

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 24
Council Chambers, City Hall

September 3, 2019
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Roe, Stevens, Streeby, Berg and Mayor Pro Tem Dalbey.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 22 on August 20, 2019 and Special Meeting No. 23 on August 23, 2019 as presented.
2. Approve the Proclamation for September 2019 to be National Recovery Month.
3. Approve the Proclamation for the week of September 13, 2019 as "Welcoming Week" in the City of Ottumwa.
4. Acknowledgement of July financial report and payment of bills as submitted by the Finance Department.
5. Appointment of William Hansen to the Cemetery Board of Trustees, term to expire 7/1/2020 and reappointment of Shirley Gingrich-Sloanaker, Larry Jackson and John Swarney to the Public Safety Advisory Board, terms to expire 10/2/2022.
6. Approve the appointment of Ronald Jacobsen to the position of Superintendent for the Ottumwa WPCF effective August 26, 2019.
7. Approve the Annual Urban Renewal report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.
8. Resolution No. 182-2019, approving the Street Financial Report for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.
9. Resolution No. 188-2019, setting October 1, 2019 as the date of a public hearing on the disposition of City owned property located at 430 S. Milner.
10. Resolution No. 196-2019, authoring destruction of certain records according to the Code of Iowa, 2017, as amended.
11. Beer and/or liquor applications for: Aldi, Inc. #73, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church Street; Warehouse Barbeque, 2818 North Court; Alpine Inn, 1804 Albia Rd.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Iowa State Landlord Association will be in Ottumwa for a conference on October 17 & 18.
2. Zach Simonson – Healthy Neighborhoods recipients
3. Wood River Energy contract renewal – City Engineer Dohlman
4. Interim City Admin – timeline and parameters
5. POLCO – discussion and contract renewal
6. Negotiations for Union Contracts will occur this fall.
7. Essman/Flynn Wright public relations discussions
8. Daughters of the American Revolution recognize September 17-23 to celebrate the foundation of America.

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 Contract with Ottumwa Economic Development Corporation (OEDC) for the period of July 1, 2019 to June 30, 2020 in the amount of \$20,000 and authorize the Mayor Pro Tem to sign.

RECOMMENDATION: Approve the agreement with Ottumwa Economic Development Corporation (OEDC).

2. Releasing Build Grant Project RFQ's for Develop and Public Consideration for the Riverfront Apartments, Phase 1 and Phase 2.

RECOMMENDATION: Approve the release of Build Grant Project RFQ's for the Riverfront Apartments, Phase 1 and Phase 2.

3. Approve multiple agreements and consent to lien for water service costs for the 300 block of East Main Street in connection with the Ottumwa Main Street Project (Downtown Streetscape).

RECOMMENDATION: Authorize the Mayor to sign the Agreements and Consent to Lien for thirteen properties in the 300 block of East Main Street.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Roofing Improvements Rebid Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 192-2019, approving the plans, specifications, form of contract and estimated cost for the 2020 Roofing Improvements Rebid Project.

RECOMMENDATION: Pass and adopt Resolution No. 192-2019.

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 Beach Renovations – Phase 4, Shade Structures Installation.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 193-2019, approving the plans, specifications, form of contract and estimated cost for the Beach Renovations – Phase 4, Shade Structures Installation.

RECOMMENDATION: Pass and adopt Resolution No. 193-2019.

H. RESOLUTIONS:

1. Resolution No. 183-2019, awarding the contract for the Bridge View Center PCC Precast Wall Panel Repair project to Merit Construction Services of Farmington, MN in the amount of \$153,450.

RECOMMENDATION: Pass and adopt Resolution No. 183-2019.

2. Resolution No. 187-2019, fixing an amount for abating a nuisance against certain properties in the City of Ottumwa, Iowa for a total of \$3,783.37.

RECOMMENDATION: Pass and adopt Resolution No. 187-2019.

3. Resolution No. 189-2019, approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP.

RECOMMENDATION: Pass and adopt Resolution No. 189-2019.

4. Resolution No. 190-2019, determining the necessity and setting dates of a consultation and a public hearing on a proposed Agassiz Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Ottumwa, State of Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 190-2019.

5. Resolution No. 191-2019, approving Change Order No. 3 and accepting the work as final and complete and approving the final pay request for the Albia Rd.-Wapello St. Modern Roundabout Project.

RECOMMENDATION: Pass and adopt Resolution No. 191-2019.

6. Resolution No. 195-2019, approving the severance agreement with former City Administrator Andy Morris.

RECOMMENDATION: Pass and adopt Resolution No. 195-2019.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 8/30/19 TIME: 10:45 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

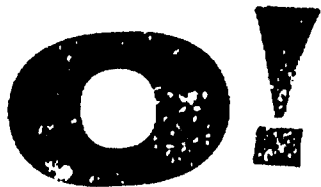
FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #24 to be held on 9/3/19

*** FAX MULTI TX REPORT ***

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Ottumwa Courier
KTVO
TOM FM



[CITY OF]
O T T U M W A

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MEMO: Tentative Agenda for the Regular City Council Meeting #24 to be held on 9/3/19

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

REGULAR MEETING NO. 22
Council Chambers, City Hall

August 20, 2019
5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

Present were Council Members Berg, Dalbey, Roe, Stevens, Streeby and Mayor Lazio.

Roe moved, seconded by Streeby to approve the following consent agenda items: Mins. from Reg. Mtg. No. 21 on August 6, 2019 as presented; Civil Service Commission Eligibility Lists of August 15, 2019: Clerk (Health), Health Dept.– Bldg. Inspector (Entrance and Promotional), WPCF – Maint. Tech (Entrance and Promotional), WPCF – Operator; Res. No. 178-2019, authorizing the transfer of \$1,500,000 for Ph. 8, Div. 1 from the Local Option Sales Tax Fund to the Sewer Capital Projects Fund; Res. No. 184-2019, approving final payment in the amt. of \$2,612.50 to Lifeline Audio Visual Technologies and accepting the work as final and complete for Ph. 3 – RFP #4X Beach Sound System Replacement Proj.; Beer and/or liquor applications for: The Stockyard Steak & Chophouse, 2465 Northgate; Hy-Vee C-Store No. 2, 2457 North Court; The Owl's Nest LLC, 116 S. Court, temporary outdoor service area 8/31/19; Appanoose Rapids, 332 E. Main, catering service privilege; all applications pending final inspections. All ayes.

Dalbey moved, seconded by Berg to approve the agenda as presented. All ayes.

Brad Grefe, Area 15 RPC presented Home Town Rewards – Jefferson Street accent light project.

Mayor talked briefly about Cyber Security – IT Plan and Direction as this is a hot topic amongst other municipalities. Requesting report from IT mgr. in Sept. or Oct. on our progress.

City Admin. Morris stated Riverfront Development meetings have been held with City Council members.

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

Roe moved, seconded by Dalbey to approve the grant applications for the Wapello County Foundation. Parks & Rec. Dir. Rathje reported the Ottumwa Parks Adv. Brd. approved the following grant applications: outdoor basketball court for Ottumwa Park, Dog Park agility training equip., and financial assistance for adult softball improvements. All ayes.

Dalbey moved, seconded by Stevens to approve the request to name the indoor competition pool at the Beach Ottumwa after Mike McWilliams. All ayes.

This was 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 2019 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance. Lt. Hucks presented; Police Dept. will receive 85% and County 15% of the total grant awarded. No objections or other comments were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Streeby to approve submission of the grant over the internet and authorize the Mayor to sign any related documents as required for acceptance of the 2019 JAG grant from the Bureau of Justice Assistance in the amount of \$12,999. All ayes.

This was the time, place and date set for a public hearing on the sale of City owned property located

at 526 S. Ward St. in the City of Ottumwa, Wapello County, IA. Dir. of Hlth. Insp. & Planning Flanagan reported the Ottumwa Habitat for Humanity intends to construct a new home on the property. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Dalbey moved, seconded by Streeby that Res. No. 179-2019, accepting the offer and approving the sale of Lot One in Hand and Elliot's Subdivision of Lot Three in M. J. Williams Fifth Addition to the City of Ottumwa, Wapello County, IA, commonly known as 526 S. Ward St. to Ottumwa Habitat for Humanity for the sum of \$125, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the lease of City owned property located at 1610 W. Main St. in the City of Ottumwa, Wapello County, IA. Dir. of Hlth. Insp. & Planning Flanagan reported that Mr. Fisher submitted a request to lease a City owned FEMA lot at 1610 W. Main St. for yard space. He may not construct anything on the lot and may only use the property consistent with its zoning classification and must maintain insurance on the property. No objections were received. Streeby moved, seconded by Dalbey to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 181-2019, approving the lease of City owned property located at 1610 West Main St. to Randall Jay Fisher for \$1.00, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the WPCF VLR Gate Replacement Proj. PW Dir. Seals reported this project consists of replacing 6 gates in the Vertical Loop Reactor at the WPCF, due to existing conditions of the gates. Engineer's opinion of cost is \$25,000. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Roe that Res. No. 185-2019, approving the plans, specifications, form of contract and estimated cost for the WPCF VLR Gate Replacement Proj., be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposed Ordinance No. 3162-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at 202 East Fourth in the City of Ottumwa, Wapello County, IA from C-3 Commercial Mixed Use to C-4 Downtown Mixed Use. Dir. of Hlth. Insp. & Planning Flanagan reported the owner wishes to rezone this bldg. in order to avoid the parking requirements that all commercial zones, save for the C-4 central/downtown business district, have as a portion of their regulatory requirements. The Third St. parking lot would be used for any required parking for the occupants of this structure post re-development. The structure will likely be re-developed as multi-family housing with approximately six units. Bill Arduser is on the committee that is selling the property and having access to additional parking is a key element in being able to sell to the potential buyer. This will be similar to parking for residential tenants in the downtown area. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Streeby to pass the first consideration of Ordinance No. 3162-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at 202 East Fourth St. in the City of Ottumwa, Wapello County, IA from C-3 to C-4. All ayes.

Dalbey moved, seconded by Stevens to waive the second and third considerations, pass and adopt Ordinance No. 3162-2019. All ayes.

This was the time, place and date set for a public hearing on proposed Ordinance No. 3163-2019, amending the Code of Ordinances by changing the zoning classification on certain property

located at 1116 East Pennsylvania Ave. in the City of Ottumwa, Wapello County, IA to C-3 Commercial Mixed Use. Dir. of Hlth. Insp. & Planning Flanagan reported the City has moved to rezone this property as a result of discovering an error in our original adoption of our new zoning map in 2015. This property should have been included within the corporate boundaries. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Roe to pass the first consideration of Ordinance No. 3163-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at 1116 East Pennsylvania Ave. in the City of Ottumwa, Wapello County, IA to C-3. All ayes.

Streeby moved, seconded by Dalbey to waive the second and third considerations, pass and adopt Ordinance No. 3163-2019. All ayes.

This was the time, place and date set for a public hearing on proposed Ordinance No 3164-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at Lot 169 in Wildwood Countryside Addition on Skyline Drive, in the City of Ottumwa, Wapello County, IA from R-1 Single Family Residential to R-2 Two-Family Residential. Dir. of Hlth. Insp. & Planning Flanagan reported the owner wishes to rezone this bldg. in order to construct a duplex as an in-fill development. No written or oral objections to this rezoning and unanimously approved by all members of the Planning Commission present. Dalbey moved, seconded by Stevens to close the public hearing. All ayes.

Streeby moved, seconded by Dalbey to pass the first consideration of Ordinance No. 3164-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at Lot 169 in Wildwood Countryside Addition on Skyline Drive, in the City of Ottumwa, Wapello County, IA from R-1 to R-2. All ayes.

Roe moved, seconded by Stevens to waive the second and third considerations, pass and adopt Ordinance No. 3164-2019. All ayes.

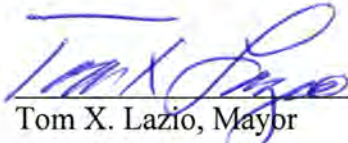
Dalbey moved, seconded by Streeby that Res. No. 186-2019, authorizing the Mayor to execute an Agreement for IA DOT Initiated Detour of Primary Highways onto Local Roads for the Madison Ave. Detour route, be passed and adopted. PW/Engineering Dir. Seals reported the IA DOT will be temporarily closing US Hwy 63 from the US 34 West Junction (roundabout) to River Road/J-12 for the purpose of full width reconstruction and maintenance. This agreement will authorize the IDOT to provide a detour onto Madison Ave. to Vine St. to the westbound on ramp of Hwy 34 during this time. All ayes.

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

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


Adjournment was at 6:16 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard
Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 23
Council Chambers, City Hall

August 23, 2019
12:00 O'Clock P.M.

The meeting was called to order at 12:01 P.M.

Present were Council Member Dalbey, Roe, Stevens, Streeby and Mayor Lazio. Council Member Berg was absent.

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

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

Stevens moved, seconded by Dalbey to accept the resignation of Andy Morris as City Admin. effective 8/23/19, subject to the negotiation of a severance package. City Attorney Keith stated that the proposed severance package will be brought to council for approval once it is decided. All ayes.

Stevens moved, seconded by Dalbey to appoint Mayor Tom X. Lazio as the interim City Admin. City Attorney Keith stated that Mayor Lazio has volunteered to serve as interim until a replacement can be found. He will not receive any additional compensation. She confirmed that this appointment is legal and appropriate for Council to make. All ayes.

Roe moved, seconded by Dalbey in hiring Attorney Gayla Harrison to supervise the negotiation of a severance package with Andy Morris as well as provide legal guidance to the Mayor and Council regarding personnel issues retroactive to 6/1/2019. Mayor consulted with Miss Harrison as advised by council so City Attorney Keith would not have conflict of interest in this decision. Current bill for services totals \$1300. All ayes.

Stevens moved, seconded by Streeby to appoint Council Member Matt Dalbey to serve as Mayor Pro Tem until Mayor Tom X. Lazio resumes his duties as Mayor. Ayes: Roe, Stevens, Streeby. Abstained: Dalbey. Motion passed.

Roe moved, seconded by Streeby to authorize Mayor Tom X. Lazio and City Attorney Joni Keith to establish a process for hiring a City Admin., solicit RFP's for executive search firms, and recommend the hiring of an executive search firm to recruit, conduct background checks and assist in the hiring of a new City Admin. City Attorney Keith stated it may take 3-6 months to fill this position. All ayes.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item not on the agenda. There were none.

Streeby moved, seconded by Dalbey that the meeting recess and reconvene in Room 108 for closed session proceedings. All ayes. The meeting recessed at 12:14 P.M.

SPECIAL MEETING NO. 23
Room 108, City Hall

August 23, 2019
12:17 O'Clock P.M.

The meeting reconvened at 12:17 P.M.

Present were Council Member Dalbey, Roe, Stevens, Streeby and Mayor Lazio. Council Member Berg was absent.

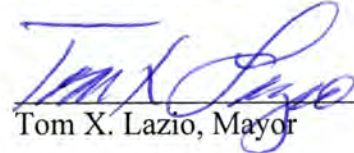
Roe moved, seconded by Dalbey to enter into closed session in accordance with Iowa Code Section 21.5 1.c ("To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.") for the purpose of discussing pending litigation. All ayes.

The meeting entered closed session at 12:18 P.M.

Roe moved, seconded by Stevens to return to open session for adjournment at 1:20 P.M. All ayes.

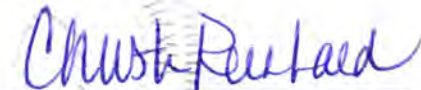
Roe moved, seconded by Dalbey that the meeting adjourn. All ayes. Adjournment was at 1:20 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



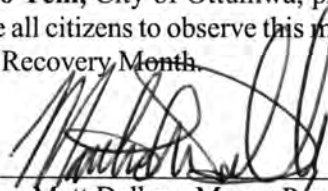
Christina Reinhard, City Clerk




**PROCLAMATION
National Recovery Month
September 2019**

- WHEREAS, Behavioral health is an essential part of health and one's overall wellness; and
- WHEREAS, Prevention of mental and/or substance use disorders work, treatment is effective, and people recover in our area and around the nation; and
- WHEREAS, Preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and
- WHEREAS, We must encourage relatives and friends of people with mental and/or substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and
- WHEREAS, In 2018, 4.2 million people aged 12 or older (1.6% of the population) received treatment for a problem related to the use of alcohol or illicit drugs according to the 2016 National Survey on Drug Use and Health; and
- WHEREAS, In 2018, there were an estimated 9.9 million persons and adults aged 18 or older (4.2% of all U.S. Adults) with serious mental illness according to the National Institute of Mental Health; and given the serious nature of the this public health problem, we must continue to reach the millions more who need help; and
- WHEREAS, September 1, 2019 will mark thirty (30) years of a nation recognizing persons from Substance Abuse and Mental Health conditions; and
- WHEREAS, To help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Ottumwa/Wapello County, Iowa invite all residents of Wapello County/Ottumwa, Iowa to participate in National Recovery Month September 2019.


