigarette permits, dog licenses, and all other city license stubs and register for fiscal year 2016-2017;
Beer/liquor applications for establishments that have been out of business over five years;
Expired miscellaneous certificates of insurance over five years in age.

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

That the aforementioned documents be destroyed under the direction of the City Clerk and Finance Accountant, in accordance with state law and the Record Retention Manual for Iowa Cities as adopted by the City Council on January 16, 2007; and

PASSED, ADOPTED and APPROVED this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

FILED

2022 JUL 28 PM 1:33

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 209-2022: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON CONSIDERING A REAL ESTATE PURCHASE AGREEMENT WITH ELLIOTT OIL

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 209-2022

DISCUSSION: This resolution sets August 16, 2022 as the date of a public hearing to consider a real estate purchase agreement with Elliott Oil. The agreement would provide for purchase of right-of-way vacated by Ordinance 3205-2022 if adopted, vacating a portion of alley between W Second and W Third St to Elliott Oil for their fuel station project.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 209-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
CONSIDERING A REAL ESTATE PURCHASE AGREEMENT WITH
ELLIOTT OIL

WHEREAS, the City is considering the vacation of a portion of alley between West Second and West Third Streets; and

WHEREAS, Elliott Oil Company seeks to purchase the vacated property described legally as follows:

That portion of the platted 16.5 foot alley lying Southwesterly and adjoining Lot Five (5) and Lot Six (6) in Highland Park Addition to the City of Ottumwa AND Lot Five (5) and the Northwesterly Eight (8) feet of Lot Six (6) in Hinsey & Hedrick's Addition to the City of Ottumwa, being more particularly described as follows:

Beginning at the most Westerly corner of said Lot Five (5) in Highland Park Addition; thence Southeasterly along the Northeasterly line of said alley a distance of 203 feet to the Southeast corner of the Northwesterly Eight (8) feet of said Lot Six (6) in Hinsey & Hedrick's Addition; thence 16.5 feet along the Southwesterly extension of the Southeasterly line of said Northwesterly Eight (8) feet of Lot Six (6) to the Northeasterly line of Lot 14 in said Hinsey & Hedrick's Addition, said point lying on the Southwesterly line of said alley; thence Northwesterly 203 feet along the Southwesterly line of said alley to the Southwesterly extension of the Northwesterly line of said Lot 5 in Highland Park Addition; thence Northeasterly 16.5 feet along said extension to the Point of Beginning.

WHEREAS, the City proposes to sell the above-described property to Elliott Oil Company for \$1.00 and Elliott Oil Company's payment of all costs associated with the transaction, pursuant to the terms and conditions of a proposed Real Estate Purchase Agreement; and

WHEREAS, consistent with Iowa Code Section 364.7, it is appropriate to hold a public hearing regarding the Real Estate Purchase Agreement and the proposed conveyance of real property thereunder.

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 August 16, 2022, for the purpose of considering a Real Estate Purchase Agreement with Elliott Oil Company, including the sale of certain real property thereunder.

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 ON A REAL ESTATE PURCHASE AGREEMENT WITH ELLIOTT OIL

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing on Tuesday August 16, 2022 at the City Council meeting that begins at 5:30 P.M., at City Hall, located at 105 East Third Street in the City of Ottumwa, Iowa, on a Real Estate Purchase Agreement with Elliott Oil Company, pursuant to which the City would propose to sell certain real property to Elliott Oil Company for \$1.00 and Elliott Oil Company's payment of all costs associated with the transaction. The purchase agreement concerns the real property legally described as follows:

That portion of the platted 16.5 foot alley lying Southwesterly and adjoining Lot Five (5) and Lot Six (6) in Highland Park Addition to the City of Ottumwa AND Lot Five (5) and the Northwesterly Eight (8) feet of Lot Six (6) in Hinsey & Hedrick's Addition to the City of Ottumwa, being more particularly described as follows:

Beginning at the most Westerly corner of said Lot Five (5) in Highland Park Addition; thence Southeasterly along the Northeasterly line of said alley a distance of 203 feet to the Southeast corner of the Northwesterly Eight (8) feet of said Lot Six (6) in Hinsey & Hedrick's Addition; thence 16.5 feet along the Southwesterly extension of the Southeasterly line of said Northwesterly Eight (8) feet of Lot Six (6) to the Northeasterly line of Lot 14 in said Hinsey & Hedrick's Addition, said point lying on the Southwesterly line of said alley; thence Northwesterly 203 feet along the Southwesterly line of said alley to the Southwesterly extension of the Northwesterly line of said Lot 5 in Highland Park Addition; thence Northeasterly 16.5 feet along said extension to the Point of Beginning.

All persons interested in the Purchase Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed conveyance of real property. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday August 16, 2022.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

Dated this _____ day of _____, 2022.

City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this August 2, 2022.

Richard W. Johnson
Mayor

ATTEST:

Christa Bernhard
City Clerk

Item No. D.-1.

08/02/22

Main Street Ottumwa – SSMID Report





Fred Zesiger | *Executive Director*

1

Downtown Ottumwa SSMID Background

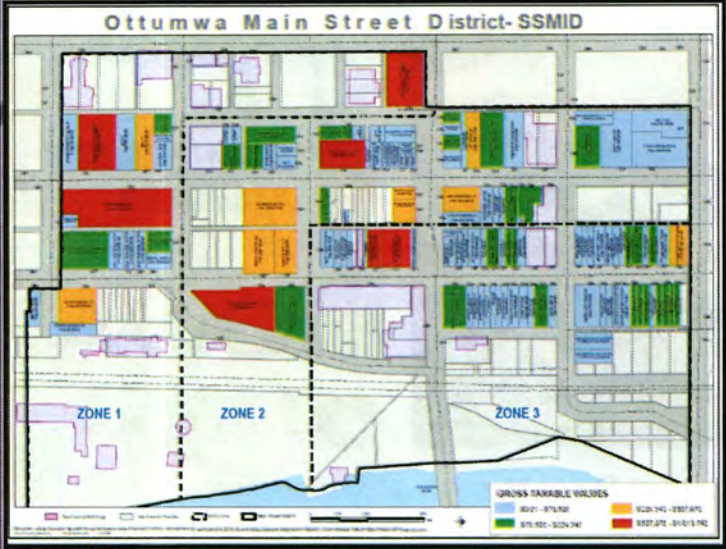
Mission: The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships

- SSMID - Self Supporting Municipal Improvement District
- Established in 2019
- Must be voted upon and approved by at least 25% of all owners & 25% of the assessed value of district properties
- Was approved by 37% of owners & 62% of assessed valuation
- SSMID has a 10-person board comprised of 8 property owners from the SMIDD District, 1 at-large and 1 City rep.
- SSMID Strategic Priorities:
 - Support downtown businesses
 - Create a vibrant & active downtown-through maintenance and beautification
 - MSO organization support system




2

The Main Street Ottumwa District



- SSMID District has the same boundary as the MSO District
- Divided into 3 zones
 - Zone 1 - \$1 per \$1,000 assessed value
 - Zone 2 - \$2 per \$1,000 assessed value
 - Zone 3 - \$3 per \$1,000 assessed value




3

SSMID Budget

Program	Percent of Total Budget	Total per year
Administration	20%	\$5,000
Beautification Projects	30%	\$7,800
Economic Vitality	20%	\$5,200
Maintenance	25%	\$6,500
Reserve	5%	\$1,500

4

SSMID Impact—GEM Vehicle for Maintenance



- Purchased locally from RJ Performance
- Funded by
 - SSMID - \$3,000
 - Ottumwa Legacy Foundation - \$15,000
 - RJ Performance for rear bumper and hitch - \$1,000

5

5

SSMID Impact – Beautification Efforts



- Purchased 11 pet waste stations
 - \$650 from SSMID
- 8 ashtrays for light poles and standing units
 - \$1,200 from SSMID

6

6

Enclosed Dumpster Areas

- SSMID board would like to construct enclosed dumpster areas:
 - Commercial Street Lot
 - Green Street Lot
 - Third Street Lot
- Why 3rd street lot was first choice
 - Some businesses along Market Street have no location for dumpster
 - Clean up privately owned alley that could have potential public access
 - Good test site for future enclosures

7

What's next




- MSO Committees will be presenting to SSMID Board in September for potential funding opportunities to align with their strategic goals
- Will present budget for next year to City Council in October



8

Main Street Ottumwa

Fred Zesiger
director@mainstreetottumwa.com
641.814.5225



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



FILED

2022 JUL 28 PM 1:31

CITY OF OTTUMWA

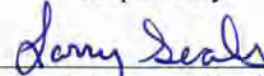
Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

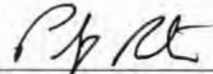
Larry Seals

Prepared By



Department Head

Department


City Administrator Approval

AGENDA TITLE: Approving the written quote for the fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc.

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

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

RECOMMENDATION: Approve the written quote for the fabrication of a dumpster enclosure from Schaus-Vorhies Mfg., Inc. in the amount of \$13,150 US.

DISCUSSION: On July 6, 2021 the City council adopted ordinance 3184-2021 outlining the process for permitting privately owned dumpsters on public property. Working with Main Street and local business owners, staff developed shop drawings for creating a standard dumpster enclosure. The River Hills Parking lot enclosure was used as a model and is part of the overall goal of improving the appearance of parking lots and alleys in the downtown business districts.

After reviewing the public parking lots with the SSMID Committee, the recommendation for the first of a series of enclosures will be installed in the 3rd Street Parking lot. The SSMID Committee has been communicating and coordinating with adjacent business owners for use. Installation is being evaluated and will be determined by contractor availability.

The attached quote is for fabrication and power coating of the panels, post and doors, including necessary fabricated hardware. The quoted price was reviewed by the SSMID Design Committee and recommended for council approval. We confirmed with the supplier that the quoted price is still valid.

We received two quotes with only one complete responsive bid.

This project will be funded from the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID) fund balance.

Source of Funds: SSMID fund balance

Budgeted Item: yes

Budget Amendment Needed: no

Schaus-Vorhies Mfg., Inc. Fairfield, Iowa \$13,150.00
Fund Balance 5-26-22 \$29,358.40

Source of Funds: SSMID fund balance

Budgeted Item: yes

Budget Amendment Needed: no

Schaus-Vorhies Mfg. Inc.

1000 W. Stone Ave
Fairfield, IA 52556

Quote

Date	Quote #
4/25/2022	1223

Name / Address
City of Ottumwa 105 E. Third St. Ottumwa, IA 52501

Rep	Project
CD	

Description	Qty	U/M	Total
Components for Enclosure, Quantities per customer drawings			10,600.00
Material and Labor (Burn out parts, Drilling, Machining & Welding)			
Black Powdercoating			2,550.00
Total			\$13,150.00

Phone #
641-472-8507

FILED

2022 JUL 28 PM 1:33

CITY OF OTTUMWA
Staff Purchase Request

Council Meeting of: August 2, 2022

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Larry Seals *Larry Seals*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Air conditioner replacement

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

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

RECOMMENDATION:

Approve the replacement of a 5 ton condenser and coil which includes condenser pad, filter driers, line set flush, pvc drain material, high and low voltage with a 10 year parts and compressor warranty. This unit is for the Lab Receiving area, hallway, and one office.

DISCUSSION: This is to replace a worn out existing 5 ton unit that has failed.

WPCF budgeted \$68,500 in 610-8-815-6507 and will be taken out of the line item. With and expense of \$5200.00 there would be a balance of \$63,300.00.

Woody's
 918 Hayne Street
 Ottumwa IA 52501
 641-682-3407 Ext 1

ESTIMATE

Date	Estimate#
06/22/2022	

Name/Address
Water Pollution Control
2222 Emma
Ottumwa IA 52501
burnst@ottumwa.us

Description	QYT	Rate	Total
Main Lab AC- Install new 5 ton condenser and coil - includes condenser pad, filter driers, lineset flush, pvc drain material, high and low voltage	1	\$5,200.00	\$5,200.00
10 yr parts and compressor warranty			
*Call 641-799-6737 for questions **Price good for 30 days			
		SUBTOTAL	\$5,200.00
		SALES TAX 7%	\$0.00
		TOTAL	\$5,200.00

Proposal
Hindman / Person
Heating & Air Conditioning
 637 West 2nd Street
 Ottumwa, IA 52501
 (641) 682-3922

Proposal Submitted To:
WATER CONTROL POLLUTION CENTER
ATTN: TYLER
E-MAIL: burnst@ottumwa.us
 Street
2222 EMMA ST.
 City, State and Zip
OTTUMWA, IA 52501
 Architect

Phone
 777-5751

Date
 6/23/22

Job Name

Job Location

Date of Plans

Job Phone

We hereby submit specifications and estimates for

ALL MATERIALS & LABOR TO REPLACE EXISTING 5 TON AIR CONDITIONING SYSTEM.
TOTAL PRICE.....\$ 5,850.00

THANK YOU FOR YOUR CONSIDERATION.....DALE

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
 Signature _____

Note: this proposal may be withdrawn from us if not accepted
 with in 30 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____



Estimate

Date: 07/15/2022

Billing Information:

Ottumwa Water Facilities
Plant
Attn: Tyler Burns
2222 Emma Street
Ottumwa IA 52501
burnst@ottumwa.us

Project Location:
2222 Emma Street

Ottumwa, IA 52501

HVAC Estimate

A+ Services will provide all labor and materials for the following:

- Remove existing central air conditioning system.
- Existing furnace will remain in place

OPTION 1:

- York Model #YCD60B22S; 13 SEER

TOTAL: \$5,720.00 + tax

OPTION 2:

- York Model #YCG60R21S; 15 SEER

TOTAL: \$7,424.00 + tax

****NOTE: All equipment includes manufacturers warranties****

Payment Terms: A 50% deposit is required with the balance due upon completion.

Thank you for the opportunity to present this estimate to you. If you have any questions or concerns, please reach out to us at (641)208-6466. We look forward to providing you quality products, craftsmanship, and service every step of the way!

***The material prices on this bid will expire in 10 days.** The prices and specifications contained here are satisfactory and acceptable. A+ Services is authorized to complete this contract and payment in full will be made upon completion. Work stoppage caused by the customer or other contractors will result in partial payment due; to be determined by A+ Services. Lien rights may be exercised if payment is not completed appropriately.*

Presented By: _____

Date: _____

Accepted By: _____

Date: _____

FILED

2022 JUL 23 PM 7:23

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Police
Department

Lt. Mickey Hucks

Prepared By

[Signature]
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Public hearing to accept written or oral comments from the public on the spending plans for the 2022 Justice Assistance Grant (JAG) Program.



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



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

RECOMMENDATION: Accept written or oral comments, then close the public hearing.

DISCUSSION:

The public hearing is a step in the process of accepting funds from the 2022 Justice Assistance Grant (JAG) Program. The JAG Grant does not require a local match. The Department's proposed use of the funds is for the purchase of the APEX Officer Pro Training Simulator X2 System. Federal requirements state the funds can only be used to supplement the Department's budget, not supplant it.

The amount of funds we receive from the JAG Grant is based on the number of violent crimes we report to the Federal government. As in

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

previous years, the Wapello County Sheriff's Department is considered a disparate agency within the JAG Program. They are considered a disparate agency because they do not qualify for a direct award; yet the county is responsible for providing criminal justice services such as incarceration for the municipality.

Because the Sheriff's Department is considered a disparate agency, the Bureau of Justice Assistance requires that we discuss with the Sheriff the sharing of our JAG Grant funds. After reviewing the grant with Sheriff Phillips, it was agreed that the County would receive 15% of the grant funds (\$3,597.00), the Police Department would receive 85% (\$20,383.00), and the Police Department would administer the grant.

Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on August 2, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on proposed spending plans for the 2022 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30 pm on August 2, 2022. All persons interested in the proposed spending plans are invited to be present at the above time, place and date to present their arguments for or against.

FOR THE CITY OF OTTUMWA:

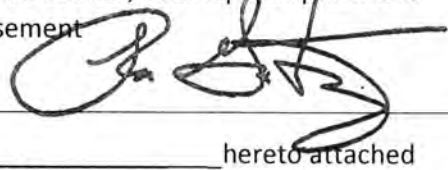
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

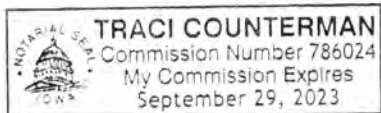
Notice of Public Hearing August 2
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 7/14/22

Subscribed and sworn to before me, and in my presence, by the said 14th day of July, 2022



Notary Public

In and for Wapello County

Printer's fee \$10.05

COPY OF ADVERTISEMENT

Notice of Public Hearing
Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on August 2, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on proposed spending plans for the 2022 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30 pm on August 2, 2022. All persons interested in the proposed spending plans are invited to be present at the above time, place and date to present their arguments for or against.
FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

PH - Approve 2022 JAG
Spending Plans

**Ottumwa Police Department
Ottumwa, Iowa
2022 Justice Assistance Grant Local Program
BJA FY 22 JAG LOCAL
Application Case ID: A-459671
Grant Package Application Number: 13674653**

Program Narrative – Attachment

The Wapello County (Iowa) Sheriff's Department is considered a disparate agency by the Bureau of Justice Assistance. Therefore, the City of Ottumwa negotiated with the Sheriff's Department a mutually agreeable settlement to share funding received from the Justice Assistance Grant Program. The settlement provides for the following: the Wapello County Sheriff's Department would receive approximately 15% of the grant funds (\$3,597.00), the Ottumwa Police Department would receive approximately 85% (\$20,383.00), and the Ottumwa Police Department would administer the grant. This is the same settlement both entities have always agreed to when sharing funds from the former Local Law Enforcement Block Grant Program and past Justice Assistance Grants.

The Ottumwa Police Department and the Wapello County Sheriff's Department's strategy for the FY 2022 JAG funds is to identify and prioritize needed equipment; identify and select vendors; and then purchase the equipment.

The Ottumwa Police Department will act as the applicant, fiscal agent, and will gather the information needed to complete all required reports, including performance measures.

The Wapello County Sheriff's Department will be using its funds under the purpose area of "Law Enforcement Programs". The Sheriff's Department will use funds to purchase equipment for law enforcement use, to include:

(One) Camera, Mount, antenna and misc. equipment (\$3,597.00) – The Sheriff's Department would like to purchase (One) Camera, Mount, antenna and misc. equipment for the purpose of surveillance of criminal activity passing through a specific location in Wapello County. The ability for the department to observe vehicle traffic in specific areas of the county as well as roadway conditions. In the event of a traffic accident, the camera will be able to provide emergency services with situational awareness prior to arrival and provide for the appropriate emergency response. The camera offers cost-effective high performance for versatile surveillance. The camera will allow for nighttime or low-light observations as well. The department will utilize the camera for purposes of observing severe weather approaching. The information will be shared on social media and local broadcast for additional safety of the citizens in Wapello County. In addition, the department will utilize the camera to detect and deter criminal activity. The ability to observe video saved and live-streamed are essential investigative tools for law enforcement.

The Ottumwa Police Department will also be using its funds under the purpose area of "Law Enforcement Programs". The Police Department will use funds to purchase equipment for law enforcement use to include:

Apex Officer Pro Training Simulator X2 System (\$20,383.00)– The Police Department would like to purchase the Apex Officer system as it is the leading provider of virtual

reality training technology and law enforcement training simulations, and their VR training platform is helping police departments train their officers. Apex Officer is a portable training simulator that allows police departments to train and prepare their officers anywhere. It provides realistic, high-quality simulations of the situations officers encounter in the field. The simulators provide a realistic environment in which officers can practice de-escalation techniques, use of force, and other potentially dangerous scenarios. Apex Officer's VR training process is highly regarded as one of the best police and law enforcement training simulators in the industry.

The system includes the following for 2 officers training at the same time: Apex Officer content library, VR-workstation, virtual reality head mounted display, training simulator accessories (pistol, Taser, rifle, Universal device), wireless connectivity for freedom of movement, analytics, after action debriefing, reporting and monitoring.

STEP ONE: CASE LAW

Every Apex Officer training simulation starts with background information and case law. Our simulations provide the police officer with a plethora of background knowledge including the legal definition, what the precedent is, why it is important and much more.

STEP TWO: TRAINING SIMULATION

Following the intro and case law, every officer using the Apex Officer training platform is placed into a randomized training scenario that depict a variety of situations. Officers will demonstrate knowledge of the training material and new skills.

STEP THREE: SCENARIO DE-BRIEFING AND REVIEW

After every Apex Officer training simulation, each officer goes through a debriefing session with an instructor or subject matter expert. In the debriefing, the officer articulates his decision making process and reflects on his/her decision and the areas that they can improve upon. This dynamic training equipment will allow our instructors/trainers the ability to create over 1,994,727 scenarios that range from no force to deadly force scenarios/exercises. It provides officers the ability to choose other less-lethal options such as the Taser, baton, and OC spray. The scenarios/modules can cover all aspects of law enforcement related calls for service, including but not limited to; vehicle stops, domestic disputes, hostage situations, mental health crises, and active shooter situations. The funds will assist the department in obtaining the training simulator for our officer training program.

Ottumwa Police Department
Ottumwa, Iowa
2022 Justice Assistance Grant Local Program
BJA FY 22 JAG LOCAL
Application Case ID: A-459671
Grant Package Application Number: 13674653

Proposed Spending Plan of Grant Funds

1 - <i>Camera, Mount, antenna and misc. equipment</i>	(County)	- 3,597.00
1 - <i>Apex Officer Pro Training Simulator X2 System</i>	(City)	-20,383.00
<hr/>		
Total Expenditures	-	\$23,980.00

<p><u>Ottumwa Police Department</u> 85%</p> <p>Federal Funds: \$23,980.00 <u>x (approx.) .85</u> Total Amount: \$20,383.00</p>	<p><u>Wapello County Sheriff's Department</u> 15%</p> <p>Federal Funds: \$23,980.00 <u>x (approx..) .15</u> Total Amount: \$ 3,597.00</p>
--	---

Budget Sheet Instructions

Budget Detail Worksheet

OMB Approval NO.: 1121-0329

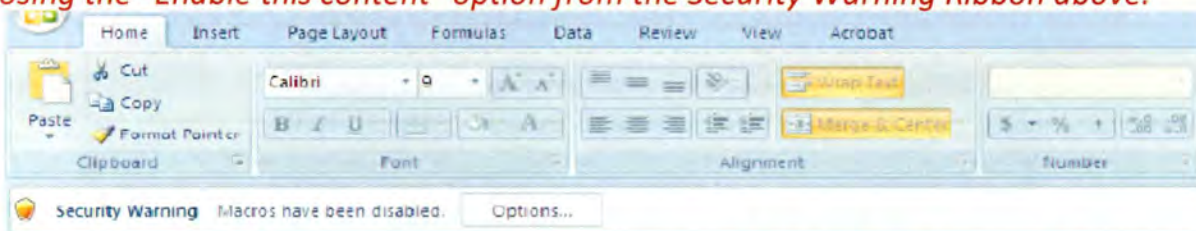
Expires 11/30/2020

For a 508 compliant, accessible version of the Budget Detail Worksheet, use the following link:

<https://oip.gov/funding/Apply/Forms/BudgetDetailWorksheet/BDW508.pdf>

Worksheet Instructions

Note: This document requires macros be enabled to work properly. Please ensure that macros are enabled before entering any data. You may be able to enable macros by choosing the "Enable this content" option from the Security Warning Ribbon above.



If the ribbon is not visible you may have been prompted to enable macros when you opened the document as pictured here. If you elected to disable macros,

Budget Sheet Instructions



please close the document and reopen it with macros enabled.

Purpose:

The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

How to use this Workbook:

The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next worksheet includes the budget detail worksheet and narrative for year 1. There are duplicates of this worksheet for years 2-5 that can be completed as necessary. The last worksheet is a Budget Summary. It compiles all of the relevant budget information into a single location and should be reviewed for correctness before the workbook is uploaded to the GMS application.

Step by Step Usage:

1. Please read and print this instruction page. It can be used as a reference while completing the rest of the document.
2. For each budget category, you can see a sample by viewing the 'Budget Detail Example Sheet'.
3. The 'Definitions' tab explains terms used in the instructions for the various budget categories.
4. **Record Retention:** In accordance with the requirements set forth in 2 CFR Part 200.333, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
5. The information disclosed in this form is subject to the Freedom of Information Act under U.S.C. 55.2.

Budget Point of Contact Information:

Contact Name:	Last:		First:		Middle:	
Contact Phone:		Contact Fax:		Contact Email:		

Budget Sheet Instructions

Worksheet Index:	
Tab	
Budget Detail - Year 1	
Budget Detail - Year 2	
Budget Detail - Year 3	
Budget Detail - Year 4	
Budget Detail - Year 5	
Budget Summary	
Example - Budget Detail Sheet	
Definitions	
Budget Category Descriptions:	
<i>Personnel</i>	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the budget narrative, include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Fringe Benefits</i>	Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Travel</i>	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.
<i>Equipment</i>	List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Budget Sheet Instructions

<i>Supplies</i>	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Construction</i>	Provide a description of the construction project and an estimate of the costs. Minor repairs or renovations may be allowable and should be classified in the "Other" category. OJP does not currently fund construction programs. Consult with the program office before budgeting funds in this category. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Subawards (Subgrants), Procurement Contracts, & Consultant Fees</i>	<p>Subawards (see "Subaward" definition at 2 CFR 200.92): Provide a description of the Federal award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category G. Subawards (Subgrants)/Procurement Contracts by including the label "(subaward)" with each subaward entry.</p> <p>Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$150,000).</p> <p>Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the DOJ grant-making component's maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<i>Other Costs</i>	List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Budget Sheet Instructions

<i>Indirect Costs</i>	<p>Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) Narrative for any indirect costs should clearly state which direct costs the indirect cost agreement is being applied to. All requested information must be included in the budget detail worksheet and budget narrative.</p> <p>In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.</p>
-----------------------	---

Purpose Area #4

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
 (DOJ Financial Guide, Section 3.10)

A. Personnel

Name <small>List each name, if known.</small>	Position <small>List each position, if known.</small>	Computation <small>Show annual salary rate & amount of time devoted to the project for each name/position.</small>						
		<i>Salary</i>	<i>Rate</i>	<i>Time Worked</i> <small>(# of hours, days, months, years)</small>	<i>Percentage of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
						\$0		\$0
<i>Total(s)</i>						\$0	\$0	\$0

Narrative

Purpose Area #4

B. Fringe Benefits						
Name <i>List each grant-supported position receiving fringe benefits.</i>		Computation <i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people travelling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment						
Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
APEX Officer Pro Training Simulator X2		1	\$20,383.00	\$20,383		\$20,383
Total(s)				\$20,383	\$0	\$20,383
Narrative						
<p>Apex Officer is the leading provider of virtual reality training technology and law enforcement training simulations, and their VR training platform is helping police departments train their officers. Apex Officer is a portable training simulator that allows police departments to train and prepare their officers anywhere. It provides realistic, high-quality simulations of the situations officers encounter in the field. The simulators provide a realistic environment in which officers can practice de-escalation techniques, use of force, and other potentially dangerous scenarios. Apex Officer's VR training process is highly regarded as one of the best police and law enforcement training simulators in the industry. The system includes the following for 2 officers training at the same time: Apex Officer content library, VR-workstation, virtual reality head mounted display, training simulator accessories (pistol, Taser, rifle, Universal device), wireless connectivity for freedom of movement, analytics, after action debriefing, reporting and monitoring.</p>						

Purpose Area #4

E. Supplies						
Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i>		Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)							
Description <i>Provide a description of the activities to be carried out by subrecipients.</i>		Purpose <i>Describe the purpose of the subaward (subgrant)</i>		Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
				Total Cost	Non-Federal Contribution	Federal Request	
Outdoor rated camera system, mount, antenna and misc. equipment		Wapello County Sheriff's department is a disparate agency. Per agreement, it will receive \$3597.00 to purchase law enforcement equipment.		No	\$3,597	\$3,597	
				Total(s)	\$3,597	\$0	\$3,597
Consultant Travel (if necessary)							
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people travelling.</i>			
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
				Total	\$0	\$0	\$0
Narrative							

Purpose Area #4

H. Procurement Contracts								
Description		Purpose	Consultant?					
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
				Total Cost	Non-Federal Contribution	Federal Request		
						\$0		
Total(s)				\$0	\$0	\$0		
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								

Purpose Area #4

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4

Purpose Area #4

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
<i>Total(s)</i>			\$0	\$0	\$0
Narrative					

Purpose Area #4

Budget Summary

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$20,383	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,383
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$3,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,597
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$23,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,980
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$23,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,980
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

FILED
2022 JUL 29 PM 1:00

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Police
Department

Lt. Mickey Hucks

Prepared By

H. Jason Beep
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Consider accepting the 2022 Justice Assistance Grant (JAG) from the Bureau of Justice Assistance in the amount of \$23,980.00

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

The final 30 Publication for each Public Hearing must be attached to the Staff Summary. If the Point of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: To approve the submission of the grant over the Internet and authorize the Mayor, City Administrator, and Chief of Police to sign any related documents as may be required.

DISCUSSION: The 2022 Justice Assistance Grant (JAG) does not require a local match. The Department's proposed use of the funds is for the purchase of the APEX Officer Pro Training Simulator X2 System. Federal requirements state the funds can only be used to supplement the Department's budget, not supplant it.

The amount of funds we receive from the JAG Grant is based on the number of violent crimes we report to the Federal government. As in

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

previous years, the Wapello County Sheriff's Department is considered a disparate agency within the JAG Program. They are considered a disparate agency because they do not qualify for a direct award; yet the county is responsible for providing criminal justice services such as incarceration for the municipality.

Because the Sheriff's Department is considered a disparate agency, the Bureau of Justice Assistance requires that we discuss with the Sheriff the sharing of our JAG Grant funds. After reviewing the grant with Sheriff Phillips, it was agreed that the County would receive 15% of the grant funds (\$3,597.00), the Police Department would receive 85% (\$20,383.00), and the Police Department would administer the grant.

Staff recommends approving the submission of the grant over the Internet and authorizing the Mayor, City Administrator, and Chief of Police to sign any related documents as may be required.

**Ottumwa Police Department
Ottumwa, Iowa
2022 Justice Assistance Grant Local Program
BJA FY 22 JAG LOCAL
Application Case ID: A-459671
Grant Package Application Number: 13674653**

Program Narrative – Attachment

The Wapello County (Iowa) Sheriff's Department is considered a disparate agency by the Bureau of Justice Assistance. Therefore, the City of Ottumwa negotiated with the Sheriff's Department a mutually agreeable settlement to share funding received from the Justice Assistance Grant Program. The settlement provides for the following: the Wapello County Sheriff's Department would receive approximately 15% of the grant funds (\$3,597.00), the Ottumwa Police Department would receive approximately 85% (\$20,383.00), and the Ottumwa Police Department would administer the grant. This is the same settlement both entities have always agreed to when sharing funds from the former Local Law Enforcement Block Grant Program and past Justice Assistance Grants.

The Ottumwa Police Department and the Wapello County Sheriff's Department's strategy for the FY 2022 JAG funds is to identify and prioritize needed equipment; identify and select vendors; and then purchase the equipment.

The Ottumwa Police Department will act as the applicant, fiscal agent, and will gather the information needed to complete all required reports, including performance measures.

The Wapello County Sheriff's Department will be using its funds under the purpose area of "Law Enforcement Programs". The Sheriff's Department will use funds to purchase equipment for law enforcement use, to include:

(One) Camera, Mount, antenna and misc. equipment (\$3,597.00) – The Sheriff's Department would like to purchase (One) Camera, Mount, antenna and misc. equipment for the purpose of surveillance of criminal activity passing through a specific location in Wapello County. The ability for the department to observe vehicle traffic in specific areas of the county as well as roadway conditions. In the event of a traffic accident, the camera will be able to provide emergency services with situational awareness prior to arrival and provide for the appropriate emergency response. The camera offers cost-effective high performance for versatile surveillance. The camera will allow for nighttime or low-light observations as well. The department will utilize the camera for purposes of observing severe weather approaching. The information will be shared on social media and local broadcast for additional safety of the citizens in Wapello County. In addition, the department will utilize the camera to detect and deter criminal activity. The ability to observe video saved and live-streamed are essential investigative tools for law enforcement.

The Ottumwa Police Department will also be using its funds under the purpose area of "Law Enforcement Programs". The Police Department will use funds to purchase equipment for law enforcement use to include:

Apex Officer Pro Training Simulator X2 System (\$20,383.00)– The Police Department would like to purchase the Apex Officer system as it is the leading provider of virtual

reality training technology and law enforcement training simulations, and their VR training platform is helping police departments train their officers. Apex Officer is a portable training simulator that allows police departments to train and prepare their officers anywhere. It provides realistic, high-quality simulations of the situations officers encounter in the field. The simulators provide a realistic environment in which officers can practice de-escalation techniques, use of force, and other potentially dangerous scenarios. Apex Officer's VR training process is highly regarded as one of the best police and law enforcement training simulators in the industry.

The system includes the following for 2 officers training at the same time: Apex Officer content library, VR-workstation, virtual reality head mounted display, training simulator accessories (pistol, Taser, rifle, Universal device), wireless connectivity for freedom of movement, analytics, after action debriefing, reporting and monitoring.

STEP ONE: CASE LAW

Every Apex Officer training simulation starts with background information and case law. Our simulations provide the police officer with a plethora of background knowledge including the legal definition, what the precedent is, why it is important and much more.

STEP TWO: TRAINING SIMULATION

Following the intro and case law, every officer using the Apex Officer training platform is placed into a randomized training scenario that depict a variety of situations. Officers will demonstrate knowledge of the training material and new skills.

STEP THREE: SCENARIO DE-BRIEFING AND REVIEW

After every Apex Officer training simulation, each officer goes through a debriefing session with an instructor or subject matter expert. In the debriefing, the officer articulates his decision making process and reflects on his/her decision and the areas that they can improve upon. This dynamic training equipment will allow our instructors/trainers the ability to create over 1,994,727 scenarios that range from no force to deadly force scenarios/exercises. It provides officers the ability to choose other less-lethal options such as the Taser, baton, and OC spray. The scenarios/modules can cover all aspects of law enforcement related calls for service, including but not limited to; vehicle stops, domestic disputes, hostage situations, mental health crises, and active shooter situations. The funds will assist the department in obtaining the training simulator for our officer training program.

Ottumwa Police Department
Ottumwa, Iowa
2022 Justice Assistance Grant Local Program
BJA FY 22 JAG LOCAL
Application Case ID: A-459671
Grant Package Application Number: 13674653

Proposed Spending Plan of Grant Funds

<i>1 - Camera, Mount, antenna and misc. equipment</i>	(County)	- 3,597.00
<i>1 - Apex Officer Pro Training Simulator X2 System</i>	(City)	-20,383.00
<hr/>		
Total Expenditures	-	\$23,980.00

<u>Ottumwa Police Department</u> 85%	<u>Wapello County Sheriff's Department</u> 15%
Federal Funds: \$23,980.00	Federal Funds: \$23,980.00
<u>x (approx.)</u> <u>.85</u>	<u>x (approx..)</u> <u>.15</u>
Total Amount: \$20,383.00	Total Amount: \$ 3,597.00

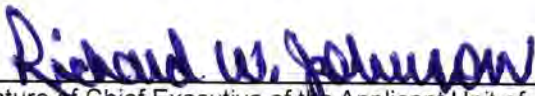
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of Local Government

Richard W. Johnson

Printed Name of Chief Executive

City of Ottumwa

Name of Applicant Unit of Local Government

August 2, 2022

Date of Certification

Mayor

Title of Chief Executive

FILED

2022 JUL 28 PM 1:34

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Larry Seals

Prepared By

Larry Seals

Department Head

Engineering
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #204-2022. Approving the Plans, Specifications, Form of Contract and Estimated Cost for WPCF – Operations Reroofing 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 #204-2022.

DISCUSSION: This project involves removing the existing roofing membrane system and designated mechanical equipment. New recovery board will be installed over existing insulation by mechanically fastening and installing 2-ply fire resistant SBS modified bitumen roofing system with a granule surfaced cap sheet. Approximately 4,000 SF. Roofing system will be eligible for a 20 year no-dollar-limit water tightness warranty. The existing roof was installed in 2005.

Bids will be received and opened by the City of Ottumwa on August 24, 2022. The bid report and bid award recommendation will be presented at the City Council meeting on September 06, 2022. Construction on this project is expected to commence on or about October 15, 2022 and shall be substantially complete on or before November 15, 2022.

Engineer's Opinion of Cost: \$175,000.00

Funding: WPCF Fund Balance

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #204-2022

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR WPCF – OPERATIONS REROOFING PROJECT

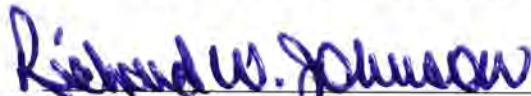
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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


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

APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

7/28/22

Legal Notices

any interested person may appear and file objections there-to or to the cost of the improve-ments. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the esti-mate of cost for the project.

The work to be done is as fol-lows: Furnish all labor, materials and equipment to construct the following:

Remove existing roofing mem-brane system and designated mechanical equipment.

Install recovery board by mechanically fastening and install 2-ply granule surface fire resistant SBS modified bitumen roofing system.

All work and materials are to be in strict compliance with the Plans and Specifications pre-pared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part here-of as though fully set out and

Legal Notices

incorporated herein.
CITY OF OTTUMWA, IOWA
By: Richard W. Johnson, Mayor
ATTEST: Christina Reinhard,
City Clerk

SECTION 00010
NOTICE OF PUBLIC HEARING
The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Water Pollution Control Facilities, Operations Roof Replacement, Ottumwa, Iowa" at 5:30 o'clock p.m. on August 2, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Fire
Department

Tony Miller
Prepared By
Tony Miller JM
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Ordinance No. 3204-2022, an Ordinance Amending the City of Ottumwa's Fire Protection and Prevention Code by Amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code

Public hearing required if this box is checked.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3204-2022.

DISCUSSION: This ordinance will adopt the current International Fire Code that is approved periodically by the State of Iowa. The city's adoption of this code will allow the city to issue citations and set fines that will be collected by the city. Without this adoptions, any citations issued in fines payable only to the State of Iowa. In addition, this Code is the minimum Code required by the State. The City Council will be able to review and amend the Code by resolution to prove more restrictive amendments, modification and additions to the Code. By taking this out of the ordinance, the City Council will be able to review the Code and make these changes easier, including the setting of fines within the minimum and maximum provided.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

The last time this was taken to Council to update the 2015 International Fire Code was June 21, 2016.

Proposed amendments and changes to the 2021 International Fire Code, included are changes from the 2015 to the 2021. ISO requires a department not be more than two code cycles out from current, code cycles are three years each.

Section 307.3 Delete the section and replace with: Extinguishment authority. The fire code official, a member of the Ottumwa Fire Department, member of the Ottumwa Police Department or City of Ottumwa Building and Code Enforcement official is authorized to order the extinguishment by the responsible person or the fire department, of any burning that creates or adds to a hazardous or objectionable situation, or open burning that is objectionable because of smoke or odor emissions, or a required permit for open burning has not been obtained, or conditions of permit are not being followed.

This section is amended to allow a member of those listed to have the authority to extinguish a fire that they deem meets the criteria of the code.

Delete section 307.4.2 and replace with 307.4.2 Recreational Fires - No permit shall be required for recreational fires. Recreational fires shall be limited to manufactured fire pit appliances, above or below ground fire pits protected by metal, stone, or concrete. Recreational fires shall be located at least 15 feet from any structure or combustible material. Recreational fires shall be limited to 3 feet or less in diameter and 2 feet or less in height. Burning material shall be limited to clean dry wood or commercial fireplace logs. Recreational fires shall be limited to between the hours of 11:00 am and 11:00 pm.

This section puts a time limit on when a recreational fire may be burning. The fire department responds to many fires late at night when the air changes and doesn't allow the smoke to rise creating a nuisance.

Add section 307.4.4 Leaves - Leaves are defined as leaves and twigs smaller than one inch in diameter and two feet in length. Open burning of leaves shall be permitted on Wednesdays and Saturdays between 10:00 a.m. and 9:00 p.m., April 1 through April 30 and November 1 through November 30. A permit is not required for burning of leaves.

Leaf fires create objectionable smoke due to people tend to try and burn a pile to large or when they are too wet which creates a smoldering fire which create a large amount of smoke due to incomplete combustion.

Add section 307.4.5 Outdoor wood fired boilers - Outdoor wood fired boilers are defined as a variant of the classic wood stove adapted for set-up outdoors while still transferring the heat to interior buildings. These appliances shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.
2. Must not be operated within 15 feet of a structure or combustible material
3. Must not emit objectionable smoke that may be considered a nuisance.