NOW, THEREFORE, I, MATT DALBEY, Mayor Pro Tem, City of Ottumwa, proclaim September as "National Recovery Month" in Ottumwa, Iowa. I encourage all citizens to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month.



Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk





PROCLAMATION

Welcoming Week

September 2019

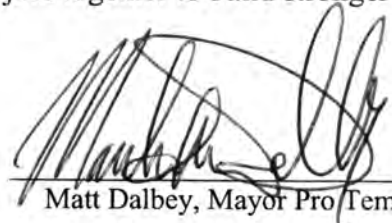
WHEREAS, The success of the City of Ottumwa depends on ensuring everyone feels welcome here and can fully contribute their skills. New residents from other cities, states and nations have made the City of Ottumwa their home and have become a vital part of our community- bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, This week, we honor the spirit of unity that is bringing neighbors, organizations, colleagues and friends together across the City of Ottumwa. During Welcoming Week, I invite all residents to join this movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming. By working together, we can achieve greater prosperity and make our community the kind of place where diverse people from around the world feel valued and want to put down roots; and

WHEREAS, Regardless of where we are born or what we look like, we are all Ottumwans united in our efforts to build a stronger community. By recognizing the contributions we all make to create a vibrant culture, future-ready workforce and a growing economy, we make our community more prosperous and more inclusive to all who call it home; and


WHEREAS, We come together to build communities where every resident has the opportunity to contribute at their best. Let us come together to create more prosperous communities and to affirm that the City of Ottumwa stands as a beacon of freedom, equity and opportunity.

NOW, THEREFORE, I, MATT DALBEY, Mayor Pro Tem, City of Ottumwa, proclaim the week of September 13th as “Welcoming Week” in Ottumwa, Iowa. I call upon the people and organizations of Ottumwa to join together to build stronger communities, workforces and economies across our city.



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00320	ACCO	202669	07/19/2019	5,777.80	OPERATING SUPPLIES
00681	AFLAC	202533	07/10/2019	1,858.60	AFLAC DEDUCTION PAYABLE
00688	AFSCME/IA COUNCIL 61	202771	07/26/2019	141.00	LIBRARY UNION DUES PAYABL
00778	AGRILAND FS, INC.	202534	07/10/2019	151.11	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	202772	07/26/2019	1,143.00	LEGAL FEES
00855	AIRGAS USA LLC	202439	07/05/2019	233.84	SUSTENANCE SUPPLIES
01234	ALEXIS FIRE EQUIPMENT CO.	202671	07/19/2019	1,195.00	EQUIP REPAIR
01297	NOAH ALJETS	202672	07/19/2019	32.00	TRAINING
01700	ALLIANT ENERGY/IPL	202535	07/10/2019	116,168.26	ELECTRIC
02080	ALTORFER INC.	202443	07/05/2019	8,745.74	OTHER MAINT & REPAIR
02592	AMERICAN BOTTLING COMPANY	202444	07/05/2019	478.26	CONCESSION - RESALE
03611	AMERICAN RED CROSS	202537	07/10/2019	600.00	TRAINING
03641	AMERICAN TRAFFIC SAFETY	202538	07/10/2019	483.75	STREET MAINT SUPPLIES
05116	ARAMARK	202673	07/19/2019	272.16	JANITORIAL
05124	ARCHANGEL SERVICES, LLC	202445	07/05/2019	3,100.00	MISC CONTRACT WORK
05370	AREA XV REGIONAL PLANNING	202566	07/12/2019	16,657.04	CONTRIBUTION/AREA 15
05450	ARNOLD MOTOR SUPPLY	202775	07/26/2019	39.99	TOOLS & SMALL EQUIP
05700	ATOMIC TERMITE & PEST	202539	07/10/2019	195.00	GROUNDS MAINT & REPAIR
05856	AUTO-OWNERS INSURANCE	202447	07/05/2019	417.00	GEN LIABIL INSURANCE
05860	AUTOZONE INC	202448	07/05/2019	219.16	VHCL MTCE SUPPLIES
05874	AVENU	202567	07/12/2019	12,420.08	OFFICE/COMP. EQUIP MAINT.
05891	AXON ENTERPRISE, INC	202674	07/19/2019	11,194.50	OTHER CAPITAL EQUIPMENT
05995	B & B BEDDING INC	202540	07/10/2019	672.00	OPERATING SUPPLIES
06006	BP	202675	07/19/2019	2,502.05	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	202541	07/10/2019	2,970.73	OFFICE SUPPLIES
06740	JANICE BAIN	202778	07/26/2019	114.72	TRAINING
07010	BARCO MUNICIPAL PROD INC	202676	07/19/2019	881.84	STREET MAINT SUPPLIES
07016	BARKER LEMAR ENGINEERING	202779	07/26/2019	905.00	ENGINEERING
07027	LINDA BARTLETT	202568	07/12/2019	50.00	REFUNDS
07879	CORY BENGE	202542	07/10/2019	8.00	TRAVEL & CONFERENCE
09360	BLACK'S TIRE COMPANY LLC	202543	07/10/2019	507.98	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	202780	07/26/2019	151.48	PROGRAM SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	202677	07/19/2019	40.95	TELEPHONE/IT
09522	WELLMARK BC & BS OF IOWA	202781	07/26/2019	22,707.20	MEDICARE PREMIUMS
11495	BRIDGE CITY TRUCK REPAIR	202782	07/26/2019	996.98	VHCL MTCE SUPPLIES
11496	BRIDGE CTY SANITATION LLC	202678	07/19/2019	140,712.42	REFUSE HAULING
11506	BRIDGE VIEW CENTER	202569	07/12/2019	88,255.00	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	202679	07/19/2019	7,500.00	TREE TRIMMING
12620	NATALIE BUISON	202571	07/12/2019	80.00	REFUNDS
12971	PHILLIP BURGMEIER	202786	07/26/2019	8.00	TRAVEL & CONFERENCE
13589	CDW GOVERNMENT	202450	07/05/2019	659.60	TECHNOLOGY SERVICES
13607	CFI TIRE SERVICE	202680	07/19/2019	22.00	VHCL MTCE SUPPLIES
13609	CIT	202681	07/19/2019	281.95	PHOTOCOPIES
14315	CAPITAL CITY BOILER &	202682	07/19/2019	864.00	BUILDING MAINTENANCE REPA
15760	CARROLL CONSTRUCTION SUPP	202545	07/10/2019	3,246.59	STREET MAINT SUPPLIES
15793	KEITH CAVINESS	202572	07/12/2019	50.00	REFUNDS
16265	CENTER POINT LARGE PRINT	202573	07/12/2019	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	202683	07/19/2019	38.85	OPERATING SUPPLIES
16402	CENTURYLINK	202452	07/05/2019	4,251.02	TELEPHONE/IT
16403	CENTURYLINK	202687	07/19/2019	191.13	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	202787	07/26/2019	6,782.39	CAPITAL IMPROVEMENTS
17620	CINTAS CORPORATION	202688	07/19/2019	49.91	SUSTENANCE SUPPLIES
17621	CINTAS	202689	07/19/2019	78.54	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	202690	07/19/2019	2,285.00	COLUMBARIUM SVGS ASSIGNED

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Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
18379	CLEMONS INC OF OTTUMWA	202548	07/10/2019	117.11	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	202454	07/05/2019	32.95	TECHNOLOGY SERVICES
18515	CLYDE ARMORY, INC.	202549	07/10/2019	420.00	OTHER CAPITAL EQUIPMENT
18980	COLLECTION SERVICES	202788	07/26/2019	4,756.18	CHILD SUPPORT PAYABLE
19774	COMMUNITY CARE AUXILIARY	202575	07/12/2019	50.00	REFUNDS
20329	RICHARD OR KRIS CONLEY	202550	07/10/2019	350.00	JANITORIAL
20332	CONFLUENCE, INC	202551	07/10/2019	1,473.81	CONTRACTUAL SERVICES
21421	TRAVIS COURTNEY	202455	07/05/2019	170.00	SUSTENANCE SUPPLIES
21825	CREDIT UNION	202789	07/26/2019	39,312.80	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	202456	07/05/2019	6,158.10	STREET MAINT SUPPLIES
22093	BRYAN CRUZ	202577	07/12/2019	50.00	REFUNDS
22112	CUES	202691	07/19/2019	2,950.00	VHCL MTCE SUPPLIES
22467A	DLT SOLUTIONS, LLC	202790	07/26/2019	2,557.80	OFFICE/COMP. EQUIP MAINT.
22469	DJ CLEANING COMPANY	202457	07/05/2019	1,900.00	JANITORIAL
22479	D P PLUMBING PLUS	202791	07/26/2019	3,379.50	OPERATING SUPPLIES
22594	DANIELS FILTER SERVICE	202578	07/12/2019	999.08	OPERATING SUPPLIES
22599	RICHARD DAMM	202553	07/10/2019	8.00	TRAVEL & CONFERENCE
22607	MARTIKA DANIELS	202692	07/19/2019	200.00	PROGRAM SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	202460	07/05/2019	2,782.49	VHCL MTCE SUPPLIES
23025	BRADLEY DAVIS	202693	07/19/2019	177.17	SUSTENANCE SUPPLIES
23032	JO ANNE DAVIS	202461	07/05/2019	51.57	OPERATING SUPPLIES
23949	DEHART RECYCLING EQUIPMEN	202554	07/10/2019	1,143.30	VHCL MTCE SUPPLIES
23960	DELL MARKETING LP	202462	07/05/2019	4,096.12	SMALL OFFICE EQUIP
24322	DEPT. OF THE TREASURY	202463	07/05/2019	1,551.00	MISCELLANEOUS
24330	DERANS TOWING SERVICE	202555	07/10/2019	130.00	STATE TOWING/STORAGE FEES
25361	DOUDS STONE LLC	202792	07/26/2019	6,450.75	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	202793	07/26/2019	4,391.30	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	202464	07/05/2019	706.83	VHCL MTCE SUPPLIES
26640	ECOSYSTEMS INC	202694	07/19/2019	13,313.52	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	202465	07/05/2019	3,968.00	OTHER MAINT & REPAIR
27010	ELECTRICAL ENGINEERING &	202695	07/19/2019	2,922.20	OPERATING SUPPLIES
27271	CHAD ELLIOTT	202467	07/05/2019	300.00	PROGRAM SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	202795	07/26/2019	6,848.69	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	202796	07/26/2019	26,342.63	VHCL-FUEL
27786	ENVIRONMENTAL PRODUCTS &	202581	07/12/2019	2,349.33	VHCL MTCE SUPPLIES
27787	ENVIRONMENTAL RESOURCES	202698	07/19/2019	2,392.88	LAB SUPPLIES
27846	ESRI INC.	202798	07/26/2019	1,872.97	OFFICE/COMP. EQUIP MAINT.
28610	EYES & EARS	202469	07/05/2019	500.00	PUBLIC INFORMATION
28697	4 STATES AIRPORT CONF	202699	07/19/2019	550.00	TRAVEL & CONFERENCE
28904	FALVEY LUMBER-EDDYVILLE	202582	07/12/2019	16.00	CAPITAL IMPROVEMENTS
29300	FASTENAL COMPANY	202470	07/05/2019	413.02	VHCL MTCE SUPPLIES
30120	FIRE SERVICE TRAINING	202701	07/19/2019	50.00	TRAINING
30145	1ST CHURCH OF THE OPEN BI	202584	07/12/2019	100.00	REFUNDS
30148	FIREMANS ASSC	202799	07/26/2019	1,731.00	FIRE UNION DUES PAYABLE
31427	FYE EXCAVATING, INC.	202585	07/12/2019	14,070.27	CONTRACTUAL SERVICES
31459	GRP & ASSOCIATES	202471	07/05/2019	97.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	202800	07/26/2019	11,561.69	SUSTENANCE SUPPLIES
32914	GOLDEN WEST INDUSTRIAL	202801	07/26/2019	238.62	TOOLS & SMALL EQUIP
33390	GRAINGER	202802	07/26/2019	510.81	CAPITAL IMPROVEMENTS
33397	BRANDON GRAVETT	202703	07/19/2019	16.00	TRAINING
33635	GREAT WESTERN SUPPLY CO	202473	07/05/2019	520.64	OPERATING SUPPLIES
33648	GREATER OTTUMWA PARTNERS	202587	07/12/2019	10,000.00	CONTRACTUAL SERVICES
33856	GROUND CONTROL	202474	07/05/2019	159.60	MERCHANDISE - RESALE
34052	BERT GURNEY & ASSOCIATES,	202704	07/19/2019	1,250.00	OPERATING SUPPLIES

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34662	PAM HALL	202803	07/26/2019	106.95	SUSTENANCE SUPPLIES
34664	JOHN HALL & ASSOC. PLLC	202705	07/19/2019	1,420.65	LEGAL FEES
34900	HAMILTON PRODUCE COMPANY	202588	07/12/2019	274.80	PROPANE GAS
35430	HARRISON MORELAND WEBBER	202589	07/12/2019	2,012.50	LEGAL FEES
36083	HAWKEYE TRUCK EQUIPMENT	202475	07/05/2019	2,500.00	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	202804	07/26/2019	3,000.00	OTHER PROF SERV
37413	HIBU INC. WEST	202707	07/19/2019	544.00	PRINTING
37469	ADRIAN HILL	202591	07/12/2019	30.00	REFUNDS
37476	HILL PRODUCTIONS & MEDIA	202592	07/12/2019	74.00	ADVERT/LEGAL PUBL
37640	JEFFREY HOFFMAN	202476	07/05/2019	170.00	SUSTENANCE SUPPLIES
38281	WALTER HORNBACK	202477	07/05/2019	170.00	SUSTENANCE SUPPLIES
39125	MICKEY HUCKS	202708	07/19/2019	16.00	TRAVEL & CONFERENCE
39305	HYDROTECH SYSTEMS LTD	202805	07/26/2019	11,537.50	CAPITAL IMPROVEMENTS
39307	HYDRO DRAMATICS	202593	07/12/2019	1,692.05	OPERATING SUPPLIES
39438	HY-VEE ACCOUNTS RECEIVABL	202709	07/19/2019	18.21	OPERATING SUPPLIES
39440	HY-VEE NORTH	202710	07/19/2019	50.00	REFUNDS
41480	ICMA RETIREMENT TRUST 457	202806	07/26/2019	4,525.52	ICMA DEF COMP PAYABLE
41505	IMWCA	202478	07/05/2019	45,222.71	IMWCA TPA FEES
41600	IDEAL READY MIX	202479	07/05/2019	14,818.50	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	202480	07/05/2019	174.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	202713	07/19/2019	348.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	202714	07/19/2019	1,183.93	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	202807	07/26/2019	4,388.86	LIBRARY MAT.-JAMES ESTATE
43235	INTERNATIONAL INSTITUTE	202597	07/12/2019	210.00	DUES & MEMBERSHIPS
43265	INTERSTATE BATTERY	202598	07/12/2019	572.75	VHCL MTCE SUPPLIES
43388	IOWA CIVIL CONTRACTING,IN	202808	07/26/2019	414,242.04	CONTRACTUAL SERVICES
43460	IOWA COMM ASSURANCE POOL	202599	07/12/2019	14,035.10	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	202715	07/19/2019	277.20	MISCELLANEOUS
43521	IOWA DEPT NATURAL RESOURC	202482	07/05/2019	175.00	PERMITS
43547	IOWA DIVISION OF LABOR	202716	07/19/2019	120.00	GROUND MAINT & REPAIR
43901	IOWA LEAGUE OF CITIES	202483	07/05/2019	9,732.00	TRAINING
44014	IOWA PARKS AND RECREATION	202809	07/26/2019	170.00	DUES & MEMBERSHIPS
44050A	IOWA RECYCLING ASSOCIATIO	202717	07/19/2019	175.00	DUES & MEMBERSHIPS
45057	J & J MOWING	202718	07/19/2019	6,855.00	WEED MOWING
45075	J & M DISPLAYS INC	202719	07/19/2019	15,000.00	MISCELLANEOUS
45613	JEO CONSULTING GROUP INC	202720	07/19/2019	3,544.38	ENGINEERING
45974	JOHN DEERE FINANCIAL	202721	07/19/2019	722.88	OPERATING SUPPLIES
46159	CHASE JOHNSON	202722	07/19/2019	16.00	TRAINING
46693	ALEXA JONES	202810	07/26/2019	8.00	TRAVEL & CONFERENCE
46694	JONES CONTRACTING CORP	202723	07/19/2019	81,616.64	CONTRACTUAL SERVICES
48003	BILL KEITH	202602	07/12/2019	8.00	TRAVEL & CONFERENCE
48009	BRANDON KELLY	202484	07/05/2019	148.70	SUSTENANCE SUPPLIES
49041	ALLYSON KIRKING	202603	07/12/2019	13.34	TRAVEL & CONFERENCE
49042	KIRKHAM MICHAEL	202604	07/12/2019	56,179.27	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	202724	07/19/2019	78.75	STREET MAINT SUPPLIES
49687	KOHL WHOLESALE	202605	07/12/2019	6,990.34	CONCESSION - RESALE
49804D	KRONOS	202812	07/26/2019	14,310.34	CONTRACTUAL SERVICES
50305A	KYOU	202606	07/12/2019	315.00	ADVERT/LEGAL PUBL
50309	KUT KWICK CORPORATION	202486	07/05/2019	2,508.06	VHCL MTCE SUPPLIES
50560	BOB LANCASTER OIL CO INC	202813	07/26/2019	6,237.84	VHCL-FUEL
51724	LEXIPOL, LLC	202488	07/05/2019	15,868.00	OTHER PROF SERV
51969	LIBERTY TIRE SERVICES LLC	202725	07/19/2019	2,291.33	TIRE DISPOSAL
52094	LIFELINE AUDIO VIDEO TECH	202726	07/19/2019	35,798.85	CAPITAL IMPROVEMENTS
52254	LISCO	202608	07/12/2019	270.00	TECHNOLOGY SERVICES

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CITY OF OTTUMWA
VENDOR PAYMENT REPORT

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Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
52990	LOKTRONICS SECURITY CORP	202609	07/12/2019	1,548.08	OPERATING SUPPLIES
53090	LOU'S GLOVES INC.	202727	07/19/2019	440.00	TOOLS & SMALL EQUIP
54162	MAHASKA BOTTLING	202489	07/05/2019	1,737.29	CONCESSION - RESALE
54187	MAIN STREET OTTUMWA	202490	07/05/2019	34,530.00	CONTRIBUTION/MAINSTREET
54390	MANATT'S INC	202610	07/12/2019	2,629.21	STREET MAINT SUPPLIES
54396	MANATTS INC.	202611	07/12/2019	1,041,626.90	INFRASTRUCTURE
54544	MARION POLICE DEPARTMENT	202612	07/12/2019	654.61	OTHER PROF SERV
55265	JEREMY MARTS	202613	07/12/2019	149.79	SUSTENANCE SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	202815	07/26/2019	500.00	HARTFORD DEF COMP PAYABLE
56665	MCKIM TRACTOR SERVICE LLC	202729	07/19/2019	413.60	VHCL MTCE SUPPLIES
57195	MCMMASTER-CARR	202816	07/26/2019	516.19	OPERATING SUPPLIES
57385	MENARDS	202559	07/10/2019	2,755.19	STREET MAINT SUPPLIES
57388	MENKE PROFESSIONAL AUTO P	202491	07/05/2019	690.34	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	202492	07/05/2019	8,816.30	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	202494	07/05/2019	2,195.98	NATURAL GAS
59301	MIDWEST AUTO GLASS & TIRE	202818	07/26/2019	213.25	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	202731	07/19/2019	83.72	LIBRARY MAT.-JAMES ESTATE
59386	MIDWEST UNDERGROUND	202732	07/19/2019	178.23	VHCL MTCE SUPPLIES
59751	STEPHANIE MIKULECKY	202616	07/12/2019	50.00	REFUNDS
60085	SARA MILLER	202820	07/26/2019	35.00	REFUNDS
61682	ANDREW MORRIS	202733	07/19/2019	263.32	TRAVEL & CONFERENCE
61785	MOTION INDUSTRIES	202734	07/19/2019	4,462.53	VHCL MTCE SUPPLIES
62560	MUNICIPAL CODE CORP	202495	07/05/2019	1,190.00	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	202496	07/05/2019	121,808.26	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	202618	07/12/2019	308.98	VHCL MTCE SUPPLIES
62615	CHRIS MUNLEY	202735	07/19/2019	8.00	TRAVEL & CONFERENCE
62889	MYOU	202619	07/12/2019	280.00	ADVERT/LEGAL PUBL
63032	NCL OF WISCONSIN INC	202620	07/12/2019	262.56	LAB SUPPLIES
64245	NATIONAL RECREATION AND	202821	07/26/2019	65.00	DUES & MEMBERSHIPS
64400	NATIONWIDE RETIREMENT SOL	202822	07/26/2019	4,250.00	NRS-NATION RETIRE SOL
64677	NEAPOLITAN LABS LLC	202622	07/12/2019	1,000.00	OTHER PROF SERV
65680	NOEL INSURANCE INC	202623	07/12/2019	100.00	DUES & MEMBERSHIPS
65975	NORMED	202624	07/12/2019	158.41	SUSTENANCE SUPPLIES
66001	NORRIS ASPHALT PAVING INC	202736	07/19/2019	4,508.95	STREET MAINT SUPPLIES
66010	NORTHLAND PRODUCTS CO	202625	07/12/2019	143.95	MISCELLANEOUS
66561	OFFICIAL PEST CONTROL	202737	07/19/2019	55.00	SUSTENANCE SUPPLIES
66643	OHD LLLP	202498	07/05/2019	810.00	OTHER PROF SERV
66730	OHARA HARDWARE	202500	07/05/2019	735.52	OPERATING SUPPLIES
66737A	OLD DOMINION BRUSH	202824	07/26/2019	1,223.55	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	202501	07/05/2019	533.43	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	202825	07/26/2019	446.68	PROGRAM SUPPLIES
67680	OTTUMWA AREA CHAMBER OF	202626	07/12/2019	100.00	REFUNDS
67752	OTTUMWA CHIROPRACTIC CLIN	202739	07/19/2019	170.00	EMPLOYEE PHYSICALS/TESTS
67759	OTTUMWA COMMUNITY SCHOOLS	202740	07/19/2019	304.80	PHOTOCOPIES
68000	OTTUMWA COURIER	202628	07/12/2019	3,258.95	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	202503	07/05/2019	574.32	OFFICE SUPPLIES
68144	OTTUMWA ECONOMIC DEVELOPM	202629	07/12/2019	5,000.00	CONTRIBUTION/OEDC
68192	OTTUMWA FIBER LLC	202504	07/05/2019	150.00	TECHNOLOGY SERVICES
68240	OTTUMWA GLASS COMPANY	202742	07/19/2019	40.00	VHCL MTCE SUPPLIES
68248A	OTTUMWA MUNICIPAL BAND	202630	07/12/2019	6,213.75	OTHER PROF SERV
68556	OTTUMWA NAPA	202505	07/05/2019	1,175.67	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	202631	07/12/2019	1,730.00	OFFICE SUPPLIES
68576	OTTUMWA RADIO	202744	07/19/2019	2,001.48	ADVERT/LEGAL PUBL
69040	OTTUMWA WATER AND HYDRO	202632	07/12/2019	11,346.51	BILLING FEES-WW

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69259	KATLYN OVERTURF	202827	07/26/2019	76.00	TRAVEL & CONFERENCE
69270	OYOU	202633	07/12/2019	300.00	ADVERT/LEGAL PUBL
69688	DIXIE L PARKER	202634	07/12/2019	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	202770	07/26/2019	8,893.23	CAPITAL IMPROVEMENTS
71515	PETTY CASH/CEMETERY	202828	07/26/2019	29.30	OPERATING SUPPLIES
72035	PIPESTONE VET CLINIC OF	202746	07/19/2019	10.00	OTHER PROF SERV
72253	PG ARCHITECTURAL FINISHE	202635	07/12/2019	58.92	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	202636	07/12/2019	227.90	OPERATING SUPPLIES
72562	KAREN PLUMMER	202829	07/26/2019	50.00	REFUNDS
73125	POSTMASTER (CEMETERY)	202830	07/26/2019	50.00	POSTAGE & SHIPPING
73290	POWERPLAN	202747	07/19/2019	728.89	VHCL MTCE SUPPLIES
73926	PRODUCTIVITY PLUS ACCOUNT	202507	07/05/2019	138.32	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	202637	07/12/2019	99.99	TECHNOLOGY SERVICES
74260	PURCHASE POWER	202748	07/19/2019	478.25	POSTAGE & SHIPPING
74545	QUAD CITY SAFETY INC	202832	07/26/2019	3,783.95	SUSTENANCE SUPPLIES
74626	QUALITY SERVICES CORP	202833	07/26/2019	1,125.05	VHCL MTCE SUPPLIES
74751	R.G. CONSTRUCTION, LLC	202639	07/12/2019	116,615.14	CONTRACTUAL SERVICES
75901	RECORDED BOOKS INC	202749	07/19/2019	67.48	LIBRARY MAT.-JAMES ESTATE
75919	REDSPEED	202640	07/12/2019	160.00	FINES-RED SPEED
76040	REED & REED, INC	202641	07/12/2019	165.00	RAMP MAINT & REPAIR
76296	CHRISTINA REINHARD	202834	07/26/2019	436.48	TRAINING
77306	RAYSON ROBERT	202643	07/12/2019	50.00	REFUNDS
77747	JOSE ROMERO	202750	07/19/2019	50.00	REFUNDS
77807	ROSS POWERSPORTS	202508	07/05/2019	14.95	VHCL MTCE SUPPLIES
77965	ROTARY CLUB OF OTTUMWA	202509	07/05/2019	165.00	DUES & MEMBERSHIPS
78105	ROYAL PORTABLE TOILETS	202644	07/12/2019	371.52	SANITATION
78269	SF MOBILE-VISION, INC	202645	07/12/2019	2,986.30	EQUIP REPAIR
78279	S & L ALL SEASON	202835	07/26/2019	301.74	EQUIP REPAIR
78292	SHI INTERNATIONAL CORP	202836	07/26/2019	5,250.00	TECHNOLOGY SERVICES
78708	JOHN SANDEGREN HEATING	202646	07/12/2019	3,980.00	OPERATING SUPPLIES
78718	SANDRY FIRE SUPPLY LLC	202837	07/26/2019	82,451.00	ASSIST TO FIREFGTS GRANT
79358	SCHUMACHER ELEVATOR CO	202647	07/12/2019	476.79	BUILDING MAINTENANCE REPA
79368	SCHWENKER & MOUGIN INC.	202838	07/26/2019	670.05	SUSTENANCE SUPPLIES
79707	SCIENCE CENTER OF IOWA	202648	07/12/2019	150.00	PROGRAM SUPPLIES
79721	SCOTT MERRIMAN INC.	202649	07/12/2019	1,166.40	PRINTING
79970	LARRY SEALS	202839	07/26/2019	8.00	TRAVEL & CONFERENCE
80050	SECRETARY OF STATE	202840	07/26/2019	30.00	DUES & MEMBERSHIPS
81360	SHERWIN WILLIAMS	202650	07/12/2019	455.49	STREET MAINT SUPPLIES
81507	SHRED-IT USA	202651	07/12/2019	75.60	CONTRACTUAL SERVICES
81599	MIKE SIEREN	202514	07/05/2019	208.00	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	202652	07/12/2019	2,566.83	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	202841	07/26/2019	7,777.00	CONTRACTUAL SERVICES
82954	MIKE SMITH	202515	07/05/2019	106.99	SUSTENANCE SUPPLIES
83100A	SNAP-ON-TOOLS	202842	07/26/2019	62.00	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	202653	07/12/2019	44.83	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	202562	07/10/2019	77.84	ELECTRIC
84495	ST PAUL LUTHERAN CHURCH	202516	07/05/2019	40.00	REFUNDS
85262	STATE HYGIENIC LABORATORY	202654	07/12/2019	52.00	CONTRACTUAL SERVICES
85277	STATE OF IOWA DIVISION OF	202655	07/12/2019	450.00	PERMITS
86196	THE STITCH DOCTOR	202656	07/12/2019	315.00	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	202752	07/19/2019	31,468.22	CONTRACT EMPLOYEES
87549	2 THE TOP	202517	07/05/2019	3,300.00	OTHER PROF SERV
87593	TK CONCRETE	202843	07/26/2019	4,780.93	CONTRACTUAL SERVICES
88000	TEAMSTER LOCAL UNION 238	202844	07/26/2019	3,119.36	PUBLIC WKS UNION DUE PAYA

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
88526	THOMAS & MEANS LAW FIRM,	202845	07/26/2019	1,110.00	TRAINING
88697	THUMBS UP GIFTS & AWARDS	202518	07/05/2019	320.00	OTHER PROF SERV
88858	TIFCO INDUSTRIES	202659	07/12/2019	1,373.54	TOOLS & SMALL EQUIP
89073	JEREMY TOSH	202519	07/05/2019	208.00	TRAVEL & CONFERENCE
89090	TOTAL CHOICE SHIPPING	202754	07/19/2019	21.90	VHCL MTCE SUPPLIES
89308	TRANS-IOWA EQUIPMENT, INC.	202520	07/05/2019	52.98	VHCL MTCE SUPPLIES
89462A	TREASURER STATE OF IOWA	202660	07/12/2019	9,839.00	SALES TAX PAYABLE
89986	TUBE PRO INC.	202755	07/19/2019	497.50	OPERATING SUPPLIES
90405	UAW LOCAL 74	202847	07/26/2019	50.00	REFUNDS
90454	ULINE	202661	07/12/2019	572.99	OPERATING SUPPLIES
90846	UPS	202848	07/26/2019	197.38	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	202663	07/12/2019	168.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	202522	07/05/2019	3,886.41	OPERATING SUPPLIES
92398	VAN MAANEN ELECTRIC, INC.	202523	07/05/2019	20,350.18	CAPITAL IMPROVEMENTS
92555	THE VAN METER COMPANY	202564	07/10/2019	2,921.39	SUSTENANCE SUPPLIES
92679	VERIZON WIRELESS	202760	07/19/2019	1,229.72	TELEPHONE/IT
93643	TIA WALKER	202761	07/19/2019	8.00	TRAVEL & CONFERENCE
94000	WALMART COMMUNITY/RFCSELLC	202850	07/26/2019	970.70	TRAINING
94001	WALMART COMMUNITY/RFCSELLC	202525	07/05/2019	124.34	LIBRARY MAT-GRUBB ESTATE
94235	WAPELLO CO CLERK OF COURT	202665	07/12/2019	235.00	RECORDING & COURT FEES
94490	WAPELLO COUNTY TREASURER	202526	07/05/2019	75.00	RECORDING & COURT FEES
94490C	WAPELLO COUNTY TREASURER	202852	07/26/2019	50.00	RECORDING & COURT FEES
94704	WAPELLO COUNTY RECORDER	202666	07/12/2019	136.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	202667	07/12/2019	5,157.38	NATURAL GAS
94727	WAPELLO CO SHERIFF'S	202854	07/26/2019	200.00	POLICE EXTRA DUTY
95000	WAPELLO COUNTY UNITED WAY	202855	07/26/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	202528	07/05/2019	54.69	WATER
95368	WAYNE'S TIRE	202856	07/26/2019	1,151.14	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	202764	07/19/2019	296,496.47	GROUP HEALTH CLAIMS
97305	WINDSTREAM	202857	07/26/2019	291.23	TELEPHONE/IT
97320	WINGER COMPANIES	202858	07/26/2019	9,022.40	CAPITAL IMPROVEMENTS
97334	WINN CORP	202766	07/19/2019	5,649.46	STREET MAINT SUPPLIES

TOTAL NUMBER OF CHECKS 590 WRITTEN TO 302 VENDORS FOR 3,365,552.26

Treasurer, State of Iowa

IPERS

Internal Revenue Service

41,164.00 IA Withholding

81,582.85 IPERS payroll tax + withholding

264,277.46 Federal withholding, payroll taxes,
 Social Security withholding

3,753,576.57

REPORT DATE 07/31/2019
 SYSTEM DATE 08/22/2019
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 07/31/2019