Outdoor wood fired boilers are used to heat structures. When the boiler is not properly installed to the manufacturers instruction this creates a safety hazard. When they are used in a populated

area it is difficult for the smoke to rise and dissipate. Therefore the requirement for dry fire wood is added. The requirement for greater than 15 feet was added due to these devices are used when unattended, so they need to be installed a safe distance from combustibles so radiant and convective heat cannot transfer.

Section 503.2.9 Add a new section to read as follows: Designation - The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

503.3 (Marking) is repealed and there is adopted in lieu thereof the following:

Section 503.3 to read as follows: Signs and markings - Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

(1) Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red [six] (6) inch wide stripe painted the length of the designated fire lane. One of the following identification lettering methods shall be utilized:

a. The words "NO PARKING — FIRE LANE" shall be stenciled with three (3) inch white letters and a minimum three-quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof, or

(2) Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall \times 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the code official. Fire lane signs shall be placed 2—4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

503.3.1 Add a new section to read as follows: Maintenance - The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

503.3.2 - Add a new section to read as follows: Property Owner Responsibility -The owner, manager or person in charge of any property upon which designated fire lanes have been established shall be responsible for, and not allow, vehicles or other objects to park in such fire lanes.

503.4.1 Add a new section to read as follows: Penalty for violations - The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a fire hazard and be an immediate hazard to life and property. Any person who obstructs or allows the obstruction of a designated fire lane is guilty of a simple misdemeanor. The maximum penalty for parking a vehicle in or obstructing a designated fire lane shall be not more than a fine of \$150.00. Each day or part of a day during which the unlawful act or violation occurs shall constitute a separate offense. Any vehicle or object obstructing a designated fire lane is hereby declared a fire hazard and may be immediately impounded without prior notification to its owner. The owner shall be held responsible for all impound fees.

This section addresses fire lanes on private property and gives the City of Ottumwa the authority per code to cite and remove vehicles if warranted from designated fire lanes. This code spells out how a fire lane is to be designated and the code is to be enforced.

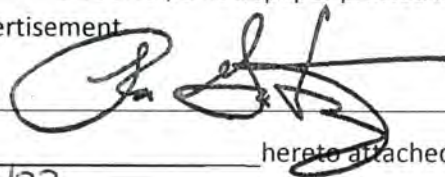
Section 5601.2.4 Financial responsibility is repealed and there is adopted in lieu thereof the following: Section 3301.2.4 Financial Responsibility: Fireworks: Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

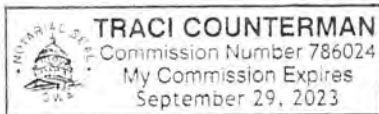
Notice of Public Hearing
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 7/19/22

Subscribed and sworn to before me, and in my presence, by the said 19th day of July, 2022



Notary Public

In and for Wapello County

Printer's fee \$12.67

COPY OF ADVERTISEMENT

Notice of Public Hearing
Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on August 2, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on an Ordinance amending the City of Ottumwa's Fire Protection and Prevention Code by amending Chapter 14 of the City of Ottumwa Municipal Code to Adopt the 2021 Edition of the International Fire Code. Copies of the 2021 Edition of the International Fire Code are available for public review at the City Clerk's office. All written public comments may be submitted to the City Clerk's Office, City Hall by 4:30 pm on August 2, 2022. All persons interested in the proposed amended Ordinance are invited to be present at the above time, place and date to present their arguments for or against. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH-Adopt 2021 Int. Fire Code

AN ORDINANCE AMENDING THE CITY OF OTTUMWA'S FIRE PROTECTION AND PREVENTION CODE BY AMENDING CHAPTER 14 OF THE CITY OF OTTUMWA MUNICIPAL CODE TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE

WHEREAS, the City Council of the City of Ottumwa, Iowa has determined that the City should adopt the 2021 edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Ottumwa.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Ottumwa, Iowa that:

SECTION 1. Section 14-29 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 14-29 in its entirety and enacting the following in lieu thereof:

Sec. 14-29. Adoption of fire prevention code.

Pursuant to published notice and public hearing, as required by law, the city hereby adopts in full and incorporated by reference, except such portions as are hereinafter deleted, modified or added in section 14-31, the International Fire Code, 2021 edition, including all appendix chapters, published by the International Code Council, Inc. which is adopted periodically by the state. Said provisions thereof shall be controlling within the limits of the city; that an official copy of the said International Fire Code, 2021 edition, and a certified copy of this article (Ordinance No. _____), certifying the adoption of same and the effective date, is on file at the office of the city clerk and shall be kept available for public inspection and may be purchased from said city at the current price of said code as established by the publisher.

SECTION 2. Section 14-31 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 14-31 in its entirety and enacting the following in lieu thereof:

Sec. 14-31. Amendments, modifications, additions and deletions.

The following amendments, modifications, additions and deletions to the International Fire Code are hereby made:

1. The following sections are deleted: 105.5.10, 105.5.12, 105.5.13, 105.5.15, 105.5.17, 105.5.19, 105.5.21, 105.5.25, 105.5.26, 105.5.27, 105.5.35, 105.5.36, 105.5.38, 105.5.39, 105.5.45, and 105.5.49.
2. A new Section 108.2.3 is added, as follows:

Section 108.2.3 – *Opening, expansion or relocation inspections.* A fire inspection is required before any new business can open for business or any existing business can open at or in a new location, expanded or enlarged location.

3. Section 112.4 is revised to read as follows:

Section 112.4 - *Violation penalties.* Any person who shall violate any of the provisions of this article or fail to comply with an order made there under, or who shall build in violation of any detailed statement of specifications or plans submitted and approved there under, or any certificate of permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by chief of the bureau of fire prevention or by a court of competent jurisdiction within the time fixed herein, shall severally and for each and every such violation of non-compliance, respectively, be guilty of a misdemeanor, punishable by a fine not exceeding \$750.00. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations and defects within a reasonable time; and when not otherwise specified, each ten days that prohibitive conditions are maintained shall constitute a separate offense.

4. Section 113.4 is revised to read as follows:

Section 113.4 - *Failure to comply.* A [Any] person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to removed a violation or unsafe condition, shall be liable to a fine of not less than \$100.00 or more than \$750.00.

5. Section 307.1 is revised to add the following additional Exception:

Outdoor Cooking Fires - Outdoor cooking fires are defined as the burning of materials where fuel being burned is contained in manufactured outdoor fireplaces or grills used for food preparation and in accordance with this section. A permit is not required for outdoor cooking fires. Outdoor cooking fires shall be conducted within safe distances from buildings, structures and combustible materials. Fuel shall be limited to clean lumber, logs, propane, natural gas or charcoal.

6. Section 307.2 is deleted in its entirety and replaced with the following:

Section 307.2 - *Permit required.* A permit shall be obtained from the fire code official in accordance with section 105.6 prior to kindling a fire for recognized silvicultural, range or wildlife management practices, prevention or control of disease or pests, bonfire, construction clearing, disaster or storm damage removal by city request, other open burning permits allowed by adopted fire code. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled, or company hired to conduct such open burning.

7. Section 307.3 is deleted in its entirety and replaced with the following:

Section 307.3 - *Extinguishment authority*. The fire code official, a member of the Ottumwa Fire Department, member of the Ottumwa Police Department or City of Ottumwa Building and Code Enforcement official is authorized to order the extinguishment by the responsible person or the fire department, of any burning that creates or adds to a hazardous or objectionable situation, or open burning that is objectionable because of smoke or odor emissions, or a required permit for open burning has not been obtained, or conditions of permit are not being followed.

8. Section 307.4.2 is deleted in its entirety and replaced with the following:

Section 307.4.2 - *Recreational Fires*. No permit shall be required for recreational fires. Recreational fires shall be limited to manufactured fire pit appliances, above or below ground fire pits protected by metal, stone, or concrete. Recreational fires shall be located at least 25 feet from any structure or combustible material. Recreational fires shall be limited to 3 feet or less in diameter and 2 feet or less in height. Burning material shall be limited to clean dry wood or commercial fireplace logs. Recreational fires shall be limited to between the hours of 11:00 am and 11:00 pm.

9. Section 307.4.3 is deleted in its entirety and replaced with the following:

Section 307.4.3 - *Portable or approved by fire code official permanent outdoor fireplaces*. Portable or permanent outdoor fireplaces shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.
2. Constantly attended by an adult.
3. An approved method of extinguishment is present during use.
4. Must not be operated within 15 feet of a structure or combustible material

10. Section 307.4.4 is revised to read as follows:

Section 307.4.4 – *Leaves*. Leaves are defined as leaves and twigs smaller than one inch in diameter and two feet in length. Open burning of leaves shall be permitted on Wednesdays and Saturdays between 10:00 a.m. and 9:00 p.m., April 1 through April 30 and November 1 through November 30. A permit is not required for burning of leaves.

11. A new Section 307.4.5 is added, as follows:

Section 307.4.5 - *Outdoor wood fired boilers*. Outdoor wood fired boilers are defined as a variant of the classic wood stove adapted for set-up outdoors while still transferring the heat to interior buildings. These appliances shall be used in accordance with the manufacturer's instructions and the following:

1. Only fire wood that is dry can be used.

2. Must not be operated within 15 feet of a structure or combustible material
3. Must not emit objectionable smoke that may be considered a nuisance.

12. A new Section 405.2.6 is added, as follows:

Section 405.2.6 - *Fire and severe weather drills*. Fire and severe weather drills shall be in accordance with Iowa Code Section 100.31.

13. A new Section 503.2.9 is added, as follows:

Section 503.2.9 – *Designation*. The Fire Code Official may designate fire lanes on private and public property as deemed necessary for the protection of life and property.

14. Section 503.3 is deleted in its entirety and replaced with the following:

Section 503.3 - *Signs and markings*. Wherever a fire lane has been designated, the Code Official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection, as well as any time during the life of the occupancy as needed to provide and maintain emergency vehicle access. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red [six] (6) inch wide stripe painted the length of the designated fire lane. The words "NO PARKING — FIRE LANE" shall be stenciled with three (3) inch white letters and a minimum three-quarter ($\frac{3}{4}$) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the red stripe, and spaced at fifty (50) foot intervals or portions thereof.
2. Signage identifying fire lanes shall conform to the following: Fire lane signs shall be 18 inches tall × 12 inches wide with red letters on a white reflective background to read "Fire Lane No Parking Except For Emergency Vehicles" or similar verbiage as approved by the Code Official. Fire lane signs shall be placed 2 - 4 feet from the edge of the Fire Lane. The bottom of fire lane signs shall be between five (5) and seven (7) feet from the ground. Intermediate fire lane signs shall be set every one hundred (100) feet in a continuous fire lane. The BEGINS sign shall mark the beginning of a fire lane and shall be mounted below the first fire lane sign. The ENDS sign shall mark the ending of a fire lane and shall be mounted below the last fire lane sign. The BEGINS and ENDS signage may be omitted by the Code Official due to the location of the fire lane. Signs may be placed on a building when approved by the Fire Code Official.

15. A new Section 503.3.1 is added, as follows:

Section 503.3.1 – *Maintenance*. The owner, manager, or person in charge of any property upon which designated fire lanes have been established shall provide marking as required above and, shall maintain fire lanes at their expense as often as needed to clearly identify the designated area as being a fire lane.

16. A new Section 503.3.2 is added, as follows:

Section 503.3.2 - *Property Owner Responsibility*. The owner, manager or person in charge of any property upon which designated fire lanes have been established shall be responsible for, and not allow, vehicles or other objects to park in such fire lanes.

17. A new Section 503.4.1 is added, as follows:

Section 503.4.1 - *Penalty for violations*. The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a fire hazard and be an immediate hazard to life and property. Any person who obstructs or allows the obstruction of a designated fire lane is guilty of a simple misdemeanor. The maximum penalty for parking a vehicle in or obstructing a designated fire lane shall be not more than a fine of \$150.00. Each day or part of a day during which the unlawful act or violation occurs shall constitute a separate offense. Any vehicle or object obstructing a designated fire lane is hereby declared a fire hazard and may be immediately impounded without prior notification to its owner. The owner shall be held responsible for all impound fees.

18. A new Section 507.5.7 is added, as follows:

Section 507.5.7 - *Fire Hydrant Installation*. Fire hydrants under the AHJ of the Ottumwa Fire Department shall be installed per 507.5.7.1 through 507.5.7.3.

19. A new Section 507.5.7.1 is added, as follows:

Section 507.5.7.1 - *Fire hydrant height*: Fire hydrants shall be installed a minimum of eighteen (18) inches from the nominal ground level to the center of the lowest water outlet.

20. A new Section 507.5.7.2 is added, as follows:

Section 507.5.7.2 - *Fire hydrant outlet direction*. All fire hydrants shall be positioned so that the four (4) inch Storz or 4 ½” male connection is facing the street or, if provided, the fire access road accessible to fire department apparatus.

21. A new Section 507.5.7.3 is added, as follows:

Section 507.5.7.3 - *Fire hydrants threads*. All new fire hydrants shall have National Standard Threads (NST) on the two and one-half (2 1/2) inch connections, a four (4) inch Storz connection with a cable or chain connected

to the cover or a 4 ½” male with cable or chain connected cover.

22. A new Section 901.5.2 is added, as follows:

Section 901.5.2 - *Inspection Record Submission*. Contractors who perform installation, inspection, testing and/or maintenance services on fire and life safety systems are required to electronically submit all installation and compliant & non-compliant inspection reports to the Fire Department via a method approved by the fire code official within 30 calendar days of the installation/inspection date. Reports submitted after 30 calendar days may incur late fees.

23. A new Section 901.7.3 is added, as follows:

Section 901.7.3. Additional signs shall be located throughout the building as required by the fire code official, the sign and location shall be approved by the fire code official.

24. A new Section 907.2.1.3 is added, as follows:

Section 907.2.1.3. Group A occupancies shall on activation of a fire alarm system or Fire Sprinkler system shall additionally cause:

- a. All conflicting or confusing sounds and visual distraction to automatically stop.
- b. Illumination of all the, means of exit egress components to not less than 10 foot-candles at the walking surface level.

25. A new Section 907.4.2.7 is added, as follows:

Section 907.4.2.7 - *Location of Manual Fire Alarm Boxes*. Where in the opinion of the fire code official manual fire alarm boxes may be used to cause false fire alarms, the fire code official is authorized to modify the requirements for manual fire alarm boxes.

26. A new Section 912.8 is added, as follows:

Section 912.8 - *Fire Department Connection Height*. The fire department connection shall be located not less than 18 inches from the bottom of the cap(s) and not more than 42 inches from the top of the cap(s) above the level of the adjacent grade or access level. Deviation from this height may be granted by the fire code official for just cause.

27. A new Section 912.9 is added, as follows:

Section 912.9 - *Size*. Minimum fire department connection size shall be a 4 inch Storz connection with a 30° elbow towards the ground. For more water flow additional connections may be necessary. Deviation from this size may be granted

by the fire code official for just cause.

28. A new Section 1003.8 is added, as follows:

Section 1003.8 - *Frost protection*. Exterior landings at doors shall be provided with frost protection.

29. Section 1011.5.2, "Riser height and tread depth," shall be modified by replacing the term "7 inches" with "7.25 inches".

30. A new Section 1013.6.4 is added, as follows:

Section 1013.6.4 - *Exit Signs and Emergency Lights*. Exit signs and/or emergency lights shall be on dedicated electrical circuits for the purpose of conducted monthly and yearly testing requirements.

31. A new Section 1013.6.5 is added, as follows:

Section 1013.6.5 - *Additional Exit Signs*. Exit signs may be required at the discretion of the fire code official to clarify an exit or exit access.

32. Section 5601.2.4 is deleted in its entirety and replaced with the following:

Section 5601.2.4 - *Financial Responsibility: Fireworks*. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Any further amendments, modifications, additions and deletions to the International Fire Code may be made by city council resolution.

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 7. This ordinance shall be in full force and effect, from and after the later of: (i) its passage, adoption, and approval and publication as required by law, or (ii) July 1, 2022.

SECTION 8. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 2nd day of August, 2022.

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

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

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

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

___ No action taken by the Mayor

___ Vetoed this ___ day of _____, 2022.

Richard W. Johnson, Mayor

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

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

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

ATTEST:

Christina Reinhard, City Clerk

02063514-2\10981-1000

FILED

CITY OF OTTUMWA
Staff Summary

2022 JUL 28 AM 10:45

CITY OF OTTUMWA
100 N. MAIN ST.
OTTUMWA, IOWA 52501

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3206-2022: AN ORDINANCE REPEALING ORDINANCE NO. 3194-2022 AND ESTABLISHING SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE SALES BY AMENDING SECTION 38-872 OF THE ZONING CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comments,
Close public hearing,
Pass first consideration of Ordinance No. 3206-2022

DISCUSSION: Ordinance No. 3194-2022 established a moratorium on issuing new certificates of zoning compliance for auto dealer lots. The moratorium was established to provide time to create new supplemental regulations which improve some of the issues the Council and public has identified with car lots.

The new ordinance prohibits car lots within 100 feet of residential zones without a conditional use permit. This will help to create a buffer between

Source of Funds:

Budgeted Item: Budget Amendment Needed:

residential areas and these businesses. The ordinance also cracks down on outdoor storage around car lots. Storage of vehicles that are not for sale, body-damaged and inoperable in the display area will be prohibited. All auto parts, damaged vehicles and service vehicles will need to be stored completely screened from residential areas and public rights-of-way.

Because this is a zoning ordinance, existing businesses near residential areas will be grandfathered and protected as existing nonconforming uses. However, if those existing lots cease operation for a year, they would lose that protect and need seek a conditional use permit or find other, permitted uses.

FILED

2022 JUL 27 PM 4:11

CITY CLERK
CITY OF DENVER

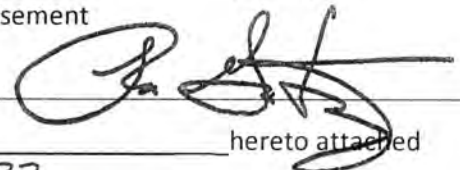
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing 8/2 Ordinance No. 3206-2022

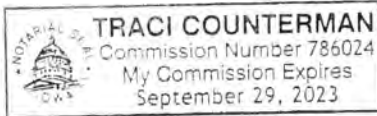
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 7/23/22

Subscribed and sworn to before me, and in my presence, by the said 23rd day of July, 2022



Notary Public

In and for Wapello County

Printer's fee \$14.42

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the Ottumwa City Council will hold a public hearing on Tuesday August 2, 2022 at 5:30 p.m. at City Hall, City of Ottumwa, Iowa. A Public Hearing will be held on Ordinance No. 3206-2022: AN ORDINANCE AN ORDINANCE REPEALING ORDINANCE NO. 3194-2022 AND ESTABLISHING SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE SALES BY AMENDING SECTION 38-872 OF THE ZONING CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA. The Ordinance is available for viewing at the Planning Department, Room 204, City Hall located at 105 East Third Street, Ottumwa, Iowa. All persons interested in the above agenda items are invited to be present at the above time and place on the date mentioned to present their objections to or arguments for the proposed Ordinance. FOR THE CITY OF OTTUMWA Chris Reinhard, City Clerk

ORDINANCE NO. 3206-2022

AN ORDINANCE REPEALING ORDINANCE NO. 3194-2022 AND ESTABLISHING SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE SALES BY AMENDING SECTION 38-872 OF THE ZONING CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

SECTION ONE. That Ordinance No. 3194-2022, An Ordinance Establishing a One-Year Moratorium on the Issuance of Certificates of Zoning Compliance for New Applications for Used Motor Vehicle Dealer Lots and New Applications for Dealer Extension Lots is hereby repealed.

SECTION TWO. Section 38-872, Supplemental Use Regulations – Commercial Uses, of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-872(c) in its entirety and enacting the following in lieu thereof:

Sec. 38-872(c) Automobile, RV and equipment rental and sales.

- (1) The property shall be at least 100 feet from any residential zone. Location closer than 100 feet from a residential zone shall be permitted by Conditional Use Permit subject to the approval of the Zoning Board of Adjustment.
- (2) All outdoor display areas for rental and sales facilities shall be paved.
- (3) Rental and sales facilities shall provide a minimum of 200 square feet of display area, excluding maneuvering space, per vehicle. Requests for certificates of zoning compliance shall be accompanied by a map of the proposed vehicle display area.
- (4) Body repair services are permitted as an accessory use to automobile rental and sales facilities provided that such repair services shall not exceed 25 percent of the gross floor area of the building.
- (5) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of article XXIX of this chapter.
- (6) Storage of inoperable vehicles or vehicles other than dealer inventory in the approved display area is prohibited.
- (7) Outdoor storage of discarded or replacement vehicle parts and accessories must be completely screened so as not to be visible from adjacent properties or public rights-of-way. Screening is subject to provisions of article XXIX of this chapter.

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

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

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

PASSED on its first consideration the 2nd day of August, 2022.

PASSED on its second consideration the _____ day of _____, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

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

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

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Larry Seals

Prepared By

Engineering

Department

Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #199-2022. Awarding the contract and approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution #199-2022.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff have reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Streets scheduled for overlays: Streets scheduled for overlays: North Court from Golf north to the new HMA between Northview and Elmdale.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on July 20, 2022 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. One (1) bid was received. The low bidder is Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,406,991.00 (this includes a base bid total of \$1,310,235.00 and an alternate bid total of \$96,756.00).

These are the required bonds, certificate of insurance and signed contract with Norris Asphalt Paving Co., LC, of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk.

Bid Tab and Plan Holders List are attached.

Source of Funds: ESPR Fund

Budgeted Item: Yes

Budget Amendment Needed: No

Funding Source: \$926,978.00 FY 2012/2013
\$480,000.00 FY 2014/2015
\$1,000,000.00 FY 2016/2017
\$1,250,000.00 FY 2018/2019 (Includes \$460,000. .E. Main St Reconstruction)
\$350,000.00 FY 2019/2020
\$450,000.00 FY 2020/2021
No program 2021/2022

\$33,000.00 Parks Department

RESOLUTION #199-2022

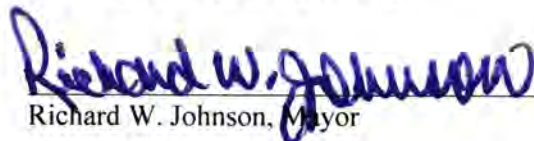
A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE ASPHALT STREET REPAIR PROGRAM 2022

- WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,
- WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,406,991.00, (this includes a base bid total of \$1,310,235.00 and an alternate bid total of \$96,756.00) based on total unit price and estimated quantities; and,
- WHEREAS, Bids were received, proper, and mathematically correct; and
- WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Norris Asphalt Paving Co. LC of Ottumwa, Iowa in the amount of \$1,406,991.00 (this includes a base bid total of \$1,310,235.00 and an alternate bid total of \$96,756.00). The contract, bond and certificate of insurance with Norris Asphalt Paving Company of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor


ATTEST:


Christina Reinhard, City Clerk

2022 ASPHALT STREET REPAIR PROGRAM

Bid Tabulation

July 20, 2022

ITEM	DESCRIPTION	RANGE	UNIT	QTY	Engineers Estimate		Norris Asphalt	
					PRICE	EXTENSION	PRICE	EXTENSION
1	2303-0031500-HMA-Base Course (1,000,000ESAL)	100-250	TN	100	\$ 197.50	\$19,750.00	\$ 200.00	\$20,000.00
2	2303-0031500-HMA-Base Course (1,000,000ESAL)	250-500	TN	250	\$ 165.00	\$41,250.00	\$ 158.00	\$39,500.00
3	2303-0031500-HMA-Base Course (1,000,000ESAL)	500-750	TN	500	\$ 156.88	\$78,437.50	\$ 150.00	\$75,000.00
4	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-1000	TN	750	\$ 151.88	\$113,906.25	\$ 145.00	\$108,750.00
5	2303-0031500-HMA-Base Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 148.13	\$148,125.00	\$ 143.00	\$143,000.00
6	2303-0031500-HMA-Base Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 147.50	\$221,250.00	\$ 142.00	\$213,000.00
7	2303-0033500-HMA-Surface Course (1,000,000ESAL)	100-250	TN	100	\$ 198.13	\$19,812.50	\$ 205.00	\$20,500.00
8	2303-0033500-HMA-Surface Course (1,000,000ESAL)	250-500	TN	250	\$ 165.63	\$41,406.25	\$ 160.00	\$40,000.00
9	2303-0033500-HMA-Surface Course (1,000,000ESAL)	500-750	TN	500	\$ 157.50	\$78,750.00	\$ 151.00	\$75,500.00
10	2303-0033500-HMA-Surface Course (1,000,000ESAL)	750-1000	TN	750	\$ 152.50	\$114,375.00	\$ 146.00	\$109,500.00
11	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 148.75	\$148,750.00	\$ 144.00	\$144,000.00
12	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 148.13	\$222,187.50	\$ 143.00	\$214,500.00
13	2599-9999006-Tack Coat Emulsion	500-1500	GL	500	\$ 4.63	\$2,312.50	\$ 4.65	\$2,325.00
14	2121-7425022-Compacted Granular Shoulders, Type B	50-500	TN	50	\$ 45.63	\$2,281.25	\$ 43.00	\$2,150.00
15	2303-3400000-Manhole Adjustment (if needed)	1	EA	1	\$ 1,375.00	\$1,375.00	\$ 1,750.00	\$1,750.00
16	2318-1001210- Full Depth Reclamation (8" Depth)	4000-10000	SY	4000	\$ 8.50	\$34,000.00	\$ 10.00	\$40,000.00
17	2318-1001230- Mineral Stabilizing Agent, Fly Ash, Type-C	217-541	TN	217	\$ 231.25	\$50,181.25	\$ 280.00	\$60,760.00
BASE BID TOTAL						\$1,338,150.00		\$1,310,235.00
ALTERNATE BID ITEM								
18	2212-5070310-HMA Full Depth Patch	50-500	SY	50	\$ 117.50	\$5,875.00	\$ 75.00	\$3,750.00
19	2212-5070310-PCC Full Depth Patch	50-500	SY	50	\$ 161.25	\$8,062.50	\$ 165.00	\$8,250.00
20	2214-5145150-HMA Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 37.00	\$1,850.00	\$ 35.00	\$1,750.00
21	2214-5145150-PCC Pavement Scarification (0-4" Depth)-Header	50-500	SY	50	\$ 51.25	\$2,562.50	\$ 50.00	\$2,500.00
22	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 12.50	\$625.00	\$ 12.00	\$600.00
23	2214-5145150-HMA Pavement Scarification (0-2" Depth)-Mainline	1001-4000	SY	1001	\$ 9.81	\$9,822.31	\$ 9.00	\$9,009.00
24	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 22.50	\$1,125.00	\$ 19.00	\$950.00
25	2214-5145150-HMA Pavement Scarification (2.01"-4" Depth) Mainline	1001-4000	SY	1001	\$ 15.44	\$15,452.94	\$ 12.00	\$12,012.00
26	2214-5145150-PCC Pavement Scarification (0-2" Depth)-Mainline	50-1000	SY	50	\$ 18.75	\$937.50	\$ 20.00	\$1,000.00
27	2214-5145150-PCC Pavement Scarification (0-2" Depth) Mainline	1001-4000	SY	1001	\$ 15.00	\$15,015.00	\$ 15.00	\$15,015.00
28	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline	50-1000	SY	50	\$ 29.38	\$1,468.75	\$ 25.00	\$1,250.00
29	2214-5145150-PCC Pavement Scarification (2.01"-4" Depth) Mainline	1001-4000	SY	1001	\$ 21.56	\$21,584.06	\$ 20.00	\$20,020.00
30	2511-67459000-Removal of Sidewalk	50-1000	SY	50	\$ 15.38	\$768.75	\$ 17.00	\$850.00
31	2511-7526004-Sidewalk, PCC, 4 in.	50-500	SY	50	\$ 91.25	\$4,562.50	\$ 100.00	\$5,000.00
32	2511-7526006-Sidewalk, PCC, 6 in.	50-500	SY	50	\$ 108.75	\$5,437.50	\$ 115.00	\$5,750.00
33	2511-7528100-Detectable Warnings for Curb Ramps	50-500	SF	50	\$ 75.00	\$3,750.00	\$ 70.00	\$3,500.00
34	2512-1725256-Curb and Gutter, PCC 2.5'	50-500	LF	50	\$ 58.75	\$2,937.50	\$ 68.00	\$3,400.00
35	2213-6745500-Removal of Curb and Gutter	50-500	LF	50	\$ 14.38	\$718.75	\$ 14.50	\$725.00
36	2528-8445113 - Flagger	1	EA	1	\$ 618.75	\$618.75	\$ 575.00	\$575.00
37	2528-8445115 - Pilot Car	1	EA	1	\$ 925.00	\$925.00	\$ 850.00	\$850.00
ALTERNATE BID TOTAL						\$104,099.31		\$96,756.00
TOTAL PROJECT BID						\$1,442,249.31		\$1,406,991.00
I hereby certify that this is a true tabulation of the bids received at 2:00 P.M. on July 20, 2022 by: 								
North Court 1 - 4" overlay Golf to Carter						\$259,684.96		
North Court 2 - 4" overlay Carter to new HMA						\$263,663.02		
Parks Department						\$33,000.00		
Total of All Streets						\$556,347.98		

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **August 2, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Norris Asphalt Paving Co., LC**, of Ottumwa, Iowa, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

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

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **June 30, 2023** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$1,406,991.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Chris Reinhard
Title City Clerk

Norris Asphalt Paving Co., LC
Contractor

By Steven J. Leonard
Title Steven J. Leonard, Vice President
Address 14242 Terminal Ave.-PO Box 695
City, State, Zip Ottumwa, IA 52501



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Heather Murad PHONE (A/C, No, Ext): 712-274-8234 E-MAIL ADDRESS: Heather_murad@ajg.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Travelers Indemnity Company	25658	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E : Travelers Property Casualty Insurance Co	36161	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Charter Oak Fire Insurance Company	25615															
INSURER B : Travelers Property Casualty Co of America	25674															
INSURER C : Travelers Indemnity Company	25658															
INSURER D : Travelers Casualty and Surety Company	19038															
INSURER E : Travelers Property Casualty Insurance Co	36161															
INSURER F :																
INSURED Norris Asphalt Paving Co. P.O. Box 695 Ottumwa IA 52501																

COVERAGES

CERTIFICATE NUMBER: 1014805279

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	DT-CO-8R94793A-PHX-21	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		810-8R945947-21-26-G	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ n		CUP-8R981184-21-26	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-8R953855-21-26-E	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented Equipment		QT-630-5R634887-TIL-21	4/1/2022	4/1/2023	Leased/Rented \$250,000

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

RE: Project: Asphalt Street Repair Program 2022 - Ottumwa, Iowa

City of Ottumwa is included as additional insured on the General Liability CG D3 16 02 19 policy with regards to Asphalt Street Repair Program 2022 - Ottumwa, Iowa

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
 City Clerk
 105 3rd St. E
 Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

Do not attach this form to a policy. It is for informational use only.

Do not attach this form to a policy. It is for informational use only.

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

Do not attach this form to a policy. It is for informational use only.

SECTION 00510

Bond No. IAC593027

**PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.**

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

PRINCIPAL (Legal Name and Business Address)
Norris Asphalt Paving Co., LC
PO Box 695
Ottumwa, IA 52501

STATE OF INCORPORATION
Iowa

SURETY (Legal Name and Business Address)
Merchants Bonding Company (Mutual)
6700 Westown Parkway
Des Moines, IA 50266

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

One Million Four Hundred Six Thousand Nine Hundred Ninety-One and 00/100

KNOW ALL BY THESE PRESENTS:

That we, Norris Asphalt Paving Co., LC, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Four Hundred Six Thousand Nine Hundred Ninety-One and 00/100 dollars (\$ 1,406,991.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 2nd day of August, 2022, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Asphalt Street Repair Program 2022

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

Furnish all labor, materials and equipment to construct the following: **Mill, patch and overlay certain streets in Ottumwa. The first 10 loads of millings are to be delivered to the city yard on Gateway Drive**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. PERFORMANCE: The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

Bond No. IAC593027

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

Bond No. IAC593027

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 25th day of July, 2022.


Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Norris Asphalt Paving Co., LC
Contractor

Printed Name of Agent

By: 
Signature
Steven J. Leonard, Vice President
Title

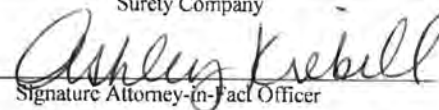
Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

City, State, Zip Code

By: 
Signature Attorney-in-Fact Officer

Company Telephone Number

Ashley Krebill
Printed Name of Attorney-in-Fact Officer

M3 Surety LC
Company Name

PO Box 85
Company Address

Brooklyn, IA 52211
City, State, Zip Code

641-522-5032
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashley Krebill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of July, 2022.



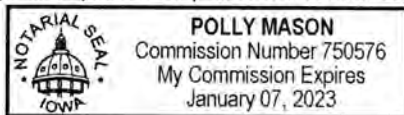
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of July, 2022.



William Warner Jr.

Secretary

FILED

2022 JUL 28 PM 1:33

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Larry Seals
Prepared By

Engineering
Department

Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #200-2022. Awarding the contract and approving the contract, bond, and certificate of insurance for the Friction Seal Project 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution #200-2022.

DISCUSSION: This project is for the application of a Friction Seal surface treatment. This process is similar to a chip seal, except it uses angular granite chips instead of pea gravel. Unlike with pea gravel the angular chips won't come loose and get kicked up by high speed traffic. The chips also improve road friction versus the existing asphalt surface. The process includes first patching and sealing the existing pavement surface, then a single pass application of binder and granite chips. This protects the existing asphalt surface from oxidation and is expected to last 6-9 years.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on July 20, 2022 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. One (1) bid was received. The low bidder is Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa in the amount of \$109,514.50.

These are the required bonds, certificate of insurance and signed contract with Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa for the above referenced project and are now on file with the City Clerk.

Bid Tab and Plan Holders List are attached.

Estimated Cost: \$115,000.00

Source of Funds: ESPR Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #200-2022


A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE FRICTION SEAL PROJECT 2022

- WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,
- WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa in the amount of \$109,514.50 based on total unit price and estimated quantities; and,
- WHEREAS, Bids were received, proper, and mathematically correct; and
- WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa in the amount of \$109,514.50. The contract, bond and certificate of insurance with Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa, for the above referenced project are hereby approved.

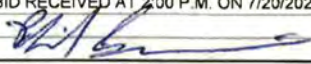
APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

BID TABULATION FOR							
FRICTION SEAL PROJECT 2022							
7/20/2022							
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			GEE ASPHALT SYSTEMS	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	CRACK AND JOINT CLEANING AND FILLING	LF	15,000	\$ -	\$0.00	\$ 1.10	\$16,500.00
2	BITUMINOUS SEAL COAT BY AREA (GSB-FRICTION SEAL)	SY	18,500	\$ -	\$0.00	\$ 4.10	\$75,850.00
3	TRAFFIC CONTROL	LS	1	\$ -	\$0.00	\$ 10,000.00	\$10,000.00
4	MOBILIZATION	LS	1	\$ -	\$0.00	\$ 7,164.50	\$7,164.50
TOTAL					\$0.00		\$109,514.50
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION							
OF THE BID RECEIVED AT 2:00 P.M. ON 7/20/2022							
BY: 							

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **August 2, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Gee Asphalt Systems, Inc. of Cedar Rapids, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

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

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by October 1, 2022 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$109,514.50** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Chris Burkard
Title City Clerk

Cree Asphalt Systems Inc.
Contractor

By [Signature]
Title General Manager

Address 4715 6th St. S.W.

City, State, Zip Cedar Rapids, IA 52404



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2022

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

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

PRODUCER TrueNorth PO Box 1863 500 First Street SE Cedar Rapids IA 52406-1863	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com	FAX (A/C, No): 877-810-6374
	INSURER(S) AFFORDING COVERAGE	
INSURED Gee Asphalt Systems, Inc 4715 6th Street SW Cedar Rapids IA 52404	INSURER A : Western National Mutual Insurance Company NAIC # 15377	
	INSURER B : Navigators Specialty Insurance Company 36056	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1303088577 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CPP1034408	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP1030780	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB1005662	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WCV1004207	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Pollution Liability Leased/Rented Equipment		CPP1034413 SF22ECP00559NC CPP1034413 CPP1034413	1/1/2022 8/1/2022 1/1/2022 1/1/2022	1/1/2023 8/1/2024 1/1/2024 1/1/2023	Limit/Deductible 100,000/1,000 Limit/Deductible 1,000,000/2,500 Limit/Deductible 50,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If "Y" is indicated above for add'l insd Gen Liab form WNGL49 0715 (ongoing) & form WNGL84 0715 (completed operations) & Auto form WNCA27 0616 apply, and Umbrella WNCU114 07/15 Primary & Noncontributory conditions WNGL49 0715, & Auto Liab form CA0001 1013 applies. If "Y" is indicated above for waiver of subrogation Gen Liab form WNGL39 0715, Auto Liab form WNCA27 0616, & WC form WC000313 (IA only) applies. Coverage is provided for work performed under written contract by the above named insured. Umbrella liability follows policy forms, limitations and exclusions on the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only.

Friction Seal Project 2022-Ottumwa, Iowa

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa
105 East 3rd Street
Ottumwa IA 52501
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- 1. The minimum amount required by the contract or agreement; or
- 2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SECTION 00510

PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond No. 54247304

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

Gee Asphalt Systems, Inc.
4715 6th Street, SW
Cedar Rapids, IA 52404

Iowa

SURETY *(Legal Name and Business Address)*

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

CONTRACT NO.

CONTRACT DATE

August 2, 2022

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Hundred Nine Thousand, Five Hundred Fourteen Dollars and 00/100 Cents

KNOW ALL BY THESE PRESENTS:

That we, **Gee Asphalt Systems, Inc.**, as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
United Fire & Casualty Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
One Hundred Nine Thousand, Five Hundred Fourteen Dollars and 00/100 Cents
dollars (\$ **109,514.00**), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the **2nd** day of **August**, **2022**, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **Friction Seal Project2022**

Project Location: **City of Ottumwa, Iowa**

The Work generally consists of:

Friction Seal Project 2022

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CONT – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CONT - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND) Project No. _____

Witness our hands, in triplicate, this 2nd day of August, 2022.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Gee Asphalt Systems, Inc.

Contractor

By: 

Signature

Title

SURETY:

United Fire & Casualty Company

Surety Company

By: 

Signature Attorney-in-Fact Officer & Iowa Resident Agent
Anne Crowner, Attorney-in-Fact and Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, STACIE CHRISTENSEN, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022

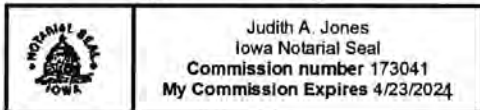
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 2nd day of August, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

FILED

2022 JUL 28 PM 1:35

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #201-2022. Awarding the contract for the Troeger Parking Lot 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 #201-2022.

DISCUSSION: This project will consist of constructing a 5180 SY, 7" PCC parking lot located in Troeger Park. The work will include grading, hauling sub base, and storm sewer improvements. Work also includes new sidewalk along Church Street and crosswalk improvements. Once completed it will add an additional 136 parking spaces.

This project is tied directly to the development and construction of the Cobblestone Hotel at the Bridgeview site.

The plan set bidding documents are set up to allow two bidding scenarios. The first set is a completion date of December 31st 2022 and the second set with a late start date of April 1st 2023.

Bids were received and opened by the City of Ottumwa on July 27, 2022 at 2:00 p.m. Two (2) bids were received. The low bidder is Drish Construction of Fairfield, Iowa in the amount of \$608,859.25.

	Completion Date	Alternate
Drish Construction	Dec 31 st	April 23 rd
TK Concrete	No Bid	\$608,859.25
	No Bid	\$690,664.00

Bid Tab and Plan Holders List are attached.