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	001 GENERAL OPER		986060.14	1359556.47	-373496.33	22292.79	-351203.54
TOTALS FOR FUND	002 PARKING RAMP		154.00	782.95	-628.95	165.00	-463.95
TOTALS FOR FUND	110 ROAD USE TAX		369855.95	307640.29	62215.66	1738.55	63954.21
TOTALS FOR FUND	112 EMPLOYEE BEN		107622.81	475743.00	-368120.19		-368120.19
TOTALS FOR FUND	119 EMERGENCY FU		2722.73	2722.73			
TOTALS FOR FUND	121 SALES TAX 1%		252551.79	26723.00	225828.79		225828.79
TOTALS FOR FUND	124 VOGEL URBAN						
TOTALS FOR FUND	125 WESTGATE TIF		3629.11	34530.00	-30900.89	9530.00	-21370.89
TOTALS FOR FUND	126 AIRPORT TIF		41200.00		41200.00		41200.00
TOTALS FOR FUND	127 PENNSYLVANIA						
TOTALS FOR FUND	128 WILDWOOD HWY						
TOTALS FOR FUND	129 RISK MANAGEM		30231.63	53744.35	-23512.72		-23512.72
TOTALS FOR FUND	131 AIRPORT FUND		56916.48	89451.92	-32535.44	90.00	-32445.44
TOTALS FOR FUND	133 LIBRARY FUND		31886.47	59675.36	-27788.89	103.34	-27685.55
TOTALS FOR FUND	135 CEMETERY FUN		18618.81	28398.86	-9780.05	1458.80	-8321.25
TOTALS FOR FUND	137 HAZ-MAT FUND		26958.50	86149.17	-59190.67	141995.00	82804.33
TOTALS FOR FUND	141 2018 UPPER S		74720.40	111609.62	-36889.22		-36889.22
TOTALS FOR FUND	142 HOAP/HILP ES						
TOTALS FOR FUND	143 EPA BROWNIE						
TOTALS FOR FUND	144 2013 CDBG HO						
TOTALS FOR FUND	145 DOWNTOWN REV						
TOTALS FOR FUND	146 DOWNTOWN STR		2732.20	3818.71	-1086.51		-1086.51
TOTALS FOR FUND	147 CDBG P-2 MAS					6478.65	6478.65
TOTALS FOR FUND	148 2016 OWW CDB						
TOTALS FOR FUND	151 OTHER BOND P		4966.43	49792.50	-44826.07	33864.05	-10962.02
TOTALS FOR FUND	167 FIRE BEQUEST						
TOTALS FOR FUND	169 START UP FUN						
TOTALS FOR FUND	171 RETIREE HEAL		99892.00	98146.43	1745.57		1745.57
TOTALS FOR FUND	173 LIBRARY BEQU		1258.63	10660.66	-9402.03	151.48	-9250.55
TOTALS FOR FUND	174 COMMUNITY DE						
TOTALS FOR FUND	175 POLICE BEQUE			5373.00	-5373.00	656.00	-4717.00
TOTALS FOR FUND	177 HISTORIC PRE						
TOTALS FOR FUND	200 DEBT SERVICE		46319.95		46319.95		46319.95
TOTALS FOR FUND	301 STREET PROJE		863682.48	449724.86	413957.62	414242.04	828199.66
TOTALS FOR FUND	303 AIRPORT PROJ		940180.00	1089106.17	-148926.17		-148926.17
TOTALS FOR FUND	307 SIDEWALK & C			5160.89	-5160.89		-5160.89
TOTALS FOR FUND	309 PARK PROJECT			92545.22	-92545.22	7837.50	-84707.72
TOTALS FOR FUND	311 LEVEE PROJEC						
TOTALS FOR FUND	313 EVENT CENTER		1000.00	746.51	253.49		253.49
TOTALS FOR FUND	315 SEWER CONSTR			88727.26	-88727.26		-88727.26
TOTALS FOR FUND	320 WEST END FLO						
TOTALS FOR FUND	501 CEMETERY MEM						
TOTALS FOR FUND	503 CEMETERY PER		610.00	935.00	-325.00		-325.00
TOTALS FOR FUND	610 SEWER UTILIT		408265.99	461194.86	-52928.87	3174.42	-49754.45
TOTALS FOR FUND	611 SEWER SINKIN		106837.00		106837.00		106837.00
TOTALS FOR FUND	612 STORM WATER						
TOTALS FOR FUND	613 SEWER IMPROV		41667.00		41667.00		41667.00
TOTALS FOR FUND	670 LANDFILL FUN		261796.93	90128.99	171667.94	6521.76	178189.70
TOTALS FOR FUND	671 LANDFILL RES						
TOTALS FOR FUND	673 RECYCLING		32871.91	41718.84	-8846.93	1820.00	-7026.93
TOTALS FOR FUND	690 TRANSIT FUND		129278.38	99123.03	30155.35	185.85	30341.20
TOTALS FOR FUND	695 1015 TRANSIT						

REPORT DATE 07/31/2019
SYSTEM DATE 08/22/2019
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 07/31/2019

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TIME 07:56:03
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ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 720 BRIDGEVIEW E		50755.00	88255.00	-37500.00		-37500.00
TOTALS FOR FUND 750 GOLF COURSE			417.00	-417.00		-417.00
TOTALS FOR FUND 810 POOLED INVES		1135682.18	700000.00	435682.18		435682.18
TOTALS FOR FUND 820 PAYROLL CLEA		1130363.46	1213394.47	-83031.01	1872.00	-81159.01
TOTALS FOR FUND 840 EQUIPMENT PU						
TOTALS FOR FUND 860 GROUP HEALTH		331520.56	249541.69	81978.87		81978.87
<hr/>						
TOTALS FOR ALL LISTED FUNDS		7592808.92	7475238.81	117570.11	654177.23	771747.34



[CITY OF]

OTTUMWA

FILED

2019 AUG 28 AM 8:34

CITY CLERK
OTTUMWA, IA

September 3, 2019

TO: Ottumwa City Council Members
FROM: Matt Dalbey, Mayor Pro Tem
SUBJECT: **APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Cemetery Board of Trustees, term to expire 7/01/2020.

William Hansen
2874 Oak Meadow

Recommend reappointments to the Public Safety Advisory Board, terms to expire 10/2/2022.

Shirley Gingrich-Sloanaker
2610 Kenwood

Larry Jackson
1315 N. Van Buren

John Swarney
941 N. Court

received
8-15-19

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:

Cemetery

Name: William V. Hansen Telephone: 641.682.3180

↳ Bill

Email: (optional) lvuhansen@iowatelecom.net

Address: 2874 OAK MEADOW DR ZIP: 52501

Business: N/A Telephone: N/A

Address: N/A ZIP: N/A

Date Available for Appointment Now E-Mail: N/A

Present occupation: Retired

Previous Employment: INDIAN HILLS COMM. COLLEGE

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).

- Wapello County Genealogical Society (President)
- Wapello County Historical Society (Uice-President)
- My-Noon Kiwanis (President and others) Currently Uice-President
- INDIAN HILLS Trailblazers (Communications Chair, past President)
- INDIAN HILLS Comm. College (numerous)

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

None - have let them expire.

Personal:

(Have you ever worked for the City of Ottumwa?
(If yes, please list dates and names of departments)

Yes _____ No

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?

*Spent almost 50 years working with cemetery records &
recordings besides as part of genealogy*

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

To protect, and maintain Ottumwa's Cemetery

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

*Provide policies that work toward achieving the objectives
I have been in education and as a supervisory role
with administrative responsibilities for more than 40 years*

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

William Lane
Signature

Aug 14, 2019
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 1941 Male Female

Number of years a city resident 15

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

FILED

CITY OF OTTUMWA

2019 AUG 21 PM 3:37
STAFF SUMMARY

CITY CLERK
OTTUMWA, IA

Council Meeting of: September 3, 2019

ITEM NO. _____

Joni Keith
Prepared By

Joni L Keith
Larry Seals

Larry Seals
Department Head

Water Pollution Control Facility
Department

Tom L. Seale

City Administrator Approval

AGENDA TITLE: ^{Adm} Approve the appointment of Ronald Jacobsen to the position of Superintendent for the Ottumwa Water Pollution Control Facility effective August 26, 2019.

PURPOSE: Approve the appointment of Ronald Jacobsen to the position of Superintendent for the Ottumwa Water Pollution Control Facility effective August 26, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: This position fills that vacated by the retirement of Kam Reeves on June 30, 2019. Ron is currently the Wastewater Plant Superintendent for the City of Winterset and has his Grade IV Wastewater License. He has worked in wastewater plants in Arizona and Iowa and has 40 years of experience in the wastewater field. Ron will start at \$81,633 per year with step increases for the next two years. This is an exempt, non-civil service position.

FILED

City of Ottumwa

2019 AUG 20 PM 3: 25

Staff Summary

Council Meeting of: September 3, 2019

Item No. _____

CITY CLERK
OTTUMWA, IA

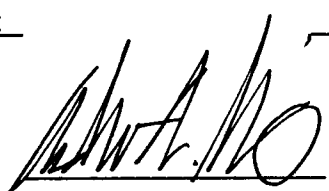
Robert Jay

Prepared By

Finance Department

Department

Robert Jay
Dept. Head



City Administrator

Agenda Title: Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.

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Purpose: Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.

Recommendation: Approve the Annual Urban Renewal Report for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Avenue Corridor Urban Renewal Area for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.

Discussion: Effective July 1, 2012 with the passing of House File 2460 each levy authority must file an "Annual Urban Renewal Report" by December 1st of the calendar year for the preceding fiscal year. The report must be approved by Council. Once approved this report will be submitted to the Iowa Department of Management.

Levy Authority Summary

Local Government Name: OTTUMWA
 Local Government Number: 90G868

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
OTTUMWA WESTGATE URBAN RENEWAL	90001	7
OTTUMWA AIRPORT URBAN RENEWAL	90002	4
HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL	90003	1
OTTUMWA WILDWOOD DR/HWY 34	90075	1

TIF Debt Outstanding: 5,066,434

.....
TIF Sp. Rev. Fund Cash Balance **Amount of 07-01-2018 Cash Balance**
as of 07-01-2018: **Restricted for LMI**

TIF Revenue: 767,364
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 54,698
Total Revenue: 822,062

Rebate Expenditures: 0
 Non-Rebate Expenditures: 787,658
 Returned to County Treasurer: 0
Total Expenditures: 787,658

.....
Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 4,431,671

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Jrban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Jrban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL
 JR Area Number: 90001

JR Area Creation Date: 05/1989

To achieve a diversified well balanced economy/standard of living/tax base with plans for land/commercial/industrial and residential development providing for installation of public works/infrastructure and amenities, elimination of blight, encourage commercial and industrial growth, rehabilitation of central business district with a sound economic base for future development.

JR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM	90042	90043	0
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM	90044	90045	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM	90050	90051	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	90067	90068	16,948,267
OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM	90069	90070	0
OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM	90071	90072	0
OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT	90077	90078	0

Jrban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	64,990	93,927,474	98,029,343	18,709,580	0	-314,840	216,227,862	0	
Taxable	35,386	52,243,312	88,226,409	16,838,623	0	-314,840	161,605,304	0	
Homestead Credits									

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: -32,649 **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 652,711
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 652,711

Rebate Expenditures: 0
 Non-Rebate Expenditures: 641,180
 Returned to County Treasurer: 0
Total Expenditures: 641,180

Projects For OTTUMWA WESTGATE URBAN RENEWAL

Downtown Maintenance

Description: Downtown Beautification Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

Mainstreet Iowa

Description: Contribution to Main Street Iowa Program
Main Street Iowa Program-Iowa Economic Development
Classification: Authority
Physically Complete: No
Payments Complete: No

Wildwood Drive Street Proj.

Description: Raise Wildwood Dr. for Kohl's Development
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Iowa Ave/East Main Street

Description: Reconstruct street in front of Cargill Meat Solutions
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Quincy Ave Street Proj.

Description: Street Reconstruction
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Market St. Bridge Repair

Description: Repair Downtown Bridge
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Lagoon Pump Station Proj.

Description: Const. of a Pump Station
Classification: Water treatment plants, waste treatment plants & lagoons

Physically Complete:
Payments Complete:

Yes
No

Debts/Obligations For OTTUMWA WESTGATE URBAN RENEWAL

2012 G.O Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	120,000
Interest:	2,650
Total:	122,650
Annual Appropriation?:	No
Date Incurred:	03/31/2012
Year of Last Payment:	2019

2013 CIP G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	244,000
Interest:	3,678
Total:	247,678
Annual Appropriation?:	No
Date Incurred:	04/02/2013
Year of Last Payment:	2020

2013 CIP G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	366,000
Interest:	5,517
Total:	371,517
Annual Appropriation?:	No
Date Incurred:	04/02/2013
Year of Last Payment:	2020

2013 D G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,757,500
Interest:	379,571
Total:	2,137,071
Annual Appropriation?:	No
Date Incurred:	12/30/2013
Year of Last Payment:	2033

Downtown Maintenance

Debt/Obligation Type:	Other Debt
Principal:	34,076
Interest:	0
Total:	34,076
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
Year of Last Payment:	2018

Mainstreet Ottumwa

Debt/Obligation Type:	Other Debt
Principal:	10,000
Interest:	0
Total:	10,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
Y of Last Payment:	2018

Non-Rebates For OTTUMWA WESTGATE URBAN RENEWAL

EIF Expenditure Amount:	10,000
Tied To Debt:	Mainstreet Ottumwa
Tied To Project:	Mainstreet Iowa
EIF Expenditure Amount:	132,624
Tied To Debt:	2013 CIP G.O.
Tied To Project:	Market St. Bridge Repair
EIF Expenditure Amount:	34,076
Tied To Debt:	Downtown Maintenance
Tied To Project:	Downtown Maintenance
EIF Expenditure Amount:	122,650
Tied To Debt:	2012 G.O Refunding
Tied To Project:	Wildwood Drive Street Proj.
EIF Expenditure Amount:	198,936
Tied To Debt:	2013 CIP G.O.
Tied To Project:	Quincy Ave Street Proj.
EIF Expenditure Amount:	142,894
Tied To Debt:	2013 D G.O.
Tied To Project:	Lagoon Pump Station Proj.

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/WESTGATE UR TIF INCREM
 TIF Taxing District Inc. Number: 90043
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	31,276,750	28,334,840	152,040	0	-109,268	60,398,888	0	[REDACTED]
Taxable	0	17,396,418	25,501,356	136,836	0	-109,268	43,511,657	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	17,102,818	43,405,338	0	43,405,338	1,710,430

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE AG UR TIF INCREM
 TIF Taxing District Inc. Number: 90045
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	05/1989

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	64,990	0	0	0	0	0	64,990	0	[REDACTED]
Taxable	35,386	0	0	0	0	0	35,386	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	63,662	1,328	0	1,328	32

FY 2019 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/WESTGATE2 UR TIF INCREM
 TIF Taxing District Inc. Number: 90051
 TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	07/1994

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,102,800	33,250,690	280,420	0	-55,560	48,810,137	0	[REDACTED]
Taxable	0	6,731,663	29,925,621	252,378	0	-55,560	39,399,137	0	[REDACTED]
Homestead Credits									[REDACTED]

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	32,115,103	16,750,594	0	16,750,594	660,073

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/WESTGATE3 UR TIF INCREM
 TIF Taxing District Inc. Number: 90068
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	05/2002

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	39,312,724	29,341,660	0	0	-100,008	70,114,537	0	[REDACTED]
Taxable	0	21,866,109	26,407,494	0	0	-100,008	49,402,221	0	[REDACTED]
Homestead Credits									[REDACTED]

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	27,194,312	43,020,233	16,948,267	26,071,966	1,027,391

FY 2019 TIF Revenue Received: 652,711

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/WESTGATE3 UR TIF INCREM
 TIF Taxing District Inc. Number: 90070
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2023

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2002

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/WESTGATE4 TIF INCREM
 TIF Taxing District Inc. Number: 90072
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2030

	Slum	UR Designation
	Blighted	No
	Economic Development	11/2009
		11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	9,127,590	5,456,783	18,277,120	0	-42,596	32,915,607	0	0
Taxable	0	5,076,854	4,911,105	16,449,409	0	-42,596	26,470,932	0	0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	54,559,403	0	0	0	0

FY 2019 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WESTGATE URBAN RENEWAL (90001)
 TIF Taxing District Name: OTTUMWACITY/OTTUMWASCH/WESTGATE #7 INCREMENT
 TIF Taxing District Inc. Number: 90078

TIF Taxing District Base Year:	2016		UR Designation
FY TIF Revenue First Received:		Slum	No
subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,107,610	1,645,370	0	0	-7,408	3,923,703	0	
Taxable	0	1,172,268	1,480,833	0	0	-7,408	2,785,971	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	5,208,609	0	0	0	0

FY 2019 TIF Revenue Received: 0

Jrban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Jrban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL
 JR Area Number: 90002

JR Area Creation Date: 07/1994

To plan and provide sufficient land for comm./industrial dev., install public works and facilities ,eliminate blight,maintain transportation network, provide a marketable/investment climate and encourage commercial and industrial growth and expansion with a sound econ. base.

JR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WICHLAND TWP/OTTUMWA SCH/A P TIF INCREM	90056	90057	0
OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM	90058	90059	0
OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM	90060	90061	0
CENTER TWP/OTTUMWA SCH/A P TIF INCREM	90062	90063	0

Jrban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	2,518,370	15,882,790	7,836,440	7,541,474	0	-20,372	33,758,702	0	
Taxable	1,371,204	8,834,145	7,052,796	6,787,327	0	-20,372	24,025,100	0	
Homestead Credits									

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: 0

Amount of 07-01-2018 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

 Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: RICHLAND TWP/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 90057
 TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2019

UR Designation
 No
 06/1994
 06/1994

Slum
 Blighted
 Economic Development

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,945,630	5,522,400	7,836,440	7,541,474	0	-12,964	22,832,980	0	
Taxable	1,059,357	3,071,603	7,052,796	6,787,327	0	-12,964	17,958,119	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	9,691,355	13,154,589	0	13,154,589	327,197

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 90059
 TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? No

UR Designation
 No
 06/1994
 06/1994

Slum
 Blighted
 Economic Development

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,215,290	0	0	0	-7,408	10,207,882	0	
Taxable	0	5,681,836	0	0	0	-7,408	5,674,428	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	83,802	5,674,428	0	5,674,428	223,606

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: OTTUMWA CITY AG/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 90061
 TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? No

Slum
 Blighted
 Economic Development

UR Designation
 No
 06/1994
 06/1994

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	350	0	0	0	0	0	350		0
Taxable	191	0	0	0	0	0	191		0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	205	145	0	145	3

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA AIRPORT URBAN RENEWAL (90002)
 TIF Taxing District Name: CENTER TWP/OTTUMWA SCH/A P TIF INCREM
 TIF Taxing District Inc. Number: 90063

TIF Taxing District Base Year: 1994
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? No

Slum
 Blighted
 Economic Development

UR Designation
 No
 06/1994
 06/1994

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	572,390	145,100	0	0	0	0	717,490	0	
Taxable	311,656	80,706	0	0	0	0	392,362	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	320,348	392,362	0	392,362	9,565

FY 2019 TIF Revenue Received: 0

Jrban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Jrban Renewal Area: HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL
 JR Area Number: 90003

JR Area Creation Date: 10/2011

URA activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial development using public and private investment for the sound development of public works and facilities for the efficient development and to achieve a marketable and attractive investment climate as well as a diversified, well balanced economy providing a desirable standard of living, job opportunity and strengthened tax base.

JR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR INCREMENT	90073	90074	0

Jrban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,107,250	47,787,760	0	0	-3,704	61,059,608	0	
Taxable	0	615,867	43,008,984	0	0	-3,704	53,203,686	0	
Homestead Credits									
EIF Sp. Rev. Fund Cash Balance as of 07-01-2018:			0		0				Amount of 07-01-2018 Cash Balance Restricted for LMI

EIF Revenue:	0
EIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: HOSPITAL DISTRICT PENN AVE CORRIDOR URBAN RENEWAL (90003)
 TIF Taxing District Name: OTTUMWA CITY/OTTUMWA SCH/HOSP DIST PENN AVE CORRIDOR
 INCREMENT
 TIF Taxing District Inc. Number: 90074
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District Statutorily ends: 2031

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,107,250	47,787,760	0	0	-3,704	61,059,608	0	
Taxable	0	615,867	43,008,984	0	0	-3,704	53,203,686	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	31,594,176	29,469,136	0	29,469,136	1,161,260

FY 2019 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Jrban Renewal Area Data Collection

Local Government Name: OTTUMWA (90G868)
 Jrban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34
 JR Area Number: 90075

JR Area Creation Date: 08/2011

To establish and provide opportunities, incentives and sites for community economic development, including private investment in the area, plan for and provide sufficient land for commercial development in a manner that is efficient from the standpoint of providing municipal services and provide a more marketable and attractive investment climate as well as provide a diversified, well balanced economy creating job opportunities and standard of living as well as increasing the tax base.

JR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT	90075	90076	2,924,559

Jrban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,249,510	0	0	0	3,249,510	0	
Taxable	0	0	2,924,559	0	0	0	2,924,559	0	
Homestead Credits									

EIF Sp. Rev. Fund Cash Balance as of 07-01-2018: -154,650 0 Amount of 07-01-2018 Cash Balance Restricted for LMI

EIF Revenue: 114,653
 EIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 54,698
Total Revenue: 169,351

Rebate Expenditures: 0
 Non-Rebate Expenditures: 146,478
 Returned to County Treasurer: 0
Total Expenditures: 146,478

Projects For OTTUMWA WILDWOOD DR/HWY 34

Kohl's Dept. Store Development

Description:	Building and opening of Kohl's Dept. Store
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For OTTUMWA WILDWOOD DR/HWY 34

General Fund Loan#2

Debt/Obligation Type:	Internal Loans
Principal:	90,660
Interest:	0
Total:	90,660
Annual Appropriation?:	No
Date Incurred:	08/19/2012
Year of Last Payment:	2024

Taxable Series 2011A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,545,000
Interest:	466,662
Total:	2,011,662
Annual Appropriation?:	No
Date Incurred:	09/18/2011
Year of Last Payment:	2031

General Fund Loan #3

Debt/Obligation Type:	Internal Loans
Principal:	41,120
Interest:	0
Total:	41,120
Annual Appropriation?:	No
Date Incurred:	06/04/2014
Year of Last Payment:	2032

Non-Rebates For OTTUMWA WILDWOOD DR/HWY 34

IF Expenditure Amount:	146,478
Tied To Debt:	Taxable Series 2011A
Tied To Project:	Kohl's Dept. Store Development

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Additional property taxes paid by Kohl's per agreement of \$54,698 entered in Asset Sales and Loan Repayments.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2019

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: OTTUMWA (90G868)
 Urban Renewal Area: OTTUMWA WILDWOOD DR/HWY 34 (90075)
 TIF Taxing District Name: OTTUMWACITY/OTTUMWASCH/OTT WILDWOOD DR/HWY 34 INCREMENT
 TIF Taxing District Inc. Number: 90076
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

UR Designation
 Slum No
 Blighted No
 Economic Development 08/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,249,510	0	0	0	3,249,510	0	
Taxable	0	0	2,924,559	0	0	0	2,924,559	0	
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	12,928	2,924,559	2,924,559	0	0

FY 2019 TIF Revenue Received: 114,653

FILED

City of Ottumwa

2019 AUG -9 AM 9: 23

Staff Summary

CITY CLERK
OTTUMWA, IA

Council Meeting of: September 3, 2019

Item No. _____

Robert Jay

Prepared By

Finance Department

Department

Robert Jay
Dept. Head

[Signature]
City Administrator

Agenda Title: Resolution No. 182-2019 Approving the Street Financial Report for the fiscal year of July 2018 through June 2019 for the City of Ottumwa, Iowa.

.....
Purpose: Approval of the Street Financial Report for Fiscal Year of July 1, 2018 through June 30, 2019.

Recommendation: Pass and Adopt Resolution No. 182-2019

Discussion: The Street Financial Report shows activity in the Road Use Tax, along with activity in other funds connected with street construction. Iowa statute requires cities to file the Street Financial Report in order to continue receiving Road Use Tax funding. The report will be electronically filed upon approval of the City Council. The last page identifies all of the street projects that were worked on this last fiscal year and the amounts expended.

RESOLUTION NO. 182-2019

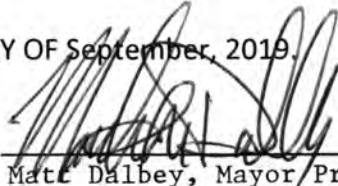
**A RESOLUTION APPROVING THE STREET FINANCIAL REPORT FOR THE
FISCAL YEAR OF JULY 1, 2018 THROUGH JUNE 30 2019 FOR THE
CITY OF OTTUMWA**

WHEREAS, The statutes of the State of Iowa require that cities file a yearly Financial Report covering Road Use Funds and other street funds, in order to be Eligible for continued road use funding.

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

The attached Street Financial Report to the State of Iowa is Hereby Approved for submittal to the Iowa Department of Transportation, Road Use Division

PASSED AND APPROVED THIS 3rd DAY OF September, 2019.



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk





Form 517007 (5-2019)
Office of Local Systems
Ames, IA 50010

City Name
OTTUMWA
City Number
5823

City Street Financial Report

Report Generated
8/8/2019 12:00 PM
Fiscal Year
2019
Sheet
1 of 10

Cover Sheet

Now therefore let it be resolved that the city council OTTUMWA, Iowa
(City Name)

On 09/03/2019 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2018 to June 30, 2019
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
CHRIS REINHARD	reinhardc@ci.ottumwa.ia.us	105 E THIRD STREET	OTTUMWA	52501-0000
Hours	Phone	Extension	Phone(Alternative)	
8 A.M. TO 4:30 P.M.	641-683-0621		641-683-0621	

Preparer Information


Name	E-mail Address	Phone	Extension
KRISTI MCDOWELL	mcdowellk@ci.ottumwa.ia.us	641-683-0673	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
TOM X LAZIO	mayor@ci.ottumwa.ia.us	105 E THIRD STREET	OTTUMWA	52501-0000
Phone	Extension			
641-683-0600				

Resolution Number

182-2019


Signature Mayor


Signature City Clerk

City Street Financial Report

Report Generated
8/8/2019 12:00 PM
Fiscal Year
2019
Sheet
2 of 10

City Name
OTTUMWA
City Number
5815

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. Fund Balance	\$0	\$0	\$0	\$0
2. Commitments	\$0	\$0	\$0	\$0
3. Change in Explanation Sheet				
4. Adjusted Balance	\$0	\$0	\$0	\$0
B. REVENUES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. Road Use Tax	\$0	\$0	\$0	\$0
2. Property Taxes		\$585,457	\$0	\$585,457
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$0	\$0	\$0
5. Proceeds from Bonds, Notes and Loans		\$0	\$0	\$0
6. Interest Earnings		\$56,328	\$0	\$56,328
7. Total Revenues (Lines B1 thru B6)	\$0	\$641,785	\$0	\$641,785
C. Total Funds Available (Line A3 + Line B7)				
	\$0	\$641,785	\$0	\$641,785

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
D. Maintenance				
1. Roadway Maintenance	\$1,683,955	\$5,619,416	\$0	\$7,303,371
2. Snow and Ice Removal	\$499,063	\$0	\$0	\$499,063
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$43,590	\$0	\$43,590
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$22,909	\$81,509	\$0	\$104,418
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration				
	\$293,069	\$254,049	\$0	\$547,118
G. Equipment				
	\$0	\$0	\$0	\$0
H. Miscellaneous				
1. Street Debt		\$0	\$0	\$0
2. Bonds, Notes and Loans - Principal Paid	\$0	\$0	\$0	\$0
3. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$0	\$0
TOTALS				
K. Total Expenses (Lines D1 thru D)	\$2,476,927	\$6,477,974	\$0	\$8,954,901
L. Ending Balance (Line C-K)	\$0	\$0	\$0	\$0
M. Total Funds Available (Line C + L)	\$0	\$641,785	\$0	\$641,785

City Street Financial Report

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City Name
OTTUMWA
City Address
520 N. Main

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 of the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
124---Iowa DOT	\$475,000.00	\$0.00
192---Donations	\$267,408.00	\$0.00
174---Sales Tax / Local Option	\$634,995.00	\$0.00
181---Junk and Old	\$1,218.00	\$0.00
140---Federal Government (misc.)	\$1,125,578.00	\$0.00
193---Fines & Fees	\$64,883.00	\$0.00
170---Reimbursements (misc.)	\$2,669,934.00	\$0.00
190---Other Miscellaneous	\$38,400.00	\$0.00
172---Labor & Services	\$79,363.00	\$0.00
Line B4 Totals		

Line D1 Totals		
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Bonds, Notes and Loans Sheet

New Bond?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related (Street)	Year	Principal Bal. @ 8/8/19	Interest @ 8/8/19	Total @ 8/8/19	Amort. Period	Amort. Period	Amort. Period
<input type="checkbox"/>	General Obligation	Street Improvements	100	04/18/2017	\$3,390,312	100	2025	\$2,805,312	\$20,312	\$64,945			
<input type="checkbox"/>	General Obligation	Paving & Construction	100	04/12/2012	\$780,000	100	2021	\$120,000	\$120,000	\$2,650			
<input type="checkbox"/>	General Obligation	Paving & Construction	81	04/02/2013	\$4,365,000	81	2020	\$610,000	\$325,000	\$6,560			
<input type="checkbox"/>	General Obligation	Paving & Construction	15	11/08/2014	\$1,330,000	15	2020	\$545,000	\$270,000	\$11,400			
<input type="checkbox"/>	General Obligation	Paving & Construction	76	04/01/2014	\$4,100,000	76	2024	\$2,565,000	\$480,000	\$52,365			
New Bond Totals							Totals						

City Street Financial Report

City Name
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City Number
8975

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entitles for this year

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Bidding	5. Location/Project Description (Miles, Length, Size or Structure)
110-2-210-6417	\$485,546	SURF	Yes	2018 ASPHALT STREET REPAIR
110-7-751-6499	\$50,000	SURF	Yes	2018 STREET CRACK REPAIR
301-7-736-6499	\$545,067	RDSD	Yes	DAVIS STREET
301-7-741-6499	\$40,460	RDWY	Yes	OSAGE & OAK MEADOW
301-7-761-6407	\$240,039	RDWY	Yes	MINI ROUNDABOUT RICHMOND/BERRY
301-7-761-6407	\$771,253	RDWY	Yes	MODERN ROUNDABOUT WAPELLO AND ALBIA ROAD
301-7-740-6417	\$1,475,476	RDWY	Yes	SHERIDAN AVENUE

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead
110-2-210-6417	NORRIS ASPHALT & PAVING	\$1,099,515	-\$489,333	\$0	\$0	\$0	\$0
110-7-751-6499	ILLOWA INVESTMENTS	\$44,370	\$535	\$0	\$0	\$0	\$0
301-7-736-6499	FYE EXCAVATING	\$549,692	-\$5,698	\$0	\$0	\$0	\$0
301-7-741-6499	DC CONCRETE & CONSTRUCTION	\$45,695	\$3,276	\$0	\$0	\$0	\$0
301-7-761-6407	DC CONCRETE & CONSTRUCTION	\$224,878	\$63,229	\$0	\$0	\$0	\$0
301-7-761-6407	DC CONCRETE & CONSTRUCTION	\$765,859	-\$5,910	\$0	\$0	\$0	\$0
301-7-740-6417	FYE EXCAVATING	\$1,355,190	-\$57,697	\$0	\$0	\$0	\$0

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City Name
OTTUMWA

Road/Street Equipment Inventory Sheet

1. Local Class ID #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	6. Unit Cost	7. Rental Cost	8. Unit	9. Reason for Disposal	10. Status
	2011	International Dump Truck and Plow	\$99,449	\$0		\$0		Yes	NOCH
	2009	Crafco Magnum Patching Machine	\$70,122	\$0		\$0		Yes	NOCH
	2007	Monroe Snow Plow	\$7,923	\$0		\$0		Yes	NOCH
	2007	Hamm HDB Tandem Roller	\$33,850	\$0		\$0		Yes	NOCH
	2007	2007 International Dump 4300 4 x 2	\$75,870	\$0		\$0		Yes	NOCH
84	2005	1999 Used Case Backhoe	\$27,100	\$0		\$0		Yes	NOCH
33	2005	2005 Silverado IT Dump Truck	\$25,194	\$0		\$0		Yes	NOCH
200	2006	2006 Ford F350 w/Box & Crane	\$39,477	\$0		\$0		Yes	NOCH
20042	2005	2005 Silverado IT Dump Truck	\$24,296	\$0		\$0		Yes	NOCH
	2005	CAT CB214E Asphalt Roller	\$27,242	\$0		\$0		Yes	NOCH
	2004	1998 GMC Bucket Truck	\$55,000	\$0		\$0		Yes	NOCH
	1997	Okada OAC200 Tamper	\$4,050	\$0		\$0		Yes	NOCH
	1998	Chevrolet 1 1/2 T Dump Patch	\$26,361	\$0		\$0		Yes	NOCH
	1998	Sullair Compressor	\$11,200	\$0		\$0		Yes	NOCH
	2000	4700 Bituminous Dist Truck	\$80,790	\$0		\$0		Yes	NOCH
	1999	Elgin Sweeper	\$89,122	\$0		\$0		Yes	NOCH
97	2000	Int'l 2 1/2 T V-Box	\$63,564	\$0		\$0		Yes	NOCH
77	2000	Case 621C Wheel Loader	\$93,000	\$0		\$0		Yes	NOCH
58	2001	John Deere Motor Grader	\$99,512	\$0		\$0		Yes	NOCH

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City Name
OTTUMWA
City Number
3815