Engineers estimate: \$569,377.50

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #201-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
TROEGER PARKING LOT PROJECT

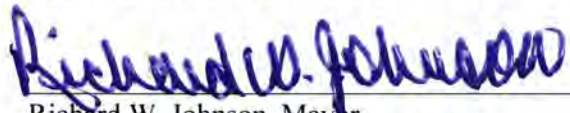
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Drish Construction of Fairfield, Iowa in the amount of \$608,859.25

APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

BID TABULATION FOR

Troeger Parking Lot

7/27/2022

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			DRISH CONSTRUCTIN		TK CONCRETE	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Clearing and Grubbing by Units	UNIT	1021.5	\$ 15.00	\$15,322.50	\$ 10.00	\$10,215.00	\$26.00	\$26,559.00
2	Topsoil, Strip, Salvage and Spread	CY	275	\$ 50.00	\$13,750.00	\$ 70.00	\$19,250.00	\$20.00	\$5,500.00
3	Class 10 Excavation	CY	1995	\$ 14.00	\$27,930.00	\$ 35.00	\$69,825.00	\$25.00	\$49,875.00
4	Subbase, Modified, 6" Thickness	TN	1700	\$ 22.50	\$38,250.00	\$ 30.00	\$51,000.00	\$30.00	\$51,000.00
5	Intake, SW-505, Modified	EA	1	\$ 7,000.00	\$7,000.00	\$ 14,100.00	\$14,100.00	\$9,500.00	\$9,500.00
6	Pavement, 7" PCC	SY	5180	\$ 60.00	\$310,800.00	\$ 58.80	\$304,584.00	\$68.00	\$352,240.00
7	Curb and Gutter, 2.5' PCC, 6"	LF	100	\$ 65.00	\$6,500.00	\$ 57.75	\$5,775.00	\$40.00	\$4,000.00
8	Sidewalk, PCC, 6"	SY	175	\$ 80.00	\$14,000.00	\$ 82.43	\$14,425.25	\$80.00	\$14,000.00
9	Concrete, Colored and Stamped, 6"	SY	100	\$ 150.00	\$15,000.00	\$ 147.00	\$14,700.00	\$75.00	\$7,500.00
10	Detectable Warnings	SF	36	\$ 75.00	\$2,700.00	\$ 78.75	\$2,835.00	\$65.00	\$2,340.00
11	Removal of Pavement	SY	590	\$ 12.00	\$7,080.00	\$ 21.00	\$12,390.00	\$15.00	\$8,850.00
12	Footing, Light Base	EA	5	\$ 2,850.00	\$14,250.00	\$ 2,500.00	\$12,500.00	\$7,500.00	\$37,500.00
13	Hand hole, electrical	EA	1	\$ 1,000.00	\$1,000.00	\$ 5,250.00	\$5,250.00	\$5,000.00	\$5,000.00
14	Traffic Control	LS	1	\$ 1,000.00	\$1,000.00	\$ 4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
15	Seeding, Fertilizing & Mulching	LS	1	\$ 4,000.00	\$4,000.00	\$ 5,230.00	\$5,230.00	\$5,000.00	\$5,000.00
16	Silt Fence - Installation	LF	400	\$ 2.00	\$800.00	\$ 5.00	\$2,000.00	\$5.00	\$2,000.00
17	Silt Fence - Removal	LF	400	\$ 2.00	\$800.00	\$ 3.00	\$1,200.00	\$2.50	\$1,000.00
18	Construction Survey	LS	1	\$ 3,500.00	\$3,500.00	\$ 10,500.00	\$10,500.00	\$9,000.00	\$9,000.00
19	Mobilization	LS	1	\$ 10,000.00	\$10,000.00	\$ 32,000.00	\$32,000.00	\$85,500.00	\$85,500.00
20	Concrete Washout	LS	1	\$ 1,000.00	\$1,000.00	\$ 2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
21	Conduit, PVC, 1"	LF	680	\$ 5.00	\$3,400.00	\$ 21.00	\$14,280.00	\$10.00	\$6,800.00

TOTAL BASE BID

TOTAL ALTERNATE BID

\$498,082.50

\$622,603.13

NOT BID

\$608,859.25

NOT BID

\$690,664.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON JULY 27, 2022.

BY: *Phil Byrman*

PLAN HOLDERS LIST

**Troeger Parking Lot
Ottumwa, Iowa 52501
G&A #
Bids Received:**

Engineer's Estimate

\$569,377.50

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Drish Construction 1701 S Main St Fairfield, IA 52556 drish.brandon@gmail.com	641-472-506	e-mailed 7/8/2022			Emailed 7/25/2022
2	Blommers Construction 1117 222nd Ave Pella, IA 50219 jblommers5@gmail.com	(641) 628-4068	e-mailed 7/8/2022			Emailed 7/25/2022
3	Jones Contracting Corp 1808 Hwy 16 West Point, IA 52656 pjones@jonescontractingcorp.com	(319) 837-8129	e-mailed 7/8/2022			Emailed 7/25/2022
4	Bob Brown Excavating 1829 Brookville, Rd Fairfield, IA 52556 brown_geinc@yahoo.com	(641) 233-8788	e-mailed 7/8/2022			Emailed 7/25/2022
5	DeLong Construction 1320 N 8th Ave Washington, IA 52353 cwharton@iowatelecom.net	(319) 653-3334	e-mailed 7/8/2022			Emailed 7/25/2022
6	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	(641) 777-5925	e-mailed 7/8/2022			Emailed 7/25/2022
7	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	(641) 919-0636	e-mailed 7/8/2022			Emailed 7/25/2022
8	Kenny Keith 376 E Rochester Ottumwa, IA 52501 kennykeith84@gmail.com	641-680-0932	City Website 7/22/2022			Emailed 7/25/2022
9	Construction Materials 5210 17th St Des Moines, IA 50313 jrobinson@constructionmaterialsinc.com	515-263-9006	City Website 7/26/1977			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	e-mailed 7/8/2022			Emailed 7/25/2022
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	e-mailed 7/8/2022			Emailed 7/25/2022

FILED

2022 JUL 28 PM 1:35

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Engineering
Department

Larry Seals
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #202-2022. Awarding the contract for the Bridge View Hotel Parking Lot Extension 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 #202-2022.

DISCUSSION: This project will consist of constructing a 4575 SY, 7" PCC parking lot at the south end of the existing Bridge View Parking Lot. The work will also include 452 LF of 24" RCP, new storm sewer installation that will remove storm water from the existing sanitary sewer. Once completed this project will allow for an additional 117 paved parking spaces.

The plan set bidding documents are set up to allow two bidding scenarios. The first set is a completion date of December 31, 2022 and the second set with a late start date of April 1, 2023.

Bids were received and opened by the City of Ottumwa on July 27, 2022 at 2:00 p.m. Three (3) bids were received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of \$473,143.50.

	Completion Date	Alternate
	Dec 31 st	April 23 rd
DC Concrete & Construction	No Bid	\$473,143.50
Drish Constrution	No Bid	\$632,571.25
TK Concrete, Inc.	No Bid	\$673,650.00

Bid Tab and Plan Holders List are attached.

Engineers estimate \$574,256.

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #202-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
BRIDGE VIEW HOTEL PARKING LOT EXTENSION PROJECT

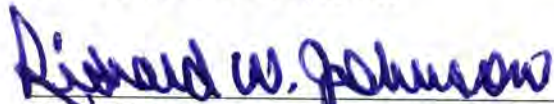
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete and Construction of Douds, Iowa in the amount of \$473,143.50.

APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

7/27/2022

ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE			DC CONCRETE & CONST.			DRISH CONSTRUCTION			TK CONCRETE, INC.		
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	Topsoil, Furnish and Spread	CY	150	\$ 50.00	\$7,500.00	\$ 10.00	\$1,500.00	\$70.00	\$10,500.00	\$ 75.00	\$11,250.00			
2	Class 10 Excavation	CY	1570	\$ 14.00	\$21,980.00	\$ 10.00	\$15,700.00	\$36.00	\$56,520.00	\$ 25.00	\$39,250.00			
3	Subbase, Modified, 6" Thickness	TN	1580	\$ 30.00	\$47,400.00	\$ 25.00	\$39,500.00	\$30.00	\$47,400.00	\$ 30.00	\$47,400.00			
4	Trench Compaction Testing	LS	1	\$ 5,000.00	\$5,000.00	\$ 2,000.00	\$2,000.00	\$6,780.00	\$6,780.00	\$ 5,000.00	\$5,000.00			
5	Storm Sewer Gravity Main, Trenched, RCP, 24"	LF	452	\$ 125.00	\$56,500.00	\$ 100.00	\$45,200.00	\$155.00	\$70,060.00	\$ 120.00	\$54,240.00			
6	Removal of Storm Sewer	LF	25	\$ 60.00	\$1,500.00	\$ 25.00	\$625.00	\$65.00	\$1,625.00	\$ 50.00	\$1,250.00			
7	Storm Sewer Abandonment, Plug	EA	1	\$ 800.00	\$800.00	\$ 500.00	\$500.00	\$1,710.00	\$1,710.00	\$ 2,500.00	\$2,500.00			
8	Concrete Apron, 24"	EA	1	\$ 2,750.00	\$2,750.00	\$ 1,300.00	\$1,300.00	\$2,100.00	\$2,100.00	\$ 2,000.00	\$2,000.00			
9	Footing for Concrete Apron, 24"	EA	1	\$ 1,200.00	\$1,200.00	\$ 2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$ 2,000.00	\$2,000.00			
10	Apron Guard, 24"	EA	1	\$ 1,000.00	\$1,000.00	\$ 1,600.00	\$1,600.00	\$2,050.00	\$2,050.00	\$ 2,000.00	\$2,000.00			
11	Manhole, SW-401, 48" Dia.	EA	2	\$ 5,000.00	\$10,000.00	\$ 4,700.00	\$9,400.00	\$6,200.00	\$12,400.00	\$ 8,750.00	\$17,500.00			
12	Intake, SW-506	EA	1	\$ 9,000.00	\$9,000.00	\$ 6,500.00	\$6,500.00	\$10,200.00	\$10,200.00	\$ 12,500.00	\$12,500.00			
13	Removal of Intake	EA	1	\$ 1,200.00	\$1,200.00	\$ 500.00	\$500.00	\$1,210.00	\$1,210.00	\$ 1,500.00	\$1,500.00			
14	Pavement, 7" PCC	SY	4575	\$ 60.00	\$274,500.00	\$ 63.50	\$290,512.50	\$61.95	\$283,421.25	\$ 68.00	\$311,100.00			
15	Curb and Gutter, 2.5' PCC, 6"	LF	50	\$ 65.00	\$3,250.00	\$ 61.00	\$3,050.00	\$57.75	\$2,887.50	\$ 40.00	\$2,000.00			
16	Sidewalk, PCC, 6"	SY	20	\$ 80.00	\$1,600.00	\$ 64.00	\$1,280.00	\$105.00	\$2,100.00	\$ 125.00	\$2,500.00			
17	Detectable Warnings	SF	30	\$ 75.00	\$2,250.00	\$ 55.00	\$1,650.00	\$78.75	\$2,362.50	\$ 65.00	\$1,950.00			
18	Patch, PCC, 9"	SY	50	\$ 100.00	\$5,000.00	\$ 100.00	\$5,000.00	\$210.00	\$10,500.00	\$ 150.00	\$7,500.00			
19	Concrete, Colored and Stamped, 9"	SY	30	\$ 150.00	\$4,500.00	\$ 145.00	\$4,350.00	\$325.50	\$9,765.00	\$ 250.00	\$7,500.00			
20	Removal of Pavement	SY	98	\$ 12.00	\$1,176.00	\$ 12.00	\$1,176.00	\$35.00	\$3,430.00	\$ 20.00	\$1,960.00			
21	Footing, Light Base	EA	4	\$ 2,850.00	\$11,400.00	\$ 2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$ 7,500.00	\$30,000.00			
22	Handhole, Electrical	EA	1	\$ 1,000.00	\$1,000.00	\$ 5,000.00	\$5,000.00	\$5,250.00	\$5,250.00	\$ 5,000.00	\$5,000.00			
23	Traffic Control	LS	1	\$ 2,500.00	\$2,500.00	\$ 2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00			
24	Seeding, Fertilizing & Mulch	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,800.00	\$3,800.00	\$8,000.00	\$8,000.00	\$ 5,000.00	\$5,000.00			
25	Silt Fence-Installation	LF	100	\$ 2.00	\$200.00	\$ 7.00	\$700.00	\$9.00	\$900.00	\$ 5.00	\$500.00			
26	Silt Fence-Removal	LF	100	\$ 2.00	\$200.00	\$ 3.00	\$300.00	\$6.00	\$600.00	\$ 2.50	\$250.00			
27	Construction Survey	LS	1	\$ 5,000.00	\$5,000.00	\$ 9,500.00	\$9,500.00	\$10,500.00	\$10,500.00	\$ 10,500.00	\$10,500.00			
28	Mobilization	LS	1	\$ 10,000.00	\$10,000.00	\$ 3,500.00	\$3,500.00	\$40,000.00	\$40,000.00	\$ 75,500.00	\$75,500.00			
29	Concrete Washout	LS	1	\$ 2,000.00	\$2,000.00	\$ 1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$ 3,500.00	\$3,500.00			
30	Conduit, PVC, 1"	LF	550	\$ 5.00	\$2,750.00	\$ 10.00	\$5,500.00	\$21.00	\$11,550.00	\$ 10.00	\$5,500.00			

TOTAL BASE BID \$498,156.00
 TOTAL ALTERNATE BID \$622,695.00

NOT BID \$632,571.25
 NOT BID \$673,650.00

HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON JULY 27, 2022 BY: *Phil Byrman*

PLAN HOLDERS LIST

Bridge View Hotel Parking Lot Extension
Ottumwa, Iowa 52501
G&A #
Bids Received:

Engineer's Estimate \$ 574,256

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Drish Construction 1701 S Main St Fairfield, IA 52556 drish.brandon@gmail.com	641-472-506	e-mailed 7/8/2022			
2	Blommers Construction 1117 222nd Ave Pella, IA 50219 jblommers5@gmail.com	(641) 628-4068	e-mailed 7/8/2022			
3	Jones Contracting Corp 1808 Hwy 16 West Point, IA 52656 pjones@jonescontractingcorp.com	(319) 837-8129	e-mailed 7/8/2022			
4	Bob Brown Excavating 1829 Brookville, Rd Fairfield, IA 52556 brown_geinc@yahoo.com	(641) 233-8788	e-mailed 7/8/2022			
5	DeLong Construction 1320 N 8th Ave Washington, IA 52353 cwharton@iowatelecom.net	(319) 653-3334	e-mailed 7/8/2022			
6	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	(641) 777-5925	e-mailed 7/8/2022			
7	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	(641) 919-0636	e-mailed 7/8/2022			
8	Steele Excavating Inc 503 n 5th St Montezuma, IA 50171 bensteele@steeleexcavating.com	641-891-3471	City Website 7/21/2022			
9	Winger Contracting 918 Hayne St Ottumwa, IA 52501 kenny@wingercompanies.com	641-682-3407	City Website 7/22/2022			
10	Construction Materials 5210 17th St Des Moines, IA 50313 jrobinson@constructionmaterialsinc.com	515-263-9006	e-mailed 7/26/2022			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	e-mailed 7/8/2022			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	e-mailed 7/8/2022			

2022 JUL 28 PM 1:35
CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 2, 2022

Larry Seals

Prepared By

Engineering Department

Department

Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #203-2022. Approving the Professional Service Agreement for Engineering Design and Management costs between the City of Ottumwa and Shive-Hattery, Inc. for the roundabout and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution #203-2022.

DISCUSSION: This agreement will provide for engineering design and management costs (including public involvement, survey and mapping, traffic data collection, project design, and cost opinion) for the roundabout at Albia Road and Quincy Avenue.

The City of Ottumwa was awarded a \$500,000 Traffic Safety Improvement Program grant to address intersections with a high number of conflict points resulting in a high number of accidents. The intersection of Albia Road and Quincy Avenue met the requirements of this grant. The proposed roundabout will improve safety for motorist and pedestrian traffic.

Total Compensation for the Professional Service Agreement is estimated at \$83,450.00.

RESOLUTION #203-2022

A RESOLUTION APPROVING THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING DESIGN AND MANAGEMENT COSTS BETWEEN THE CITY OF OTTUMWA AND SHIVE-HATTERY, INC. FOR THE ALBIA ROAD AND QUINCY AVENUE ROUNDABOUT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, This agreement will provide for engineering design and management costs (including public involvement, survey and mapping, traffic data collection, project design, and cost opinion) for the roundabout; and,

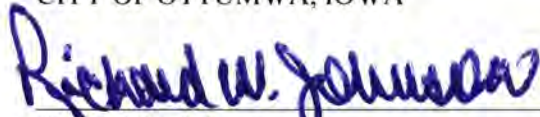
WHEREAS, The City of Ottumwa was awarded a \$500,000 TSIP grant for the installation of a roundabout at the Albia Road and Quincy Avenue intersection; and

WHEREAS, Total Compensation for the professional services is estimated at \$83,450.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Shive-Hattery, Inc. for the above referenced project is hereby approved and adopted.

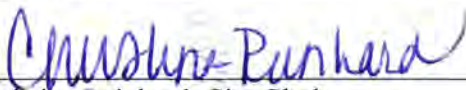
APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

PROFESSIONAL SERVICES AGREEMENT

ATTN: Larry Seals
CLIENT: City of Ottumwa, IA
105 E. Third Street
Ottumwa, IA 52501

PROJECT: City of Ottumwa - Quincy Roundabout, Design Services

PROJECT LOCATION: Ottumwa, IA

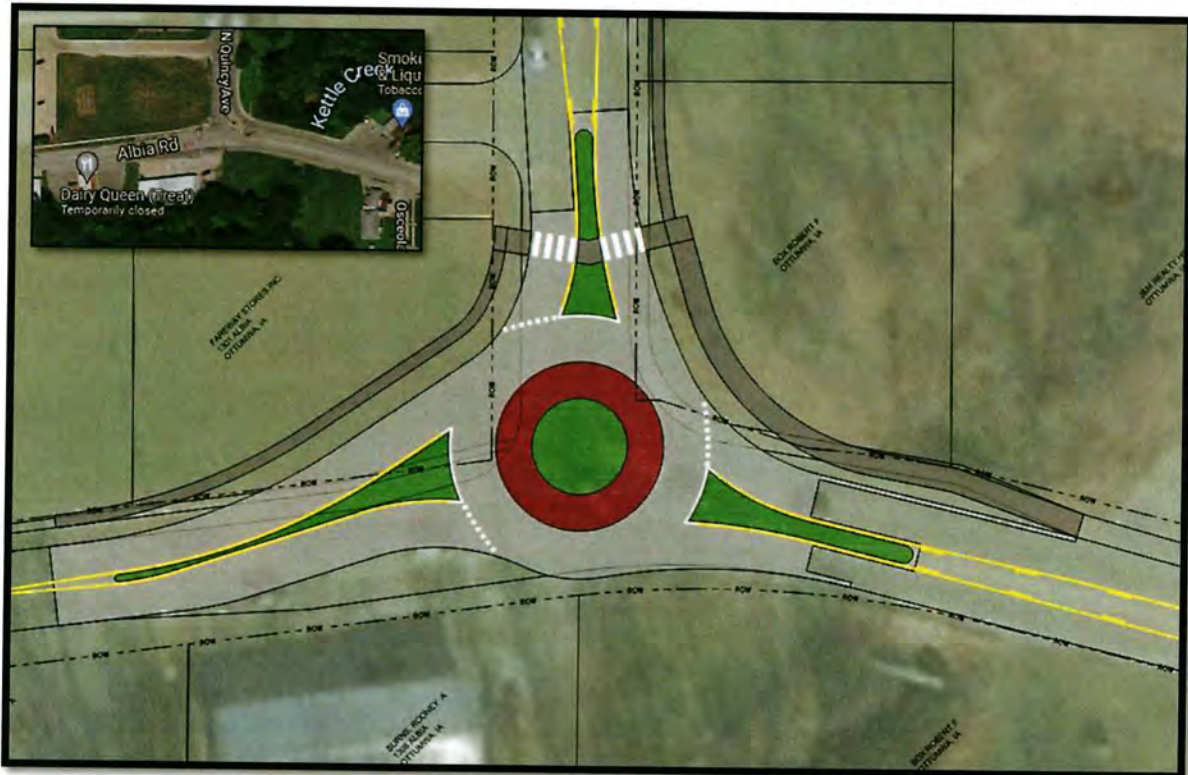
DATE OF AGREEMENT: July 26, 2022

PROJECT DESCRIPTION

The Client has requested professional engineering services to design a modern roundabout at N Quincy Ave and Albia Road in Ottumwa, Iowa. The Client received approval and funding on their Traffic Safety Improvement Program (TSIP) Application – from July 29, 2021 – from the Department of Transportation

The project limits can be seen below:

Image from Exhibit H – Concept from the submitted and approved TSIP Application on July 29, 2021.



SCOPE OF SERVICES

We will provide the following services for the project:

Land Survey Services, Civil Engineering, Transportation Engineering, Electrical Engineering

These services will consist of the following tasks:

1. Land Survey Services:

- A. Contact Iowa One Call for public utilities.
- B. Set Control for Topographic Survey and Construction Plans.
- C. Perform Topographic Survey within Project Limits.
- D. Public Utility Surveys (Performed with topo survey).
- E. Boundary Survey (Locate existing right of way and existing property pins in project limits).
- F. Conduct Property Ownership Research.
- G. Office calculate existing right of way and ownership boundary lines.
- H. Create a base map for civil design.

2. Preliminary Plans (60%):

Design Sheet Criteria: The Sheet Numbering System should generally follow Iowa DOT Design Manual Chapter 1, Section 1F-1, Plan Sheets - General Information for this Project.

A. Preliminary Plans (60%):

Prepare preliminary design services of the preferred concept in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, and signing. The plans for the project will be approximately 60% complete upon completion of the Preliminary Design.

- 1) Title and General Information (A Sheets)
- 2) Preliminary Typical Cross Sections (B Sheets)
- 3) Preliminary Plan and Profile (D and E Sheets)
- 4) Reference Ties and Benchmarks (G Sheets)
- 5) Preliminary Right-of-way (H Sheets)
- 6) Preliminary Staging (J Sheets)
- 7) Preliminary Stormwater Drainage Design (M Sheets)
- 8) Preliminary Pavement Marking and Signage (N Sheets)
- 9) Preliminary Lighting (P Sheets)

B. Conduct Performance Checks.

C. Preliminary Opinion of Probable Construction Cost:

Prepare a preliminary opinion of probable construction cost for the Project. Preliminary cost estimates shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

D. Utility Coordination:

Utility coordination includes meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies and help facilitate a schedule with the Client and utility companies to perform relocations prior to the project construction.

- 1) Provide up to two (2) meetings with each of the utilities will be held to discuss their impacts to their facilities and a plan for relocation (meetings may be in person, via telephone, conference call or email.).

E. Quality Control - Plan Set:

Involve ongoing quality control input from the Client and Shive-Hattery senior technical staff throughout the development of Preliminary Plans and documents for each Project segment. Shive-Hattery is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Preliminary Plan Set to the Client.

F. Conduct Client Review Meeting.

G. Deliverables:

- 1) Preliminary Plans.
- 2) Performance Checks.
- 3) Preliminary Opinion of Probable Cost.
- 4) Stormwater Calculations.

3. Check Plans (95%):

A. Check Plans (95%):

After written authorization of approval from the Client of the Preliminary Plans, Shive-Hattery shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 95% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the Check Plans. Check Plans shall be completed in preparation of the letting.

- 1) Title and General Information (A Sheets)
- 2) Typical Cross Sections (B Sheets)
- 3) Estimate of Quantities and Estimate Reference Information (C Sheets)
- 4) Plan and Profile (D and E Sheets)
- 5) Erosion Control (EC Sheets)
- 6) Grading (F Sheets)
- 7) Reference Ties and Benchmarks (G Sheets)
- 8) Right-of-way (H Sheets)
- 9) Traffic Control and Staging (J Sheets)

- 10) Intersection and Driveway Geometrics (K Sheets)
- 11) Jointing (L Sheets)
- 12) Storm Sewer (M Sheets)
- 13) Pavement Marking and Signage (N Sheets)
- 14) Street Lighting (P Sheets) - Street lighting layout and photometric calculations shall be included; it is anticipated circuitry and installation of any wiring will be by the utility provider.
- 15) Curb Ramp, Sidewalk and Trail (S Sheets)
- 16) Retaining Wall (V Sheets)
- 17) Cross Sections (W, X Sheets)

- B. Incorporate Comments from Preliminary Plan Review:**
Respond to comments resulting from the Client's plan review. Recommended modifications will be incorporated into the plan set.
- C. Update Opinion of Probable Construction Cost:**
Update the opinion of probable construction cost for the Project. The cost estimates shall be based on representative major Project elements and based on recent bid information.
- D. Project Manual:**
Prepare draft project manual based on SUDAS Specifications.
- E. Quality Control - Plan Set:**
Involve ongoing quality control input from the Client and Shive-Hattery senior technical staff throughout the development of Preliminary Plans and documents for each Project segment. Shive-Hattery is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Preliminary Plan Set to the Client.
- F. Conduct Client Review Meeting.**
- G. Deliverables:**
 - 1) Check Plans.
 - 2) Draft Project Manual.
 - 3) Updated Opinion of Probable Cost.
 - 4) Special Provisions.

4. Final Plans (100%):

- A. Final Plans (100%):**
After approval of the Check Plans by the Client, Shive-Hattery shall proceed with the development of Final Plans and Project Manual for the improvements. Upon completion, the design plans will be ready for Council approval.
- B. Incorporate Comments from Check Plan Review:**
Respond to comments resulting from the Client's plan review. Recommended modifications will be incorporated into the plan set.

C. Update Opinion of Probable Construction Cost:

Prepare opinion of probable construction cost for the Project. Final cost opinion shall include all Project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$10,000.

Shive-Hattery, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither Shive-Hattery nor the Client has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Shive-Hattery cannot and does not warrant or represent which bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

D. Deliverables:

- 1) Copies of Print Documents (Signed Plans).
- 2) Opinion of Probable Cost.

5. Bid Phase Services:

As required by the Client, and on hourly rate basis without a maximum amount at our Standard Hourly Fee Schedule in effect at the time that the services are performed, we will provide bid phase services.

Such services may include but not be limited to:

- A. Attend pre-bid meeting.
- B. Assist with responding to bidder questions.
- C. Issue addendums to bidders.
- D. Prepare bid tabulation of received bids.
- E. Prepare a letter of recommendation of award.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.

4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not to be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products or securities.
6. Provide DOT Traffic Safety Improvement Program (TSIP) Agreement.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Expenses
Land Survey Services	Fixed Fee	\$12,500	As Incurred
Preliminary Plans (60%)	Fixed Fee	\$19,750	As Incurred
Check Plans (90%)	Fixed Fee	\$37,700	As Incurred
Final Plans (100%)	Fixed Fee	\$13,500	As Incurred
Bid Phase Services	Hourly	Hourly	As Incurred

Total **\$83,450** **As Incurred**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.
- Hourly - We will provide the Scope of Services on an hourly rate basis without a maximum amount at our Standard Hourly Fee Schedule in effect at the time that the services are performed.

Expenses:

- As Incurred - Expenses have not been included in the Fee amount and will be billed as incurred.

See attached Reimbursable Expense Fee Schedule and Material Testing and Laboratory Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Geotechnical
2. Drone Aerial
3. Landscape Architecture
4. Construction Administration & Construction Observation
5. Construction Staking
6. Temporary Construction Easements (\$850 per exhibit)
7. Permanent Easements (\$1,250 per exhibit)
8. Acquisition Plat (\$2,250 per plat)
9. Public Meetings (\$1,200/meeting)
10. Monument Preservation Certificate

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted

by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subcontractors, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions

or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation,

failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Jordan Dreyer, Project Manager PMP
jdreyer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Ottumwa

BY:  TITLE: Mayor
(signature)

PRINTED NAME: Richard W. Johnson DATE ACCEPTED: 8.2.2022

CC: Justin Campbell, Shive-Hattery, Inc.

REIMBURSABLE EXPENSE FEE SCHEDULE

Effective July 2, 2022 - December 31, 2022

<u>EXPENSE</u>	<u>FEE</u>
<u>TRAVEL</u>	
Mileage- Car/Truck	\$0.62/ Mile
Mileage- Survey Truck	\$0.72/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%
<u>OUTSIDE SERVICES</u>	
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%
<u>IN-HOUSE SERVICES</u>	
Drawings/Prints/Plots:	
Bond	\$.30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$.90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$13.00
Color Prints:	
Letter Size	\$1.00
Legal and 11x17	\$2.00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2022 JUL 28 PM 1:36

Council Meeting of: August 2, 2022

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #205-2022. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the Ward Street Bridge Replacement 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 #205-2022.

DISCUSSION: This project consisted of replacing the bridge over the Jefferson Drainage Ditch on Ward Street with a twin 10' x 6' reinforced concrete box culvert. Additional work included replacing a sanitary sewer manhole, lowering water main, and rerouting storm sewer.

Change Order #1 decreased the contract sum by \$2,615.40 for quantity adjustments.

Original Contract Amount	\$419,635.55
Change Order #1	\$ (2,615.40)
New Contract Amount	\$417,020.15
Less Previous Payments	\$385,245.60
Final Amount Due	\$ 31,774.55

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

The City was awarded an 80/20 HBP Grant with CIP as the local match. Final funding is as follows:

	<u>Federal</u>	<u>Local</u>	
HBP	\$335,708.44		\$ 335,708.44
CIP		\$ 83,927.11	\$ <u>83,927.11</u>
			\$ 419,635.55 Total Estimated Project
			\$ 417,020.15 New Contract Amount

Source of Funds: HBP Grant and CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #205-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE WARD STREET BRIDGE REPLACEMENT PROJECT

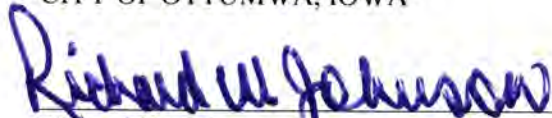
WHEREAS, The City Council of the City of Ottumwa, entered into a contract on April 21, 2020, with Iowa Bridge & Culvert of Washington, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreased the contract amount by \$2,615.40. The total new contract sum is \$417,020.15. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Ward Street Bridge Replacement Project is hereby accepted as complete and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$31,774.55 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Ward Street Bridge Replacement To Contractor: Iowa Bridge & Culvert

Change Order Number: 1

The Contract is changed as follows:

Adjust Plan to As-built Quantities

DATE

	<u>\$0.00</u>
	<u>-\$2,615.40</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>(\$2,615.40)</u>

Base bid amount \$419,635.55

NEW PROJECT TOTAL \$417,020.15

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$419,635.55</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$419,635.55</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$2,615.40)</u>
The new Contract Sum including this change order	<u>\$417,020.15</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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


ENGINEER/
DIRECTOR OF PUBLIC WORKS

07-27-2022
DATE

Iowa Bridge & Culvert
CONTRACTOR

BY 

7/27/22
DATE

7/27/22 / Proj
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Ward Street Bridge Replacement

PAY REQUEST NO. 3

FROM CONTRACTOR: Iowa Bridge & Culvert

PAY PERIOD: 27-Jul-22

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$419,635.55
2. Net change by Change Orders	(\$2,615.40)
3. Contract Sum to Date (Line 1± Line 2)	\$417,020.15
4. Total Completed and Stored to Date	\$417,020.15
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$417,020.15
7. Less Previous Payments	\$385,245.60
8. Current Payment Due	\$31,774.55

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

CONTRACTOR: Iowa Bridge

DATE: 7/27/22

BY: [Signature]

TITLE: Pres

ENGINEER'S CERTIFICATE FOR PAYMENT

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

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$31,774.55

DATE: 07-27-2022

Ward Street Bridge Replacement		Iowa Bridge & Culvert		AS BUILT		QUANTITY		% OF	
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	OVER/UNDER	CONTRACT	
3	7/27/2022								
1	EMBANKMENT IN PLACE	CY	46	\$54.35	\$2,500.10	46	\$0.00	\$2,500.10	100.00%
2	EXCAVATION, CLASS 10 ROADWAY AND BORROW	CY	145	\$86.25	\$12,796.25	145	\$0.00	\$12,796.25	100.00%
3	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	95	\$21.26	\$2,019.70	95	\$0.00	\$2,019.70	100.00%
4	MODIFIED SUBBASE	CY	209	\$57.00	\$11,913.00	209	\$0.00	\$11,913.00	100.00%
5	SHOULDER FINISHING, EARTH	STA	6.15	\$25.00	\$153.75	6.15	\$0.00	\$153.75	100.00%
6	STANDARD OR SLIP FORM PCC, CLC, CL3 DUR, 7 IN	SY	1092	\$56.25	\$64,701.00	1094.1	\$124.43	\$64,825.43	100.19%
7	GRANULAR SURFACING ONROAD, CLASS A, STONE	TN	325	\$40.00	\$13,000.00	171.32	(\$6,147.20)	\$6,852.80	52.71%
8	REMOVAL OF EXISTING BRIDGE	LS	1	\$30,000.00	\$30,000.00	1	\$0.00	\$30,000.00	100.00%
9	EXCAVATION, CLASS 20, CULVERT	CY	727	\$14.00	\$10,178.00	727	\$0.00	\$10,178.00	100.00%
10	STRUCTURAL CONCRETE (RCB CULVERT)	CY	261	\$515.00	\$134,415.00	261	\$0.00	\$134,415.00	100.00%
11	REINFORCING STEEL	LB	38157	\$1.25	\$47,696.25	41139	\$3,727.50	\$51,423.75	107.82%
12	STRUCTURAL STEEL PEDESTRIAN HANDRAIL	LF	52	\$150.00	\$7,800.00	52	\$0.00	\$7,800.00	100.00%
13	MANHOLE, SANITARY SEWER, SM-301, 48 IN.	EA	1	\$4,200.00	\$4,200.00	1	\$0.00	\$4,200.00	100.00%
14	STORM SEWER, GRAVITY MAIN, TRENCHED, 15 IN.	LF	3	\$166.00	\$498.00	3	\$0.00	\$498.00	100.00%
15	SANITARY SEWER, GRAVITY MAIN, TRENCHED, PVC 12 IN	LF	85	\$90.00	\$8,550.00	60	\$5,400.00	\$2,550.00	70.00%
16	ENGINEERING FABRIC	SY	160	\$3.00	\$480.00	160	\$0.00	\$480.00	100.00%
17	REMOVAL OF PAVEMENT	SY	945	\$7.00	\$6,615.00	940.65	\$5,584.35	\$1,030.65	99.54%
18	REMOVAL OF INTAKES AND UTILITY ACCESS	EA	1	\$500.00	\$500.00	1	\$0.00	\$500.00	100.00%
19	REMOVAL OF SIDEWALK	SY	85	\$7.00	\$595.00	90.62	\$534.34	\$61.26	106.61%
20	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	78	\$58.25	\$4,543.50	73.21	\$4,264.48	\$279.02	95.89%
21	DETECTABLE WARNING	SF	32	\$50.00	\$1,600.00	40	\$2,000.00	\$400.00	125.00%
22	SAFETY CLOSURE	EA	8	\$100.00	\$800.00	8	\$0.00	\$800.00	100.00%
23	CONSTRUCTION SURVEY	LS	1	\$7,500.00	\$7,500.00	1	\$0.00	\$7,500.00	100.00%
24	TRAFFIC CONTROL	LS	1	\$4,585.00	\$4,585.00	1	\$0.00	\$4,585.00	100.00%
25	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	1	\$0.00	\$30,000.00	100.00%
26	WATERMAN, TRENCHED, DUCTILE IRON PIPE, 6 IN.	LF	90	\$88.00	\$7,920.00	90	\$0.00	\$7,920.00	100.00%
27	FITTINGS BY WEIGHT, DUCTILE IRON	EA	152	\$13.00	\$1,976.00	152	\$0.00	\$1,976.00	100.00%
28	VALVE, GATE, DIP, 6 IN.	EA	2	\$1,200.00	\$2,400.00	2	\$0.00	\$2,400.00	100.00%
29	MULCHING	AC	0.12	\$10,000.00	\$1,200.00	0.12	\$0.00	\$1,200.00	100.00%
30	SEEDING AND FERTILIZING	AC	0.12	\$10,000.00	\$1,200.00	0.12	\$0.00	\$1,200.00	100.00%
				TOTAL	\$419,635.55		\$417,020.15		
				ASBUILT TOTAL			(\$2,615.40)		

FILED

2022 JUL 28 PM 1:33

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 206-2022: RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH RG PROPERTY, LLC FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS HOUSING CONVERSION PROGRAM

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 206-2022

DISCUSSION: This resolution adopts the development agreement with RG Property, LLC to complete the upper-story housing conversation project at 307 E Main. This project was awarded a \$500,000 Community Development Block Grant, the city's share of match for the project is \$15,000 which is our standard award for upper-story conversion under the Downtown Development Grant Programs.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 206-2022

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
WITH RG PROPERTY, LLC FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT CORONAVIRUS HOUSING
CONVERSION PROGRAM**

WHEREAS, the City of Ottumwa applied for a \$500,000 Community Development Block Grant Coronavirus Housing Conversion Program in support of the ISU Building Upper-Story Housing Project located at 307 East Main Street; and

WHEREAS, RG Property, LLC owns 307 East Main and is proposing a renovation of the building to create upper-story housing; and


WHEREAS, the City of Ottumwa was awarded the \$500,000 Community Development Block Grant Coronavirus Housing Conversion Program Grant; and

WHEREAS, the City of Ottumwa desires to have an agreement with the Developers to pass along certain requirements of the Grant Agreement;

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

The City Council does hereby approve the development agreement with RG Properties, LLC for the Community Development Block Grant Coronavirus Housing Conversion Program and the Mayor is directed to execute the agreement.

Dated this 2nd day of August, 2022.


Richard W. Johnson, Mayor

Attest:



Chris Reinhard, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS HOUSING CONVERSION PROGRAM
DEVELOPMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is by and between the City of Ottumwa, Iowa (herein called the "City") and RG Property, LLC (herein called the "Developer").

WITNESSETH THAT:

WHEREAS, the effective date of this Agreement is August 3, 2022; and

WHEREAS, the City received Community Development Block Grant (CDBG) funds from the Iowa Economic Development Authority (IEDA) under the Title I of the Housing and Community Development Act of 1974 and 24 CFR 570.480 et. Seq. and 85 Fed. Reg. 51,547 to prevent, prepare for, and respond to coronavirus ("CDBG-CV"); and

WHEREAS, the City is the applicant to IEDA for said funds; and

WHEREAS, Developer will own, develop and manage the Project; and

WHEREAS, these funds will be used to assist in the conversion of existing buildings into rental housing Units by either rehabilitating un-occupiable units or converting existing non-residential spaces into new rental housing Units to prevent, prepare for, and/or respond to coronavirus, all in spaces that are currently vacant and un-occupiable at 307 East Main Street, Ottumwa, IA 52501 as depicted in Exhibit A; and

WHEREAS, the City has been designated as the recipient of these funds by IEDA and will receive, administer, and disburse these funds; and

WHEREAS, the City has relied upon the representations of the proposed activities by the Developer who will undertake the community development activities in accordance with the original funding application submitted by the City to the IEDA; and

WHEREAS, this project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG-CV funds, in the attached Exhibit A, and all governing regulations set by City ordinances and codes; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

1. As a condition of receiving up to \$515,000, the Developer will be responsible for developing, in a manner satisfactory to the City and IEDA and consistent with any standards required by this Agreement or federal or state laws and regulations, conversion of existing buildings into rental

housing Units by either rehabilitating un-occupiable units or converting existing non-residential spaces into new rental housing Units to prevent, prepare for, and/or respond to coronavirus, all in spaces that are currently vacant and un-occupiable at the project located at **307 East Main Street, Ottumwa, IA 52501** containing **three (3)** units (the "Project"). Additionally, the number of units in the project that must be leased to persons and/or households at or below 80% of the area median family income, as determined by the U.S. Department of Housing and Urban Development must be the greater of (1) at least 51% of the **3** rental units (or **3** units) or (2) a percentage of units equal to the percentage of the total project cost paid by CDBG-CV funds.

B. Funding

1. The City agrees to lend the project an amount not to exceed **\$500,000** in CDBG-CV funds, as more specifically set out in Exhibit B: Mortgage, Exhibit C: Promissory Note, Exhibit D: Assignment of Leases and Rents (as applicable), and Exhibit E: Agreement for Covenants and Restrictions (this Agreement, the Mortgage, the Promissory Note, the Assignment of Leases and Rents, and the Covenants and Restrictions shall collectively be known as the "Loan Documents"), which are attached hereto and by this reference made a part hereof as if set out in full in this section. The Mortgage and the Assignment of Leases and Rents securing the CDBG-CV funds forgivable loan (non-receding) may be recorded in junior position to the principal conventional loan but must be recorded in senior position to any and all other funding in the project. The Agreement for Covenants and Restrictions should be filed prior to any mortgages being filed.
2. The Developer shall receive the CDBG-CV Funds and use the proceeds thereof to pay eligible costs incurred by the Developer in connection with the construction and acquisition of the Project. The funding of the CDBG-CV Funds and any portion thereof is expressly conditioned upon the Developer complying with all of the program requirements and the terms of this Contract. Proceeds of the CDBG-CV Funds may only be applied to eligible uses. No costs incurred prior to the Effective Date of this Agreement or the Application Date may be included under this Agreement without prior written approval, but in no case for costs incurred before March 9, 2020.
3. No CDBG-CV funds or non-CDBG-CV funds may be committed to the project until the City and the Developer have secured environmental approval from the IEDA, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22, no activities may be undertaken that may limit the choice of reasonable alternatives.
4. The award proceeds will be paid to Developer to be applied against the approved project expenses. Developer will have no authority to direct any

of the funds elsewhere or to withdraw any of the funds without the express written permission of the City.