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
46	2002	Bitelli Paver	\$90,969	\$0		\$0		Yes	NOCH
43	1993	Ford Street Flusher CF-800	\$63,300	\$0		\$0		Yes	NOCH
248	1995	Target 26" Concrete Saw	\$8,579	\$0		\$0		Yes	NOCH
187	1978	Sultair 150 Air Compressor	\$8,000	\$0		\$0		Yes	NOCH
186	1998	Hot Patcher/Asphalt Hauler	\$16,000	\$0		\$0		Yes	NOCH
156	2004	JD 260 Skid Loader w/Trailer	\$39,467	\$0		\$0		Yes	NOCH
147	2004	Chevy Silverado 1/2 T	\$13,836	\$0		\$0		Yes	NOCH
146	2004	Chevy Silverado 3/4T	\$25,795	\$0		\$0		Yes	NOCH
134	2008	Snow Plow w/ Broom	\$135,700	\$0		\$0		Yes	NOCH
212	2008	International 7300 Dump w/Plow	\$87,988	\$0		\$0		Yes	NOCH
222	2008	International 7300 4x2	\$72,619	\$0		\$0		Yes	NOCH
223	2008	International 7300 4x2	\$53,996	\$0		\$0		Yes	NOCH
201	2007	Sullivan Air Compressor	\$14,470	\$0		\$0		No	NOCH
	1989	Miller Concrete Saw	\$8,758	\$0		\$0		No	NOCH
213	1961	Vermeer Stump Cutter	\$4,000	\$0		\$0		No	NOCH
	2010	Elgin Pelican Dual Sweeper	\$145,620	\$0		\$0		Yes	NOCH
20044	2009	Kent Hydro Breaker	\$9,900	\$0		\$0		Yes	NOCH
20045	2010	Valby Grapper-log grapper	\$9,495	\$0		\$0		No	NOCH
35007	2012	2012 Ford Bucket Truck	\$90,072	\$0		\$0		No	NOCH
554784	2013	2013 Ford F550 with Stainless Spreader	\$22,135	\$0		\$0		Yes	NOCH

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City Name
OTTUMWA

Road/Street Equipment Inventory Sheet

1 Local Class I.D. #	2 Model Year	3 Description	4 Purchase Cost	5 Lease Cost	6 /Unit	7 Rental Cost	8 /Unit	9 Used On Project This FY?	10 Status
20053	2013	2013 Falcon 4T Hot Patcher	\$34,040	\$0		\$0		Yes	NOCH
20054	2013	Elgin Pelican NP Seweper	\$180,135	\$0		\$0		No	NOCH
	2014	International 2.5T Truck w?Box	\$135,673	\$0		\$0		No	NOCH
	2014	International 2.5T Truck w/ Box	\$135,673	\$0		\$0		No	NOCH
	2015	International WorkSta	\$133,166	\$0		\$0		Yes	NOCH
	2014	Pavement Marking Machine	\$25,218	\$0		\$0		Yes	NOCH
	2016	ETNYRE FLUSHER	\$55,395	\$0		\$0		Yes	NOCH
	2015	ASPHALT RECYCLER	\$70,060	\$0		\$0		Yes	NOCH
	2018	2018 INTERNATIONAL 740	\$158,628	\$0		\$0		Yes	NOCH
	2018	PATCH BO	\$6,495	\$0		\$0		No	NOCH

IOWADOT
Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

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City Name
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City Number
5025

Explanation Sheet

Comments

IOWADOT
 Form 517007 (5-2019)
 Office of Local Systems
 Ames, IA 50010

City Name
OTTUMWA
City Number
City Code

City Street Financial Report

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Monthly Payment Sheet

Month	Road Use Tax Payments
July	\$238,638.91
August	\$378,353.02
September	\$363,037.13
October	\$224,292.55
November	\$280,548.47
December	\$284,035.76
January	\$273,018.48
February	\$270,560.82
March	\$220,372.83
April	\$136,186.14
May	\$301,670.40
June	\$261,899.82
Totals	\$2,328,812.33

RUT REPORT
FYE 6/30/18
ITEM E.3, COLUMN 2

110 - RUT FUND

210 - Expanded Street Repair Program

Caldwell	\$ 194,558.02
Church St Parking Lot	14,298.42
N Ash	105,730.87
West/Woodbine	82,882.64
Total ESRP	<u>\$ 397,469.95</u>

301 - STREET PROJECTS FUND

Main Street	\$ 28,684.58
Eisenhower Bridge	47,055.51
E Alta Vista	32,700.53
Davis Street	555,159.02
Ray Street Bridge	20,297.06
Sheridan	883,797.75
Osage	53,650.44
Quiet Zone	278,404.93
E Main Street	1,682,801.59
Ward St Bridge	6,110.80
Market Street Bridge	8,045.41
Round-a-bout	853,283.59
Miscellaneous	2,115.20
	<u>\$ 4,452,106.41</u>

FILED

2019 AUG 20 PM 4:19

CITY OF OTTUMWA
Staff Summary

CITY OF
OTTUMWA, I

**** ACTION ITEM ****

Council Meeting of: Sep 3, 2019

Jody Gates

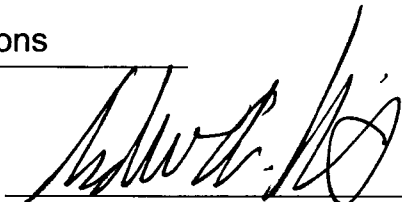
Prepared By

Kevin C Flanagan 

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 188 - 2019, a resolution setting October 1, 2019 as the date of a public hearing on the disposition City owned property located at 430 S. Milner

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 188 - 2019

DISCUSSION: Bids for the sale of this property will be accepted until 2:00 P.M. September 24, 2019. A bid report will be brought to the October 1st City Council meeting.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 188 - 2019

A RESOLUTION SETTING OCTOBER 1, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 430 SOUTH MILNER

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the South 95 feet of Lots 41 and 42 in Block 5 of M.J. Williams Third Addition to the City of Ottumwa, Wapello County, Iowa, also known as 430 S. Milner; and

WHEREAS, the above described property is a commercial building which will be sold to be repaired for a business or residential building or demolished and a new structure built; and

WHEREAS, the successful bidder will provide information in their proposal as to the number of jobs that will be created if the building is used for a business or the number of dwelling units created if used for housing and the dollar amount of the investment they intend to make; and

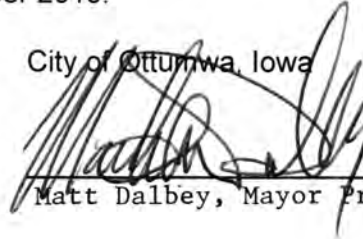
WHEREAS, bids will be received until 2:00 PM September 24, 2019, at which time they will be opened and a successful bidder identified.

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

That the 1st day of October 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the best bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 3rd day of September 2019.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

FILED

2019 AUG 29 AM 7:07

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 3, 2019

Christina Reinhard 

Prepared By

Christina Reinhard

Department Head

City Clerk

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 196-2019, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities.

RECOMMENDATION: Pass and adopt Resolution No. 196-2019.

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. 196-2019

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, 2013 thru June 30, 2014;
Payroll bank statements and checks July 1, 2013 thru June 30, 2014;
Payroll input and time sheets for fiscal year 2013-2014;
Accounts payable invoices for fiscal year 2013-2014;
Journal Vouchers for fiscal year 2013-2014;
Budget detail sheets for fiscal year 2011-2012;
City Clerk's Office receipts for fiscal year 2013-2014;
Affidavits of publication of council minutes, expenditures, notice to bidders, public hearing notices, budget estimates, budget amendments, annual financial reports for calendar year 2014;
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 2013-2014;
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 3rd day of September, 2019.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk

FILED

2019 AUG 26 AM 11:34

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

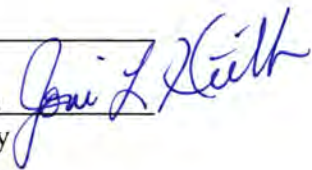
STAFF SUMMARY

Council Meeting of: September 3, 2019

ITEM NO. _____

Joni Keith

Prepared By



Tom X. Lazio

Department Head

Administration

Department

AGENDA TITLE: Approving Agreement with Ottumwa Economic Development Corporation (OEDC) for the period of July 1, 2019 to June 30, 2020 in the amount of \$20,000 and authorize the Mayor Pro Tem to sign on behalf of the City of Ottumwa.

PURPOSE: To promote economic development within the City of Ottumwa.

RECOMMENDATION: Approve the Agreement with Ottumwa Economic Development Corporation (OEDC) for fiscal year July 1, 2019 to June 30, 2020 and authorize the Mayor Pro Tem to sign the Agreement.

DISCUSSION: The Agreement is basically a renewal of the previous year's agreement. The total budgeted funding for OEDC is \$20,000. This proposed Agreement calls for four quarterly payments of \$5,000. Total funding has been approved in the 2019/2020 budget.

Source of Funds: General Fund

Budgeted Item: Yes Budget Amendment Needed: No

OTTUMWA ECONOMIC DEVELOPMENT CORPORATION
AGREEMENT WITH THE CITY OF OTTUMWA

This Agreement is made and entered into by and between the City of Ottumwa, Iowa, an Iowa municipal corporation and the Ottumwa Economic Development Corporation, an Iowa non-profit corporation created as an economic development corporation the volunteer members of which are citizens, unions, businesses and organizations who make donations to the organization. For purposes of this Agreement, City of Ottumwa shall be known as "City" and Ottumwa Economic Development Corporation shall be known as "OEDC". For purposes of this agreement, the address of the City shall be Attn: City Administrator, 105 East Third Street, Ottumwa, Iowa 52501 and the address of OEDC shall be, OEDC Director, 217 E. Main Street, Ottumwa, Iowa 52501.

City and OEDC are desirous of continued economic development of the community. Retaining existing industry and attracting new business and industry to the city will increase the business and employment opportunities for the citizens of the community, increase tax revenues and will continue the economic vitality of the community. It is in the best interest of the citizens of the community that active marketing of economic opportunities in the city be pursued.

IT IS AGREED AS FOLLOWS:

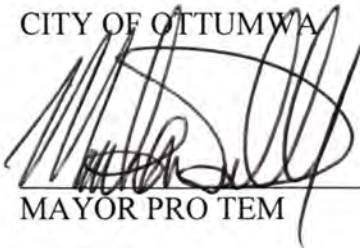
1. OEDC will actively perform defined economic development activities on behalf of the City.
 - a. Economic development activities shall be defined as the retention of existing business and industry and recruitment of new business and industry to locate in Ottumwa and Wapello County.
 - b. Economic development activities shall be defined as the hiring of a paid executive director to facilitate the job description as adopted by the OEDC Board of Directors. Economic development activities shall be defined as those defined by the OEDC Strategic Priorities, cooperating with state government economic development agencies, regional planning commissions and regional economic development organizations as needed in attracting business and industry to the city or region.
 - c. Economic development activities shall be defined as coordinating the activities of the Board of Directors and other volunteers of OEDC.
 - d. Economic development activities shall be defined as assisting existing business and industry in expansions or relocation within the city or region and aggressively pursue qualified leads and/or RFI's for industrial and commercial prospects.
2. City will refer economic development inquiries to OEDC.
3. City will designate two (2) members of city staff, council members, or mayor to be voting members of the Board of Directors of OEDC.

4. The City will pay OEDC \$5,000 quarterly beginning August 1, 2019 (upon presentation of an invoice). Total payments for fiscal year 2020 will be \$20,000.
5. This agreement shall be effective from July 1, 2019 to June 30, 2020.
6. The decision to hire, supervise and direct the Executive Director of OEDC shall be solely the responsibility of the Board of Directors of OEDC. The City reserves the right to give performance information to the Board of Directors of OEDC.
7. OEDC shall accept membership contributions and/or project grant funds from any person, firm, or corporation otherwise eligible according to the by-laws of OEDC.
8. OEDC shall not commit City to any legislative act, to any commitment of City funds, commit City to the sale or lease of City property nor otherwise obligate City in any way to any action.
9. OEDC and City may communicate in any manner necessary to affect the economic development function covered by this contract. City shall designate the staff and/or council member to who inquiries and reports shall be made and the manner in which such reports shall be made. On at least a quarterly basis, Executive Director of OEDC shall appear at a City Council meeting and formally report about the activities that have been conducted in fulfillment of the economic development function as contemplated by this Agreement. The City Administrator will arrange these meetings as necessary and notify OEDC at least one week in advance of said appearances. It is understood and acknowledged that some prospective businesses may not want a public announcement to be made of an inquiry or request for information and it is agreed that OEDC shall be in compliance with this agreement if specific inquiries are not disclosed until such time as disclosure is authorized by the prospective or existing business or industry.
10. The City Administrator shall meet with the OEDC Director to facilitate communication between the two entities, as needed or requested by either party.
11. This agreement may be amended or modified by mutual agreement of City and OEDC.
12. As part of OEDC services rendered to the City, OEDC may undertake certain business industrial recruitment and retention efforts listed below, up to or including:
 - A. Recruitment efforts that will enhance and facilitate capital accumulation within the City of Ottumwa. Said recruitment efforts may encompass trade shows, conferences & seminars, cold calls, and directed marketing to potential businesses of an industrial and commercial nature.

B. Business retention or relocation activities within the City of Ottumwa. This may consist of personal site visits to site selectors, and/or existing manufacturing enterprises to ascertain the tools OEDC can utilize to answer, to the best of its ability regulatory issues, address issues of importance, or navigate financial assistance for qualifying programs.

13. Any questions or suggestions made by City concerning this Agreement and the economic development activities to be performed under this agreement shall be responded to promptly by OEDC.

CITY OF OTTUMWA



MAYOR PRO TEM

OTTUMWA ECONOMIC
DEVELOPMENT CORPORATION

PRESIDENT

ATTEST:



CITY CLERK

Dated this 3rd day of
September, 2019.

TREASURER or VICE
PRESIDENT

Dated this _____ day of
_____, 2019.

FILED

2019 AUG 29 AM 11:51

CITY CLERK
OTTUMWA, IA

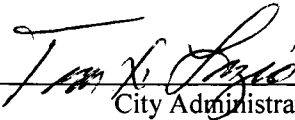
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 3, 2019

Planning & Development
Department

Kevin C. Flanagan
Prepared By
Kevin C. Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Releasing Build Grant Project RFQ's for Developer and Public Consideration

Public hearing required if this box is checked.

RECOMMENDATION: Approve Release of Build Grant Project RFQ's

DISCUSSION: This Council action will release our Build Grant Initiative RFQ's for the public/private mixed-use projects that we hope to include in our initiative. These are:
- town homes on lot adjacent to and east of Market St.
- elevation commercial and upper story living developments (2) on Market St. municipal parking lot
- elevation commercial and upper story living on Washington St. parking lot (1)

Source of Funds:

Budgeted Item: Budget Amendment Needed:

This release will be public, the RFQ's will be on our website, and the RFQ's will be mailed and sent out digitally to various developers directly. The Request for Qualifications rather than a simple Request for Proposals format was used in this case due to the particular complication in the nature of these projects and the level at which the developments will be expected to be performed with regard to architectural standards, improvements of a public nature, and developmental agreements and their anticipated level of financial complication and commitment. Please let me know if you have questions or concerns regarding these RFQ's.

City of Ottumwa, Iowa

Request for Qualifications: Riverfront Apartments, Phase 1 and Phase 2

DRAFT Date: August 19, 2019

I. Project Introduction

The City of Ottumwa is seeking interested and qualified development firms to develop and own one or two mixed-use multi-family residential developments on prime riverfront property in downtown Ottumwa, IA. The site is owned by the City of Ottumwa and located within an existing TIF district. This site has the potential to redevelop into approximately 100 new residential units and up to \$20 million of new investment in downtown Ottumwa.

This prime site on the Des Moines River was identified in the *Riverfront Renaissance Master Plan* from 2015 and the *Ottumwa Opportunity Analysis and Implementation Strategy* from 2019 as a key catalytic site to add tax base and a new type of housing to downtown Ottumwa. The City is prepared to incentivize development, such as public improvements, through the use of Tax Increment Financing.

II. Project Location and Current Initiatives

Ottumwa, IA is a town of approximately 25,000 in southeast Iowa. John Deere Ottumwa Works, which designs and manufactures hay and forage equipment, is one of the largest regional employers. JBS, an international leader in pork processing, is also located downtown. John Deere Ottumwa Works and JBS are located less than a 5-minute drive from the site.



Figure 1: Riverfront Site Vision from Ottumwa Opportunity Analysis and Implementation Strategy

Ottumwa is located on Amtrak's California Zephyr line, which connects passengers from Chicago to Omaha, stopping in downtown Ottumwa, a short walk from the riverfront site. The Amtrak train schedule makes Ottumwa an ideal location for people that want to travel to Chicago for a weekend excursion.

The riverfront site is three blocks from Ottumwa's thriving Main Street restaurant and entertainment corridor and a 10-minute walk to an extensive park system and bicycle trails that is easily accessible for downtown residents of the

proposed development. While the site borders an active railroad track, it is important to note that the City of Ottumwa is in the final phase of Quiet Zone implementation which will be

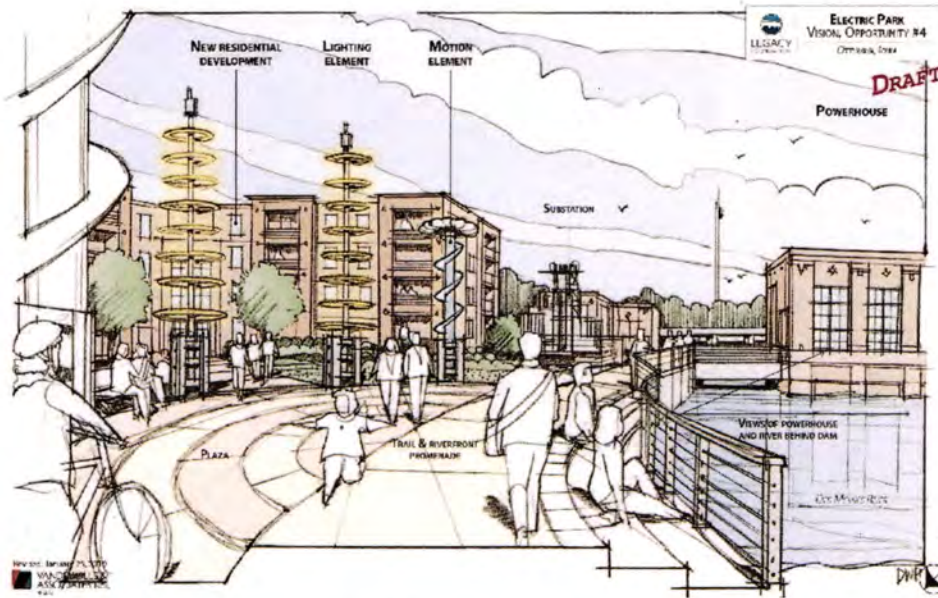


Figure 2: Electric Park Vision from Ottumwa Opportunity Analysis and Implementation Strategy

completed well before construction ends. The quiet zone encompasses seven crossings in the downtown core and will allow for the silencing of train horns except in situations of danger.

Adjacent to the riverfront development site is envisioned as

“Electric Park,” a dynamic public space with the power to transform the river into a local and visitor

destination in the downtown area. Replicating the kinetic energy of light and the motion of the river, Electric Park will incorporate interactive light and motion sculptures to create a unique experience that transcends public art, with the potential of using the locally owned hydroelectric dam to fuel these features. The concept includes connecting across the river to Bridge View Center, the region’s premier Convention Center on the Des Moines River.

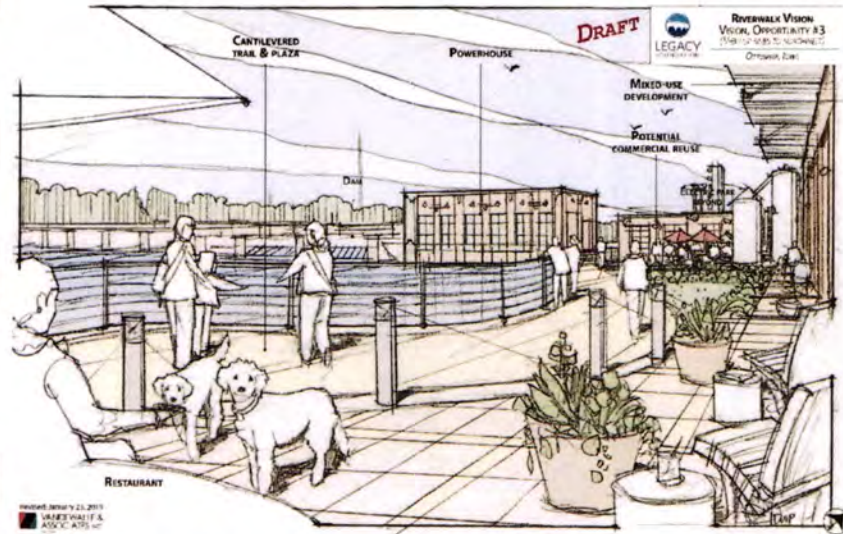


Figure 3: Riverwalk Vision from Ottumwa Opportunity Analysis and Implementation Strategy

III. Project Description

The redevelopment project is organized into three development opportunities on the site; Phase 1 and Phase 2 are discussed in this RFQ. The City of Ottumwa is looking for a developer to commit to building and owning Phase 1, with an available option for Phase 2 based on developer performance. Market rate apartments is preferred, but the City of Ottumwa will consider tax credit projects designed to minimize income-restricted units.

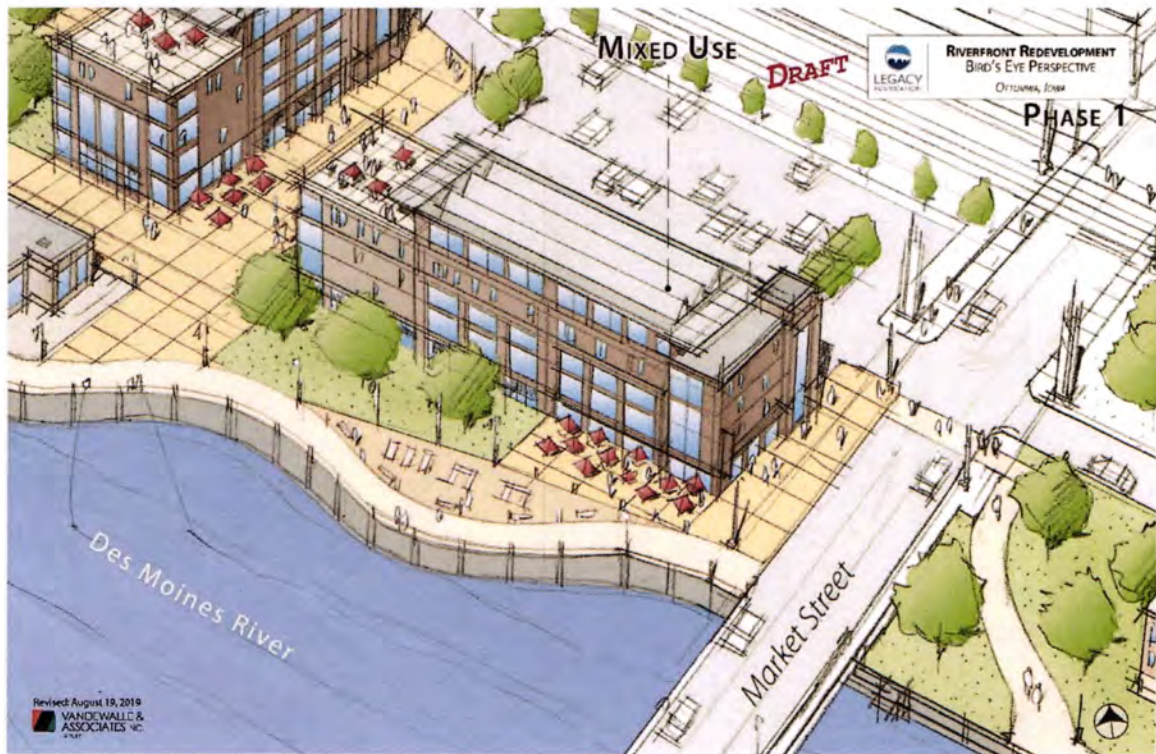


Figure 4: Des Moines River Mixed-Use Apartments with River's Edge Restaurant (Phase 1)

Phase 1 is envisioned as a mixed-use building with four stories and approximately 40-50 units with an approximately 4,000 sf restaurant on the first floor. The vision for the architecture for Phase 1 includes high-quality architecture with long-lasting materials, large windows, outdoor decks and patios, increased ceiling heights, and high-quality finishes in the units. Roof top tenant space and common amenities should be included in the building. First floor parking is anticipated, with some parking under the building and some surface parking to meet parking requirements. Green infrastructure, such as solar, solar hot water, and rainwater collection should be considered, as well as energy-efficient mechanicals.

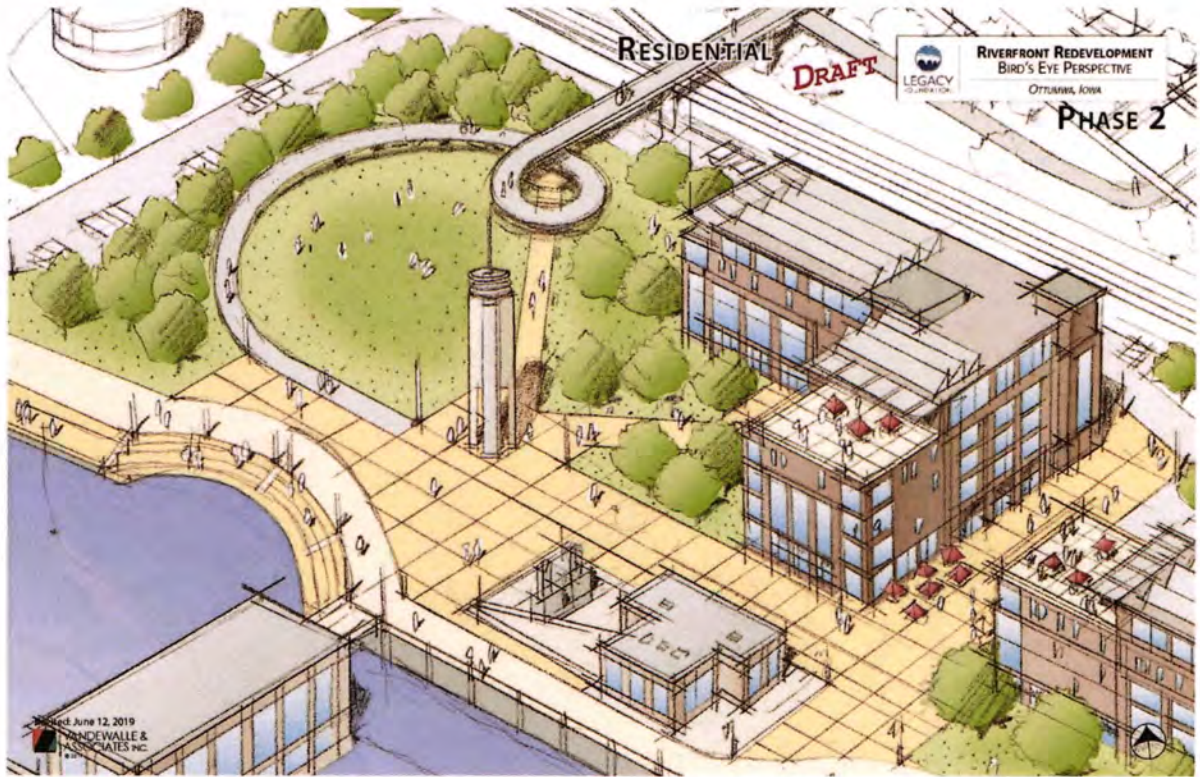


Figure 5: Des Moines River Apartments – 50-units with River Views (Phase 2)

Phase 2 is envisioned as a new building with four stories and approximately 50 units. The vision for the architecture for Phase 2 includes high-quality architecture with long-lasting materials, large windows, outdoor decks and patios, increased ceiling heights, and high-quality finishes in the units. Roof top tenant space and common amenities should be included in the building.

The building layout should maximize beautiful views of the river and the hydrodam, as well as a proposed “Electric Park” public space. Green infrastructure, such as solar, solar hot water, and rainwater collection should be considered, as well as energy-efficient mechanicals. First floor parking is anticipated, with some parking under the building and some surface parking.

Phase 2 also includes the optional renovation of a historic building on the site, envisioned as a potential restaurant space or riverfront commercial.

A third site, Phase 3, is planned for development of approximately 10 owner-occupied townhomes. This site will be described in a separate RFQ. Phase 3 is expected to start in 2020 and can be developed concurrently with Phase 1 and/or Phase 2, depending on developer capacity and timing.

IV. Site Characteristics

The site is owned by the City of Ottumwa and includes riverfront frontage on the Des Moines River. The main entry to the site is from Market Street. A secondary access is available to the

west of the site, along the river, which links up with Turner Drive. The site is bordered to the north by a railroad track.

An ALTA survey and plat of the site will be completed in 2019, which will identify all existing utilities on site. A portion of the TIF will be used to finance public improvements. A Phase I environmental will be completed in 2019. In addition, the site will be zoned as a Planned Unit Development.

V. Submission Requirements

All developers wishing to receive consideration must submit, in writing, the following information*:

1. A **detailed description of the development team**, which includes descriptions and resume/background information of all principals and their proposed level of involvement. Joint venture teams must submit the requested information for each firm involved.
 - a. Information regarding the key personnel that will be working on this project. For example, project manager, field engineers, inspectors, etc., including the entity's capability to replace key personnel over the life of the project.
 - b. Organizational chart for the comprehensive team.
2. **Demonstrated experience in delivering superior architectural design** in high-quality, urban housing targeting millennials, young professionals, and empty nesters.
 - a. Phase 1 includes a waterfront restaurant. Include your experience with this development type. Lack of experience is not a disqualifying factor.
 - b. Phase 2 includes the potential renovation of an historic building for use as a stand-alone restaurant. Include your experience with this development type. Lack of experience is not a disqualifying factor.
3. Specific and detailed **examples of similar projects** that have been developed, owned, and managed by the developer, with an emphasis on the following:
 - economic viability
 - quality urban architectural design
 - timeliness of performance
 - experience with TIF and other public financing mechanisms
4. Statement demonstrating the entity's general and specific knowledge of the City and regional market.
5. A statement regarding any special or unique resources available to you that would enhance your ability to successfully complete this project.
6. A description of all consultants to be employed in, at least, the initial stages of the project. This should include architectural and engineering consultants, marketing assessment professionals, financial consultants, and others.
7. The developer is expected to be an equity partner. There should therefore be a description

of the proposed ownership entity and property maintenance approach (i.e., do you intend to internally manage the property, etc.).

*Note: If selected, proof of financial capability will be requested.

VI. Selection Process

The responses to the Request for Qualifications will be reviewed by a small committee of individuals that represent the City of Ottumwa and the private sector. Two to three finalists will be selected for an interview with the committee and further discussion of the project opportunity.

If selected, the redevelopment project will be reviewed through the development agreement stage and start of a construction by a public-private partnership team that includes staff from the City of Ottumwa and representatives of the private sector.

VII. Timetable

September 4, 2019: RFQ Released to Developers

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Kevin Flanagan, City Planning and Development Director

Phone: (641) 451-4990 (cell)

Email: flanagank@ci.ottumwa.ia.us

Vandewalle & Associates are planning consultants that contributed to the concept design of the site. Any additional questions about the concept design or the RFQ can be directed to Marta Purdy at mpurdy@vandewalle.com or (608) 255-3988.

IX. Attachments

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- b. Riverfront Redevelopment, Bird's Eye Perspective
- c. Riverfront Redevelopment, Phase 1 Zoom
- d. Riverfront Redevelopment, Phase 2 Zoom
- e. Ottumwa Implementation Focus, Catalytic Downtown Projects
- f. Opportunity Analysis – Downtown Ottumwa
- g. City of Ottumwa TIF District Map
- h. Drive Time Map – Ottumwa, IA
- i. Ottumwa Public-Private Partnership Team Description

City of Ottumwa, Iowa

Request for Qualifications: Riverfront Site Apartments, Phase 3

DRAFT Date: August 19, 2019

I. Project Introduction

The City of Ottumwa is seeking interested and qualified development firms to develop and own one or two mixed-use multi-family residential developments on prime riverfront property in downtown Ottumwa, IA. The site is owned by the City of Ottumwa and located within an existing TIF district. This site has the potential to redevelop into approximately 100 new residential units and up to \$20 million of new investment in downtown Ottumwa.

This prime site on the Des Moines River was identified in the *Riverfront Renaissance Master Plan* from 2015 and the *Ottumwa Opportunity Analysis and Implementation Strategy* from 2019 as a key catalytic site to add tax base and a new type of housing to downtown Ottumwa. The City is prepared to incentivize development, such as public improvements, through the use of Tax Increment Financing.

II. Project Location and Current Initiatives

Ottumwa, IA is a town of approximately 25,000 in southeast Iowa. John Deere Ottumwa Works, which designs and manufactures hay and forage equipment, is one of the largest regional employers. JBS, an international leader in pork processing, is also located downtown. John Deere Ottumwa Works and JBS are located less than a 5-minute drive from the site.