5. No CDBG-CV funds may be used to support any Federal, state, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public purpose.

C. Closing

1. Prior to or at the time of closing on/filing the CDBG-CV Loan, the Developer shall:
 - (i) Execute and deliver this Agreement and the Exhibits, including the note, mortgage, assignment of leases and rents, and covenants and restrictions, to the City.
 - (ii) Have submitted a firm written commitment from each source of funds to the Project identified in Exhibit A. Each commitment shall include the amount, terms, estimated time of contribution, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the City. The Developer shall report any changes in these contributions to the City immediately, whether the change is made by the Developer or any other party.
 - (iii) Provide an attorney's title opinion regarding the land.
 - (iv) Provide a budget for the Project acceptable to the City.
 - (v) Provide the City with the due diligence materials requested by the City, all in form and substance reasonably satisfactory to the City.
 - (vi) Provide a construction schedule.

D. Disbursements

1. The City shall use the CDBG-CV Funds it receives from IEDA and HUD with respect to the Project to reimburse the Developer for eligible costs incurred in connection with the development of the Project to the extent such costs are properly submitted to the City in accordance with the procedures set forth in this Agreement and all other terms and conditions of this Agreement. The Developer may not request a disbursement of CDBG-CV Funds from the City until such funds are needed to pay eligible costs of the Project. Accordingly, the amount of each draw request must be limited to the amount of money needed to pay eligible costs actually incurred by the Developer at the time of the draw request, may not include amounts for prospective or future needs, and may not be placed into escrow accounts or advanced in lump sums to the Developer.
2. All claims for disbursement must be processed in accordance with IEDA's Policies and Procedures manual for this grant program. Before the

Developer may request disbursement, the Developer shall submit to the City the following information:

- (i) Signed Construction Contract(s) and contractor statements.
 - (ii) Building permits for the Project.
 - (iii) Required environmental clearance.
 - (iv) Remainder of CDBG-CV loan documents properly signed or executed with due authority.
 - (v) Proper recordation with the applicable county recorder and/or Iowa Secretary of State of the mortgage, UCC-1, assignment of leases and rents, covenants and restrictions, and any other documents required by the City.
 - (vi) Contractor and subcontractor clearance eligibility requests.
3. All CDBG-CV funds must be disbursed on or before July 20, 2023.
 4. The Developer shall provide a draw request for CDBG-CV Funds to the City using the procedures and forms specified by the City in coordination with IEDA. All eligible costs to be reimbursed must have adequate and itemized supporting documentation, including copies of receipts. The eligibility of any cost shall be determined by the City, in its sole discretion. A draw request must show expenses in whole dollar amounts. The Developer shall round down for any expense not in a whole dollar amount. A draw request must be equal to or greater than five hundred dollars (\$500.00), except for a final draw request. Further, a final draw request shall not be paid by the City until at least one monitoring visit of the Project has been conducted and any required or requested project reports and documents have been reviewed and approved by the City. The Developer shall not charge or allow CDBG-CV Funds to pay any flat rate or estimate for service, meaning that any expense must be the actual cost for providing such good or service.
 5. Ten percent of the CDBG-CV Funds will be withheld until:
 - (i) the Project has been constructed or rehabilitated,
 - (ii) the CDBG-CV Units have been rented to eligible tenants in compliance with program guidance,
 - (iii) a monitoring visit has been satisfactorily completed by the City and/or IEDA.
 6. The CDBG-CV Funds must be used to pay eligible costs. The City shall determine the Developer's compliance with this requirement at the time each draw request of CDBG-CV Funds is made based upon a review of the draw request. The City may request lien waivers as necessary and establish such additional limitations on the expenditure of CDBG-CV Funds as it determines are appropriate to ensure compliance with program requirements.

7. In the event that the City shall determine that the CDBG-CV Funds Grant have been used to pay ineligible costs, whether such costs are ineligible costs because they are not approved as eligible costs in accordance with this Agreement or because they violate program requirements, the City shall provide the Developer with written notice thereof and the Developer shall pay to the City, in immediately available funds within ten Business Days from the date of said notice, an amount equal to that portion of the CDBG-CV Funds used to pay ineligible costs.
8. In the event that the City makes a determination that the Developer has failed to expend (or is unlikely to expend) sufficient CDBG-CV Funds on eligible costs within the prescribed expenditure deadlines, the City shall have no obligation to disburse any funds to the Developer under this Agreement and may, at the election of the City, recover or offset any CDBG-CV Funds actually paid to the Developer with respect to the Project.
9. The City reserves the right to withhold funds until the City has received, reviewed, and approved all items, such as permits or licenses from other local, state or federal agencies, which may be required prior to Project commencement.
10. If the total amount of funding for a Project has not been requested by the Developer within 60 Days after its estimated construction completion date, then the City shall be under no obligation for further disbursement. Upon the submission and disbursement of a final Draw Request, any remaining CDBG-CV Funds shall not be available.
11. Upon the expiration of this Agreement, any remaining CDBG-CV Funds will no longer be eligible for reimbursement to the Developer.
12. The Developer shall cooperate with the City in obtaining and providing any additional documentation that may be required by the City to approve the request for CDBG-CV Funds.
13. The City will not make any payments to the Developer for costs that:
 - (i) are Ineligible Costs or otherwise prohibited under Program Requirements;
 - (ii) are not strictly in accordance with the terms of this Agreement;
 - (iii) were requested and/or incurred before the signing of this Agreement without prior City approval;
 - (iv) were requested and/or incurred after termination of this Agreement;
 - (v) Are requested after July 20, 2023; or
 - (vi) were requested during the occurrence and continuation of an uncured Event of Default.

14. The City is authorized to make modifications to the Draw Request procedure and to establish additional requirements for payment of the CDBG-CV Funds to the Developer as may be necessary or advisable for compliance with all Program Requirements.

E. Repayments

There will be no repayments required on the **\$500,000** of CDBG-CV funds if all affordability and long-term monitoring conditions are fulfilled. Terms and conditions are further set forth in the Loan Documents. If the assisted rental project is sold or transferred to an alternate use during the compliance period following completion and acceptance, the entire amount of the CDBG-CV forgivable loan shall be repaid.

F. Duplication of Benefits

1. The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.
2. The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs. (FR-6218-N-01).
3. For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.
4. The Developer agrees to follow the Duplication of Benefits policies and procedures as provided by the City.
5. The Developer agrees to repay CDBG-CV funds received from the City, if the City determines a Duplication of Benefits has occurred.

G. Default

1. Any of the following events shall constitute an "Event of Default" under this Agreement:
 - (i) a breach by the Developer of any of its representations, covenants, or warranties contained in this Agreement or the Loan Documents or in the performance of any of its obligations under this Agreement, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Project, and (b) is not cured within ten Business Days in the case of a monetary default or 20 Business Days in the case of a non-monetary default following notice of such breach or default from the City to the Developer,

- provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Developer commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days;
- (ii) a representation, warranty or statement made or furnished to the City by, or on behalf of the Developer in connection with the Application or this Agreement to induce the City to make an award to the Developer shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within 30 Days after written notice by the City is given to the Developer; or
 - (iii) the Developer fails to make a payment when due under the terms of this Agreement within ten days following written notice of such overdue payment is given to the Developer by the City; or
 - (iv) the Developer demonstrates a lack of capacity to carry out the approved Project in a timely manner, in the sole discretion of the City; or
 - (v) the commencement of foreclosure proceedings with respect to any mortgage, which have not been withdrawn or dismissed within 30 Days after the date of such commencement; or
 - (vi) a violation of any law, regulation or order applicable to the Developer or the Project that has or might reasonably be expected to have a material adverse impact on the operation of the Project and is not cured within the applicable cure period, if any, provided in such law, regulation, or order; or
 - (vii) gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity other than a simple misdemeanor by the Developer or any Affiliate of the Developer providing services to or in connection with the Developer or the Project; or
 - (viii) the estimated construction completion date as set forth in the Construction Schedule has been delayed by more than 30 Days and (a) the Developer has failed to submit an acceptable Action Plan to the City or (b) the City determines such delay will prevent the Developer, the Project or the City from complying with the Program Requirements; or
 - (ix) the Developer is debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD; or
 - (x) repeated or prolonged failure to provide any required reports; or
 - (xi) the Project fails to meet a National Objective or to maintain the Program Requirements for the Affordability Period(s) of the CDBG-CV Units for the entire affordability period; or
 - (xii) Developer fails to satisfy or appeal any judgment against Developer.

2. In the event of a default, the City shall follow 2 CFR part 200 for suspension or termination of this Agreement. This includes temporarily withholding cash payments, disallowing all or part of the costs of the Project, wholly or partly suspending or terminating this Agreement, withholding further awards from CDBG-CV, requiring the immediate repayment of the full amount of CDBG-CV Funds disbursed, or taking any other remedies that may be legally available. Costs incurred by the Developer during a suspension or after termination of this Agreement are not allowable for reimbursement unless the City, in its sole discretion, expressly authorizes reimbursement.
3. The City shall have the right to exercise any of the following remedies upon an Event of Default:
 - (i) temporarily suspend making disbursements of CDBG-CV Funds under this Agreement pending correction of the deficiency or default by the Developer;
 - (ii) require the repayment of the CDBG-CV Loan;
 - (iii) declare the Developer and its principals "not in good standing" with respect to the City;
 - (iv) cease making any further payments of CDBG-CV Funds under this Agreement;
 - (v) terminate this Agreement;
 - (vi) require the immediate repayment of CDBG-CV Funds advanced pursuant to this Agreement;
 - (vii) require that the Developer, the property manager, the Contractor or any other party providing services to the Developer to be replaced;
 - (viii) "Reserved"
 - (ix) draw upon and apply any escrows and/or reserve accounts in accordance with their terms;
 - (x) exercise any rights it may have under the CDBG-CV Loan Documents, including, but not limited to, foreclosure of the Note and Mortgage thereunder, in order to assure for repayment of the CDBG-CV Funds; and
 - (xi) exercise any other rights and remedies that may be available under law or in equity.
4. In addition to the remedies described, the Developer shall, upon demand by the City following an Event of Default, repay any amount of CDBG-CV Funds previously disbursed to the Developer under the terms of this Agreement.
5. The City may defer the enforcement of remedies upon the occurrence of an Event of Default for such period as it determines appropriate, if it determines that any Lender is taking appropriate measures to correct the circumstances giving rise to the Event of Default.

6. The City may consult with and advise any Lender as to its intention to exercise remedies hereunder.
7. Each right and remedy provided in this Agreement is distinct from all other rights or remedies under this Agreement, the Loan Documents, or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.
8. The City may provide a Lender with a copy of any written notice of default provided to the Developer pursuant to the terms of this Article. The City hereby agrees that any cure of any default made or tendered by any Lender shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if such cure were made or tendered by the Developer.
9. The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Agreement is to assure compliance of the Project and the Developer with the Program Requirements, AND BY REASON THEREOF, THE DEVELOPER IN CONSIDERATION FOR RECEIVING THE CDBG-CV LOAN FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE CITY, IEDA, HUD AND/OR THE RESIDENTS OF THE PROJECT SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED ABOVE OR BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY STATE COURT OF COMPETENT JURISDICTION FOR ANY AND ALL BREACH OF THE CONDITIONS AND RESTRICTIONS HEREOF. The Developer hereby further specifically acknowledges that the beneficiaries of the Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
10. If the City determines at any time that the Developer has expended funds for Ineligible Costs, the Developer will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City's final determination of the disallowance of costs. Refer to Section 7.4(B) for repayment. If it is the City's final determination that costs previously paid by the City are Ineligible Costs under the terms of this Agreement, the expenditures will be disallowed and the Developer shall repay to the City all Ineligible Costs.

H. Affordability

1. The Developer agrees that throughout the affordability period the greater of (1) at least 51% of the rental units (or **3** units) or (2) a percentage of units equal to the percentage of the total project cost paid by CDBG-CV funds

will be leased to persons and/or households at or below 80% of the area median family income, as determined by the US Department of Housing and Urban Development. The maximum (gross) rent limits allowed on the CDBG-CV Units shall not exceed the most current HOME Program 65% rent limits in accordance with 24 CFR 92.252(a), including the subtraction of essential tenant utilities from the rental amount. The remaining units can be rented without income and rent restrictions. Consideration must be given to keeping all units in the project, both assisted and non-assisted, consistent with each other in terms of bedroom sizes, square footage, similar design features and similar amenities.

The income of each CDBG-CV tenant must be determined initially in accordance with "affordable housing" requirements as defined from time to time by the United States Department of Housing and Urban Development (HUD). Initially incomes must be determined by using third party verification per HUD requirements using the Part 5 (24 CFR 5.609) income definition of inclusions and exclusions. The income of each tenant in a unit assisted with CDBG-CV funds should be renewed annually for the term of affordability (three years). In addition to tenant income data, the Developer must also provide documentation on their compliance efforts with their Affirmative Marketing Plan.

2. The CDBG-CV units will remain affordable rental housing for a period of three years (the "affordability period") from the time of project completion, occupancy and the provision of final demographic information for tenants to the City and IEDA. Throughout this period of affordability, the Developer or their designees shall agree to periodic reporting requirements, compliance monitoring and inspections for tenant incomes, tenant rents on the affordable units, appropriate unit mix and property standards compliance.
3. The City, at the direction of IEDA, who has determined that the subject property fails to comply with the affordability requirement during the period of affordability referred to above or the rental time period requirement, will send a demand letter to the Developer to repay the loan in full to the City within 60 days from receipt of the said letter.

I. Inspections

1. The City or its agents may perform periodic inspections at any reasonable time to ensure compliance with this agreement and the Loan Documents. The City or its agents shall perform a final inspection to certify project completion prior to final disbursement of the loan proceeds. The Developer agrees to keep this project in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions in a timely manner.

2. Prior to disbursement of loan proceeds or for any other purpose in connection with the completion of the improvements, the City or its agents shall have free access and right of entry at any reasonable time of the day to inspect all or any portion of the property and the improvements. These inspections are for the benefit of the City as lender, to assure that the loan proceeds are being expended on the property in accordance with the approved loan application and the construction contract and for the benefit of the local government to assure that local law is being complied with in the project. In the event of any such inspection, the City may inform the Developer of any noncompliance with respect to the construction contract, but the City shall not issue direct orders or instructions to the contractor or subcontractor performing the work, except as authorized by the Developer. The Developer shall take all steps necessary to assure that the City or its agents are permitted to examine and inspect such work, and all contracts, materials, equipment, fixtures, payrolls and conditions of employment pertaining to the work, and all relevant data, books, and records of the Developer.

J. Timing

The Developer agrees to use their good faith efforts to obtain a building permit for the project and begin construction by **August 8, 2022**. They also agree to use their good faith efforts to complete the project on or before the end date of the City's Contract with IEDA.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

The Developer hereby represents, warrants and covenants to the City that the following are true as of Execution and will be true on the due date of each disbursement of CDBG-CV Funds, and as applicable, throughout the term of this Agreement:

- A. The Developer is a duly organized **Corporation** validly existing under the laws of the state of its organization, is authorized to do business in the State of Iowa, and has full power and authority to perform its obligations under this Agreement.
- B. No litigation, demand, investigation, claim or proceeding against the Developer or any other litigation or proceeding directly affecting the Project is pending or, to the best knowledge of the Developer, threatened, before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the Developer or the construction, use and operation of the Project. The Developer and its Project Team shall promptly notify the City of the initiation of any claims, lawsuits or proceedings brought against the Developer.
- C. No default by the Developer or any Affiliate thereof having any relationship with the Project has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Project or other documents or instruments governing the development, use, occupancy and operation of the Project.

- D. The Developer has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Agreement.
- E. All material building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Project have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Project or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the Developer has not received any notice nor has any knowledge of any violation with respect to the Project of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Project or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.
- F. Before disbursement of CDBG-CV Funds, the Developer will have a fee simple interest in the Project and good and marketable title thereto, free and clear of any liens, charges or encumbrances other than the encumbrances the Developer is permitted to create under the terms of this Agreement, matters of title as of the effective date of the City's title opinion, and mechanics' or other liens that have been bonded against (or as to which other cash equivalent security has been provided) in such a manner as to preclude the holder of such lien from having any recourse to the Project or the Developer for payment of any debt secured thereby.
- G. No Event of Default has occurred and is continuing.
- H. No Event of Bankruptcy has occurred as to the Developer.
- I. As of the date of Execution, all reserves and accounts required to be maintained by the Developer under the terms of this Agreement are currently funded (or will be funded at the time(s) required) up to the specified levels.
- J. The Developer will complete the Project.
- K. All utilities are, or will be, available to the Project, including sanitary and storm sewers, water, gas (if applicable) and electricity.
- L. The sources of funds available to the Developer are sufficient to enable the Developer to complete construction of the Project in accordance with the Plans and Specifications.
- M. All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately

represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

- N. Unless the City consents to a transfer of the Project by Developer, the Project will continue to be owned and operated by the Developer through the expiration of this Agreement or, if later, the date, (if any), through which the Developer is required to own and operate the Project pursuant to any of the documents governing the use and operation of the Project.
- O. Tenants for the residential units in the Project will be screened and selected from a pool of eligible tenants based on uniformly applied tenant selection criteria that are commonly employed by other property owners in determining tenant eligibility in similar projects to the Project throughout the Affordability Period(s), and:
- P. No preferences or discrimination will be employed in selecting tenants (i.e., no discrimination based on religion, race, color, creed, national origin, ancestry, legal residency, sex, sexual preference or orientation, gender identity, age, physical handicap, medical condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), family status, marital status, pregnancy, childbirth or related medical condition, or membership in the sponsoring organization) as will be consistent with federal housing policy governing nondiscrimination as determined under HUD rules and regulations.
- Q. Each of the representations and disclosures made by the Developer to the City in any application for CDBG-CV Funds is true and correct as of the date hereof. Each of the covenants, agreements and conditions contained in the such applications have been duly performed or satisfied by the Developer to the extent that performance or satisfaction is required on or prior to the date of Execution, and the Developer has no reason to believe that the covenants, agreements, and conditions required to be performed or satisfied after the date hereof will not be performed or satisfied in a timely manner.
- R. The Project is not located in a special flood hazard area identified by the Federal Emergency Management Agency (FEMA).
- S. The Developer shall not employ, award a contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
- T. No federal appropriated funds have been paid or will be paid, by or on behalf of the Developer, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the

extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- U. No funds have been paid for influencing or attempting to influence an officer or employee of a Member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the Developer. To the best knowledge of the Developer, the Developer has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.
- V. Neither the Developer nor any of its partners, members, managers, officers, directors, or employees, nor, to the best knowledge of the Developer, any of the Developer Parties has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
- W. To the best knowledge of the Developer, no Developer or Developer Parties, nor any of the Developer's property is or has ever been subject to or a party to or bound by any agreement or other arrangement with any person who has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
- X. The Developer will prevent, and has instituted or will institute, (and will update from time to time to correspond to changes in circumstances and changes in applicable laws and regulations) policies and procedures to prevent, any circumstance or event described in subclauses T. and V. above.
- Y. The Developer and all other applicable Developer Parties have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all "financial institutions" as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. "Suspicious Transactions" that may require reporting include, but are not limited to, (i) individual or related transactions in which a third-party provides payment in U.S. or foreign currency in excess of \$10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any transaction where the Developer or any Developer Party knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

- Z. "The Recipient certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
 3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

III. NOTICES

Communication and details concerning this Agreement shall be directed to the City Clerk at **105 East Third Street, Ottumwa, IA 52501** and directed to the Developer at **215 East Fourth Street, Ottumwa, IA 52501**.

IV. SPECIAL CONDITIONS

A. Compliance

The Developer agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this agreement.

B. Governing Law

The Developer agrees to comply with the requirements of the Title I of the Housing and Community Development Act of 1974, Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program, all federal regulations and policies issued pursuant to these regulations, and all notices issued in the Federal Register pertaining to these CDBG-CV funds. The Developer further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

C. IEDA

The project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG-CV program, and all governing regulations set by City ordinances and codes.

V. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall not be responsible for payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers Compensation Insurance for the employees of the Developer.

B. Hold Harmless

The Developer shall hold harmless, defend and indemnify the City, the State of Iowa and the Iowa Economic Development Authority, and their respective Board members, employees, agents, elected and appointed officials, harmless against all obligations, claims, losses, costs, damages, expenses (including the costs of the investigation), deficiencies, demands, and liabilities of whatsoever nature or kind including, but not limited to, attorney fees, including the reasonable value of time of the Attorney General's office, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment and, any loss from a judgment directly or indirectly resulting from, arising out of, or related to the subject matter of this agreement.

C. Workers' Compensation

The Developer shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this agreement.

D. Insurance and Bonding

The Developer shall carry sufficient insurance coverage to protect real estate and or personal property related to the Project from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The

Developer shall comply with the bonding and insurance requirements in Subpart C of OMB Circular A-110. The Developer shall have the City and the IEDA identified as additional insureds on any insurance policy it takes out related to the Project during construction and throughout the affordability period.

E. Grantor Recognition

The Developer shall insure recognition of the role of the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Specifically, the Developer must comply with the grantor recognition requirements as determined by the IEDA.

F. Amendments

The City or the Developer may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release the City or Developer from their obligations under this agreement.

The City may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other valid reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both the City and the Developer.

G. Suspension or Termination

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Developer under this agreement shall, at the option of the City, become the property of the City, and the Developer shall be entitled to receive just and suitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this agreement, in whole or in part, if the Developer materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Developer ineligible for any further participation in city contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Developer is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said funds until such time as the

Developer is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

H. Retention

The Developer shall retain all records pertinent to expenditures incurred under this agreement for a period of three (3) years after the date the state CDBG-CV contract has been closed by HUD. Records for non-expendable property acquired with funds under this agreement shall be retained for five (5) years after final disposition of such property. Additional information on retention is contained in Article 8 of the original IEDA agreement.

I. Disclosure

The Developer understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service or, in the case of a minor, that of a responsible parent/guardian.

J. Property Records

The Developer shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7) and 570.505.

K. National Objectives

The Developer agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meet the CDBG program's national objective, Housing Activities, as defined in 24 CFR Part 570.483.

L. Close-Outs

Developer obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

M. Reversion of Assets

Upon the expiration of this agreement, the Developer shall transfer to the City any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-CV funds, as well as ensure that any real property acquired or improved with CDBG-CV funds in excess of \$25,000 meets all requirements specified in 24 CFR 570.503(b)(7).

N. Building Standards

The Developer shall meet all applicable local codes, ordinances, zoning, and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) at the time of completion and for the duration of the Affordability Period. The Developer agrees to follow the state building code if no local codes are in place.

O. Audits and Inspections

All Developer records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, the Iowa Economic Development Authority, the Federal Government, or any of their designees at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The Developer hereby agrees to have agency audit(s) conducted in accordance with the Single Audit, formerly known as OMB Circular A-133.

P. Procurement

The Developer shall comply with 24 CFR 85.36 ("Common Rule"), the federal procurement regulations in 2 CFR 200, and the current IEDA policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

Q. Conflict of Interest

The Developer shall comply with the conflict of interest policy found at 24 CFR 570.489(h). Specifically, the employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Developers who exercise or have exercised any functions or responsibilities with respect to CDBG-CV activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

VI. ADMINISTRATIVE REQUIREMENTS

A. Applicable Laws

The Developer certifies and assures that the project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be

applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to:

1. Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Cost Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").
2. Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws,
3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
4. Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) (24 CFR 75); and regulations which implement these laws.
5. Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
6. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.), including the identification and evaluation of lead-based paint hazards and implementation of lead-based paint hazard control measures. To the extent that lead-based paint is located in any existing building at the project, the Developer shall provide the City with a plan for handling such lead-based

paint in a safe manner and in accordance with the foregoing regulations and comply with the plan during any construction at the project.

7. Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5) under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws. The Davis Bacon Act and the Contract Work Hours and Safety Standards Act only apply to residential projects if the project is for 8 or more units.
8. National Environmental Policy Act of 1969 and implementing regulations.
9. National Historic Preservation Act of 1966, as amended (16 USC 70) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the PROJECT.
10. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
11. Iowa CDBG Program Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program rules.
12. Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa Housing Fund Management Guide and the IEDA Audit Guide, as applicable.
13. Government-wide Restriction on Lobbying Certification At 24 CFR 87 (Appendix A) [Section 319 of Public Law 101-121] and implementing regulations.
14. Fair Labor Standards Act and implementing regulations
15. Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
16. Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended and as modified by the

waivers and alternative requirements published in the Federal Register on September 11, 2008.

17. Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
18. Drug-Free Workplace Act.
19. All Federal law and regulations described in 24 CFR subpart K.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Reporting and Monitoring: Hiring Practices during Construction

1. The Developer and their contractors must comply with the Equal Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex familial status or national origin and Section 3 of the Housing and Urban Development Act of 1968 as amended (12 USC 1701u) that requires to the greatest extent feasible, opportunities for training and employment arising from the funding provided to be offered low-income persons residing in the program service area. Also to the greatest extent feasible, contracts for work to be performed will be awarded to Certified Section 3 business concerns.
2. The Developer agrees to comply with the Section 3 requirements as applicable. Section 3 requirements provide that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project. The Developer or their contractors will be required to provide information related to labor hours worked on the project, and the income certification of labors in order to establish a percentage of Section 3 labor hours worked on the project. Additionally, the developer may need to report on marketing to Section 3 certified business concerns and residents. The Developer agrees that they will use their best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this context, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Developer may

rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation. The Developer or their contractor will be required to complete forms on Minority and Women Contractors and Section 3 hiring during the construction period on forms provided by the City before City releases final payments. The City will review these reports in conjunction with the Minority and Women Owned Business Plan submitted by the Developer.

3. Federal Davis-Bacon wage requirements are applicable to this Agreement if the number of units in the Project is 8 or more, or if any other non-housing construction work takes place. The Developer agrees to comply with 24 CFR Section 570.603 and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276(a) to (1-7) as it applies to any construction work financed in whole or in part with CDBG funds. All contracts and subcontracts for construction shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Developer shall maintain documentation and records which demonstrate compliance with wage and hour requirements, including contract provisions and payroll records.
4. The Developer also agrees to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5 if the Project is 8 units or more.
5. The Developer agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by the Department of Labor regulations contained in 24 CFR Part 3.
6. Contractor and Subcontractor Review. The requirements of 2 CFR Part 2424 are applicable to CDBG-CV Funds. The Developer shall obtain information on each contractor and subcontractor to prior to start of construction to determine if any contractor has been debarred or disqualified by HUD (24 CFR Part 5 and 24 CFR Part 24). The Developer shall not enter into a contract with any person, agency, or entity that is debarred, disqualified, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689. In the event that the Developer has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

B. Civil Rights

1. Nondiscrimination

The Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national

origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Developer will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post or otherwise make available equal opportunity and nondiscrimination information for employees and applicants for employment.

2. Section 504

The Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Developer with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

The Developer shall ensure, to the maximum extent feasible that five percent of the total dwelling units, or 0 units, shall be readily accessible to and usable by individuals with mobility impairments. An additional two percent, or 0 units, shall be accessible for persons with sensory impairments. The total number of units in this assisted project, regardless of whether they are all CDBG assisted, is used as the basis for determining the minimum number of accessible units.

C. Affirmative Action

1. Approved Plan

The Developer agrees that it shall comply with the City's Affirmative Action Program, in keeping with the principles as provided in Executive Order 11246.

2. WBE/MBE

The Developer will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

3. Access to Records

The Developer shall furnish and cause each of its sub-Developers to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, IEDA, HUD and/or their agents, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement
The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an equal opportunity or affirmative action employer.
5. Subcontract Provisions
The Developer will include the Civil Rights and Affirmative Action provisions of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Developer or vendor.

D. Conduct

1. Assignability
The Developer shall not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Developer from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
2. Subcontracts
 - (i) Approvals
The Developer shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the City prior to the execution of such agreement.
 - (ii) Monitoring
The Developer will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (iii) Content
The Developer shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.
 - (iv) Selection Process
The Developer shall undertake to ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
3. Copyright
If this Agreement results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

4. Religious Organization

The Developer agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with regulations specified in 24 CFR 570.200(j).

E. Eligibility Restrictions for Certain Resident Aliens (570.613)

1. Restriction

The Developer agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR Part 5 Subpart E are not eligible to apply for benefits under covered activities funded by CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through CDBG programs. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

2. Covered Activities

"Covered activities" under this section means activities meeting the requirements of Section 570.208(a)(3).

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the Developer obtaining certification as provided in 24 CFR Part 5 Subpart E, Section 5.508 evidencing citizenship or Section 5.510 eligible immigration status.

VIII. FINAL DISBURSEMENT

After completion of the improvements, the Developer will furnish the City a Disposition of Funds Statement, showing in detail how the loan proceeds have been disbursed. The City shall then provide a statement on the amount of retainage being held until the City approves the beginning date of affordability. By executing such statement, the Developer agrees that the improvements have been completed in accordance with the construction contract, except for any warranty items (which the Developer are responsible to have the warrantor correct). By such execution, the Developer further agree to assess no claim against the City, or any defense against collection of the loan, with respect to any defect or inadequacy in the construction, whether or not the Developer is aware of such defect or inadequacy. The following documents shall be provided upon construction completion:

- A. A certificate of occupancy;
- B. A certificate from the Developer stating the total construction cost;
- C. A certificate from a third party professional (architect or engineering firm) stating that the project has been completed in accordance with the plans and specifications, in a good and workmanlike manner and in accordance with all laws, ordinances, rules and regulations or all governmental authorities having or purporting to have jurisdiction over the project. This certification shall also include compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR Section 570.614; the Americans with Disabilities Act of 1990; the Lead Based Paint Poisoning Prevention Act (42 USC 4831(b) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR Part 35; and Section 504 of the Rehabilitation Act of 1973; and the regulations that implement these laws; and
- D. Evidence that the project has been completed lien-free (which evidence shall include without limitation, final lien waivers from the general contractor and all major subcontractors and expiration of the lien periods provided by applicable State law) in form and substance reasonably satisfactory to the City.

VIII. MISCELLANEOUS

A. Rules of Construction

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

1. Words importing the singular number include the plural number and words importing the plural number include the singular number;
2. Words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;
3. The table of contents and the headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect;
4. Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;
5. Any reference in this Agreement to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Agreement unless the context shall otherwise require;


6. Each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and
 7. When any reference is made in this document or any of the schedules or exhibits attached hereto to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.
- B. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.
 - C. No waiver by the City of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of the City in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.
 - D. No provision of this Agreement shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Agreement, except where specific rights in the IEDA are created herein.
 - E. This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court for Polk County or in the United States District for the Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the City or the State. By signing this Agreement, the Developer waives the right to jury trial in the event of any legal proceedings.
 - F. The Developer shall pay upon demand any and all reasonable fees and expenses of the City, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the City under this Agreement.
 - G. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all the parties hereto or is executed by an attorney in fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.
 - H. All representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement.

- I. Separability of Provisions; Rights and Remedies; Arbitration; Consistency with Program Requirements
1. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
 2. Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Agreement the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.
 3. The provisions of this Agreement are intended to implement CDBG-CV in accordance with Program Requirements and shall be interpreted consistently therewith. In the event of any conflict between the provisions of this Agreement and the Program Requirements, the Program Requirements shall govern and, to the extent necessary, the inconsistent provisions of this Agreement shall be without effect.
- J. This Agreement contains the entire understanding between the Developer and the City and any representations that may have been made before or after the signing of this Agreement, which are not contained therein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.
- K. Time is of the essence with respect to the performance of the terms of this Agreement.

– END OF DEVELOPMENT AGREEMENT –
– REFER TO FOLLOWING PAGE FOR SIGNATURES –

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City: **City of Ottumwa, Iowa**

By 
Richard W. Johnson, Mayor
City of Ottumwa, Iowa

Developer: **RG Property, LLC**

By: _____
Rod Grooms, Owner
RG Property, LLC

Exhibits:

Exhibit A – Project Application (Printed from iowagrants.gov)

Exhibit B – Mortgage

Exhibit C – Promissory Note

Exhibit D – Assignment of Leases and Rents

Exhibit E – Agreement for Covenants and Restrictions

Exhibit F – UCC Financing Statement

Exhibit G – Project Budget Summary



Application

380233 - CDBG COVID-19 - Non-entitlement - Final Application

442007 - ISU Building Upper-Story Housing Project
CDBG-COVID19

Status: Submitted Submitted Date: 04/22/2022 11:39 AM Submitted By: Bradley J. Grefe

Applicant Information

Primary Contact:

AnA User Id BRAD.GREFE@IOWAID
First Name* Bradley J. Grefe
Title: First Name Middle Name Last Name
Email:* brad.grefe@area15rpc.com
Address:* 224 E. 2nd St.
City* Ottumwa Iowa 52501
City State/Province Postal Code/Zip
Phone:* 641-684-6551 Phone Ext.
Program Area of Interest* CDBG
Fax:

Organization Information

Organization Name:* Area 15 Regional Planning Commission
Organization Type:* Councils of Government
DUNS: 16-402-4622
Unique Entity Identifier (UEI)
Organization Website: www.area15rpc.com
Address: PO Box 1110
Phone: Ottumwa Iowa 52501
City State/Province Postal Code/Zip
Fax: 641-684-4894 13 Ext.

Contact Information

Subrecipient

RG Property, LLC
Agency or Organization

Rod Grooms, Owner
Contact Name/Title

215 E. 4th St.
Address

Ottumwa

City

Wapello County

County

52501

Zip

641-954-9898

Phone

rod@rgconstruction.com

Fax

E-mail

Elected official

Honorable
Salutation

Richard

First Name

Johnson

Last Name

Suffix

Mayor
Title

105 E. Third St.
Address

Address 2

Ottumwa

City

Wapello County

County

52501

Zip

641-683-0600

Phone

mayor@ottumwa.us

E-mail Address

Applicant Information**Applicant**

City of Ottumwa

City/County/Cog

Ottumwa

City

Wapello County

County

Area 15 RPC

COG

Population

25023

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit www.SAM.gov for more information.

*

K1L6UC1WHZ93

UEI (Unique Entity Identifier)

Project Location

Provide the street address for City Hall for all area-wide benefit projects. Provide the street address for site-specific projects.

Project Address

307-309 E. Main St.

Address

Ottumwa

City

Wapello County

County

52501

Zip +4

Congressional District(s) Involved or Affected by this Proposal

2nd - Rep Marianne Miller-Meeks

Iowa Senate District(s) Involved or Affected by this Proposal

41

District Map

Iowa House District(s) Involved or Affected by this Proposal

81

District Map

Administrator

IEDA requires the applicant to contract for administration. Please identify entity:

Area 15 Regional Planning Commission

Project Information

Select Project Type:	Housing Conversion
Proposed project start date:	05/15/2022
Proposed project end date:	02/28/2023
Describe the level of local readiness for the project and steps applicant will take to ensure proposed project is completed within the allowable period.	<p>The project is ready to proceed to Section 106 review immediately upon award/contract. The HUD Environmental Review is complete except for the Section 106 process. Designs are ready to submit to SHPO for review. Upon approval, the FONSI/NOIRROF will be published and upon receipt of release of funds, the project is essentially ready to begin construction. The City requested and received approval for the owner of the property, RG Property/RG Construction, to act as the general contractor, thus avoiding the lengthy delays associated with procurement.</p> <p>RG Construction's prior experience with completing CDBG upper-story housing projects assures a competence for working with these funds. They also have an interest in completing this project as quickly as possible given the vacant nature of their first floor and basement, as well. The more quickly they can complete this project, the more quickly they can begin generating revenue necessary to redevelop the commercial/retail space down below.</p> <p>2,500 characters (maximum)</p>
Has a specific site been determined for the project?	Yes
Will there be land or property acquisition related to this project?	No
Will any activities be conducted in a 100- year floodplain?	No
Will project activity include demolition of a standing structure?	No
Name of Architect	Curtis Architecture & Design
Date Architect procured	09/01/2020
Are any of the building listed in this application owned by a city employee, elected official or family member of an employee or elected official?	No
What is the community's current vacancy rate?	12.3% http://www.westernes.com/Dashboard/Iowa/
Describe how current vacancy rate was determined	<p>The Ottumwa Housing Plan that was completed in 2021 analyzed 2019 ACS data which is also available at the IFA Dashboard link in this application. They noted that the Census data show 452 vacant rental units in Ottumwa, or 12.3% of all renter units.</p> <p>This data, however, did not align with the landlord survey that the consultant team completed with the plan in 2021. The respondents noted just a 4.3% vacancy rate. A copy of the Ottumwa Housing Plan is included in the Other Attachments.</p> <p>2,500 characters maximum</p>
Number of buildings in the project	1
Number of units in the project	3
Has the environmental review for this project been completed?	Yes
Is the project developer a for-profit entity who owns, or will own, the building?	Yes
Describe the developer/owner's previous experience with similar projects.	RG Property, LLC, is owned by Rod Grooms. Rod is also the owner of RG Construction, LLC, a general contractor in the City of Ottumwa with extensive background in completing CDBG facade and upper-story housing projects.
Describe the marketing plan for	MARKETING PLAN: <p>2,500 characters maximum</p>

completed units. How will the developer ensure at least 51% of all units in the project are made available to and occupied by low-and-moderate income (LMI) tenants?

Main Street Ottumwa and the City have been doing a good job recently of providing updates via Facebook with regard to a wide variety of construction projects going on in the community and downtown specifically. The property is already planned to participate in the upcoming MSO "Upstairs Downtown" tour that features downtown buildings in various states of repair. Plans for the proposed renovation and timelines will be shared with the public to generate interest in the construction.

Once completed, the owner will utilize available technologies, such as Facebook, to advertise any vacancies. Typically, downtown Ottumwa properties have waiting lists and are very rarely out of lease for more than a couple weeks.

COMPLIANCE MONITORING:

As the project will be monitored by IEDA for LMI compliance, the grant administrator has prepared a packet of CDBG upper-story housing program compliance guidelines that will be updated near the units' completion. When that time comes, the grant administrator will consult with the most current guidance from IEDA (including the latest HUD rent and income limits) to incorporate into the guide. Prior to the units' completion, the grant administrator will explain the guide to the owner and the City.

2,500 characters maximum

The community agrees to comply with HUD's Lead Safe housing Regulations?

Yes

The Contract Administrator and Developer/Owner agree to comply with the 3-Year Period of Affordability by submitting the IEDA Annual Period of Affordability Report?

Yes

The community agrees to comply with IEDA CDBG assistance requirements as outlined in this application, program guidance, and state/federal rules

Yes

Project Specific Attachments

- Map of project area 22CVH307 - Project Area Map.pdf
- Bid/ Cost estimates (please combine all base estimates into one pdf) 22CVH307 - Budget Estimates.pdf
- Proforma – including minimum 10-year operating projections. For Scattered Site Projects, provide a single proforma that includes all rental units, income and expenses for the project. 22CVH307 - ProForma.pdf
- Site control (not necessarily ownership) for each lot in the project. Include property addresses and legal descriptions (Purchase Agreement) 22CVH307 - Site Control.pdf
- List of known development team members showing roles and responsibilities and contact information 22CVH307 - Project Development Team.pdf
- Documentation of Proper Zoning 22CVH307 - Ottumwa Zoning.pdf
- Financial commitments including terms for construction and permanent financing for all sources of funds other than CDBG 22CVH307 - Financial Commitments.pdf

Microenterprise
(Complete this section for Microenterprise projects ONLY)

Name of Business	# of Employees	Use of Funds	CDBG Amount Requested	Amount of Local Copy of the 2 most recent payrolls from the microenterprise Match business
------------------	----------------	--------------	-----------------------	--

External Funds

Date Received	Amount	Source Of Funds	Remaining Unspent Funds	Describe the Use of Funds
---------------	--------	-----------------	-------------------------	---------------------------

Housing Conversion Property Details

Developer and/or LLC MUST be a for-profit entity and own the building.

Property Owner RG Property, LLC <small>Owner/Developer/LLC</small> Rod <small>First Name</small> 215 E. 4th St. <small>Address</small> Ottumwa <small>City</small> Wapello <small>County</small> 641-954-9898 <small>Phone</small>	Grooms <small>Last Name</small> iowa <small>State</small> 52501 <small>Zip Code + 4</small> rod@rgconstruction.com <small>E-Mail</small>
---	---

Proposed Rental Property

Proposed Rental Property 1

Building Address* Building Description/Type Legal Description (1,000 character maximum) Building Codes applicable to this project (1,500 characters maximum) Efficiency 1-Bedroom 2-Bedroom 3-Bedroom 4-Bedroom Number of proposed new rental units CDBG Assisted Units Number of ADA Accessible units Is the proposed Rental Property located in a 100-year flood plain? Do you have a LOMA/LOMR? Please upload the LOMA/LOMR Document:	307-309 E. Main St. Ottumwa Iowa 52501 Two-Story Mixed-Use The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa. The City of Ottumwa currently utilizes the 2015 International Building Code. 0 0 2 2 1 1 0 0 0 0 0 3 3 0 No
---	--

Is the proposed Rental Property an upper-story project in an existing downtown?	Yes
Is the property free of debris/trash to allow for conversion work?	Yes
Please upload a picture of the property showing the site is free from debris	22CVH307 - Debris.pdf
Is the property in a designated Opportunity Zone?	No
Provide the Zone/Census Number	
Is the proposed Rental Property a conversion of an existing building into new housing units?	Yes
Is this project associated with a mixed-use project including commercial venture(s)?	No
At/below 80% (assisted units)	3 100.0%
Market-Rate/Other	0 0%
Total Units	3 100.0%

Maximum Rents

MAXIMUM RENTS for LMI assisted units	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
65% Rent	\$0.00	\$865.00	\$1,039.00	\$0.00	\$0.00

Project Rents

Project Rents	Efficiency Market Rate	Efficiency LMI Assisted Rate	1-Bedroom Market Rate	1-Bedroom LMI Assisted Rate	2-Bedroom Market Rate	2-Bedroom LMI Assisted Rate	3-Bedroom Market Rate	3-Bedroom LMI Assisted Rate	4-Bedroom Market Rate	4-Bedroom LMI Assisted Rate
Gross Rents	\$0.00	\$0.00	\$0.00	\$865.00	\$0.00	\$1,039.00	\$1,192.00	\$0.00	\$0.00	\$0.00
- Utility Allowance (electric, gas, sewer)	\$0.00	\$0.00	\$0.00	\$171.00	\$0.00	\$228.00	\$282.00	\$0.00	\$0.00	\$0.00
Net Market Rate	\$0.00	\$0.00	\$0.00	\$694.00	\$0.00	\$0.00	\$811.00	\$0.00	\$0.00	\$0.00

What source was used to determine the Utility Allowances for tenant-paid utilities?	Ottumwa Housing Authority
Please attach source documentation:	22CVH307 - Rent Utility Allowances.pdf
What is the effective date of the HOME rents recorded in the tables above?	06/01/2021
What is the source of the rents recorded in the tables above?	County
Do all LMI assisted units have Gross Rents (Net Rents + Utility Allowances) at or below the 65% Rent limit?	Yes

Will any utilities be provided by the owner and included in the tenant's monthly rent? No

What rents are used in your proforma? Net Rents

Provide a breakout of the rental income used in the proforma including rents per unit size for the first year. (2,500 characters maximum)

12 months x \$675 (1BR Net Rent/No Utilities Included) x 2 units = \$1,350/month.
12 months x \$800 (2BR Net Rent/No Utilities Included) x 1 unit = \$800/month.
Monthly Rental Income = \$2,150.
Proforma Rental Income Year 1 = \$25,800.

Example:
12 months x \$500 (1 bedroom Net Rent – no utilities included) x 10 units = \$60,000.
12 months x \$700 (2 bedroom Net Rent – no utilities included) x 10 units = \$84,000.
Proforma Rental Income Year 1 = \$144,000.

Construction Cost Detail

Row	Item Description	Estimated Quantity	Estimated Cost
Item 1			\$0.00
Item 2			\$0.00
Item 3			\$0.00
Item 4			\$0.00
	Totals		\$0.00

Professional Fees and Permits

Description	Estimated Cost	
Final Design	\$0.00	
Construction Administration	\$0.00	
Permits/Archaeological Survey	\$0.00	
Legal and Bonding Fees	\$0.00	
CDBG Administration	\$0.00	
Other (Please specify below)	\$0.00	
	Totals	\$0.00

Related Construction Costs

Description	Related Construction Estimated Cost	
Real Property/Easements/Acquisition	\$0.00	
Contingencies	\$0.00	
Other (Please specify below)	\$0.00	
	Totals	\$0.00

Other Narratives

If other Professional Fees and Permits, please describe:

If other related construction costs, please describe:

Preparer

Date Prepared:

Estimates Prepared by:

Address/Phone/E-mail:

Fiscal Year

Fiscal Year Start/End Date:

Start

End

Cash Available

Cash Available	Year 1 (Current Fiscal Year)	Year 2 (Construction Begins)	Year 3	Year 4
Beginning cash balance	\$0.00	\$0.00	\$0.00	\$0.00
Operating Income				
1:	\$0.00	\$0.00	\$0.00	\$0.00
2:	\$0.00	\$0.00	\$0.00	\$0.00
3:	\$0.00	\$0.00	\$0.00	\$0.00
4:	\$0.00	\$0.00	\$0.00	\$0.00
Additional sources				
Proceeds from loans	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds from grants	\$0.00	\$0.00	\$0.00	\$0.00
Donations	\$0.00	\$0.00	\$0.00	\$0.00
Interest income	\$0.00	\$0.00	\$0.00	\$0.00
Other (please specify below)	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00

Cash Available (1 - 4)

Item 1:

Item 2:

Item 3:

Item 4:

Cash Outflow

Cash Outflow	Year 1 (Current Fiscal Year)	Year 2 (Construction Begins)	Year 3	Year 4
Operating Expenses				
1.	\$0.00	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00	\$0.00
4.	\$0.00	\$0.00	\$0.00	\$0.00
5.	\$0.00	\$0.00	\$0.00	\$0.00
6.	\$0.00	\$0.00	\$0.00	\$0.00
7.	\$0.00	\$0.00	\$0.00	\$0.00
8.	\$0.00	\$0.00	\$0.00	\$0.00

New Construction, equipment, & other capital investments	\$0.00	\$0.00	\$0.00	\$0.00
Loans (principal and interest)	\$0.00	\$0.00	\$0.00	\$0.00
Transfers to funded depreciation account	\$0.00	\$0.00	\$0.00	\$0.00
Transfers to other accounts	\$0.00	\$0.00	\$0.00	\$0.00
Other (Please specify below)	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00

Cash Outflows

- Item 1:
- Item 2:
- Item 3:
- Item 4:
- Item 5:
- Item 6:
- Item 7:
- Item 8:

Other Account Balances

Other Account Balances	Year 1 (Current Fiscal Year)	Year 2 (Construction Begins)	Year 3	Year 4
Funded Depreciation Account - for item like future equipment replacement, site development, and facility expansion or improvements	\$0.00	\$0.00	\$0.00	\$0.00
Reserve Account	\$0.00	\$0.00	\$0.00	\$0.00
Other accounts (Please specify below)	\$0.00	\$0.00	\$0.00	\$0.00
Investments (Please specify below)	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00

Grand Totals

Row	Grand Total Year 1	Grand Total Year 2	Grand Total Year 3	Grand Total Year 4
Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00

Misc.

If other cash available, please describe:

If other cash outflow, please describe:

If other accounts balances, please describe:

If other investments, please describe:

If a Subrecipient, please provide name, address and phone.

Name:

Address:

Phone:

Stormwater Project

Is this a stormwater project? No

****If yes, complete the form below.****

User Fees & Revenues

Row	Water Fees	Sewer Fees
Current average monthly residential bills	\$0.00	\$0.00
Projected average monthly bill with CDBG funds	\$0.00	\$0.00
Projected average monthly bill without CDBG funds	\$0.00	\$0.00

Number of Users

Row	Water	Sewer
Number of residential users		
Number of non-residential users (i.e. schools, businesses, hospitals, etc.)		

Rate Increase

Month/Year of last water rate increase

Month/Year of last sewer rate increase

Bond & Debt Information

City only, do not include county/school district levies

Current Tax Levy	\$0.00 <small>/ \$1,000 of assessed value</small>
Bonding Capacity	\$0.00 <small>5% of assessed valuation</small>
Current General Obligation Bond Indebtedness	\$0.00

Detail of Existing Debt

Row	Debt Type (Rev. Bond, GO Bond, Other)	Purpose	Issue Date	Issue Amount	Year of Retirement
Water Utility Debt 1				\$0.00	

Water Utility Debt 2	
Water Utility Debt 3	\$0.00
Water Utility Debt 4	\$0.00
Sewer Utility Debt 1	\$0.00
Sewer Utility Debt 2	\$0.00
Sewer Utility Debt 3	\$0.00
Sewer Utility Debt 4	\$0.00
All Other Debt 1	\$0.00
All Other Debt 2	\$0.00
All Other Debt 3	\$0.00
All Other Debt 4	\$0.00

Outstanding Debt

Total outstanding water utility debt (GO Bonds, Revenue Bonds and other debt):	\$0.00
Total outstanding sewer utility debt (GO Bonds, Revenue Bonds and other debt):	\$0.00

Individual Building Detail

Budget Activity

Row	Activity	Activity Description	Reimbursement	Performance Targets	CDBG Amount	Local Amount	Total Activity Amount	Total CDBG Award	Total Local Amount
Activity 1	731 - Rental Rehabilitation - Small LMI (Max. 7 units)	Housing Conversion	Yes	Two 1BR and One 2BR Apartment Units	\$480,000.00	\$104,000.00	\$584,000.00	\$480,000.00	\$104,000.00
Activity 2					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Activity 3					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Activity 4					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Activity 5					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration	181 - Administration	CDBG Administration	Yes		\$20,000.00	\$0.00	\$20,000.00	\$20,000.00	\$0.00
Totals					\$500,000.00	\$104,000.00	\$604,000.00	\$500,000.00	\$104,000.00

Sources of Local Funding

Row	Source of Local funding	Amount	Local Funds Secured?	Date Local Funds Will be Secured
Source 1	Other	\$15,000.00	Yes	City Resolution: 96-2022
Source 2	Other	\$89,000.00	Yes	RG Line of Credit
Source 3		\$0.00		
Source 4		\$0.00		
Totals		\$104,000.00		

Construction, Professional Fees and Administration

Activity	Estimated Cost	Comments
Construction Cost (MUST equal total base construction cost as entered on the Individual Building Details form)	\$0.00	
Architect Final Design/Construction Observation	\$0.00	
Permits/Surveys/Testing Fees	\$0.00	
Legal Fees	\$0.00	
CDBG Administration	\$0.00	
Real property/easements	\$0.00	
Contingencies	\$0.00	
Other - Please Describe (100 max. characters)	\$0.00	

Investment Equity

Row	Amount of Tax Credit
Workforce Housing Credit	\$0.00
Historic Tax Credits - State	\$0.00
Historic Tax Credits - Federal	\$0.00
Other Tax Credits	\$0.00

Sources of Funding (Housing Conversion)

Sources	\$ Amount	Type	Rate	Term (Yrs)	Amort (Yrs)	Debt Service	Security	Comments
Conventional Debt								
Add Provider in Comments	\$89,000.00	Loan	0%					RG Line of Credit
Iowa Economic Dev. Authority (IEDA)	\$500,000.00	Grant	0%					CDBG-CV
Federal Home Loan Bank								
Affordable Housing Program (AHP)	\$0.00		0%					
Cash	\$0.00		0%					
Land Value	\$0.00		0%					
Other Value	\$0.00		0%					
City Contribution	\$15,000.00	Grant	0%					City CIP
Other (Specify in comments)	\$0.00		0%					
Totals	\$604,000.00							

Uses of Funds (Housing Conversion)

Use Description	Amount	Sources of Funds (Mandatory)
Administration	\$20,000.00	CDBG
Land Acquisition	\$0.00	N/A
Building Acquisition	\$0.00	N/A
Demolition	\$0.00	Included in Construction Estimate
On-Site Improvements	\$0.00	Included in Construction Estimate
Construction	\$575,000.00	CDBG, City, Owner
Contingency (MUST be <10%) Not Eligible CDBG	\$0.00	N/A
Architect & Engineering	\$7,500.00	Owner
Lead Hazard Abatement	\$0.00	N/A
Financing Costs	\$0.00	N/A
Fees and Charges	\$1,000.00	CDBG, City, Owner
Legal & Accounting	\$500.00	CDBG, City, Owner

Owner/Developer Fee (12% or less)	\$0.00	Included in Construction Estimate (10%)
Other (Specify)	\$0.00	N/A
Totals	\$604,000.00	

Survey Tabulation Results

Is the Survey Tabulation Results required?*	Not Applicable
City and Township LMI Percentage based on 2011 - 2015 American Community Survey data:	The LMI percentage can be found at "City and Township LMI based on 2011 - 2015 American Community survey;" under the heading " Recipient Income Requirements and Census Information " at the following link: www.iowaeconomicdevelopment.com/userdocs/documents/leda/CityLMI-MarginOfErrorBasedOn2011-2015AmericanCommunitySurveyData.xlsx .
Month and year the survey was conducted	
Description of the survey method used	
Total number of households in the project area	
Number of households in the project area that were contacted (include contacts with no answer)	The minimum number of households contacted MUST equal the number generated from the Sample Size Calculator. (http://www.surveysystem.com/sscalc.htm)
Number of usable responses	
Percent of households responding	0 This number MUST BE 100% TO BE VALID
How many persons were below the LMI income figure?	
How many persons were above the LMI income figure?	
Total number of persons responding:	
Percent of persons below the LMI income figure	0
Percent of persons above the LMI income figure	0
Total number of persons in the project area	(For community-wide benefit projects, most current certified population figure.)
Total number of LMI Persons benefiting	
If respondents were asked other questions in addition to income, provide a breakdown of responses by number and percent of the total responding.	

Project Beneficiaries

Number of individuals currently served:*	0
Number of individuals to be served at project completion:*	4

LMI Benefit Chart

Row	Project Activity (as listed on the budget)	Total Persons Served	Total LMI Persons Served	LMI Benefit
Activity 1	731 - Rental Rehabilitation - Small LMI (Max. 7 units)	4	4	100.0%
Activity 2				0%

Source of LMI Benefit Information Provided Above (Check one)

Local Income Survey

Special Census

Limited Clientele (presumed 51%) Yes

HUD LMI % Based on 2011-2015
ACS Data

Please use LMI data available on our web site at <https://www.iowaeconomicdevelopment.com/userdocs/documents/leda/CityLMI-MarginOfErrorBasedOn2011-2015AmericanCommunitySurveyData.xlsx>.

Other

If Other, please specify

Beneficiary Race/Ethnicity

White

Number of Persons

Black/African American

Number of Persons

Asian

Number of Persons

American Indian/Alaskan Native

Number of Persons

Native Hawaiian/Other Pacific
Islander

Number of Persons

Other Multi-racial

Number of Persons

Ethnicity

Hispanic

Number of Persons

Non-hispanic

Number of Persons

Project Feasibility/Impact Narrative

Describe the proposed project activities and who the project will serve.

The proposed project will develop three new affordable rental housing units in the Main Street Ottumwa [downtown] district through the rehabilitation of a building's vacant upper story. The project will serve the individual property owner and the community as a whole by making improvements to an underutilized property in a reemerging mixed-use district.

Describe how your community has been impacted by coronavirus, including the existing conditions, need, and problems that will be resolved by this project

The City of Ottumwa is a regional hub for housing, industry, retail, and entertainment in Southeast Iowa. During the early phases of the pandemic, COVID restrictions, shut-downs, and work-from-home situations negatively impacted the businesses, shops, and restaurants throughout the community. The combination of fewer people visiting downtown on a daily basis and the capacity limitations for certain institutions led to less-than-typical business activity for most. As the pandemic has, and continues to draw on, downtown Ottumwa businesses have adapted differently. Ottumwa has been fortunate to see a couple of building transactions that should lead to an increase in commercial development on first-floor spaces with existing residential units above.

On the flip-side, an inbound call center that had been located in a nearby single-story building and employs over 200 people opted not to renew its lease this year in favor of letting their employees work remotely from home. Similarly, a single-story building at the other end of the block that had been used as a business incubator/market was vacated early-on in the pandemic, largely because of the COVID restrictions. Luckily, the owners of that building were able to come to an agreement with the local school district to renovate that building into a "career campus" for enhanced learning opportunities for high school students. It is fortunate that this was constructed just a block away from the high school building downtown rather than out by the highway. This has created several new part-time and full-time jobs for school employees. Young teachers coming to the community could benefit from having quality, affordable housing within walking distance to their jobs.

Since becoming a Main Street community, Downtown Ottumwa has seen a drastic shift in attitudes toward renovating properties rather than letting them sit and continue to deteriorate. And, although Ottumwa has seen a vast improvement in building conditions, first-floor occupancy remains a major concern. Though most spaces that can be occupied in downtown are occupied, Ottumwa's experience over the last decade is that building residential units first provides two catalyzing benefits: 1) it provides that stable, more predictable stream of revenue for the building owner and 2) it brings more bodies downtown that represent potential customers for first-floor businesses. A major problem that will be remedied through this grant project is providing three new residential opportunities in a building that has been used for nothing but storage for nearly two

decades. The expectation is that by leveraging grant funds to improve the upper-level space, the future revenues from tenant leases will be able to make financing the rehabilitation of the first floor and basement into commercial/retail opportunities feasible.

Describe how the planned activity prevents, prepares, and/or responds to coronavirus.

The proposed project will create three new housing units in a chronically vacant building within an established area of the community. It has become clear to the City and downtown building/business owners alike that having upper-story residences helps with the stability of the local economy. From the owners' perspectives, having residential units upstairs provides a stable revenue stream for the building that is less susceptible to the unpredictability/risks that the pandemic has shown for commercial, retail, and bar/restaurant ventures. With predictable revenues from the apartments, most building owners have been able to move toward renovating their main-level spaces. In fact, nearly every building in downtown that has added a residential unit upstairs in the last ten years has either completed a first-floor renovation or have begun the gut-rehab process so that a commercial/retail build-out can begin. Ottumwa has a demonstrated history that building upper-story housing helps to stabilize properties and strengthen the demand for businesses on the ground level. Although Downtown Ottumwa is trending in a very positive direction, there is a very long way to go.

Describe specific outcomes of the project including a description of the new or increased level of service that will result from the completion of the project.

The direct outcome of this project will be the creation of three new rental housing units in downtown Ottumwa—two 1-bedroom units and one 2-bedroom unit. The Ottumwa Housing Plan revealed a need to add 500 housing units to the community's stock by the year 2030. Compared to peer cities, Census data showed Ottumwa had a higher increase in cost-burdened renters between 2010 and 2019. This is due to a low rental inventory that drives up rental prices and an aging housing stock that lowers the values of homes for purchase. Adding new rental housing options—particularly in existing buildings downtown—will help to correct both of these issues.

Ottumwa currently has an average need to build 50 new units over the next eight years. The number of affordable housing units [less than \$1,000/month] needed by 2030 is 152, or 19 new units per year. This project would satisfy about 15% of this year's need. Additionally, it continues to work toward the need of removing slum/blight conditions that Ottumwa has been aggressively pursuing over the last decade.

How has the number of beneficiaries been documented?

The estimate of 4 beneficiaries is based off of one new person served per bedroom created. The CDBG-CV program requires tenant invoice verification of the first three years after completion and compliance will be monitored by IEDA.

What is the timeline for project completion? Identify major milestones.

- 04/22/22 - Submit Application
- 05/13/22 - CDBG Award/Contract
- 05/16/22 - Submit Section 106 Consultation to SHPO
- 06/15/22 - Publish FONSI/NOIRROF (15-Day Comment Period)
- 07/01/22 - Submit RROF (15-Day Comment Period)
- 07/18/22 - Release of Funds
- 07/19/22 - Subrecipient Agreement/Pre-Construction Meeting/Notice to Proceed
- 07/20/22 - Construction Begins
- 01/20/22 - Construction Complete
- 02/28/23 - Project Close-out

I understand that the CDBG-CV funds prohibit duplication of benefits (DOB) and I agree to adhere to IEDA's DOB policy and procedures when executing this project. Yes

I acknowledge that CDBG-CV funds MUST be spent on awarded projects by 7/20/2023. Yes

I understand that if awarded, funds for this project may not be available from IEDA after 7/20/2023. Yes

Describe how the recipient and other entities involved in this project will ensure that CDBG CV funds awarded will be spent by 7/20/2023.

The accelerated timeline provided in this application is based off of a project completed in 2020 with the grant administrator, architect, and

contractor. The interior has been gutted and is essentially ready to begin construction immediately upon release of funds as the City has selected a property owner who will be the general contractor. RG Construction has been pre-approved by IEDA [see Other Attachments].

Please list the amount/percentage of CDBG CV funds anticipated to be spent on this project by the applicable date:

7/20/2021	\$0.00	0%
	Amount of Funds	Percentage of Funds
7/20/2022	\$50,000.00	10.0%
	Amount of Funds	Percentage of Funds
07/20/2023	\$450,000.00	90.0%
	Amount of Funds	Percentage of Funds

Is there documented citizen support for the project? (please upload supporting documentation) Yes

Describe the organization that will provide the service and act as subrecipient for the project. List key individuals who will be responsible for the day-to-day operations and provide specific information regarding their experience and ability.

The subrecipient is the owner/developer and general contractor for the property proposed for improvements. The Project Development Team attached identifies the contract names, roles, and information related to the execution of the project. The project roles and responsibilities are summarized below.

Project Coordinator: Facilitate discussions among all other roles to ensure that the process from concept to completion flows smoothly. Act as a liaison between all parties directly and indirectly involved in the project.

Responsible Entity: As the City will be the Responsible Entity, the City contact will be the main point of contact for the Project Coordinator, Architect, and Grant Administrator. He shall assist the Grant Administrator and Architect in setting up any required public hearings, notices, etc. He will also facilitate the City's standard duties, including approving/processing pay applications, signing required forms, etc.

Grant Administrator: Act as the liaison for project partners and IEDA. Prepare and submit grant application, ensuring that proper CDBG procedures are followed. Ensure that federal regulations are followed for all project activities. Prepare and submit reimbursement requests and other required forms on behalf of the City and/or owner.

Architect: Provide preliminary designs and cost estimates for the grant application. Prepare final designs and specifications. Ensure that the project designs, specifications, and construction activities adhere to applicable IEDA/HUD criteria. Provide for on-site construction observation. Review and approve pay applications from the construction contractor. Review and communicate change orders to City and grant administrator.

Owner/Contractor: Review/sign required agreements. Act as the general contractor for the project. Submit documentation to the City/grant administrator for review and approval, as needed.

Specify the organization's legal status and date of incorporation. LLC incorporated 08/01/2011

Why are CDBG funds essential to the project?

The City of Ottumwa acquired this building in 2019 through Iowa Code Chapter 657A [Abandoned or Unsafe Buildings - Abatement by Rehabilitation] due to its unsanitary conditions and its imminent threat to neighboring structures. The owner at the time had removed and never reinstalled the roof membrane on the back half of the building and it began to collapse. The City sold the building to RG Property in February 2020 and they immediately began efforts to stabilize the property and abate the immediate nuisances related to debris and mold. To date, RG has spent over \$200,000 to clean up the property and "seal the envelope" [see Photos in Other Attachments]. The building currently is a shell that needs to be completely renovated from the basement to the second floor—a total project cost of nearly \$2 million.

CDBG funding is essential to expedite the overall redevelopment of the property from a blighted nuisance to a functional part of the downtown. The upper-story improvements represent approximately one-third of the remaining costs of this building's projected redevelopment, but represent approximately half of the property's potential rent. By focusing first on renovating the upstairs into three rental apartment units, the property can begin generating the revenue needed to finance the renovations of the commercial/retail spaces. Without CDBG assistance, it is likely that any renovations would take several years to complete and at great risk to the owner/contractor.

Community Development and Housing Needs Assessment

Community Development and Housing Needs of LMI Persons

1. Strengthen neighborhoods and create healthy, safe, and affordable housing environments.

2. Update and enforce zoning, building, and nuisance codes.
3. Continued improvements to utility systems including water treatment and distribution, sanitary sewer collection and treatment, stormwater system separation, and broadband internet.
4. Economic development, including the creation/retention of living wage jobs.
5. Downtown revitalization to create vibrant downtown commercial districts along Main Street and the Oxbow, including high quality upper-story housing opportunities.
6. Improve connectivity of multi-modal trail system to encourage walking and bicycling for transportation.
7. Provide programs and services to address food insecurity.

Other Community Development and Housing Needs

1. Continue to promote economic development and attract new local businesses in the City.
2. Road and sidewalk improvements to strengthen neighborhoods and create healthy, safe environments in affordable neighborhoods.
3. Continue to support infill housing activity with grant funds and tax abatement programs.
4. Provide trails for walking and biking to increase connectivity.
5. Utilize vacant land and facilities for housing and/or mixed-use development.

Planned or Potential Activities to Address Housing and Community Needs

1. Carry out recommendations outlined in the Our Ottumwa 2020 Comprehensive Plan, specifically identified in Chapter 13: Implementation and Chapter 14: Amendments.
 1. Housing Goals
 1. Maintain and improve the existing residential neighborhoods
 2. Foster investment and growth in new housing in all categories and prices
 2. Quality of Life Goals
 1. Continue to enhance and improve the Downtown and Riverfront
 2. Maintain and expand the existing parks and open space system, recreation programs, and trails network
 3. Develop additional library and community meeting space to serve the changing needs of Ottumwa
 4. Protect and enhance the community's natural resources
 5. Improve the City's sanitary sewer infrastructure
 6. Preserve the historical and cultural heritage of Ottumwa
 7. Promote community pride and stewardship of place
 8. Apply for grants to address food insecurity in the community
 3. Growth Goals
 1. Secure an economic leadership role for Ottumwa in its seven-county region
 2. Focus on new industrial and commercial development to grow the community's tax base
 3. Retain quality employers and make Ottumwa their first choice for any business expansion
 4. Grow and support the community's labor pool
 5. Update the City Zoning and Subdivision regulations to reflect the goals and recommendations of the Comprehensive Plan
 6. Complete strategic annexations to ensure an adequate supply of land for future development, especially around the airport and highway interchanges
 7. Continue to partner with the Legacy Foundation and Indian Hills Community College to support job training and business development / incubation
 8. Invest in Airport infrastructure for commercial and industrial development
 9. Seek opportunities to make improvements that will create long-term savings in costs and energy use
 10. Promote a viable and economically resilient Quincy Place area, with updated tenants, improved pedestrian appeal, and a broader mix of uses
 11. Develop and expand upon arts & cultural local economic development opportunities for Ottumwa residents and businesses
2. Carry out recommendations outlined in the update of the 2021 Ottumwa Housing Plan:
 1. Annually identify and target neighborhoods for cleanup assistance, code enforcement, nuisance abatement and demolition of dilapidated structures.
 2. Improve community outreach and communication regarding home improvement and housing assistance programs available to Ottumwa residents and residential developers.
 3. Create an enhanced program to acquire and award blighted or vacant residential lots for in-fill development.
 4. Develop a tiered incentives program and policy to support new residential construction: Type, size, and price point.
 5. Continue to seek partnerships with the development community to build new housing.
 6. Promote the development of accessible, senior housing across the continuum of care and accessible housing for people with disabilities.

Date assessment was prepared	03/15/22
Location where assessment was prepared	City Hall
Number of local residents participating	30

Citizen Participation Checklist

Statutory Requirements (All CDBG Applications)

Part I – Public Noticing Requirements

Public Notice met (Not less than 4 days and no more than 20 days)*	Yes
Published in a newspaper of general circulation*	Yes
Affidavit of Publication and copy of publication uploaded?*	Yes
Documentation that Public Notice was posted in three public places is uploaded (if applicable)*	Not Applicable
Documentation includes dates and places posted*	Not Applicable
Held prior to governing body's final action regarding the filing of the application*	Yes
<i>Public Notice states:</i>	
Specific grounds for the public hearing*	Yes
Date of Public Hearing	04/05/2022
Time of Public Hearing	5:30 PM
Hearing Location	105 E. Third St.
City/Zip	Ottumwa 52501

Part II – Public Hearing Requirements

Minutes of public hearing are uploaded*	Yes
Was the need for the activities identified?*	Yes
Was the funding of the proposed activities and the sources of funds explained?*	Yes
Was the date the CDBG application will be submitted provided at the meeting?*	Yes
Was the amount of the requested federal funds provided at the meeting?*	Yes
Estimated portion of federal funds that will benefit low- and moderate-income persons was stated?*	Yes
Location of proposed activities stated?*	Yes
Were plans to minimize displacement of persons and businesses resulting fo funded activities discussed?*	Yes
Were plans to assist persons actually displaced discussed?*	Not Applicable
Were the nature of the proposed activities discussed?*	Yes

Other Attachments

File Name	Description	File Size
22CVH307 - Designs for SHPO Approval.pdf (2.4 MB)	Architectural designs ready for SHPO Review.	2.4 MB
22CVH307 - Ottumwa Housing Study (2021).pdf (13.1 MB)	2021 Ottumwa Housing Plan	13.1 MB

22CVH307 - Our Ottumwa Comprehensive Plan (Excerpt).pdf (2.2 MB)	Implementation Chapter of the 2020 Our Ottumwa Comprehensive Plan	2.2 MB
22CVH307 - Owner-Contractor Approval.pdf (702 KB)	Request and approval for owner of the property to be the general contractor on the project.	702 KB
22CVH307 - Photos.pdf (4.7 MB)	Comparison photographs demonstrating property improvements to date.	4.7 MB

Required Attachments

Attachment	Description	File Name	Type	File Size
Documents Required to be submitted with this application				
A PDF of the original newspaper publication and Affidavit of Publication evidencing the newspapers name and date published, OR Documentation the Public Notice has been posted in three (3) places within the community, and names of posted areas listed, signed and dated by municipality.	Notice for Public Hearing	22CVH307 - Public Hearing Notice.pdf	pdf	648 KB
Documentation that a Community Development Housing Needs Assessment was completed at the Public Hearing for this Project.	Notice, Agenda Packet, and Minutes of Public Hearing where the CDHNA was updated [03/15/22]	22CVH307 - CDHNA Public Hearing Packet (2022).pdf	pdf	1.2 MB
Minutes of public hearing Minutes must include eight required points as listed under Part II Public Hearing Requirements.	Notice, Agenda Packet, and Minutes of Public Hearing for CDBG Application.	22CVH307 - Public Hearing.pdf	pdf	8.3 MB
Completed HUD Disclosure Form 2880 (Applicant/Recipient Disclosure/Update Form). Download the form from http://portal.hud.gov/hudportal/documents/huddoc?id=2880.pdf	HUD Disclosure Form	22CVH307 - HUD Disclosure Form.pdf	pdf	516 KB
Federal Assurances Signature Page. Click here for the form. If joint application, one for each entity must be included	Federal Assurances Signature Page	22CVH307 - Federal Assurances.pdf	pdf	442 KB
Adopting IEDA's DOB Policy and Procedures with Documentation of City Council Approval Download IEDA's DOB Policy and Procedures.	City Council Resolution Adopting IEDA's DOB Policy	22CVH307 - Resolution Adopting DOB Policy.pdf	pdf	748 KB
Procurement completed for Administrative Services	Resolution identifying the intent to hire the COG to perform grant administration services, if awarded.	22CVH307 - Resolution for Grant Admin.pdf	pdf	746 KB
Signed agreements between subrecipient and other parties Documentation of non-profit status of subrecipient				
Floodplain Map	Ottumwa Floodplain Map	22CVH307 - Floodplain Map.pdf	pdf	8.6 MB
Required for Housing Conversion ONLY				
Draft Environmental Review	Draft Environmental Assessment	22CVH307 - Environmental - EA Packet (DRAFT).pdf	pdf	19.4 MB

Minority Impact Statement

Question # 1

1. The proposed grant programs or policies could have a disproportionate or unique **POSITIVE IMPACT** on minority persons. *

No

If YES, describe the positive impact expected from this project

Indicate the group(s) positively impacted.

Question # 2

2. The proposed grant project programs or policies could have a disproportionate or unique **NEGATIVE IMPACT** on minority persons. *

No

If YES, describe the negative impact expected from this project.

If YES, present the rationale for the existence of the proposed program or policy.

If YES, provide evidence of

consultation with representatives of the minority groups impacted.

Indicate the group(s) negatively impacted.

Question # 3

3. The proposed grant project programs or policies are NOT EXPECTED TO HAVE A DISPROPORTIONATE OR UNIQUE IMPACT on minority persons. *

Yes

If YES, present the rationale for determining no impact.

The proposed activity involves the rehabilitation of a vacant upper-level space owned by a non-handicapped, non-minority male.

Certification

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

Yes

Name of Person Submitting Certification. *

Rick Johnson

Title of Person Submitting Certification*

Mayor

Return To: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Prepared By: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Grantor/Taxpayer: RG Property, LLC
215 E. Fourth St., Ottumwa, IA 52501
Telephone: 641-954-9898

Legal Description: The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

Grantee: City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501
Telephone: 641-683-0600

CDBG-CV Contract Owner: City of Ottumwa, Iowa

CDBG-CV Contract Number: 20-CVN-050

Address: 307 E. Main St.
Ottumwa, IA 52501

MORTGAGE

THIS MORTGAGE IS A PURCHASE MONEY MORTGAGE AS DEFINED IN THE IOWA CODE.

THIS MORTGAGE IS A CONSTRUCTION MORTGAGE LIEN AS DEFINED IN THE IOWA CODE.

NOTICE: This mortgage secures credit in the amount of \$515,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

THIS MORTGAGE ("Mortgage"), dated August 3, 2022, by and between the City of Ottumwa, an Iowa City ("Lender"), and RG Property, LLC, an Iowa Corporation ("Borrower"), secures payment of the loan made by Lender to Borrower evidenced by a promissory note dated August 3, 2022, as revised, in the principal amount of \$515,000 ("Note") which provides for the full debt due and payable on May 31, 2026. This Mortgage secures to Lender: (a) the repayment of the debt as evidenced by the Note, and all renewals, extensions, modifications or refinancing thereof and any Promissory Note issued in substitution therefore; (b) all other obligations of Borrower to Lender, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Borrower pursuant to this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage, the Note, the Community Development Block Grant Coronavirus Housing Conversion Program Development Agreement delivered to Lender by Borrower and dated August 3, 2022 (the "Contract"), and the Agreement for Covenants and Restrictions delivered by Borrower to Lender and dated August 3, 2022 (the "Covenants") (this Mortgage, the Note, the Contract, and the Covenants are hereinafter referred to as the "Loan Documents"), as applicable. For this purpose, Borrower does hereby mortgage, grant and convey the Lender a security interest in and to the following described property including any after acquired title or reversion thereto (the "Land") located in Wapello County, Iowa:

The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

TOGETHER WITH:

(a) **Buildings.** All buildings, structures and improvements now standing or hereafter constructed or placed on the Land (the "Buildings"), and all easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the land.

(b) **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

(c) **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining, and the products and proceeds thereof, unto Lender, its successors and assigns.

Borrower and Lender covenant and agree as follows:

1. Representations and Warranties of Borrowers. Borrowers represent, warrant, and covenant to Lender that (1) Borrowers hold clear title to the Mortgaged Property; (2) Borrowers have the right, power, and authority to execute this Mortgage and grant a security interest in the Mortgaged Property; (3) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent, as otherwise stated herein, or encumbrances of record disclosed in the Lender's Title Guaranty Division Certificate issued in favor of the Lender; (4) Borrowers will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (5) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land.

2. Payment. Borrower shall promptly repay principal and interest of the debt and any prepayment thereunder as evidenced by the Note, and timely perform all other obligations of Borrower under the Loan Documents. The provisions of the Loan Documents are hereby incorporated by reference into this Mortgage as if fully set forth herein.

3. Taxes. Borrower shall pay each installment of property taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand.

4. Liens. Borrower shall pay in a timely manner all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payment.

Unless Borrower obtains Lender's prior written approval, Borrower shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Borrower shall pay, when due, the claims of all persons supplying labor or materials in connection with the Mortgaged Property.

Borrower shall promptly discharge any lien which has, or may attain, priority over this Mortgage unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (3) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Mortgaged Property is subject to a lien which may attain priority over this Mortgage, Lender may

give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten business days of the giving of notice.

5. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to Personal Property and for this purpose the name and address of debtor is the name and address of Borrower as set forth in Paragraph 23 herein and the name and address of the secured party is the name and address of the Lender as set forth in Paragraph 23 herein.

6. Compliance with Laws. Borrowers shall comply with all present and future statutes, laws, rules, orders, regulations, and ordinances affecting the Mortgaged Property, any part thereof, or the use thereof.

7. Care of Property. Borrower shall take good care of the Mortgaged Property; shall keep the Buildings and the Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Borrower shall not make any material alteration in the Mortgaged Property without the prior written consent of Lender.

8. Insurance.

a. **Risks to be Insured.** Borrower, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Lender may from time to time require. Lender requires such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of amount owed under the Note. Borrower will at its sole cost and expense, from time to time, and at any time at the request of Lender, provide Lender with evidence satisfactory to Lender of the replacement cost of the Mortgaged Property. Borrower will maintain such other insurance as Lender may reasonably require.

b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Borrower pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Lender, contain a Lender clause in favor of Lender and in form acceptable to Lender, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after 30 calendar days prior written notice to Lender, and be reasonably satisfactory to Lender in all other respects

c. **Delivery of Policy or Certificate.** If requested by Lender, Borrower will deliver to Lender original policies satisfactory to Lender evidencing the insurance which is required under this Mortgage, and Borrower shall promptly furnish to Lender all renewal notices and, upon request of Lender, evidence of payment thereof. At least ten calendar days prior to the expiration date of a required policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

d. **Assignment.** If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to sale or acquisition.

e. **Notice of Damage or Destruction; Loss Adjustment.** If the Mortgaged Property or any part thereof is damaged or destroyed by fire or other casualty, Borrower will, within five calendar days after the occurrence of the damage or destruction, give written notice thereof to the insurance carrier and to Lender and will not adjust any damage or loss which is estimated by Borrower in good faith to exceed Twenty-five Thousand Dollars (\$25,000) unless Lender joins in or concurs with such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Borrower does hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Borrower.

f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Lender. Lender agrees to apply all insurance proceeds from casualty or damage of the Project (after first deducting therefrom Lender's expenses incurred in collecting the same including but not limited to reasonable attorneys' fees) in the following order: (1) to bring loan current if it is in default due to delinquent payments; (2) to repayment of the indebtedness secured by this Mortgage and the Note if any other Event of Default has occurred prior to the casualty, and is continuing thereunder; (3) if no Event of Default exists, to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed and to Borrower's Replacement Reserve or Operating Reserve, in such manner as Lender shall determine, and (4) any remainder to be applied to the payment of the indebtedness.. Restoration will not remove or alter any existing obligations associated with the Loan Documents.

g. **Expense Reimbursement.** Borrower shall promptly reimburse Lender upon demand for all of Lender's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses shall be additional amounts secured by this Mortgage.

9. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Mortgaged Property to make repairs. Although Lender may take actions under this paragraph, Lender does not have to do so.

Any amounts disbursed or incurred by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to the other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be immediately due and payable, with interest, upon notice from Lender to Borrower requesting payment.

10. Inspection. Lender or its agents shall have the right at reasonable times to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property. Lender shall have no duty to make such inspection. Nothing contained in this paragraph shall require Lender to incur any expense or do any act hereunder, and Lender shall not be liable to Borrower for any damage or claims arising out of action taken by Lender pursuant to this paragraph.

11. Condemnation.

a. **Notice, Assignment and Loss Adjustment.** Borrower shall give Lender prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Lender the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Lender is hereby authorized to intervene in any such action in the name of Borrower, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds.

b. **Application of Proceeds.** Lender agrees to apply all proceeds resulting from its intervention in any condemnation or eminent domain action or the compromise and settlement of such action or claim, or its collection of such proceeds (after first deducting therefrom Lender's expenses incurred including but not limited to reasonable attorneys' fees), in the following order: (1) to bring loan current if it is in default due to delinquent payments; (2) to repayment of the indebtedness secured by this Mortgage and the Note if any other Event of Default has occurred prior to the casualty, and is continuing thereunder; (3) if no Event of Default exists, to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed and to Borrower's Replacement Reserve or Operating Reserve, in such manner as Lender shall determine, and (4) any remainder to be applied to the payment of the indebtedness. Restoration will not remove or alter any existing obligations associated with the Loan Documents

12. Events of Default. Each of the following occurrences shall constitute an event of default ("Event of Default"):

a. Borrower fails to make payment as required by the Note or breaches its agreements contained in paragraph 2 hereof or defaults in the due observance or performance of or breaches any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of the Loan Documents or any document related thereto.

b. Borrower sells, leases (other than by residential leases in the ordinary course of business), transfers or otherwise disposes the Mortgaged Property without the prior written consent of the Lender.

c. Borrower, without the prior written consent of the Lender, permits any change in the ownership interests in the Borrower that, when added to any prior changes in the ownership interest in such entity, exceeds ten percent of the total aggregate ownership interest in Borrower.

d. Borrower makes an assignment for the benefit of its creditors, or a petition is filed by or against Borrower under the United States Bankruptcy Code or Borrower seeks or consents to or acquiesces in the appointment of any trustee,

receiver or liquidator of a material part of its properties or of the Mortgaged Property or does not, within 20 business days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

e. A judgment, writ or warrant of attachment or execution, or similar process is entered and becomes a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within 20 business days after its entry, issue or levy.

f. An event of default, however defined, occurs under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

13. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Lender may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Lender may declare immediately due and payable all Notes secured by this Mortgage, and the entire balance of the same, including accrued interest, shall thereupon be immediately due and payable, without further notice of demand.

b. Lender shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default of a secured party under the Iowa Uniform Commercial Code. If notice to Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Borrower at least ten days prior to the date of intended disposition.

c. Lender may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Lender appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as the trustee may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Borrower only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Note.

14. Redemption. It is agreed that if this Mortgage covers less than ten acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six months provided the Lender, in such action files an election to waive any deficiency judgment against Borrower which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three months after sale such right of redemption shall be exclusive to the Borrower, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four months.

It is agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to 60 days if all three of the following contingencies develop: (1) The real estate is less than ten acres in size; (2) the Court finds affirmatively that the real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of foreclosure;

and (3) Lender files an election to waive any deficiency judgment against Borrower or its successor in interest in such action. If the redemption period is so reduced, Borrower or its successors in interest or the owner shall have the exclusive right to redeem for the first 30 days after such sale, and the time provided for redemption for creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Borrower shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 of the Iowa Code.

15. Attorney's Fees. Borrowers shall pay, on demand, all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

16. Additional Instruments. At any time and from time to time until payment in full of the Note, Borrower, at Lender's request, will promptly execute and deliver to Lender such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Lender in connection with the Mortgaged Property. Such instruments may include, but are not limited to, additional security agreements, financing statements, and continuation statements. Any expenses incurred by Lender in connection with the recordation of any such instruments shall become additional obligations of Borrowers secured by this Mortgage and shall be immediately due and payable by Borrowers to Lender

17. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against Borrower or any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any delay or forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any particular provisions of this Mortgage shall be deemed effective unless such waiver is in writing signed by the Lender.

18. Rights and Remedies Cumulative. All rights and remedies provided for in this Mortgage or which Lender or holder of the Loan Documents may have otherwise, at law or in equity, shall be distinct, separate, and cumulative and may be exercised concurrently, independently, or successively in any order whatsoever, and as often as the occasion thereof arises.

19. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Mortgaged Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent.

20. Severability. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

21. Number and Gender. Words and phrases contained in this Mortgage, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine, or neuter gender according to the contexts.

22. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

23. Notices. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Lender, to:
**City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501
Attention: Community Development Director**
- b. If to Borrower, to:
**RG Property, LLC
215 E. Fourth St.
Ottumwa, IA 52501
Attention: Rod Grooms**

24. Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Iowa.

25. Waiver of Marshalling. Borrower, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien on the Mortgage Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

26. Acknowledgement of Receipt of Copies of Mortgage and Note. Borrower hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each Promissory Note secured hereby.

27. Release. Upon compliance with the Contract and/or payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

28. Waivers. Each of the undersigned relinquishes all rights of dower, waives all right of homestead and distributive share in and to the Mortgaged Property and waives any right to exemption as to the Mortgaged Property.

29. Additional Provisions: NONE

– END OF MORTGAGE –
– REFER TO FOLLOWING PAGE FOR SIGNATURES –

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

BORROWER: RG Property, LLC

By: _____
Print Name: Rod Grooms
Authority: Owner

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this ____ day of **August, 2022**, in front of the undersigned notary public in and for the State of Iowa, personally appeared **Rod Grooms**, the **Owner** for **RG Property, LLC**, a **Corporation** organized in the State of Iowa, and that **Rod Grooms**, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and **RG Property, LLC**.

Signature of Notary Public

LENDER: City of Ottumwa, Iowa

By: Richard W. Johnson
Print Name: Richard W. Johnson
Authority: Mayor

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this 2nd day of **August, 2022**, in front of the undersigned notary public in and for the State of Iowa, personally appeared **Richard W. Johnson**, the **Mayor** for the **City of Ottumwa**, a **City** organized in the State of Iowa, and that **Richard W. Johnson**, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and the **City of Ottumwa**.

Katy King
Signature of Notary Public



**COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS HOUSING CONVERSION PROGRAM ("CDBG-CV")
PROMISSORY NOTE ("CDBG-CV NOTE")**

CDBG-CV CONTRACT: Contract Number 20-CVN-050, dated as of the Contract Effective Date, by and between RG Property, LLC, an Iowa Corporation, and the City of Ottumwa (the "Lender")

PROJECT NAME: ISU Building Upper-Story Housing Project, located in Ottumwa, Iowa

LOAN AMOUNT: \$515,000

MATURITY DATE: May 31, 2026

FOR VALUE RECEIVED, the undersigned (hereafter called the "Maker") promises as of the CDBG-Coronavirus Housing Conversion Program Development Agreement Effective Date (the date the program development agreement is executed by the Lender) to pay to the order of the City of Ottumwa (hereafter called the "Payee"), at its offices at 105 E. Third St., Ottumwa, IA 52501, or upon notice to the Maker, at such other place as may be designated from time to time by the holder, the principal sum of Five Hundred Fifteen Thousand Dollars (\$515,000), or, if less, the aggregate unpaid principal amount of such portion thereof as shall have been advanced by the Payee to the Maker pursuant to the Community Development Block Grant-Coronavirus Housing Conversion Program Development Agreement between the Payee and the Maker (the "CDBG-CV Contract"). Repayment to be forgiven on May 31, 2026 (the "Maturity Date), unless repayment is required due to an Event of Default described in the CDBG-CV Contract.

1. **Payments.** All payments under this CDBG-CV Note shall be applied in this order: (1) to interest, if applicable, and (2) to principal.

2. **CDBG-CV Contract; Acceleration Upon Default.** This CDBG-CV Note is issued by the Maker to evidence an obligation to repay a loan according to the terms of the CDBG-CV Contract and, at the election of the holder of this CDBG-CV Note, without notice to the Maker, shall become immediately due and payable in the event any payment is not made when due or upon the occurrence of any event of default under the terms of the CDBG-CV Contract, any security agreement securing repayment of this CDBG-CV Note, including the mortgage dated August 3, 2022 (the "Mortgage") and the assignment of leases and rents dated August 3, 2022 (the "Assignment of Rents"), or the Agreement for Covenants and Restrictions delivered by Borrower to Lender and dated August 3, 2022 (the "Covenants") (the Mortgage, the Assignment of Rents, this CDBG-CV Note, the CDBG-CV Contract, and the Covenants are hereinafter referred to as the "Loan Documents").

3. **Security.** Payment of this CDBG-CV Note will be secured before each disbursement of funds by recording a mortgage and an assignment of leases and rents issued

pursuant to the CDBG-CV Contract. The holder of the CDBG-CV Note and any mortgage or assignment of leases and rents is entitled to the benefits of the security described therein.

In case of a decline in the market value of the collateral, or any part thereof, the Payee may demand that additional collateral of quality and value satisfactory to holder be delivered, pledged and transferred to holder.

4. **Waiver.** No delay or omission on the part of the Payee in exercising any right under this CDBG-CV Note shall operate as a waiver of that right or of any other right under this CDBG-CV Note. A Waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

5. **Waiver of Protest.** Each maker, surety, endorser, and guarantor of this CDBG-CV Note expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this CDBG-CV Note.

6. **Costs.** The Maker will pay on demand all costs incurred by holder or Payee, including, but not limited to costs of collection, costs for maintenance of collateral, legal expenses, and attorney fees incurred or paid by the holder in collecting and/or enforcing this CDBG-CV Note on default.

7. **Meaning of Terms.** As used in this CDBG-CV Note, "holder" shall mean the Payee or other endorsee of this CDBG-CV Note, who is in possession of it, or the bearer hereof, if this CDBG-CV Note is at the time payable to the bearer. The word "Maker" shall mean each of the undersigned. If this CDBG-CV Note is signed by more than one person or entity, it shall be the joint and several liabilities of such persons or entities.

8. **Captions.** The captions of the paragraphs in this CDBG-CV Note are for the convenience of reference only, shall not define or limit the provisions hereof and shall not have any legal or other significance whatsoever.

9. **Governing Law.** This CDBG-CV Note shall be governed and construed in accordance with the laws of the State of Iowa.

– END OF PROMISSORY NOTE –
– REFER TO FOLLOWING PAGE FOR SIGNATURES –

MAKER: RG Property, LLC

By: **Rod Grooms**
Its: **Owner**

Date: _____

Address: **214 E. Fourth St.**
Ottumwa, IA 52501

Telephone: **(641) 954-9898**

Attested to by:

By: **Becca Stockton**

Date: _____

Return To: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Prepared By: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Grantor/Taxpayer: RG Property, LLC
215 E. Fourth St., Ottumwa, IA 52501
Telephone: 641-954-9898

Legal Description: The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

Grantee: City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501
Telephone: 641-683-0600

CDBG-CV Contract Owner: City of Ottumwa, Iowa

CDBG-CV Contract Number: 20-CVN-050

Address: 307 E. Main St.
Ottumwa, IA 52501

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), dated as of **August 3, 2022**, is made by **RG Property, LLC**, an Iowa **Corporation** ("Assignor"), whose address is **215 E. Fourth St., Ottumwa, IA 52501**, in favor of the **City of Ottumwa**, an Iowa **City**, whose address is **105 E. Third St., Ottumwa, IA 52501** (the "Assignee"), as the holder of the Promissory Note effective **August 3, 2022**, as amended, in the aggregate principal amount of **\$515,000** maturing on **May 31, 2026** (the "Note"), issued in connection with the loan to the Assignor pursuant to a Community Development Block Grant-Coronavirus Housing Conversion Program Development Agreement (the "Contract") effective as of **May 10, 2022**, as amended, between the Assignor and the Assignee, and which loan is evidenced by the aforesaid Note.

This Assignment is executed with reference to the following facts:

A. To secure payment of the Note, Assignor has executed and delivered that certain Mortgage recorded simultaneously herewith, to Assignee, as lender, which Mortgage encumbers Assignor's interest in real property located in **Wapello County, Iowa**, more particularly described in Exhibit A, made a part hereof (the "Property"). Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Contract and Mortgage referred to above.

B. Assignor desires to absolutely, irrevocably and unconditionally assign to Assignee, all of Assignor's right, title and interest, if any, in and to all present and future leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Assignor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases").

For value received, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Rents.

1.1. Rents. Assignor hereby presently, absolutely and unconditionally grants, transfers and assigns to Assignee all right, title and interest of Assignor in and to any and all rents, subrents, issues and royalties of and from the Property ("Rents"). It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all Rents and to authorize and empower Assignee to collect and receive all Rents without the necessity of further action on the part of the Assignor. Promptly upon request by Assignee, Assignor agrees to execute and deliver such further assignments as Assignee may from time to time require. Assignor and Assignee intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of rents, and for no other purpose, Rents shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional

assignment of Rents is not enforceable by its terms under the laws of the State of Iowa, then the Rents shall be included as part of the Property and Mortgaged Property and it is the intention of the Assignor that in this circumstance this Assignment create and perfect a lien on Rents in favor of Assignee, which lien shall be effective as of the date of this Assignment. Until the occurrence of an Event of Default, Assignee hereby grants Assignor a revocable license to collect and receive all such Rents which become payable prior to an Event of Default, to hold all Rents in trust for the benefit of Assignee and to apply all Rents, subject, however, to the terms of the Loan Agreement and Mortgage. Upon the occurrence of an Event of Default and upon Assignee's election to collect the rents, subrents, issues, royalties, income and profits as hereinafter provided, Assignor's license to collect Rents shall automatically terminate and the right to collect and use any of such proceeds shall cease, and Assignee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court appointed receiver (Assignor hereby consents to the appointment of Assignee or Assignee's designee as such receiver), to sue for or otherwise collect all such rents, subrents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all reasonable costs and expenses of operation and collection, including attorney fees (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), shall be applied toward the payment of any and all amounts due under the Note, the Contract and the Mortgage (collectively, the "Obligations"). Such right of collection and use of such proceeds by Assignee shall exist both before and after the exercise of the power of sale provisions of the Mortgage, foreclosure of the Mortgage and throughout any period of redemption. The rights granted under this Section 1.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the Obligations. Assignee's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Assignee thereafter to collect the same. Neither any provision contained herein, nor Assignee's exercise of Assignee's right to collect such proceeds, shall be, or be construed to be, an affirmation by Assignee of any tenancy, lease, sublease, option, or other interest in the Property, or an assumption of liability under, or subordination of the lien or charge of the Mortgage to, any tenancy, lease, sublease, option, or other interest in the Property. At any time on or after the date of Assignee's demand for Rents in accordance with this Section 1.1, Assignee may give, and Assignor hereby irrevocably authorizes Assignee to give, notice to all tenants of the Property instructing them to pay all Rents to Assignee. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default and no tenant shall be obligated to pay to Assignor any amounts which are actually paid to Assignee in response to such a notice. Any such notice by Assignee shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor shall not interfere with and shall cooperate with Assignee's collection of such Rents. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Assignor in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, subrents, issues, royalties, income, and profits payable by them with respect to the Property, or any part thereof, directly to Assignee on the demand of Assignee, in accordance with this Section

1.1. Assignee's receipt of such rents, subrents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by Assignee. When all of the Obligations have been fully satisfied and such satisfaction is evidenced by a recorded release of the Mortgage, this assignment shall no longer be of effect and shall be void.

1.2 Entry on Property. If Assignee enters the Property, Assignee shall be liable to account only to Assignor and only for those Rents actually received. Assignee shall not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Property, by reason of any act or omission of Assignee under this Assignment, and Assignor hereby releases and discharges Assignee from any such liability to the fullest extent permitted by law, except for any act or omission constituting fraud, gross negligence or willful misconduct by Assignee. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds extended by Assignee for such purposes shall become an additional part of the Obligations. The entering upon and taking possession of the Property or any portion of the Property or the collection of rents, subrents, issues, royalties, income, profits, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default under the Loan Documents, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled installments provided for in any of the Obligations.

2. Assignment of Leases.

2.1. Leases. Assignor hereby presently, absolutely and unconditionally grants, transfers and assigns to Assignee all right, title and interest of Assignor in and to the Leases including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all of Assignor's right, title and interest in, to and under the Leases. Assignor and Assignee intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the State of Iowa, then the Leases shall be included as part of the Property and Mortgaged Property and it is the intention of Assignor that in this circumstance this Assignment create and perfect a lien on the Leases in favor of Assignee, which lien shall be effective as of the date of this Assignment. Until Assignee gives notice to Assignor of Assignee's exercise of its rights under this Section, Assignor shall have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this Section or any other provision of this Assignment), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, and during the continuation thereof,

the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under the Leases shall automatically terminate. Assignor shall comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.

2.2. Not Mortgagee in Possession. Assignor acknowledges and agrees that the exercise by Assignee, either directly or by a receiver, of any of the rights conferred under this Assignment shall not be construed to make Assignee a mortgagee-in-possession of the Property so long as Assignee has not itself entered into actual possession of the Land and the improvements located thereon. The acceptance by Assignee of the assignment of the Leases or Rents pursuant to this Assignment shall not at any time or in any event obligate Assignee to take any action under this Assignment or to expend any money or to incur any expenses. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to Assignee's actual entry into and taking possession of the Property, Assignee shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to any Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

2.3. Exercise of Rights. Upon delivery of notice by Assignee to Assignor of Assignee's exercise of Assignee's rights under this Assignment at any time after the occurrence of an Event of Default (and during the continuation thereof), and without the necessity of Assignee entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the State of Iowa, Assignee immediately shall have all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

2.4. Delivery of Leases. Assignor shall, promptly upon Assignee's request, deliver to Assignee an executed copy of each Lease then in effect.

2.5. No Advance Payments of Rent. Assignor shall not receive or accept Rent under any Lease for more than two months in advance.

2.6. No Non-Residential Leases. Assignee shall not lease any portion of the Property for non-residential use.

3. Reimbursement. Assignor shall pay immediately and without demand all sums reasonably expended by Assignee pursuant to the provisions hereof, and all attorneys' fees incurred in connection with the enforcement of the terms hereof and/or the collection of the

obligations secured hereby. All such amounts shall constitute obligations secured by the Mortgage and this Assignment.

4. Representations, Warranties and Covenants. As a material inducement to the execution and acceptance of this Assignment, Assignor represents, warrants and covenants to Assignee that:

4.1. No Prior Assignment. Assignor has not executed any prior assignment of the Leases or of its right, title and interest therein or in the rents to accrue thereunder.

4.2. No Limitations on Assignee. Assignor has not performed nor will perform any act or executed, nor will execute, any instrument which might prevent Assignee from operating under any of the terms and conditions hereof, or which would limit Assignee in such operation.

4.3. No Advance Rent Payments. Assignor has not accepted any payment of advance rent under any of the Leases presently in effect for any period subsequent to the next period for which rent shall become due and payable.

4.4. Assignor is Absolute Owner of the Leases. Assignor is the absolute owner of the Leases and the rents thereof, having full right and authority to assign the Leases and the rents due or to become due hereunder.

5. Events of Default. As used herein, the term "Event of Default" shall mean any "Event of Default" under the Note, the Mortgage or the Contract. Upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period, Assignor's license shall automatically terminate and Assignee shall receive and collect any and all income, rents, issues, profits and proceeds pursuant to the Leases hereby assigned to Assignee, including any which may be past due and unpaid, and Assignee may at any time and without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations secured hereby, enter upon, take possession of, manage and operate the Property or any part thereof, together with any other real or personal property located thereon, make, enforce, cancel, terminate, modify and accept the surrender of Leases, or any of them, obtain or evict tenants, fix or modify rents, and do any acts which Assignee deems proper. In taking possession of the Property, Assignee shall be entitled to exercise all of the rights, remedies and powers of an owner thereof, may conduct the business of Assignor in its own name or in the name of Assignor, may use any and all of the properties and facilities of Assignor, and may deal with the creditors, debtors, tenants, agents, employees and other persons and/or companies having any relationship whatsoever with Assignor and the Property, and alter or amend any contracts between them, in any manner Assignee in its sole discretion may determine. All rights, remedies and powers given to Assignee herein may be exercised by Assignee either in person, by agent or by a receiver to be appointed by a court, and such exercise shall not cure or waive any default or notice of default hereunder or under the Mortgage or invalidate any act done pursuant to any such notice.

6. No Assumption of Leases. Neither this Assignment nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases. No action or inaction on the part of Assignor shall affect or limit in any way the rights of Assignee under this Assignment or, through this Assignment, under any of the Leases.

7. Remedies Cumulative. Each right, power and remedy of Assignee provided for in this Assignment or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Assignee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Assignee of all such other rights, powers or remedies. No failure or delay on the part of Assignee to exercise any such right, power or remedy shall operate as a waiver thereof.

8. Indemnification of Assignee. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or any of them, or under or by reason of this Assignment. Assignor shall indemnify Assignee against and defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur as Assignee under this Assignment under the Leases, or any of them, or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such claims. If Assignee incurs any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate provided in the Note, shall be secured by the Mortgage, and by this Assignment, and Assignor shall reimburse Assignee therefor immediately upon demand.

9. Continued Leasing of the Property. Until the payment of all indebtedness secured hereby, Assignor covenants and agrees, subject to the terms of the Contract and the Agreement for Covenants and Restrictions to exercise reasonable efforts to keep leased at good and sufficient rental all the Property and the improvements located thereon. Notwithstanding the foregoing, Assignor shall not enter into or execute any Lease of all or any portion of the Property, except in accordance with the terms and provisions of the Mortgage, this Assignment, the Contract and the Agreement for Covenants and Restrictions.

10. Termination of Assignment. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording of a satisfaction of the Mortgage, this Assignment shall become and be void and of no effect.

11. Notices. All notices given or served on any party hereto pursuant to the terms hereof shall be served by the means and to the addresses, and shall be deemed effective within the time periods, established pursuant to the Contract.

12. Successors and Assigns. This Assignment inures to the benefit of Assignee and its successors and assigns, and binds Assignor and Assignor's successors and assigns. Assignor may not assign its rights or obligations under this Assignment without the prior written consent of Assignee. All rights and remedies of Assignee hereunder and under any other agreement are cumulative and not exclusive, and are in addition to all other rights and remedies provided by law, agreement or otherwise. Notice of acceptance of this Assignment by Assignee is waived.

13. Waiver of Notice of Exercise of Assignment of Rents. Assignor hereby waives any right to notice and waives any right to any hearing, judicial or otherwise, prior to Assignee's exercise of its rights under this Assignment and/or the Mortgage with respect to the Assignment of Rents hereunder or under the Mortgage.

14. Governing Law; Venue. THIS ASSIGNMENT SHALL BE GOVERNED EXCLUSIVELY BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF IOWA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES.

15. Miscellaneous. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. All the terms of this Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, any successor holder of the Note and any trustee appointed for the benefit of the holder of the Note. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Iowa. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Assignment may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

– END OF ASSIGNMENT OF LEASES AND RENTS –
– REFER TO FOLLOWING PAGE FOR SIGNATURES –

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

ASSIGNOR: RG Property, LLC

By: _____
Print Name: Rod Grooms
Authority: Owner

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this ____ day of August, 2022, in front of the undersigned notary public in and for the State of Iowa, personally appeared Rod Grooms, the Owner for RG Property, LLC, a Corporation organized in the State of Iowa, and that Rod Grooms, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and RG Property, LLC.

Signature of Notary Public

ASSIGNEE: City of Ottumwa, Iowa

By: Richard W. Johnson
Print Name: Richard W. Johnson
Authority: Mayor

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this 2nd day of August, 2022, in front of the undersigned notary public in and for the State of Iowa, personally appeared Richard W. Johnson, the Mayor for the City of Ottumwa, a City organized in the State of Iowa, and that Richard W. Johnson, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and the City of Ottumwa.

Katy King

Signature of Notary Public

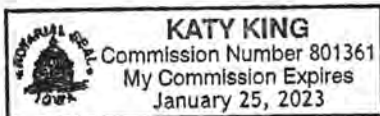


EXHIBIT A

LEGAL DESCRIPTION

The following described real estate located in the City of Ottumwa, Wapello County, Iowa:

The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

Return To: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Prepared By: Michael K. Thibodeau
Iowa Finance Authority
1963 Bell Ave.
Des Moines, IA 50315
Telephone: (515) 452-0400

Grantor/Taxpayer: RG Property, LLC
215 E. Fourth St., Ottumwa, IA 52501
Telephone: 641-954-9898

Legal Description: The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

Grantee: City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501
Telephone: 641-683-0600

CDBG-CV Contract Owner: City of Ottumwa, Iowa

CDBG-CV Contract Number: 20-CVN-050

Address: 307 E. Main St.
Ottumwa, IA 52501

**COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS HOUSING CONVERSION PROGRAM
AGREEMENT FOR COVENANTS AND RESTRICTIONS**

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), effective as of **August 3, 2022**, is between the **City of Ottumwa, Iowa** (the "City"), and **RG Property, LLC** (the "Owner").

WITNESSETH:

WHEREAS, the City received Community Development Block Grant-Coronavirus Housing Conversion Program (CDBG-CV) funds from the Iowa Economic Development Authority (IEDA); and

WHEREAS, the Owner has applied for and received approval for funding from the City, and the Owner and the City have entered into a Community Development Block Grant-Coronavirus Housing Conversion Program Development Agreement (the "Contract"), dated **May 10, 2022**, and a Promissory Note (the "Note"), dated **August 3, 2022** (the Contract and the Note shall be known collectively as the "Loan Documents"), and

WHEREAS, the agreements, obligations, and covenants of the Owner pursuant to the Loan Documents are secured by a Mortgage, dated **July 20, 2022** (the Mortgage) and an Assignment of Leases and Rents, dated **July 20, 2022**, both granted to the City by the Owner, and

WHEREAS, pursuant to the Loan Documents, the City made an award in the amount of **\$500,000** ("CDBG Funds") to the Owner for the purpose of financing a portion of the costs of the project described in the Exhibits to the Loan Documents (the "Project") to be located on the real estate described in Exhibit A hereto (the "Property"); and

WHEREAS, in accordance with the Loan Documents, the Owner is required to provide certain housing benefits for low-and-moderate income families as set forth therein, and is further required to comply throughout the term of the Loan Documents with the requirements and covenants set forth therein;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Affordable Rental Units" means those units contained on the Property that are occupied by Low-and-Moderate Income Families at any given time. The Grantor is not required to designate specific units as Affordable Rental Units but must meet the requirements of Section 2 hereof at all times during the Term of Affordability.

"Community Development Block Grant-Coronavirus Housing Conversion Program" or "CDBG-CV" means the grant program authorized under Title I of the Housing and Community Development Act of 1974 and 24 CFR 570.480 et. Seq., and 85 Fed. Reg. 51,547 to prevent, prepare for, and respond to coronavirus.

"IEDA" means the Iowa Economic Development Authority.

"Low-and-Moderate Income Families" means those families earning no more than 80% of area median income as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals shall be considered as one-person families for this purpose.

2. As a condition to receipt of CDBG Funds, and in order to help ensure compliance by the Owner and any future owner of the Project with the requirements and covenants set forth in the Loan Documents throughout the required period of time ("Affordability Period") as set forth in the Contract and Exhibits thereto, so as to maintain the housing benefits for which assistance has been provided through CDBG-CV and therefore protect the investment of the City and IEDA in the Project, and in order to give the City and IEDA the ability to fulfill its obligations under CDBG-CV to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in Exhibit A hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Owner and its successors or assigns. The Owner, for itself and for its successors or assigns, makes the following covenants as to the use of the Project and the real estate described in **Exhibit A**:

- (a) All of the CDBG Funds shall be spent on Eligible Costs of the Project described in the Contract, in accordance with the Project described in Exhibit A to the Contract;
- (b) The Project shall be completed so as to provide the project benefits as required by and specified in the regulations and as referenced in the Loan Documents;
- (c) The Project shall constitute an eligible activity in compliance with CDBG-Upper Story as described in the Loan Documents, and the Owner shall comply with all of the CDBG-Upper Story requirements and shall own, operate and manage the Project as an eligible project **throughout the Affordability Period ending Three (3) years from when the City has determined the Project Activity has been completed and initial lease-up and demographic information entered into the HUD Disaster Recovery Grant Reporting system;**
- (d) Throughout the Affordability Period, the Owner shall rent 51% of the units in the Project assisted units to households at or below 80% of the area median income (the "CDBG-Upper Story Units) and the maximum (gross) rent limits allowed on the CDBG-Upper Story Units shall not exceed the most current HOME Program 65% rent limits in accordance with 24 CFR 92.252(a);

- (e) Throughout the Affordability Period, the Owner shall allow inspections of the Project to ensure continued compliance with all locally adopted and enforced building codes and standards, or, in the absence of any locally adopted and enforced building codes and standards, the requirements of the current Iowa State Building Code;
- (f) Throughout the Affordability Period, the owner shall comply with all of the statutes, regulations, and notices in the Federal Register that govern CDBG-CV, including, but not limited to, Title I of the Housing and Community Development Act of 1974 and 24 CFR 570.480 et. Seq., as amended, 85 Fed. Reg. 51,547, and all notices published by HUD in the Federal Register and related thereto;
- (g) In order to ensure compliance with the covenants in subparagraphs (d), (e), and (f) above, Owner shall submit to the City, as required by the Loan Documents, its certification of compliance with such covenant, together with documentation in form and substance satisfactory to the City evidencing compliance with such covenant; and
- (h) The Owner shall comply with all the covenants set forth in the Loan Documents.

3. All the covenants herein shall run with the real estate described in Exhibit A hereto and the Project thereon, and be binding upon the Owner and its successors or assigns, for the Affordability Period. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by the City and the Owner.

4. Notwithstanding the provisions of Section 3, such covenants shall cease to apply to the Mortgaged Property prior to the end of the Term of Affordability, in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Loan which prevents the City or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the CDBG-CV program.

5. Notwithstanding the provisions of Section 4, if once the Mortgaged Property has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Term of Affordability subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Attachment A hereto and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Term of Affordability.

6. Performance by the Owner of its agreements, covenants, and obligations pursuant to this Agreement are secured by the Mortgage against the real estate described in Exhibit A hereto, executed by the Owner and delivered to the City pursuant to the Contract

7. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

8. This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in the County Recorder's office.

9. Except for the rental of units in the Project to tenants, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the City, which shall be conditioned solely upon receipt of evidence satisfactory to the City that the Owner's purchaser or transferee (i) has assumed in writing and in full the Owner's duties and obligations under this Agreement, the Loan Documents and all related documents thereto; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this paragraph may be ineffective to relieve the Owner of its obligations under this Agreement, the Loan Documents and all related documents thereto.

10. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of 10 Business Days in the case of a monetary default or 20 Business Days in the case of a non-monetary default, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Developer commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days, then the City may declare that the Owner is in default hereunder and may take any one or more of the following steps, at its option:

- (a) temporarily suspend making disbursements of CDBG-CV Funds under this Agreement pending correction of the deficiency or default by the Developer;
- (b) require the repayment of the CDBG-CV Loan;
- (c) declare the Developer and its principals "not in good standing" with respect to the City;
- (d) cease making any further payments of CDBG-CV Funds under this Agreement;
- (e) terminate this Agreement;
- (f) require the immediate repayment of CDBG-CV Funds advanced pursuant to this Agreement;
- (g) require that the Developer, the property manager, the Contractor or any other party providing services to the Developer to be replaced;
- (h) "Reserved"
- (i) draw upon and apply any escrows and/or reserve accounts in accordance with their terms;
- (j) exercise any rights it may have under the CDBG-CV Loan Documents, including, but not limited to, foreclosure of the Note and Mortgage thereunder, in order to assure for repayment of the CDBG-CV Funds; and
- (k) exercise any other rights and remedies that may be available under law or in equity.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

11. This Agreement shall be governed by the laws of the State of Iowa.
12. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

City	City of Ottumwa 105 E. Third St. Ottumwa, IA 52501 Attention: Community Development Director
Owner:	RG Property, LLC 215 E. Fourth St. Ottumwa, IA 52501 Attention: Rod Grooms

13. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
14. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.
15. All the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*– END OF AGREEMENT FOR COVENANTS AND RESTRICTIONS –
– REFER TO FOLLOWING PAGE FOR SIGNATURES –*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

ASSIGNOR: RG Property, LLC

By: _____
Print Name: Rod Grooms
Authority: Owner

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this 20th day of July, 2022, in front of the undersigned notary public in and for the State of Iowa, personally appeared Rod Grooms, the Owner for RG Property, LLC, a Corporation organized in the State of Iowa, and that Rod Grooms, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and RG Property, LLC.

Signature of Notary Public

ASSIGNEE: City of Ottumwa, Iowa

By: Richard W. Johnson
Print Name: Richard W. Johnson
Authority: Mayor

STATE OF IOWA)
)
COUNTY OF WAPELLO)

On this 2nd day of Aug, 2022, in front of the undersigned notary public in and for the State of Iowa, personally appeared Richard W. Johnson, the Mayor for the City of Ottumwa, a City organized in the State of Iowa, and that Richard W. Johnson, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and City of Ottumwa.

Katy King

Signature of Notary Public



EXHIBIT A

LEGAL DESCRIPTION

The following described real estate located in the City of Ottumwa, Wapello County, Iowa:

The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME RG Property, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
215 E. 4th St.	Ottumwa	IA	52501	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME City of Ottumwa				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
105 E. 3rd St.	Ottumwa	IA	52501	USA

4. COLLATERAL: This financing statement covers the following collateral:

All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the land described on the addendum attached hereto and subject to a Mortgage dated August 3, 2022 granted to the Secured Party by the Debtor or buildings thereon, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property") Revenues and Income. All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME RG Property, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME Rod Grooms	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Property Address: 307 E. Main St., Ottumwa, IA 52501

Legal Description of Land: The Northwest Forty (40) feet of Lot No. Two Hundred Eighty-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

17. MISCELLANEOUS:

Instructions for UCC Financing Statement Addendum (Form UCC1Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

9. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Addendum relates. The name will not be indexed as a separate debtor. The Debtor name in this section is intended to cross-reference this Addendum with the related Financing Statement (Form UCC1).

If the box in item 1 of the Financing Statement (Form UCC1) was checked because Individual Debtor name did not fit, the box in item 9 of this Addendum should be checked.
10. **Additional Debtor's name.** If this Addendum adds an additional Debtor, complete item 10 in accordance with Instruction 1 of Financing Statement (Form UCC1). For additional Debtors, attach either an additional Addendum or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement (Form UCC1) for determining and formatting additional names.
11. **Additional Secured Party's name or Assignor Secured Party's name.** If this Addendum adds an additional Secured Party, complete item 11 in accordance with Instruction 3 of Financing Statement (Form UCC1). For additional Secured Parties, attach either an additional Addendum or Additional Party (Form UCC1AP) and complete applicable items in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in item 11.
12. **Additional Collateral Description.** If space in item 4 of Financing Statement (Form UCC1) is insufficient or additional information must be provided, enter additional information in item 12 or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 13-16. **Real Estate Record Information.** If this Financing Statement is to be filed in the real estate records and covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, complete items 1-4 of the Financing Statement (Form UCC1), check the box in item 13, check the appropriate box in item 14, and complete the required information in items 15 and 16. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 15. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 16. If space in items 15 or 16 is insufficient, attach additional page(s) and incorporate by reference in items 15 or 16 (e.g., See Exhibit A), and continue the real estate record information. Do not include social security numbers or other personally identifiable information.
17. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 17 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

ISU Building Upper-Story Housing Project



Project Budget Summary				
Estimated Expenses		Estimated Source of Funds		
Activity	Total	CDBG Share	City Share	Owner Share
Construction Costs*	\$ 574,200.00	\$ 478,750.00	\$ 14,960.00	\$ 80,490.00
Testing Fees (Lead)**	\$ 1,000.00	\$ 835.00	\$ 25.00	\$ 140.00
Legal Fees (Recording/Notices)**	\$ 500.00	\$ 415.00	\$ 15.00	\$ 70.00
Architect CO Fee	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
CDBG Administration	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
Overall Project Total	\$ 603,200.00	\$ 500,000.00	\$ 15,000.00	\$ 88,200.00
	%	82.89%	2.49%	14.62%

307/309 E. Main St. Apartments - Itemized Construction Budget Summary*	
Item	Cost
Demolition	\$ 5,000.00
Masonry/Plaster Repair	\$ 10,000.00
Metals	\$ 4,000.00
Misc. Building Materials	\$ 4,000.00
Lumber	\$ 24,000.00
Roofing	\$ 6,000.00
Thermal & Moisture Protection	\$ 24,000.00
Doors, Trim, & Base	\$ 40,000.00
Windows	\$ 24,000.00
Drywall	\$ 37,000.00
Framing	\$ 21,000.00
Painting	\$ 31,000.00
Flooring	\$ 35,000.00
Cabinets & Countertops	\$ 47,000.00
Furnishings (Appliances)	\$ 18,000.00
Plumbing	\$ 47,000.00
HVAC	\$ 43,500.00
Electrical	\$ 44,000.00
Safety & Security	\$ 1,500.00
Base Subtotal	\$ 466,000.00
General Conditions	\$ 42,000.00
Permits & Bonding	\$ 9,000.00
Final Cleaning & Commissioning	\$ 5,000.00
Construction Subtotal	\$ 522,000.00
Developer Fee (10%)	\$ 52,200.00
Grand Total	\$ 574,200.00



*Schedule of Values provided by RG Construction.

**Estimated costs for budgeting purposes. Actual costs may vary.

FILED

2022 JUL 28 PM 1:32

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 207-2022: RESOLUTION APPROVING A
DEVELOPMENT AGREEMENT WITH THE OTTUMWA LEGACY
FOUNDATION FOR THE DOWNTOWN HOUSING GRANT PROGRAM

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 207-2022

DISCUSSION: This resolution adopts the development agreement with the Legacy Foundaiton to complete the upper-story housing conversation project at 231 E Main. This project was awarded a \$300,000 Downtown Housing Grant, the city's share of match for the project is \$0.00.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 207-2022

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
WITH THE OTTUMWA LEGACY FOUNDATION FOR THE
DOWNTOWN HOUSING GRANT PROGRAM**

WHEREAS, the City of Ottumwa applied for a \$300,000 Downtown Housing Grant in support of the Capitol Lofts Project located at 231 East Main Street; and

WHEREAS, the Ottumwa Legacy Foundation owns 307 East Main and is proposing a renovation of the building to create upper-story housing; and

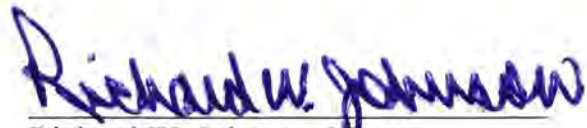
WHEREAS, the City of Ottumwa was awarded the \$300,000 Downtown Housing Grant; and

WHEREAS, the City of Ottumwa desires to have an agreement with the Developers to pass along certain requirements of the Grant Agreement;

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

The City Council does hereby approve the development agreement with the Ottumwa Legacy Foundation for the Downtown Housing Grant Program and the Mayor is directed to execute the agreement.

Dated this 2nd day of August, 2022.


Richard W. Johnson, Mayor

Attest:


Chris Reinhard, City Clerk

DEVELOPMENT AGREEMENT

IEDA Award 22-ARPDH-045

This Development Agreement ("Agreement") made this day _____ of August, 2022 by and between the CITY OF OTTUMWA, IOWA ("City") and OTTUMWA LEGACY FOUNDATION ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 231 E Main Street to be completed at property owned by Developer; and

WHEREAS, the Grant application was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of Award Letter from IEDA, June 14, 2022 and ends with the Project Completion Date set out in the grant, June 14, 2024.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes development of four residential units at 231 E Main Street as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** In addition to the Grant funding the parties agree that no additional financial commitments are part of this project, except those already executed between the City and the Developer.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

a Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Ottumwa.

b The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program.

c If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

d The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

11 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Ottumwa, Wapello County, Iowa, the day and year first stated.

City of Ottumwa

BY: Richard W. Johnson ATTEST.
Richard W. Johnson, Mayor

Christine Renhard
Clerk

Ottumwa Legacy Foundation

BY. _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 208-2022 - Resolution Designating a Portion of Church Street with the Honorary Street Name - Madre Irene Muñoz Way.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 208-2022

DISCUSSION: An application was received to designate a section of Church Street to honor Madre Irene Muñoz. This section of street has been identified as the area between the 300 - 900 block. The signs can be made by city staff and would be white lettering on a red background and installed below the current street signs. This request does not change any addresses along this route.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 208-2022

RESOLUTION DESIGNATING A PORTION OF CHURCH STREET WITH THE HONORARY STREET NAME – MADRE IRENE MUÑOZ WAY

WHEREAS, the city has received an application requesting to designate the portion of Church Street from the 300 block to the 900 block with the honorary name of “Madre Irene Muñoz Way”; and

WHEREAS, the application has been reviewed by staff for completeness and feasibility; and

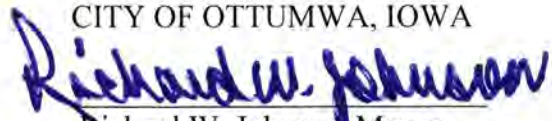
WHEREAS, the honorary designation would be affixed to the poles below the current street signage, is of a different color than the standard street signage and does not change the addresses of property along the street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the requested designation is approved and staff is directed to create and install the signage to designate the identified area with the honorary street name; 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.

APPROVED, PASSED AND ADOPTED, this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

TO WHOM IT MAY CONCERN:

I, Sandra Trejo-Wirfs, am here representing LULAC (League of United Latin American Citizens) and the Community of Ottumwa. We would like to make a proposal to the City Council members to add Sister Irene Munoz' name, to a street in the City of Ottumwa. The Street that we are proposing is Church Street from the 300 to 900 block, a total of six blocks. The reason why we chose Church Street is because of the variety of Diverse businesses that reflect the population that Sister Irene advocates for.

Sister Irene Munoz or Madre Irene, as she is known in the Latino community, was born in 1936 in West Des Moines. Tracing her activism to her father and her religious faith to her mother; she pursued the path of a nurse, a nun, and an outspoken advocate for human rights. She started her social justice service in Muscatine advocating for the rights of the farm workers and their families. As a native Iowan of Hispanic decent, she understood the difficulties the migrants faced. She fought to establish basic standards for migrant housing when she saw farmers converting chicken coops or hog sheds to migrant camps. She remembers a farmer once told her "What is a nun doing here, you're supposed to be in church praying?"

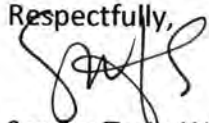
Madre Irene lobbied at the Iowa Legislature for reform of the Iowa child labor law, which until the 1960's excluded the children of migrant workers from its provisions. She fought for the children to be in school during the summer and not working in the fields. Madre Irene empowered migrant farm workers to get involved, taught them how to navigate the system and encouraged them to participate in the most fundamental expression of those rights-the right to vote. Madre Irene quoted "Of course, I was scared, but I didn't want my people to suffer". She compared her experience to "a baptism of fire, or a splash of cold water in your face".

When Madre Irene moved to Ottumwa, she was the only person that spoke Spanish in the community, and she continued to help new immigrants. Madre Irene has inspired us to become more involved in the community, reach out to those who are not as privileged as ourselves and share our talents with those around us to make a positive change in our community.

Madre Irene is a founding member of the Midwest Council of La Raza in Muscatine as well as a founding member of Ottumwa's LULAC Council, the largest and oldest Latino civil right organization in the United States. Madre Irene was a member of the Human Rights Commission in Ottumwa and was recognized by U.S.A. Today in 2020 as one of 10 Women of the Century from the State of Iowa. Madre Irene is a recipient of the Barbara Boatwright Lifetime Achievement Award and was mentioned by Katy Swalwell in her book "Amazing Iowa Women".

Please help us honor this person who has dedicated so much to our community. She has elevated Ottumwa at the state level with pride. Help us celebrate this pride by adding Sister Irene to Church Street.

Respectfully,



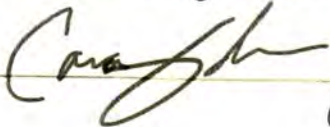
Sandra Trejo-Wirfs
LULAC 377, President
Ottumwa, Iowa
"All for One, One for All"

HONORARY STREET NAME APPLICATION CITY OF OTTUMWA, IOWA

Applicant Information:

Applicant's Name: Sandra Trejo-Wirfs
Organization/Company: LULAC 377 - Ottumwa
Street Address: 1566 N. Van Buren Ave Ottumwa, IA
Telephone Number: 414-980-0264 Email Address: sandrawirfs13@gmail.com

Honorary Street Name Request:

Name of Honoree: Madre Irene Muñoz Circle One: Alive / Deceased
Honorary Location Requested (For Example E. 4th Street between Jefferson Street and N. Clinton Street): 300 blk Church St all the way to 900 blk Church St.
City Council Endorsement (Print and Sign):  Cara Galloway

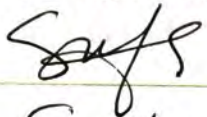
Honoree Criteria:

Please submit the following items along with your request:

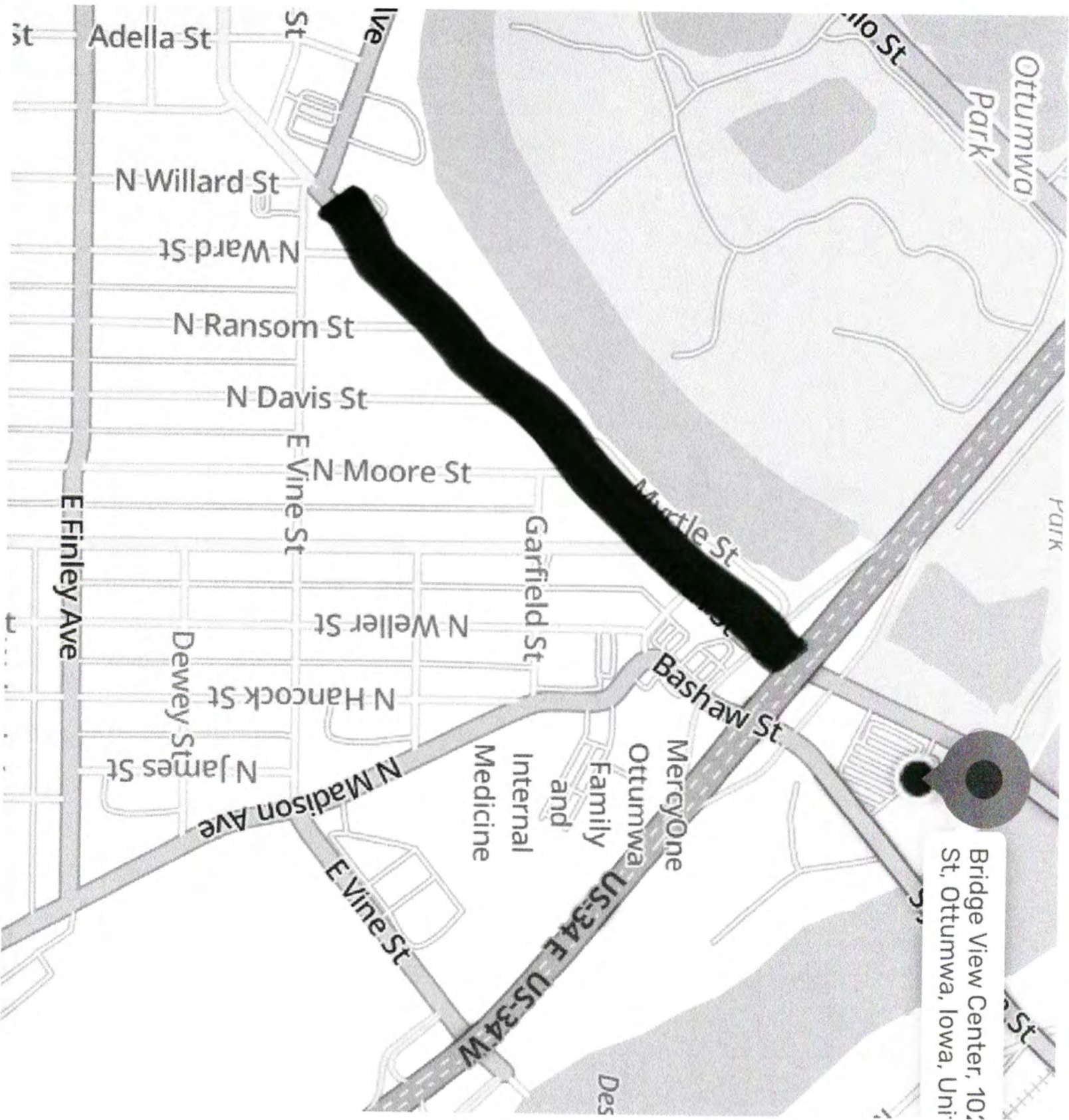
- ✓ A map reflecting the area requested for designation for honorary street signs.
- ✓ A typed statement containing no fewer than **500 words** describing the significance of the person, being honored. The statement should indicate why a particular section of street has been requested for the honorary designation.
- ✓ The appropriate fee based upon the number of signs being requested.

My application consists of the following items necessary for a complete application. Please check:

- Completed Application Form, including signed endorsement by current member of City Council
- Map reflecting the area requested for designation
- Typed statement regarding the person, place or event being honored
- \$75 per sign fee** (make checks payable to "City Treasurer")

Signature:  Date: 07/22/2022
Printed Name: Sandra Trejo-Wirfs

Upon submission of this application, please allow four to six weeks for staff to review your request with the City Council.



Bridge View Center, 10;
St, Ottumwa, Iowa, Uni

FILED

2022 JUL 28 PM 1:33

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 2, 2022

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 210-2022: A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OTTUMWA AND 1919 ARCHITECTS FOR DEVELOPING SITE PLAN PROTOTYPES AND CONSTRUCTION DRAWINGS FOR MEDIUM DENSITY INFILL AND SINGLE-FAMILY HOUSING

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 210-2022

DISCUSSION: In April, the City released a request for qualifications to develop prototype site plans, construction drawings and cost estimates for middle density infill housing and single family housing. Four responses were received. Staff reviewed responses and selected 1919 Architects. This resolution will approve a contract for professional services in order to start the project.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 210-2022

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OTTUMWA AND 1919 ARCHITECTS FOR DEVELOPING SITE PLAN PROTOTYPES AND CONSTRUCTION DRAWINGS FOR MEDIUM DENSITY INFILL AND SINGLE-FAMILY HOUSING

WHEREAS, on April 6, 2022 the City of Ottumwa released the Request for Qualifications for Architectural Services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications and Cost Estimates; and

WHEREAS, five responses were received; and

WHEREAS, staff evaluated the responses and selected 1919 Architects because of the firms excellent qualifications, demonstrated experience and competitive price and because the firm proposed the work plan and scope of services most in line with City's goals for the project; and

WHEREAS, the proposed fee for this project is \$85,920.00 for Architectural and Engineering Fees for medium density infill and \$24,560.00 for single-family housing; and

WHEREAS, the Council allocated \$150,000 in the Capital Improvements Plan for this project;

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

The Standard Agreement, Terms and Conditions for Professional Services with 1919 Architects is approved and that the Mayor is directed to sign and execute the agreement.


Approved, passed and adopted this 2nd of August 2022.

CITY OF OTTUMWA, IOWA

BY


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk

STANDARD AGREEMENT, TERMS AND CONDITION

AGREEMENT made as of the Fourteenth day of June in the year Two Thousand Twenty-Two.

BETWEEN the Architect's client identified as the Owner:

City of Ottumwa
105 3rd Street E
Ottumwa, Iowa, 52501
(641) 683-0606

And the Architect:

1919 Architects, P.C.
4000 Morsay Drive
Rockford, Illinois 61107
Phone: 815-229-8222

For the following Project:

City of Ottumwa Housing Prototypes
Scattered Sites
Ottumwa, Iowa

Project Description:

Architectural Services for Missing Middle Medium Density Infill and Market-Rate Single Family Housing Site Plan Prototypes, Drawings, Specifications, and Cost Estimates.

The Owner and Architect agree as follows:

1919 Architects shall perform the services outlined in this agreement for the stated fee arrangement.

The Agreement: This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of Iowa. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Architect. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement

Standard of Care: In providing services under this Agreement, 1919 Architects shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. 1919 Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Compensation for Architectural & Engineering Services Middle Medium Density Infill Housing

• Architectural and Engineering Fees	\$85,920.00
• Total Fixed Fee:	\$85,920.00

Compensation for Architectural & Engineering Services Market Rate Single Family Housing

• Architectural and Engineering Fees	\$34,560.00
• Total Fixed Fee:	\$34,560.00

Our fee is broken down as follow:

Schematic Design/Preliminary Study Phase:	10%
Design Development Phase:	15%
Contract Document Phase:	75%
Bidding Phase:	0%
Construction Administration:	0%
Total Fee:	100%

Invoices will be sent after completion of each phase above.

Fee does not include any building permit/plan review fees. These items will be a direct expense by the Client.

Compensation for Additional Services beyond the Fixed Fee proposal shall be billed at the Architect's billing rates listed below, or a mutually agreed upon Lump Sum fee.

Architect's Hourly Rates with Overhead and Profit:

Project Architect:	\$185.00
Architect:	\$135.00
Project Manager:	\$110.00
CAD/BIM Drafter:	\$75.00
Clerical:	\$65.00

Reimbursable Fees: All incurred expenses relating to the agreed upon project shall be invoiced back to the customer at 110%. These expenses may include but are not limited to; mileage, legal fees, software fees, plotting and copying fees, permitting fees, plan review fees and travel expense. Mileage reimbursement shall be billed at the current federal mileage rate. Where the fee arrangement is to be on an hourly basis, the rates used shall be those that prevail at the time services are rendered.

Billings/Payments: Invoices for 1919 Architects' services shall be submitted after completion of each phase identified above. Invoices shall be paid **within 30 days** of the invoice date. If the invoice is not paid within 60 days, 1919 Architects may terminate all services and any of its other obligations under this Agreement, free of any and all liability, and shall be entitled to any remedy available at law or equity. 1919 Architects does not waive any claim or right against Client by terminating services for nonpayment. Only a 1919 Architects officer has authority to enter into alternative payment agreements. No Secondary payment agreement shall be binding upon 1919 Architects unless agreed to in writing by the company representative.

Late Payments: Invoices that are not paid within 30 days of the invoice date may include a Late Fee of 1.5% per month from the date of invoice.

Hazardous Materials Indemnity: The Client agrees, notwithstanding any other provisions of this Agreement,

to the fullest extent permitted by law, to indemnify and hold harmless 1919 Architects, its officers, partners, employees and sub-consultants (collectively, 1919 Architects) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of 1919 Architects.

Indemnification: The Client shall indemnify and hold 1919 Architects harmless from and against any and all claims, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by or in a contractual relationship with the Client (except 1919 Architects), or anyone for whose acts of them may be liable.

1919 Architects shall indemnify and hold the Client harmless from and against any and all claims, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of 1919 Architects, anyone directly or indirectly employed by or in a contractual relationship with 1919 Architects (except the Client), or anyone for whose acts of them may be liable.

Dispute Resolution: Any claims or disputes between the Client and 1919 Architects arising out of the services to be provided by 1919 Architects or out of this Agreement shall be submitted to nonbinding mediation. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be through litigation in a court of competent jurisdiction.

Architect's Insurance: The Architect shall maintain the following insurance until termination of this Agreement:

- Commercial General Liability with policy limits of not less than One Million (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Employers' Liability with policy limits not less than Five Hundred Thousand (\$500,000.00) each accident, Five hundred thousand (\$500,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.
- Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$1,000,000.00) per claim and Two Million (\$2,000,000.00) in the aggregate.

Access to Site: Unless otherwise stated, 1919 Architects will have access to the site for activities necessary for the performance of 1919 Architects' services. 1919 Architects will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Jobsite Safety: Neither the professional activities of 1919 Architects, nor the presence of 1919 Architects or its employees and sub-consultants at a construction/project site, shall impose any duty on 1919 Architects, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. 1919 Architects and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. 1919 Architects may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. 1919 Architects shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Termination of Services: This agreement may be terminated by the Client, or 1919 Architects should the other party materially breach this Agreement. Nonpayment by the Client shall be a material breach of this Agreement. This Agreement may be terminated by the Client, without cause and for its convenience upon thirty (30) days written notice to 1919 Architects. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. In the event of termination, the Client shall pay 1919 Architects for all satisfactory services rendered up to and including the date of termination, and all reasonable reimbursable expenses associated with the project incurred up to and including the date of termination. Additionally, upon termination of the Agreement, the Client shall retain ownership in or will be granted possession or ownership of all Deliverables performed prior to the date of termination. 1919 Architects agrees to work cooperatively with the Client upon termination to ensure that all necessary ownership and possession is secured.

Ownership of Documents: 1919 Architects agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this Agreement and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the Client. 1919 Architects will be required to assign all right, title, and interest in and to all of the foregoing to the Client. As owner of the Deliverables and related intellectual property rights, the Client may: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit, or use the Deliverables as the Client sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display, and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to 1919 Architects.

On-Site Observation: On-site observation of Contractor's work is not part of Architect's work unless

explicitly a part of the Scope of Services. If on-site observation of Contractor's work is a part of this Agreement, Architect shall make visits to the site at intervals appropriate to the various stages of construction as Architect deems reasonable. The site visits are for the limited purpose of becoming generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Architect does not guarantee or warrant the performance of Contractor. Architect is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, or programs in connection with the construction work. Architect is not responsible for Contractor's failure to execute the work in accordance with the contract documents. Architect is not responsible in any way for Contractor's, Subcontractors', or their agents or employee's compliance with OSHA or any federal, state, or local laws or regulations. Architect is not responsible for Project or site safety. Project and site safety shall be the sole responsibility of Contractor. Architect shall not have control over or charge of acts or omissions of Contractor, Subcontractor, or their agents or employees, or any other persons performing portions of the work. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against Architect, and indemnify, defend, and hold Architect harmless from any claim or liability for injury or loss arising from Architect's alleged failure to exercise site safety responsibility. Client also shall compensate Architect for any time spent or expenses incurred by Architect in defense of any such claim. Such compensation shall be based upon Architect's prevailing fee schedule and expense reimbursement policy.

Shop Drawing Review: The Architect shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Architect, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgment to permit adequate review. Review of specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. The Architect shall not be responsible for any deviations from the contract documents not brought to the attention of the Architect in writing by the Contractor. The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Force Majeure: Architect shall not be responsible or liable for any damages or delay, including, but not limited to, those which arise from Acts of God, strikes, walkouts, accidents, Government Acts, or other events beyond the control of Architect.

Applicable Laws: This Agreement shall be governed by the laws of the State of Iowa.

This Agreement entered into as of the day and year first written above.

Richard W. Johnson

OWNER *(Signature)*

ARCHITECT *(Signature)*

Richard W. Johnson, Mayor

(Printed name and title)

Ronald G. Billy, Jr. President, NCARB LEED AP



City of Ottumwa

Architectural Services for Missing Middle
Medium Density Infill and Market-Rate Single
Family Housing Site Plan Prototypes, Drawings,
Specifications and Cost Estimates

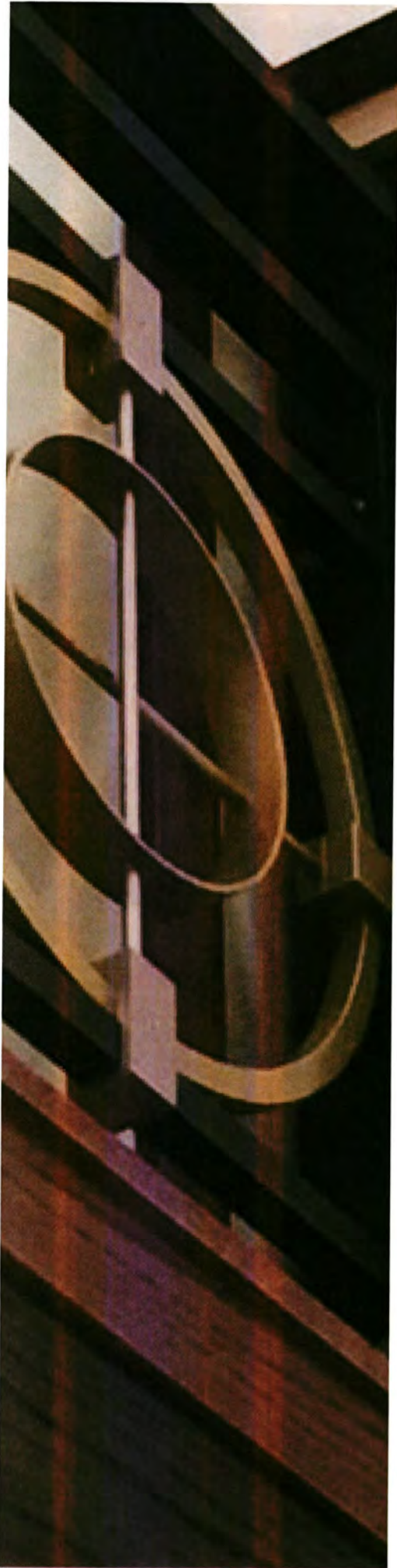


Table of Contents

Cover Letter.....	3
Firm Background.....	4
Detailed Description of Project Team.....	5
Resumes	
Demonstrated Experience in Delivering Architectural Work Product.....	9
New Construction Housing Experience	
Multi-Family Experience	
Single Family Experience	
Estimate of Project Cost.....	20
Project Timeline.....	20
Sub-Consultants.....	21
Firm Background	
Resumes	
Understanding of the Nature of the Project.....	28
Special Conditions.....	28





1919 ARCHITECTS
4000 Morsay Drive
Rockford, IL 61107
T: 815-229-8222
www.1919architects.com

May 6, 2022

City of Ottumwa
Attn: Zach Simonson
Community Development Director
105 E. Third Street
Ottumwa, Iowa 52501

Dear Selection Committee:

The 1919 Architects team is pleased to submit our qualifications to the City of Ottumwa for prototypes, drawings, specification and cost estimates for your ongoing missing middle medium density infill and market-rate single family housing site plan programs. We would like to commend you our progressive partnerships between City government and private business and industry to continue to grow the city.

Our firm has a history of working with various housing projects from the inception of the firm in 1919. Over our 103 year history, we have worked with many affordable and market rate clients on various new construction, renovation and rehabilitation projects throughout Iowa, Illinois, Wisconsin, South Carolina, Georgia, Florida, Texas, Oklahoma and Arizona.

It is our belief that good design supports your vision of continued growth, promotes an optimal living standard and facilitates interaction between residents, the city and the community. Our philosophy is to make the affordable environments we design to be competitive with market rate housing features and finishes, giving a sense of pride for all who live within them.

Our team engages with the full range of project participants and community stakeholders to create planning and design solutions reflective of your community and its unique values, in adherence with schedule and budget expectations.

Since the firm designed our first building in 1919 our clients have enjoyed the results of space that we have designed with them in mind. Our projects are managed by a principal with the remaining staff as support to ensure expedient implementation and compliance with the owner's goals. I appreciate your time in reviewing our qualifications and we look forward to developing a relationship with the City of Ottumwa.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald G. Billy, Jr.', written in a cursive style.

Ronald G. Billy, Jr. NCARB, LEED AP
President
1919 Architects

Firm Experience and Background



1919 Architects is an S-Corp incorporated in Illinois and one of the oldest continuing architectural practices in the United States, recently celebrating 102 years of architectural excellence. We are a full service architectural firm with extensive experience as architects, designers and developers. Since the company inception in 1919, the firm has remained committed to a client-centered approach. We believe strongly that the relationship between a client and an architect is a partnership that strengthens the whole community.

EXPERIENCE

1919 Architects is committed to designing and modernizing buildings for our clients that is intended to enhance the community, improve neighborhoods and be a source of pride for the community.

LOCATIONS

1919 Architects Corporate Office:

4000 Morsay Drive
Rockford, Illinois 61107.

Branch Offices

23150 Fashion Drive, Suite 232-R
Estero, Florida 33928
Firm Incorporated in Florida in 2002

2021 Guadalupe Street, Ste 260
Austin, Texas 78705

CONTACT INFORMATION

Ronald G. Billy, Jr., NCARB, LEED AP, President
4000 Morsay Drive, Rockford, Illinois 61107
815-229-8222 Ext. 1 Phone
815-914-9005 - Cell Phone
Fax - N/A
Ron@1919architects.com

FIRM OWNERSHIP

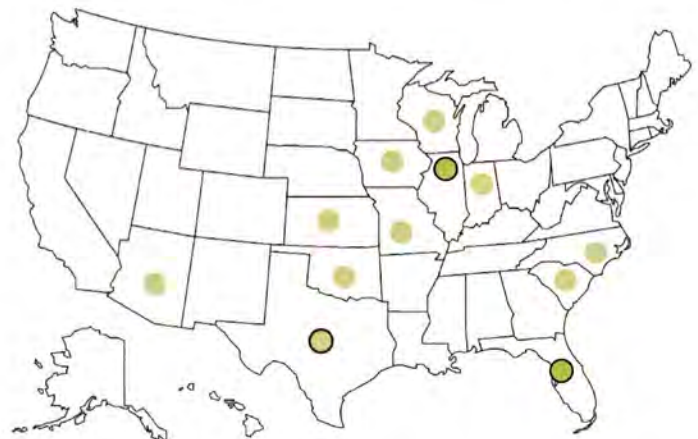
Ronald G. Billy, Jr. - President
Zach Enderle - Vice President

FORMER COMPANY NAMES

Jesse Barloga, 1919-1947
Barloga, Knowland, 1947-1957
Knowland, Smith, 1957-1970
Knowland, Smith, Tyson, 1970-1978
Smith, Tyson & Associates, Inc. 1978-1990
Tyson Architects, 1990-1997
Tyson Architects, P.C. 1997-1998
Tyson and Billy Architects, 1998-2021

LICENSURE

The firm is licensed in Iowa, Missouri, Illinois, Florida, Indiana, Texas, Wisconsin, Oklahoma, Kansas, North Carolina, South Carolina and Arizona.





Ronald G. Billy, Jr., NCARB, LEED AP

Principal In Charge

Ron brings 30 years of experience. Along with day-to-day firm operations, Mr. Billy is responsible for ensuring that the design meets all code compliance and company drafting standards. Mr. Ron will conduct meetings, oversee the architectural field observations, and oversee the construction management process.

Project Experience

Rose Michael Senior Apartments, Ft. Madison, IA
14 Unit Senior Apartment Building

Legacy Manor of Waterloo, Waterloo, IA
60 Unit Senior Apartment Building

Legacy Manor of Mason City I, Mason City, IA
48 Unit Senior Apartment Building

Legacy Manor of Mason City II, Mason City, IA
48 Unit Senior Apartment Building

Legacy Manor of Cedar Rapids, Cedar Rapids, IA
60 Unit Senior Living Apartment Building

Hamilton Place Apartments, Burlington, IA
15 Unit Senior Apartment Building

Charles Place Senior Apartments, Rushville, IL
15 Unit Senior Apartment Building

Findley Place Senior Apartments, Pittsfield, IL
15 Unit Senior Apartment Building

Badger Ridge Homes, East Dubuque, IL
42 Single Family Home Development

3rd & 11th Townhomes, Rock Island, IL
7 Unit Townhome Building

11th Street Duplex, Rock Island, IL
2 Unit Duplex

Manor at Prairie Crossing, Mahomet, IL
18 Unit Senior Apartment Development

Greenville Townhomes, Greenville, South Carolina
14 Unit Townhome Development

EDUCATION

Bachelor of Architecture in Design,
University of Illinois at Chicago, 1992

CERTIFICATIONS

Professional Architect

Illinois
Iowa
Wisconsin
Missouri
Florida
Oklahoma
Kansas
Indiana
South Carolina
Texas
Arizona

Licensed Interior Designer
Illinois

ORGANIZATIONS

Miracle Mile Board Member
Rockford Rescue Mission Board Member



Zachary Enderle, AIA, LEED AP, NCARB

Project Manager

Zach manages projects from initial project conception through construction and project closeout. Throughout his career, he has gained experience in a number of different project delivery types, from Design-Bid-Build to Design-Building and this experience has allowed him to adapt to the client's needs specific to each individual project.

Project Experience

11th Street Duplex, Rock Island, IL
2 Unit Duplex

Brookstone & Regency at Coles Park, North Chicago, IL
50 Unit Senior Building & 170 Townhome Units

Housing Authority of the City of El Paso, El Paso, TX
Cielo Tower Rehabilitation - LIHTC - RAD Conversion

McAlester Housing Authority, McAlester, OK
Scattered Site Capital Fund Improvements, Interior, Exterior & Site Improvements

St. Petersburg Housing Authority, St. Petersburg, FL
Disston Place Kitchen & Bathroom Remodel
Gateway Place Kitchen & Bathroom Remodel
New 36 Unit Senior Apartment

Tampa Housing Authority, Tampa, FL
Gardens at SouthBay Roof Vent Correction
J.L. Young Flooding & Erosion Correction
Shimberg Parking Lot Re-Surfacing
Main Street Warehouse Remodel

Housing Authority of DeKalb County, DeKalb, IL
Mason Courts New Sidewalks & Landscaping
Taylor Street Plaza Boiler Replacement

Hammond Housing Authority, Hammond, IN
Turner Park Sidewalk & Window Replacement

Flagg-Rochelle Community Center, Rochelle, IL
92,000 Square Foot Recreation Center

Glade Parks, Euless, TX
Sleep Number
Texas Star Academy
Uptown Cheapskate
Torrid
Top Leader

EDUCATION

Master of Architecture, University of Illinois at Urbana Champaign, 2010

Bachelor of Science in Architectural Studies, University of Illinois at Urbana Champaign, 2008

CERTIFICATIONS

Professional Architect
Illinois
Wisconsin
North Carolina
Texas

ORGANIZATIONS

Next Rockford
YMCA Advisory Council - Vice Chairman
YMCA Diversity, Equality & Inclusion Committee Member
Riverside Community Church Youth Committee Director
American Institute of Architects (AIA)



Joseph Kreidl

Architectural Drafting Technician

Joseph is responsible for preparing detailed architectural drawings for residential and commercial construction projects. He creates architectural drawings based on building specifications, calculations and sketches. He analyzes building specifications, codes and space to create architectural design and works with Project Managers to ensure that construction projects are in accordance with design specifications.

Project Experience

Housing Authority of the City of Freeport, Freeport, IL

Westview Office Addition & Remodel
Westview Pavement & Curb Replacement
Willow Ave Bathtub Replacement & Accessibility Improvements

St. Petersburg Housing Authority, St. Petersburg, FL

Disston Kitchen, Bath Remodels & Stair Replacement
Gateway Place Kitchen & Bath Remodels

Columbia Housing Authority, Columbia, SC

Scattered Site Single Family Home Rehabilitations

Rockford Public School District 205, Rockford, IL

Haskell Elementary School Roof Replacement
Kennedy Middle School Roof Replacement
Barbour Dual Language Academy Door Replacement

Alexander County Housing Authority, Cairo, IL*

Lobby Renovation
Duplex/Quadplex & Towers Abatement
Various Sidewalks, Parking Lots and Grade Replacements

Jackson County Housing Authority, Murphysboro, IL*

Duplex/Quadplex & Towers Abatement
Exterior Improvements - Canopies, Siding, Brick
Lobby Renovation
Door & Door Hardware
Lighting Plans

Saline County Housing Authority, Harrisburg, IL*

Duplex to Quadplex Conversions
Plumbing/Mechanical/Plumbing Demo/Renovation Drawings

Housing Authority of Edgar County, Paris, IL*

Various Roofing Projects

** Denotes projects completed while Mr. Kreidl was employed with another firm.*

EDUCATION

Master of Architecture
Southern Illinois University, In Progress

Bachelor of Architectural Studies
Minor Environmental Studies
Southern Illinois University, 2020

ORGANIZATIONS

American Institute of Architects (AIA)



EDUCATION

Bachelor of Arts, Finance
Kaplan University, 2006

Associate of Arts, Marketing
Rockford Career College, 2000

Continuing Education
Interior Design

Tabitha Billy

Interiors

Ms. Billy has managed numerous interiors projects in various sizes and budgets. She is responsible for conducting client consultations, defining client vision, developing interior design concepts, detailing room layouts, furniture, fabric and accessory selections. She is also responsible for preparing and presenting project proposals and budget forecasts.

Project Experience

Apostles Village Senior Living, Brandon, FL
Furniture & Art Procurement

Hope Harbor of Oklahoma City, Oklahoma City, OK
Furniture & Art Procurement

The Mission at Agua Fria, Peoria, AZ
Furniture & Art Procurement

LaMoine Assisted Living Facility, Macomb, IL
Furniture & Art Procurement

Whispering Hills, Port Byron, IL
Furniture, Fixtures & Equipment (FF&E)

Rockford Housing Authority, Rockford, IL
Midvale Apartments Furniture Procurement & Installation
Buckbee Apartments Furniture Procurement & Installation
Summit Apartments Furniture Procurement & Installation
Olesen Plaza Furniture Procurement & Installation
Park Terrace Furniture & Art Procurement & Installation

Christian Life Retirement Center, Various Locations
CLRC V Phase 1, Furniture & Art Procurement, North Aurora, IL
CLRC V Phase 2, Furniture & Art Procurement, North Aurora, IL
CLRC III, Phase 1, Furniture & Art Procurement, Sterling, IL
CLRC IV, Furniture & Art Procurement, Loves Park, IL
CLRC Allerton Addition, Furniture & Art Procurement, Rockford, IL
CLRC Mulford, Furniture Procurement, Rockford, IL

Rock Island HA, Rock Island, IL
Spencer Tower Interiors New Lobby Furniture
Cascade Gardens Furniture, Fixtures & Equipment (FF&E)

Rolling Prairie Apartments, Freeport, IL
Furniture & Art Procurement

Dierk Drive Apartments, Freeport, IL
Furniture & Art Procurement

1919 Architects New Construction Multi-Family Experience

- **11th Street Duplex, Rock Island, IL - 2 Units**
- **Pinewood Place, Champaign, IL - 25 Units**
- **Emil Apartments, Ft. Pierce, FL - 10 Units***
- Lincolnshire Place Muncie, Muncie, IN - 40 Units
- **Hope Harbor of Oklahoma City, Oklahoma City, OK - 54 Units**
- **Manor at Prairie Crossing, Mahomet, IL - 18 Units**
- The Mission at Agua Fria, Peoria, AZ - 90 Units
- **Harborview Townhomes, East Chicago, IN - 7 Units**
- Lincolnshire Place Ft. Wayne, Ft. Wayne, IN - 40 Units
- **Legacy Manor of Mason City I, Mason City, IA - 48 Units**
- **Legacy Manor of Mason City II, Mason City, IA - 48 Units**
- Lincolnshire Place Decatur, Decatur, IL - 40 Units
- **Brookstone & Regency at Coles Park, North Chicago, IL - 220 Units**
- **Providence at Sycamore Hills & Thornberry, Champaign, IL - 252 Units**
- **Badger Ridge Homes, East Dubuque, IL - 42 Single Family Homes**
- **Twin Lakes Senior Villas, Rantoul, IL - 42 Units**
- **Hamilton Place Apartments, Burlington, IA - 15 Units**
- **Hamilton on the Park, Urbana, IL - 36 Units**
- **Spring Ridge Senior Apartments, Rockford, IL - 60 Units**
- **Gable Point Senior Apartments, Crystal Lake, IL - 60 Units**
- **Cascade Gardens, Rock Island, IL - 70 Units**
- **3rd & 11th Townhomes, Rock Island, IL - 7 Units**
- **Findley Place Senior Apartments, Pittsfield, IL - 15 Units**
- **Rose Michael Gardens, Ft. Madison, IA - 14 Units**
- **Legacy Manor of Shawnee, Shawnee, OK - 60 Units**
- **Rolling Prairie Apartments, Freeport, IL - 25 Units**
- **Dirck Drive Apartments, Freeport, IL - 23 Units**
- **Alden Horizon of Elgin, Elgin, IL - 60 Units**
- **Lincoln Manor, Rochelle, IL - 58 Units**
- **Apostles Village, Brandon, FL - 55 Units**
- **Legacy Manor of Cedar Rapids, Cedar Rapids, IA - 60 Units**
- Town & River Senior Living, Lehigh Acres, FL - *
- **Legacy Manor of Waterloo, Waterloo, IA - 60 Units**
- **Commonwealth Apartments, Loves Park, IL - 9 Units**
- **Charles Place Apartments, Rushville, IL - 15 Units**
- Sunset Lakes, Lehigh Acres, FL - 136 Units*
- **The Landings, Carbondale, IL - 110 Units***
- **Morning Star Village, Rockford, IL - 75 Units**
- **Rock Ridge Apartments, McAlester, OK - 15 Units**
- **Enola A. Dew Apartments, Chicago, IL - 60 Units**
- **Mapleway Achievement Center, Monmouth, IL - 6 Units**
- Cresthaven, Orland Hills, IL - *
- **Prairie View Villas, Pekin, IL - 15 Units**
- **Cottonwood CILA Group Home, East Peoria, IL - 6 Units**
- **Rolling Meadows, Taylorville, IL - 23 Units**
- **Transitions Group Homes, Quincy, IL - 6 Units**
- **Creekside Terrace, Cissna Park, IL - 16 Units**
- **Deer Creek Manor, Danville, IL - 25 Units**
- **Marion Corner Apartments, Carthage, IL - 10 Units**
- **Prairie View Achievement, Monmouth, IL - 9 Units**
- **Bridgeway Kewanee, Kewanee, IL - 10 Units**
- **Donald W. Kent Residence, Northlake, IL - 72 Units**
- **Victorian Woods, Decatur, IL - 59 Units**
- **LaSalle Manor, LaSalle, IL - 48 Units**
- **Bridgeway Galesburg, Galesburg, IL - 10 Units**
- **Legacy Manor of Shawnee, Shawnee, OK - 60 Units**
- **Oak Forest Horizon, Oak Forest, IL - 85 Units**
- **Capital Retirement Village, Springfield, IL - 59 Units**
- **Assisi Downer Place, Aurora, IL - 80 Units**
- **Alden Horizon of Barrington, Barrington, IL - 60 Units**
- **Harvest Hills, Quincy, IL - 35 Units**
- **Calumet Park Apartments, Chicago, IL - 144 Units**
- **51st & Prairie Apartments, Chicago, IL - 49 Units**

* Buildings that were designed, but never built
 Bold items reflect affordable housing projects



Rose Michael Gardens

Fort Madison, Iowa



Rose Michael Gardens

Fort Madison, Iowa

Location

4516 Avenue L
Fort Madison, Iowa 52627

Completion Date

July 2012

Construction Cost

\$2.1 Million

The firm worked with the West Central Illinois Agency on Aging to design the Rose Michael Independent Senior Living Facility, located in Fort Madison, Iowa. Rose Michael is a 14 unit independent senior living facility featuring one bedroom units connected by an internal corridor, as well as, an exterior door entrance for each apartment unit. The exterior facade has fiber cement board siding and brick veneer. The interior amenities include; a community room with a small warming kitchen, central laundry and a leasing office. This project was funded under the HUD 202 program.

Hamilton Place Apartments

Burlington, Iowa



Hamilton Place Apartments

Burlington, Iowa

Location

3325 Sterling Dr.,
Burlington, IA 52601

Completion Date

June 2014

Construction Cost

\$2.2 Million

Hamilton Place Apartments is a fifteen unit independent living apartment for low income individuals 62 years of age or older. The facility was funded under the HUD 202 program. The design consist of (14) fourteen one bedroom units and (1) two bedroom unit. Each unit has a covered exterior patio. Amenities includes central community room, laundry facility and administrative offices. The building was designed to meet Energy Star for New Homes and certified. The firm was responsible for the preliminary design and planning, construction documents, and construction administration for this project.

Brookstone and Regency at Coles Park
North Chicago, Illinois



Regency at Cole Park & Brookstone at Cole Park
North Chicago, Illinois

Name

Regency & Brookstone at Coles Park

Location

North Chicago, Illinois

Completion Date

August 2022

Construction Cost

\$34 Million

1919 Architects designed Regency at Coles Park a 50 unit senior living facility and Brookstone at Coles Park, 170 unit multi family mixed housing townhomes and a community building. Regency at Coles Park and Brookstone at Coles Park will replace the Marion Jones Townhomes which were built in 1961 and had reached the end of their useful life.

The new complex will consist of 28 buildings in a campus setting and the community building will house a computer lab, fitness center, community kitchen, recreation area and activity space for children. Twenty two of the units will be accessible units, five will serve as sensory impaired units and twenty two units will be adaptable units. Each unit will have a washer and dryer and Energy Star-rated dishwasher.

51st and Prairie Apartments

Chicago, Illinois



51st and Prairie Apartments

Chicago, Illinois

Name

51st and Prairie Apartments

Location

Chicago, Illinois

Owner

KLY Development

Completion Date

2023

1919 Architects has been working with KLY Development on a 49 unit mixed use, 4-story apartment building located in a Transit Oriented District in the City of Chicago.

This mixed use property will feature 4,412 square feet of retail space, 3 studio apartments, 14 one bedroom apartments, 31 two bedroom apartments and 1 three bedroom apartment. The retail will be located along 51st Street, as per the request of the alderman. This site required a zoning change to meet the mixed use development.

Manor at Prairie Crossing

Mahomet, Illinois



Manor at Prairie Crossing

Mahomet, Illinois

Name

Manor at Prairie Crossing

Construction Cost

\$2,848,742

Completion Date

September 28, 2017

The Manor at Prairie Crossing is an eighteen unit senior living development. The project was funded using conventional financing from a local bank. There are three (3) six unit buildings. Each unit is one bedroom with a den. The buildings were designed so that each resident has a private garage. The kitchen is open to the living room with a raised eating bar. Other amenities include; individual clothing washer and dryers, a covered patio, as well as, a rear patio. The units were designed for easy future mobility and accessibility modifications and ample bathrooms to accommodate walkers and/or wheelchairs. The exterior was designed with bold and vibrant colors and was set on the site to take advantage of an adjacent pond.

3rd and 11th Townhomes

Rock Island, Illinois



3rd & 11th Townhomes Rock Island, Illinois

Name

3rd & 11th Townhomes

Construction Cost

\$1.1 Million

Completion

July 2015

The 3rd & 11th Townhomes are seven new infill townhomes consist of four 3-bedroom and three 2-bedroom single family units. The townhomes have an open floor plan, carpeted bedrooms, and wood laminated floors in main living area. Each unit includes a dishwasher, refrigerator, stove, washer, dryer, and separate heating and air conditioning systems. 1919 Architects was responsible for the design and planning, construction documents, and construction administration for this project. The building is located in a historic neighborhood and design elements of the exterior reflect the architecture of the surrounding neighborhood.

3rd & 11th Street Duplex

Rock Island, Illinois



3rd & 11th Street Duplex

Rock Island, Illinois

Name

3rd & 11th Duplex

Construction Cost

\$298,900

Completion

November 2021

1919 Architects worked with Community Home Partners on a new construction duplex adjacent to the 3rd and 11th Townhomes. Each unit of the duplex features two bedrooms and one bathroom with laundry.

The Community Home Partners purchased a home next to the 3rd & 11th Townhomes that Tyson and Billy Architects designed for them. The home was torn down via a demo and disposition and our firm was commissioned to design the new structure. The site is very tight and with the current zoning regulations the duplex was designed to resemble a single family home. A variance was received for parking from the adjacent property and rear yard set back. The second floor unit living room will have a vaulted ceiling to enhance the volume of the space.

New Construction Multifamily Project
New Port Richey, Florida



Copyright © 2020 Tyson and Billy Architects, P.C. All rights reserved.

As part of a recent Request for Proposal for the Pasco County Housing Authority, firm was asked to provide a sample elevation and layout for a new 77 unit, multifamily affordable housing development intended for veterans and intellectually challenged residents to be located in New Port Richey, Florida. The housing authority requested a single story design for the 8.35 acre site.

Houston Housing Authority 5th Ward
Houston, Texas



Houston 5th Ward

Houston, Texas

Name

Houston 5th Ward Conceptual

Construction Cost

N/A

Completion

N/A

The firm designed an entire city block in Houston's Historic 5th Ward as part of an RFQ interview. 1919 Architects designed single family homes that reflected the character of the historic structures surrounding the site. The detailing of the elevations and the "craftsman" style appearance. Along Lyons Avenue we designed a four story mixed use apartment building to act as a buffer for the busy throughout fare. The buildings along Lyons Avenue are multi story and higher density properties. A clubhouse was also included along with a recreational pool to assist residents during the hot summer months of Texas.

Badger Ridge Homes
East Dubuque, Illinois



Badger Ridge Homes
East Dubuque, Illinois
Construction Cost
\$1.8 Million
Completion
2005

The firm worked with the Housing Authority of Jo Daviess County and a private developer to design Badger Ridge Homes, a 42 single family home development. Badger Ridge Homes is a rental community set on a beautiful rolling ridge in a country setting. The community is located 10 minutes from downtown Dubuque, Iowa. The Badger Ridge Community consists of 42 affordable rental homes with three (3) bedroom, two (2) baths and an attached two (2) car garage.

Estimated Project Cost

1. Missing Middle Housing Opportunity Medium Density Infill

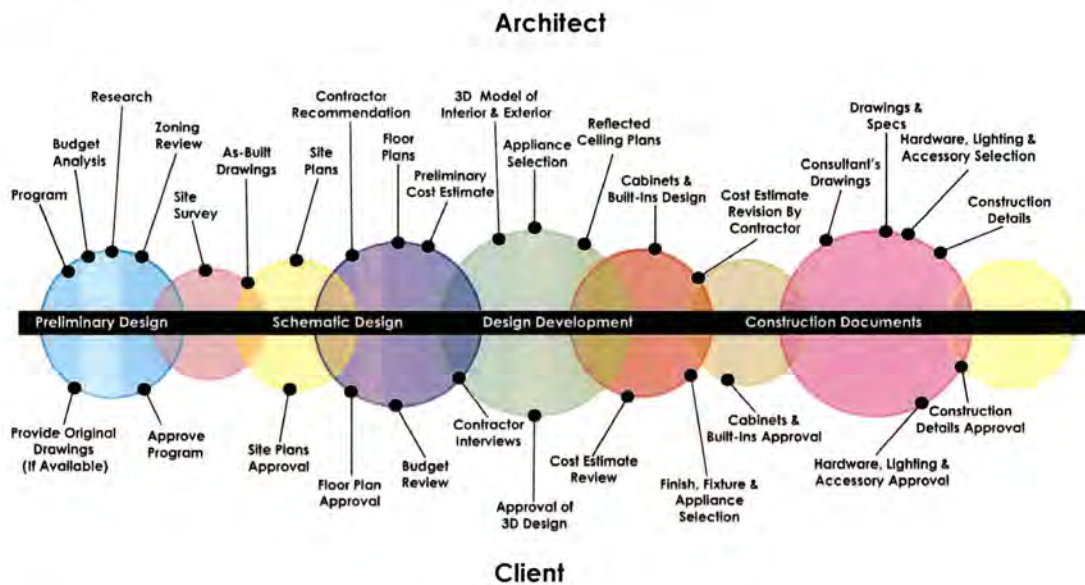
Our team will provide site plan prototypes that will also include concept floor plans (four concepts) and elevations. Our proposed fee is as follows to present design ideas for approval and then drawings for permit review.

Architectural Services	\$53,700
Mechanical, Electrical Plumbing, Fire Protection (if Required) Services	\$17,900
Structural Engineering Services	\$14,320
Total Fee	\$85,920

2. Market Rate Single Family Housing

Architectural Services	\$21,600
Mechanical, Electrical, Plumbing Services	\$7,200
Structural Engineering Services	\$5,760
Total Fee	\$34,560

Project Timeline



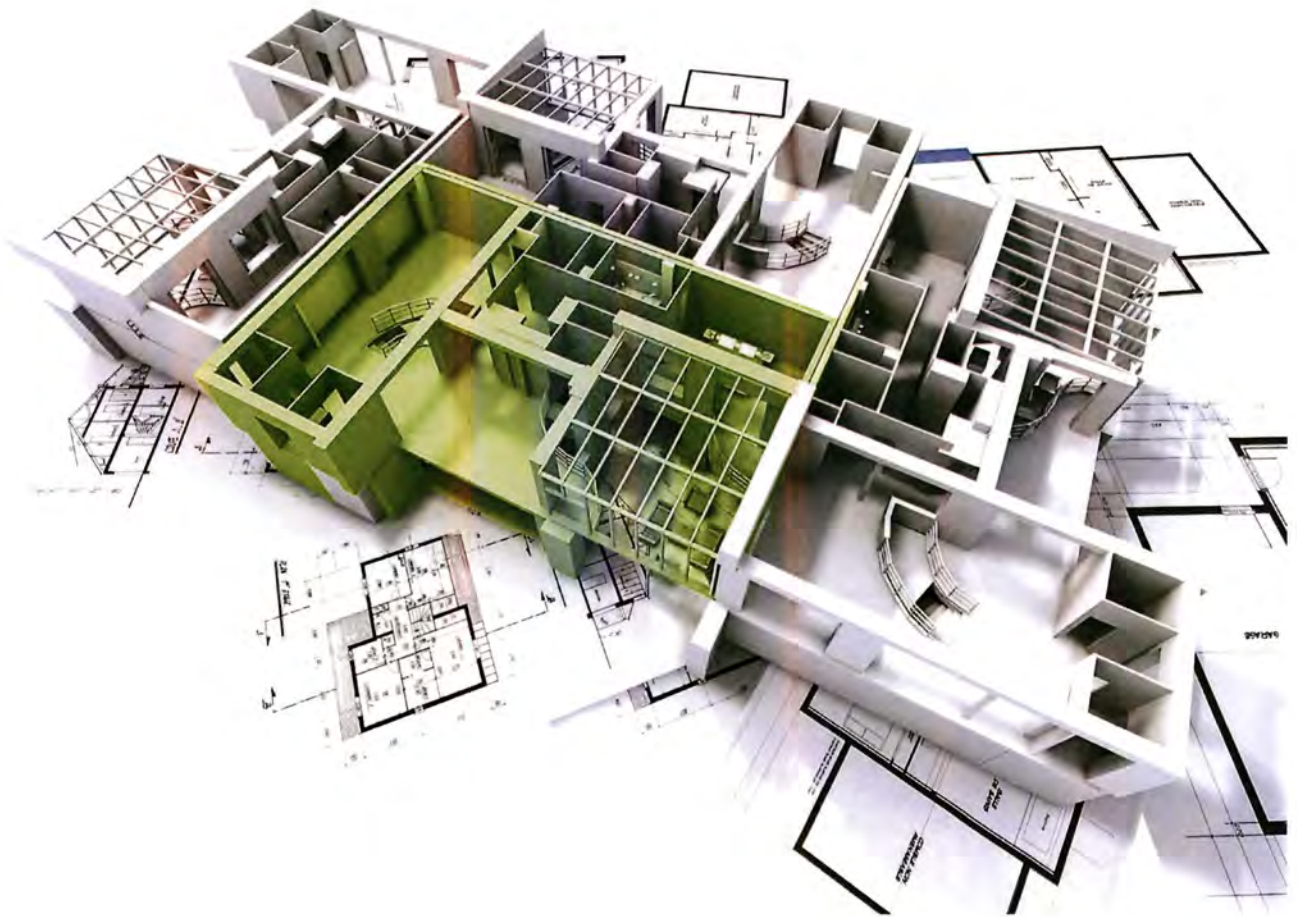
After award of the project we propose the following schedule.

Phase	Time
Preliminary Design Services <ul style="list-style-type: none"> Owner Meetings Building Design Style Concept Drawings for Review 	45 Calendar Days
Owner & City Council Approval	TBD
Drawings for Permits	60 Calendar Days

Sub-Consultants

For the City of Ottumwa, 1919 Architects has utilized TRC Worldwide Engineering, an MBE firm for mechanical, electrical, plumbing and structural engineering services. We have worked with TRC Worldwide Engineering for over five years on affordable housing, senior and educational projects in Texas, Oklahoma, Illinois, Florida and South Carolina. Please see the following pages for additional information and resumes for TRC Worldwide Engineering.

TRC
WORLDWIDE ENGINEERING



Profile

TRC Worldwide Engineering, Inc. is a dynamic multi-disciplinary engineering firm headquartered in Brentwood, Tennessee. By dedicating themselves to securing talented industry professionals and maintaining partnering relationships with several preeminent organizations, TRC been at the developmental forefront for some of the nation's most unique structures. Their dedication to efficient design and cost-saving alternatives has enabled them to successfully position themselves as an attractive resource to buyers, builders and designers alike.

Growth

Founded in 1989 as a structural engineering firm, TRC initially provided support services to the architectural community. Initiating its acquisition strategy, TRC strengthened the firm's capabilities through the presence of Jenkins & Charland, Inc., a Florida-based structural engineering firm, and the purchase of H.Wilden & Associates, a Pennsylvania-based firm providing consulting in the Precast Concrete Industry. Since, They have strategically and successfully grown to 18 offices domestically and three internationally India and Malaysia.

TRC continues to reinforce its core structural engineering services while diversifying and expanding their services into site-civil, transportation, and MEP engineering. In 2007, TRC acquired Kracor, based out of Phoenix, Arizona and Km2 Design Group (now TRCWW MEP), based out of Springfield, Illinois.

Recently TRC Worldwide Engineering MEP, LLC, has expanded with offices in Chicago (2014), Indianapolis, IN (2016), and Florida (2019).





Robert A. Boellner, P.E.
Managing Principal – MEP Practice

Professional Certifications

Registered Professional Engineer
IL, IN, FL, GA, KS, KY, MI, MS, NE, OH
TN, WV, WI, TX, PA, ND, CT, OK

NCEES Record Holder

Education

University of Toledo – B.S.
Mechanical Engineering

General Motors Institute –
Undergrad Studies in Mechanical
Engineering

Years of Experience: 34

Years with TRCWW: 7

About

Bob's enthusiasm for designing innovative and cost-effective HVAC systems has taken him to many mechanical rooms and rooftops across the country. He believes this hands-on approach helps his clients receive the appropriate integrated solutions for their unique situations. Bob is extremely well-rounded. With over 500 projects in healthcare, numerous projects for University of Chicago and University of Illinois, and countless Senior Living, Corporate, and K-12 projects, his track record is nothing short of expansive.

Relevant Experience

Englewood Extended Stay | Denver, CO (Ongoing)

- 33,000 SF Residential Space on a 27,000 SF Parking Garage
- Self-serve Check-in & Checkout, Electronic Key Fobs
- Smart Features: Phone-controlled Lights, Locks, Thermostat

LA HUD Apartments | Los Angeles, CA (Ongoing)

- 10,000 SF 2-Story Affordable Apartment Housing
- New Building Constructed in Previous Building's Envelope
- Downtown LA, within Walking Distance of Bus Stops

Byrne Court Apartments | Indianapolis, IN (2020)

- 36,000 SF 3-Story Affordable Apartment Housing
- Independent Elderly Living
- Downtown Indy, within Walking Distance of Bus Stops

Marion Jones Redevelopment | North Chicago, IL (2020)

- 170 Townhouse & Apartment Unit Development
- 43 Residential Buildings & Clubhouse
- 1, 2, 3, and 4 Bedroom Layouts

10th & Jefferson Street | Nashville, TN (2018)

- New 72,000 SF 54 Unit Apartment Building
- Downtown Nashville, Walking Distance of Shops
- Underground Parking Garage & Rooftop Terrace



Akshay Bhargava, E.I.
Mechanical Engineer

Professional Affiliations

American Society of Heating and Air-Conditioning Engineers
Vice President – Central Indiana Chapter

Professional Certifications

Engineer-In-Training

Education

Rajasthan Technical University, India
– B. Tech. Mechanical Engineering

Florida Institute of Technology,
Melbourne – Masters in Mechanical Engineering

Years of Experience: 3

Years with TRCWW: 3

About

Akshay is passionate about energy conservation. Through the use of multiple energy modeling programs, he is able to evaluate various system types and energy sources to identify consumption and life cycle benefit. Akshay also has commendable proficiency in air and hydronic systems with regard to healthcare, K-12 schools, storage facilities, and residential and commercial buildings.

Relevant Experience

2211 Maple Ave. Apartments | Evanston, IL (Ongoing)

- 16,000 SF 4-Level Apartment Building
- Located in Downtown Evanston
- Walking Distance from Northwestern University & CTA Purple Line (Express Trains)

Englewood Extended Stay | Denver, CO (Ongoing)

- 33,000 SF Residential Space on a 27,000 SF Parking Garage
- Self-serve Check-in & Checkout, Electronic Key Fobs
- Smart Features: Phone-controlled Lights, Locks, Thermostat

LA HUD Apartments | Los Angeles, CA (Ongoing)

- 10,000 SF 2-Story Affordable Apartment Housing
- New Building Constructed in Previous Building's Envelope
- Downtown LA, within Walking Distance of Bus Stops

Byrne Court Apartments | Indianapolis, IN (2020)

- 36,000 SF 3-Story Affordable Apartment Housing
- Independent Elderly Living
- Downtown Indy, within Walking Distance of Bus Stops

Riverside Tower Lofts | Madison, IN (2020)

- 68,000 SF, 49 Units, 3-Level
- Low Income Senior Apartments
- Adaptive Reuse of Historical Building (Tack Factory)





Stephen Way
Senior Electrical Engineer

Professional Certifications

Registered Professional Engineer
TX, NM, NV

NCEES Record Holder

Professional Affiliations

Association of Energy Engineers –
Certified Building Commissioning
Professional (CBCP)

Education

Louisiana State University – Bachelor
of Science in Electrical Engineering

Years of Experience: 23

Years with TRCWW: <1

About

Stephen is experienced in managing project scope, design process, and systems design. With a seasoned background in lighting, power, and fire alarm systems, he is very familiar with innovative project-specific solutions, regardless of the application. His track record includes numerous multifamily, higher education, commercial, municipal, and public safety projects. In addition to design, Stephen is also very familiar with performing studies to assess existing equipment to improve efficiency.

Relevant Experience

Harper's Station Independent Living | Dothan, AL (Ongoing)

- Independent Living & Duplex Cottages
- Assisted Living – 69,141 SF, 58 Units, 2-Story Bldg
- Onsite Generator Power Backup

Seagrass Village Assisted Living | Daphne, AL (Ongoing)

- Assisted Living, Independent Living and Duplex Cottages
- Assisted Living – 46,062 SF, 45 Units, 1-Story Bldg
- Independent Living – 56,251 SF, 45 Units, 2-Story Bldg
- Onsite Generator Power Backup

Fifty02 Westover Hills | San Antonio, TX (2017)*

- 343 Units, Eleven 3-Story Buildings, 20 Acre Site
- Easy Access to Highways, Hospital, Higher Education

Aura One90 Apartments | Plano, TX (2015)*

- 386 Units, Multiple 3 & 4 Story Buildings, 11.67-Acre Site
- 2-Level Parking Garage
- Downtown Plano, Walking Distance from Shops/Work

The Armstrong at Knox | Dallas, TX (2014)*

- 261,963 SF, 165 Units, 5-Story Bldg
- 4-Level 577 Car Below Grade Parking Garage
- 27,416 SF of Retail on Ground Floor
- Downtown Dallas, Walking Distance of Shops/Work

*Completed prior to joining TRCWW





Timothy Wolfe
Plumbing Director

Professional Certifications

Registered Professional Engineer
IL, IN, TN, AL, NM, AZ, MO

NCEES Record Holder

Professional Affiliations

American Society of Plumbing Engineers

Education

University of Evansville – Bachelor of Science in Mechanical Engineering

Years of Experience: 16

Years with TRCWW: 5

About

Tim is skilled in plumbing, fire protection, and medical gas engineering in applications not limited to: hospital replacements and expansions, state of the art medical and agricultural research labs, upper education facilities, central utility plant designs, and facility master planning. His design philosophy focuses on project-specific solutions, tailored to meet the needs of the facility and its maintenance operations. Tim is also very proficient in performing studies targeting operational and code deficiencies on existing equipment and systems.

Relevant Experience

Englewood Extended Stay | Denver, CO (Ongoing)

- 33,000 SF Residential Space on a 27,000 SF Parking Garage
- Self-serve Check-in & Checkout, Electronic Key Fobs
- Smart Features: Phone-controlled Lights, Locks, Thermostat

LA HUD Apartments | Los Angeles, CA (Ongoing)

- 10,000 SF 2-Story Affordable Apartment Housing
- New Building Constructed in Previous Building's Envelope
- Inner City, within Walking Distance of Bus Stops

Byrne Court Apartments | Indianapolis, IN (2020)

- 36,000 SF 3-Story Affordable Apartment Housing
- Independent Elderly Living
- Inner City, within Walking Distance of Bus Stops

Marion Jones Redevelopment | North Chicago, IL (2020)

- 170 Townhouse & Apartment Unit Development
- 43 Residential Buildings & Clubhouse
- 1, 2, 3, and 4 Bedroom Layouts

10th & Jefferson Street | Nashville, TN (2018)

- New 72,000 SF 54 Unit Apartment Building
- Downtown Nashville, Walking Distance of Shops
- Underground Parking Garage & Rooftop Terrace





Linwood Schultz
Structural Engineer

Professional Certifications

Registered Professional Engineer
FL, GA

Special Inspector of Threshold Bldgs
FL

Professional Affiliations

American Society of Civil Engineers

Construction Specifications Institute

American Concrete Institute

Pre-Stressed Concrete Institute

Education

University of Florida – Master of
Science in Engineering

Clemson University – Bachelor of
Science in Civil Engineering

Years of Experience: 32

Years with TRCWW: 20

About

Mr. Schultz has more than 27 years of experience on projects including government, educational facilities, healthcare, office buildings, hotels, and parking garages. He has completed designs incorporating most construction materials including wood, steel, concrete, masonry, and autoclaved aerated concrete. He has also completed numerous renovation and restoration projects. His years of experience enable him to anticipate problems that may occur due to various design elements.

Residential/Housing Authority Experience

- Randee Rogers Apartments | Nashville, TN
- Boscobel Apartment 1 | Nashville, TN
- Boscobel Apartment 2 | Nashville, TN
- 10th & Jefferson St. Apartments | Nashville, TN
- Halifax Landing Condominiums | South Daytona, FL
- Victory Lofts & Model-T Building | Tampa, FL
- Chateaus on White Sands | Tierra Verde, FL
- Oldsmar Galleria | Oldsmar, FL
- Paradiso Condominium | St. Petersburg, FL
- Hyde Park Square | Tampa, FL

Related Housing Project Experience

- Tennessee Veterans Home | Memphis, TN
- Fisk University Student Housing | Nashville, TN
- Hawks Landing Student Housing | Tampa, FL
- Solterra Midtown Senior Living Facilities | Phoenix, AZ
- Water Crest Senior Living Facilities | Various Locations
 - Winter Park, FL; Sarasota, FL; Naples, FL; Newnan, GA; Port St. Lucie, FL
- The Lantern Alzheimer's Memory Care | Various Locations
 - Russell, KY; Louisville, KY; Frankfort, KY; Knoxville, TN; Franklin, TN



Understanding of the Project

1919 Architects understands the City of Ottumwa is procuring architectural services to develop site plan prototypes, drawings and specifications for two housing programs.

We understand the first project to be for Missing Middle Housing Opportunity Medium Density Infill. This project will be the development of site plan and prototypes for middle-density infill housing. We understand the City wishes for a minimum of four (4) prototypes. Each site plan will have a minimum of two units of housing, with three of the concepts having three or more units. The city is looking for any combination of single-family attached units, townhome units, duplex, multifamily, accessory dwelling units and cottages. We also understand these concepts are to be suitable for interior and corner lots that are at least 45 feet wide and 100 feet deep with at least 1.5 spaces of on or off street parking per unit. Each concept will consist of a full-color site plan, including the dimensions of key features, a full-color render of each concept and a short narrative description of each concept. Each approved site plan will include drawings, specifications and cost estimates ready for permit review.

The second project will be to develop at least two concepts for two and three bedroom Market Rate Single Family Housing. The concepts will be suitable for interior and corner lots that are at least 45 feet wide and 100 feet deep. The site plan will be full-color with the dimensions of key features, full-color render of each concept and a short narrative description for each concept.

Both projects will meet all State and Federal requirements, as well as, all City of Ottumwa Building, Housing, Electrical, Plumbing and Mechanical codes requirements and conform to all applicable local codes, ordinances, regulations and standards including the Americans with Disabilities Act and the Iowa State Energy Code.

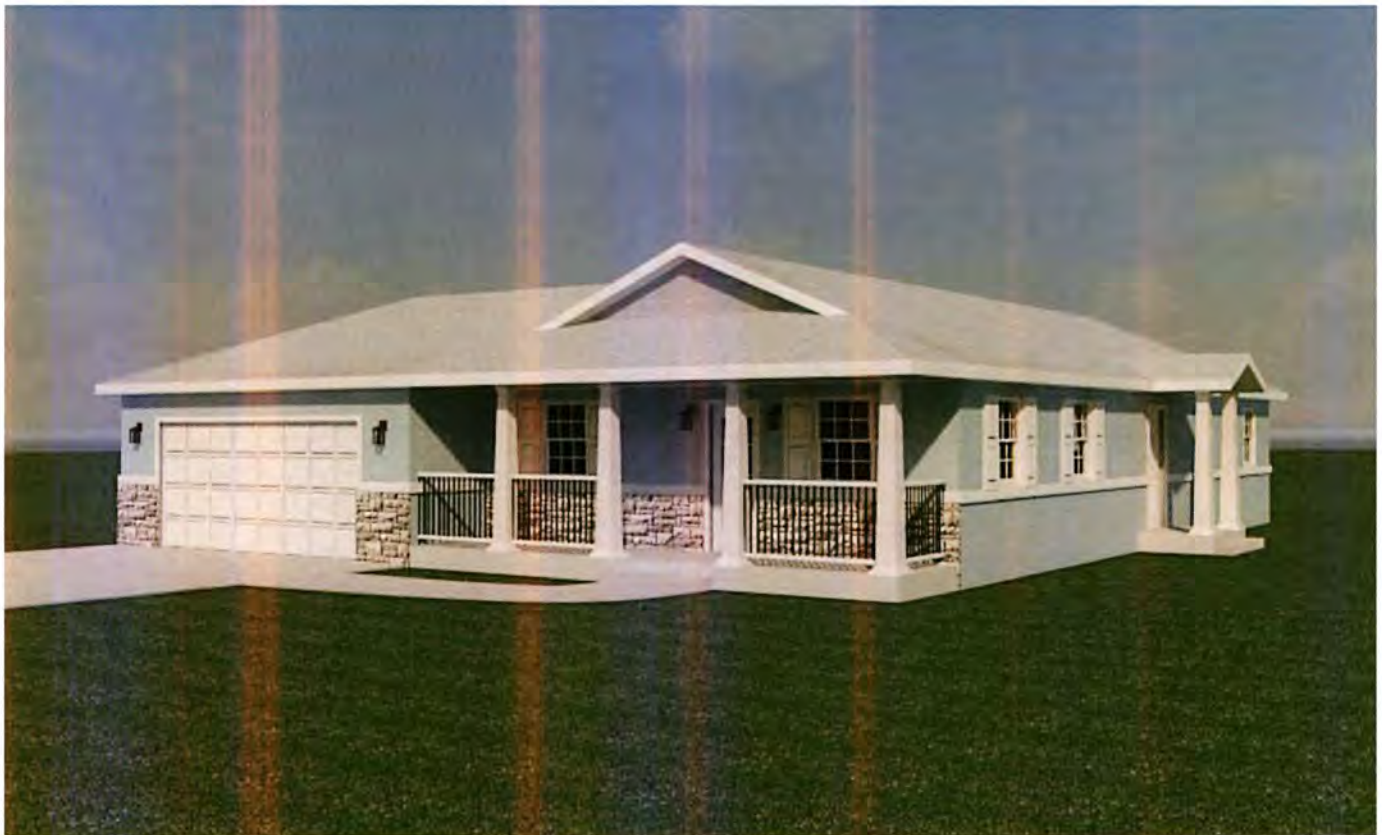
Special Conditions

1	The Owner shall provide information in a timely manner regarding requirements for the limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationship; flexibility; expandability; special equipment; systems; and site requirements.
2	The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
3	The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



Special Conditions

4	The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility series and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.
5	The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
6	The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the Owner's needs and interests.
7	The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
8	Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.



Respondent Firm	Location	Partnering Firms	Missing Middle Plan Fee	Single Family Plan Fee	Total
1919 Architects	Rockford, IL	Worldwide Engineering (MEP)	\$85,920	\$34,560	\$120,480
Sequel Architecture	Des Moines, IA	Tandem Builders (Cost projection), Country Landscapes (Site design)	Initial study (\$4,800), site plans (\$3,200) construction drawings (\$6.00-\$7.50/SF). Additional cost to reuse documents.	Site plans (\$1,600), drawings (\$5-6.50/SF, \$9-\$12/SF for ADUs). Additional cost to reuse documents.	See breakdown
Curtis Architecture	West Des Moines, IA	N/A	No fee estimates in RFQ response	No fee estimates in RFQ response	No fee estimates in RFQ response
SHYFT Collective	Des Moines, IA	DEV Partners (Development resource), Reynolds Urban Design (Urban Design)	\$116,000-\$152,000	\$20,000	\$136,000-\$172,000

FILED
2022 JUL 28 PM 1:32
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 19, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3200-2022: AN ORDINANCE ADOPTING THE
STATE ELECTRICAL CODE BY AMENDING CHAPTER 13 OF THE
CITY OF OTTUMWA MUNICIPAL CODE.

Public hearing required if this box is checked.

RECOMMENDATION: Pass second consideration of Ordinance 3200-2022.

DISCUSSION: The State Fire Marshal's Office and Electrical Examining Board has requested that Ottumwa enforce the Iowa Electrical Code. This ordinance treats the Electrical Code in the same manner as the Plumbing Code by adopting the state code in full by reference. As the state code changes, we would not be required to make changes to our ordinance.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3200-2022

AN ORDINANCE ADOPTING THE STATE ELECTRICAL CODE BY AMENDING CHAPTER 13 OF THE CITY OF OTTUMWA MUNICIPAL CODE.

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

SECTION ONE. Section 13-2 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-2 in its entirety and enacting the following in lieu thereof:

Sec. 13-2. – State electrical code adopted.

The current National Electrical Code, published by the National Fire Protection Association, as amended and adopted by the State of Iowa in 661 Iowa Administrative Code Chapter 504, is hereby adopted in full. A copy of the National Electrical Code as adopted shall be on file in the Office of the City Clerk for public inspection.

SECTION TWO. Section 13-3 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-3 in its entirety and enacting the following in lieu thereof:

Sec. 13-3. – Fees.

The fee for each electrical permit shall be as set forth by resolution of the city council.

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

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

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

PASSED on its first consideration the 19 day of July, 2022.

PASSED on its second consideration the 2 day of August, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

____ No action taken by Mayor.

____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

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

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

____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

FILED
2022 JUL 28 PM 1:33
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3205-2022: AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY IN THE PORTION OF THE ALLEYWAY RUNNING NORTHWEST/SOUTHEAST FROM E MCPHERSON AVENUE TO PHILLIPS STREET BETWEEN WEST SECOND STREET AND THIRD STREET WEST IN THE CITY OF OTTUMWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass second consideration of Ordinance No. 3205-2022.

DISCUSSION: This ordinance vacates a portion of alley between West Second and West Third Street. The section is between Phillips Street and East McPherson Avenue. The vacation will support the Elliott Oil fuel station project at this location. The vacated property will allow for the construction of the retaining wall for the project. The vacation is subject to utility easements, access easements for adjacent property owners and conditions of a

Source of Funds:

Budgeted Item: Budget Amendment Needed:

purchase agreement to be reviewed by Council on August 2 or another date as determined by staff.
The Plan and Zoning Commission recommended the vacation at the June 27, 2022 meeting.

FILED

2022 JUL 28 AM 11:58

CLERK

ORDINANCE NO. 3205

**AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY IN THE
PORTION OF THE ALLEYWAY RUNNING
NORTHWEST/SOUTHEAST FROM E MCPHERSON AVENUE TO
PHILLIPS STREET BETWEEN WEST SECOND STREET AND THIRD
STREET WEST IN THE CITY OF OTTUMWA**

WHEREAS, Iowa Code Sections 306.11 and 364.12(2)(a) require that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code Section 306.12 requires that all adjoining property owners and affected utility companies be notified by certified mail regarding the proposed roadway vacation; and

WHEREAS, the City Council of the City of Ottumwa now wishes to proceed with the vacation of the public right-of-way described herein.

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

SECTION 1: No claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of the public right-of-way.

SECTION 2: That the public right-of-way in the portion of the alleyway running northwest/southeast from E McPherson Avenue to Phillips Street between West Second Street and Third Street West in the City of Ottumwa is hereby vacated. The portion of alleyway containing this now-vacated public right-of-way is legally described as:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF

SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY
16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

SECTION 3: That all existing public and private utility easements are reserved for all existing utilities located within the alley.

SECTION 4: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5: 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 6: WHEN EFFECTIVE. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading: July 19, 2022

Second Reading: August 2, 2022

Third Reading: _____

Passed and adopted this _____ day of _____, 2022.

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

I, Christina 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 _____, 2022 and was published in the _____, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2022.

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

PM 115

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

Administration
Department

Barb Codjoe
Prepared By
Barb Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3207-2022: An ordinance amending the Code of Ordinance (Municipal code of the City of Ottumwa, Iowa) by changing the approval process for staff appointments and terminations

Public hearing required if this box is checked.

RECOMMENDATION: Pass 1st consideration of Ordinance
Waive 2nd and 3rd considerations
Pass and adopt ordinance

DISCUSSION: This Code aligns with the Hiring Policy and Procedure passed by resolution #194 on July 19, 2022. This change will allow all staff appointments and terminations to be approved by the City Administrator except appointments which by law are required to be approved through City Council. This is a step to help streamline and shorten the time frame when appointing to an open position.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3207-2022

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, OFFICERS AND EMPLOYEES, OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA

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

SECTION ONE. Section 2-78, Duties of the City Administrator, is hereby repealed and replaced as follows:

Sec. 2-78. Duties of city administrator.

(a) There is hereby established the office of city administrator. The city administrator is the chief administrative officer of the city.

(b) The city administrator shall:

- (1) Supervise enforcement and execution of the city laws.
- (2) Attend meetings of the council.
- (3) Recommend to the council any measures necessary or expedient for the good government and welfare of the city.
- (4) Coordinate and supervise the official conduct and affairs of all officers and department heads of the city, and shall annually evaluate the performance of all officers and department heads.
- (5) Cooperate with any administrative agency or utility board of trustees.
- (6) Keep the council fully advised of the financial and other conditions of the city, and of its future needs on a current and continuing basis as directed by the council.
- (7) Prepare and submit to the council annually the required budgets.
- (8) Supervise the conduct of the business affairs of the city and cause accurate records to be kept by modern and efficient accounting methods.
- (9) Make all appointments not otherwise provided for.
- (10) Assist the council committees in the execution of their reviews, investigations, reports and assignments, and provide administrative support in compliance with their directives.
- (11) Perform other duties at the council's direction.

(Code 1970, § 2-32; Ord. No. 2671, § 3, 7-21-1987; Ord. No. 2681, § 1, 1-19-1988)

SECTION TWO. Section, 2-80, Other Appointments, Terms, Compensations, Promotions, is hereby repealed and replaced as follows:

Sec. 2-80. Other appointments, terms, compensations, promotions.

- (a) The city administrator shall appoint the chief of police subject to the approval of the city council.

- (b) The city administrator may appoint such city officers as the city administrator deems necessary for the effective and efficient operation of the city.
 - (1) The city administrator shall appoint such department heads as the city administrator deems necessary for the effective and efficient operation of the city.
 - (2) The department heads shall appoint such full-time and permanent part-time employees as they deem necessary for the effective and efficient operation of their respective departments, subject to the approval of the city administrator. The department heads shall appoint such part-time seasonal employees as they deem necessary for the effective and efficient operation of their respective departments, subject to the approval of the city administrator.
 - (3) The offices of the finance director and treasurer may be combined with the office of the city administrator by resolution of the city council. The offices of public works director and city engineer may be combined by resolution of the city council, as may be the offices of planning and zoning director and buildings and code enforcement department director. Other department head offices may be combined or re-structured by the city administrator subject to city council approval. The terms and compensation of said offices shall be determined and fixed by resolution of the city council. Said appointments of department heads and city administrator shall continue until terminated.
- (c) The person responsible for the appointment of said officers shall advertise for applicant and select applicants for interview. After the interview, the name of one such applicant shall be submitted to the city administrator for approval. If said nominee is not approved, the person responsible for the appointment shall reinitiate the process or may submit another nominee from the first applicants.
- (d) Members of the city boards and commissions shall be appointed by the mayor subject to the approval of the city council, except as provided by state law. The terms and compensation of said members shall be determined and fixed by the city council as provided by state law.

(Code 1970, § 2-32.1; Ord. No. 2540, § 20, 11-30-1982; Ord. No. 2556, §§ 6, 6.1, 7-26-1983; Ord. No. 2573, § 2, 4-17-1984; Ord. No. 2641, § 1, 6-17-1986; Ord. No. 2657, § 3, 2-17-1987; Ord. No. 2671, § 4, 7-21-1987; Ord. No. 2681, § 2, 1-19-1988; Ord. No. 2749, § 1(A), 10-2-1990; Ord. No. 3078, § 1, 5-19-2015; Ord. No. 3177, § 1, 11-3-2020)

SECTION THREE. Section 2-82, Layoff, Suspension, Demotion and Removal, is hereby repealed and replaced as follows:

Sec. 2-82. Layoff, suspension, demotion and removal.

- (a) Officers and employees may be laid off by the city council.
- (b) The city administrator or department head may remove or suspend the city officers resulting from appointments set out in section 2-80(b). A public hearing may be requested by the officer as provided by state law.
- (c) The city administrator or department head, may demote, suspend or remove employees.

(d) Nothing in this section shall deprive or deny any officer or employee rights granted elsewhere in this Code or under state law or in any collective bargaining agreements in effect with the city and the bargaining unit representing any employee.

(Code 1970, § 2-33; Ord. No. 2540, § 21, 11-30-1982; Ord. No. 2556, § 6.2, 7-26-1983; Ord. No. 2671, § 5, 7-21-1987)

SECTION FOUR. Section 2-83, Bond and Oath – Clerk, is hereby repealed and replaced as follows:

Sec. 2-83. Bond and oath – Clerk.

The city clerk, before entering upon the discharge of their official duties, shall subscribe to an oath and give bond to the city, issued by a surety bonding company, in the sum of \$100,000.00 to be approved by the city council, conditioned upon the faithful performance of their duties as city clerk and indemnifying the city against any loss occasioned through embezzlement of municipal funds.

(Code 1961, § 2-11(b); Code 1970, § 2-37; Ord. No. 1942, § 2, 1-8-1962; Ord. No. 2531, § 12, 7-13-1982)

SECTION FIVE. Section 2-84. Same – Treasurer, is hereby repealed and replaced as follows:

Sec. 2-84. Same – Treasurer.

The city treasurer, before entering upon the discharge of their official duties, shall subscribe to an oath and give bond to the city, issued by a surety bonding company, in the sum of \$100,000.00 to be approved by the city council, conditional upon the faithful performance of their duties as the city treasurer and indemnifying the city against any loss occasioned through embezzlement of municipal funds.

(Code 1961, § 2-11(c); Code 1970, § 2-38; Ord. No. 1942, § 3, 1-8-1962; Ord. No. 2531, § 13, 7-13-1982)

SECTION SIX. Section 2-85. Same – Finance Director, is hereby repealed and replaced as follows:

Sec. 2-85. Same – Finance director.

The finance director of the department of accounts and finances, before entering upon the discharge of their official duties, shall subscribe to an oath and give bond to the city, issued by a surety bonding company, in the sum of \$100,000.00, to be approved by the city council, conditioned upon the faithful performance of their duties as finance director and indemnifying the city against any loss occasioned through embezzlement of municipal funds.

(Code 1970, § 2-39; Ord. No. 2070, 2-10-1968; Ord. No. 2347, § 1, 12-20-1977; Ord. No. 2531, § 14, 7-13-1982)

SECTION SEVEN. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION EIGHT. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

PASSED on its first consideration the 2nd day of August, 2022.

PASSED on its second consideration the _____ day of waived, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this 2nd day of August, 2022.

CITY OF OTTUMWA, IOWA

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

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022


Richard W. Johnson, Mayor

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

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

____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:



Chris Reinhard

Chris Reinhard, City Clerk

02054621-1\10981-1000

2022 JUL 28 AM 11:56

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 2, 2022

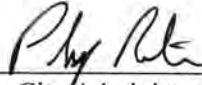
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3208-2022: Proposed Ordinance to Repeal and Replace Chapter 2, Article VI, Division 5 of the City Code

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3208-2022

DISCUSSION: The Public Safety Advisory Committee exists within the city's code and used to meet on a regular basis. Whether due to COVID-19 restrictions, changes in city personnel, or a reduction in issues this group has not met in a couple years. Following a survey of current committee members and impacted staff it is recommended to maintain the committee, but move from monthly meetings to quarterly meetings (or as needed) by call of the chairperson.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3208-2022

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 5
PUBLIC SAFETY ADVISORY COMMITTEE, OF THE CODE OF
ORDINANCES OF THE CITY OF OTTUMWA**

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

SECTION ONE. Section 2-507, Membership, is hereby repealed and replaced as follows:

Sec. 2-507. Membership.

- (a) The city public safety advisory committee shall consist of six members appointed by the mayor, subject to approval of the city council. The members shall serve for three-year terms with the terms of two members expiring each year; however, the initial membership shall consist of the existing members of the city advisory committee. A vacancy in said initial committee shall not be filled until such time as the number of members of said committee drops below six.
- (b) The committee each year shall elect one of its members as chairperson. No member shall serve more than two consecutive one-year terms as chairperson.
- (c) The committee shall schedule regular quarterly meetings and shall meet at such other times upon the call of the chairperson.
- (d) The committee shall not incur any expenses unless authorized by the city council.

(Code 1970, § 2-195; Ord. No. 2748, § 1, 10-2-1990)

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

PASSED on its first consideration the 2nd day of August, 2022.

PASSED on its second consideration the _____ day of _____, 2022.

PASSED on its third consideration the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

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

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

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk



CITY OF
OTTUMWA

Citizen Input Request Form

8-2-22

Council Meeting Date

Name: Corwin Williams

Address: 101 S Market Ste 404

Item No. to Address: B-2

(Agenda will be provided to complete this section)

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

Human Rights Commission
Composition

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.