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The riverfront site is three blocks from Ottumwa's thriving Main Street restaurant and entertainment corridor and a 10-minute walk to an extensive park system and bicycle trails that is

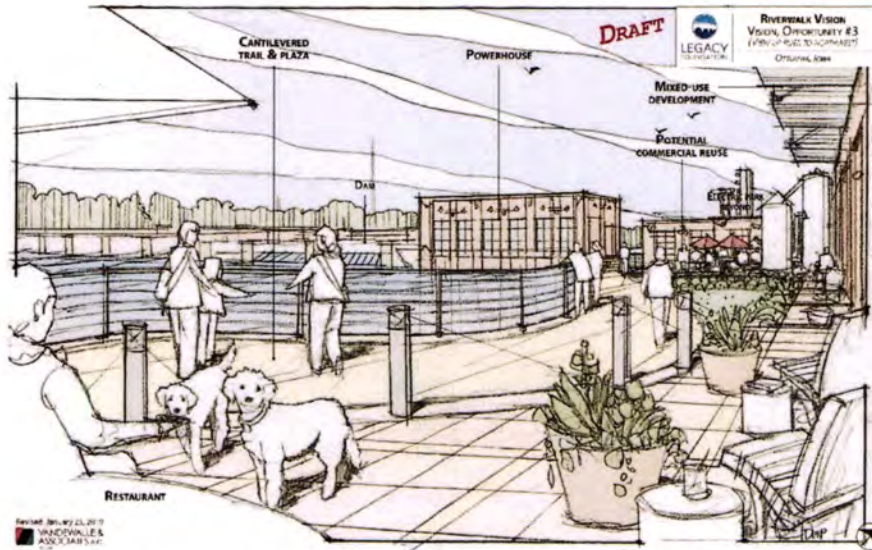


Figure 2: Riverwalk Vision from Ottumwa Opportunity Analysis and Implementation Strategy

easily accessible for downtown residents of the proposed development. While the site borders an active railroad track, it is important to note that the City of Ottumwa is in the final phase of Quiet Zone implementation which will be completed well before construction ends. The quiet zone encompasses seven

crossings in the downtown core and will allow for the silencing of

train horns except in situations of danger.

Adjacent to the riverfront development site is envisioned as “Electric Park,” a dynamic public space with the power to transform the river into a local and visitor destination in the downtown area. Replicating the kinetic energy of light and the motion of the river, Electric Park will incorporate interactive light and motion sculptures to create a unique experience that transcends public art, with the potential of using the locally owned hydroelectric dam to fuel these features. The concept includes connecting across the river to Bridge View Center, the region’s premier Convention Center on the Des Moines River.

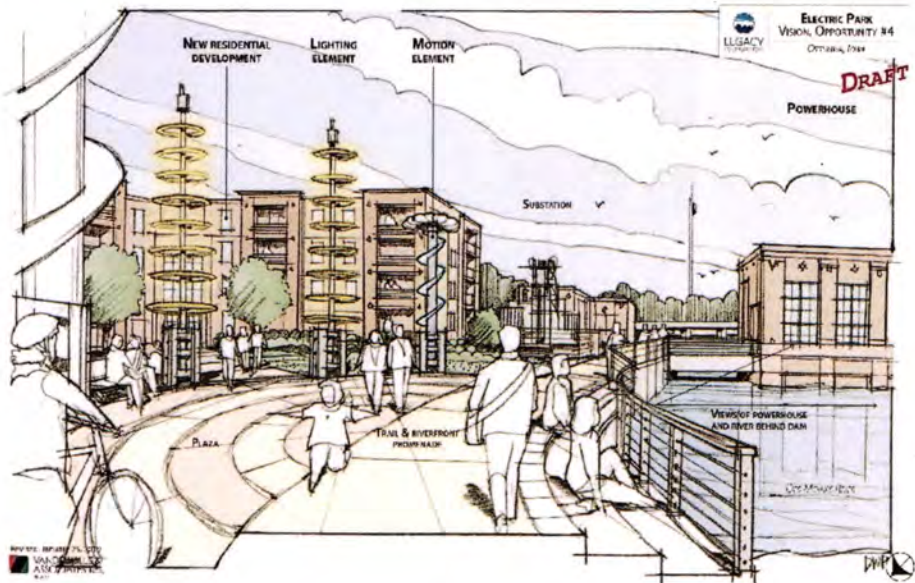


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III. Project Description

The redevelopment project is organized into three development opportunities on the site, which may be developed concurrently or phased over time, depending on developer capacity and performance. The City of Ottumwa is looking for a developer to commit to building Phase 3, construction of approximately 10 market-rate townhomes for sale as owner-occupied units.

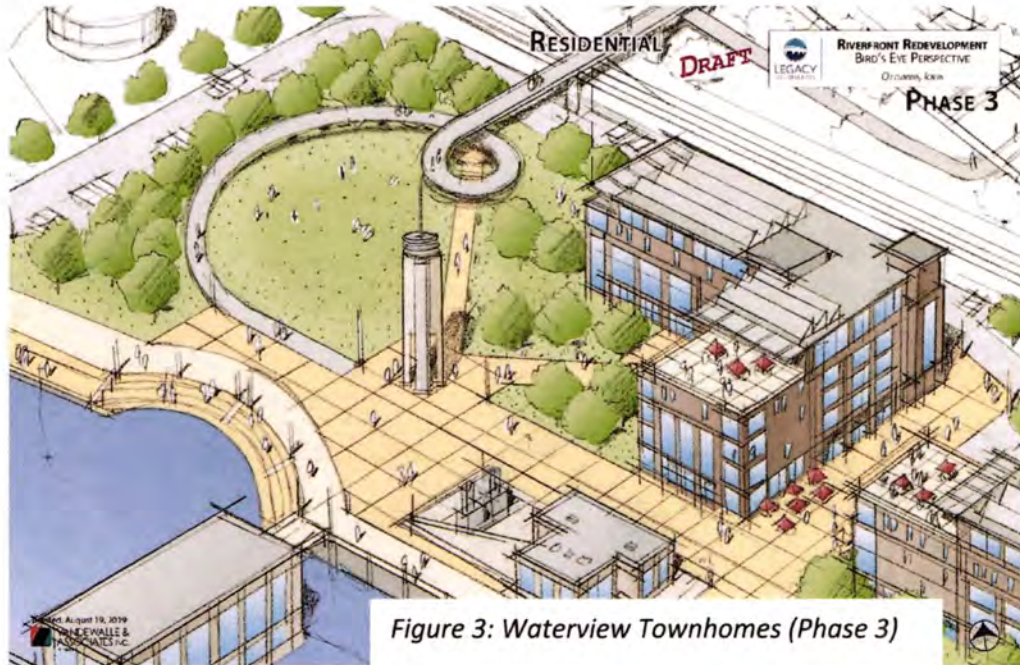


Figure 3: Waterview Townhomes (Phase 3)

Phase 3 is envisioned as two groups of five townhomes. The vision for the architecture for Phase 3 includes high-quality architecture with long-lasting materials, large windows, outdoor decks and patios, increased ceiling heights, and high-quality finishes in the units. First floor parking is anticipated, with each unit's parking under the building. Green infrastructure, such as solar, solar hot water, and rainwater collection should be considered, as well as energy-efficient mechanicals.

Phase 1 and Phase 2 of the riverfront redevelopment project are envisioned as market-rate mixed-use residential, with a total of approximately 100 units east of Market Street. These projects are described in a separate RFQ.

IV. Site Characteristics

The site is owned by the City of Ottumwa and includes riverfront frontage on the Des Moines River. The main entry to the site is from Market Street. A secondary access is available to the east of the site, connecting with the street grid at River Drive and S Green Street. The site is bordered to the north by a railroad track. While the site borders an active railroad track, it is important to note that the City of Ottumwa is in the final phase of Quiet Zone implementation which will be completed well before construction ends. The quiet zone encompasses seven

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- h. Ottumwa Public-Private Partnership Team Description

DRAFT

IMPLEMENTATION FOCUS:
 CATALYTIC DOWNTOWN PROJECTS
 OTTUMWA, IOWA



LEGACY FOUNDATION

COUNTY DISTRICT

3

**JUNCTION SQUARE
 TRANSIT ORIENTED
 DEVELOPMENT**

- ~ HISTORIC COAL PALACE BUILDING
- ~ BREW PUB
- ~ INFILL MIXED-USE, WASHINGTON STREET
- ~ CIGAR BUILDING

2

INTERMODAL STATION

- ~ HISTORIC OTTUMWA DEPOT
- ~ BALLINGALL PARK
- ~ MULTIMODAL IMPROVEMENTS
- ~ PLATFORM IMPROVEMENTS
- ~ VISITOR EXPERIENCE ENHANCEMENTS

4

**ELECTRIC PARK/
 HYDRO DAM**

- ~ PUBLIC RIVERFRONT ATTRACTION/
 GATHERING SPACE
- ~ ILLUMINATED RIVERWALK
- ~ MICRO-GRID SYSTEM, HYDROPOWER

1

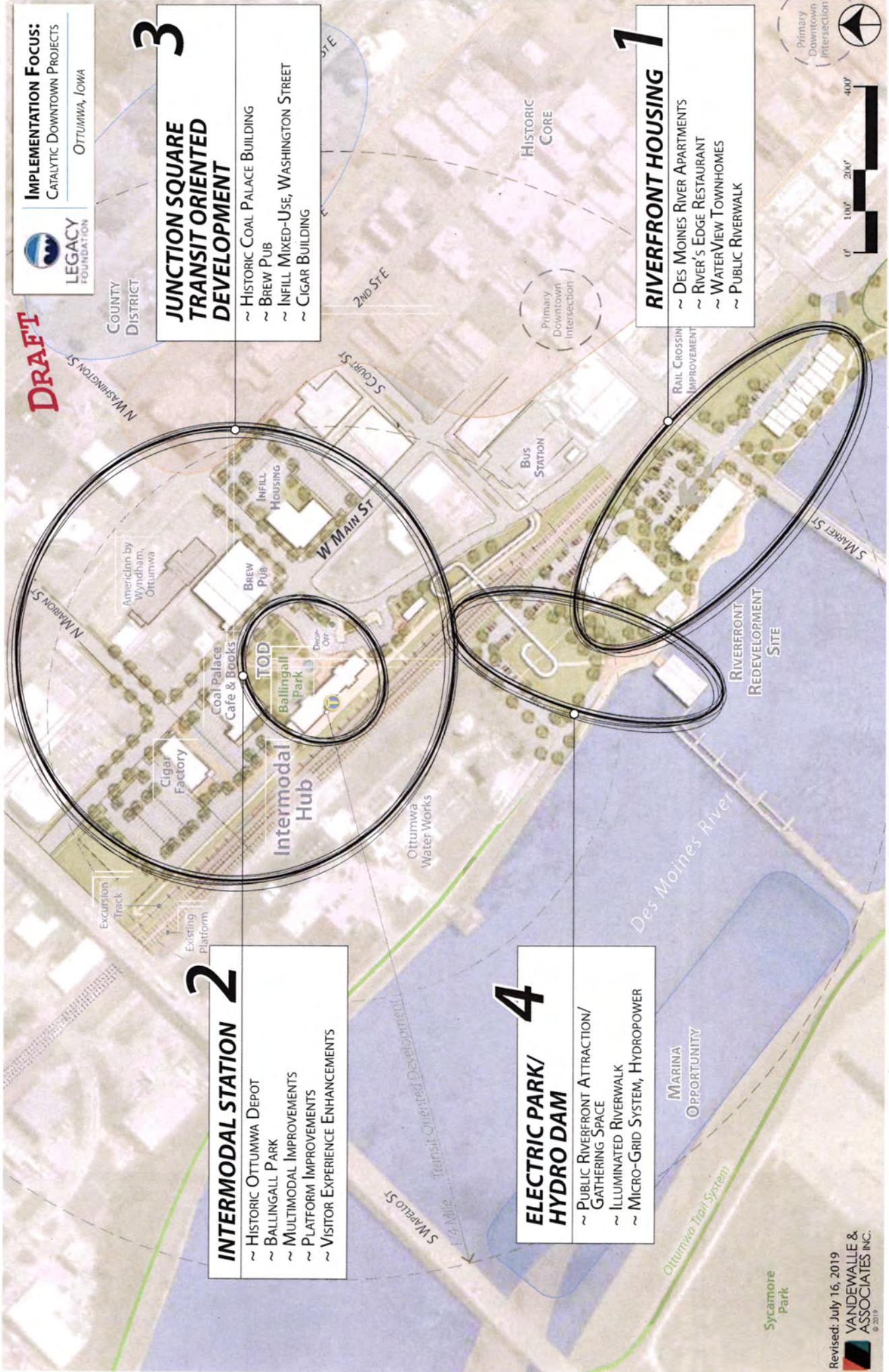
RIVERFRONT HOUSING

- ~ DES MOINES RIVER APARTMENTS
- ~ RIVER'S EDGE RESTAURANT
- ~ WATERVIEW TOWNHOMES
- ~ PUBLIC RIVERWALK



Primary Downtown Intersection

0' 100' 200' 400'





TRANSIT ORIENTED DEVELOPMENT
CONCEPT PLAN, OPPORTUNITY #2

OTTUMWA, IOWA

DRAFT

Train Station Access
Route From Hwy 63

2ND ST E

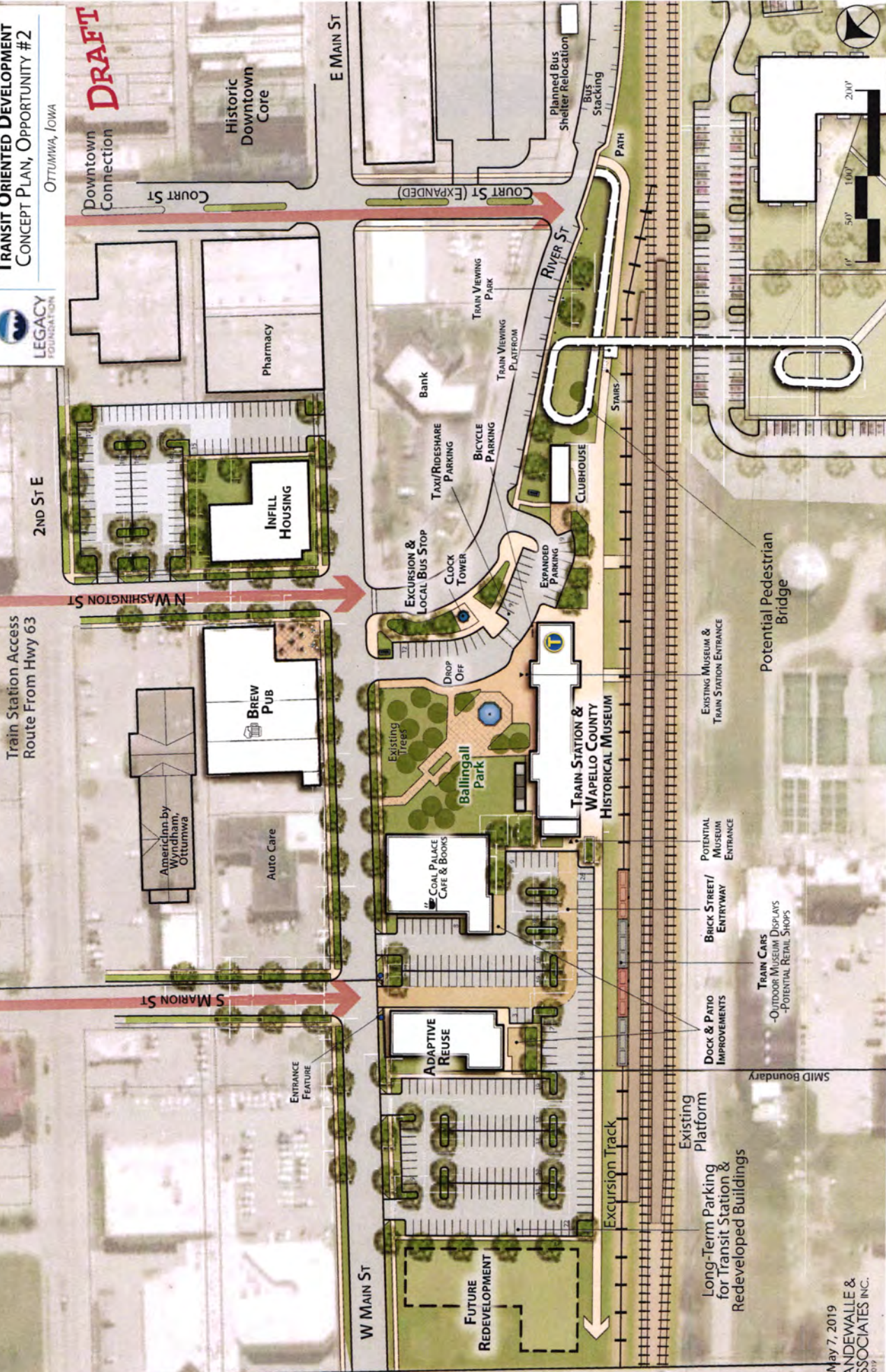
N WASHINGTON ST

S MARION ST

E MAIN ST

W MAIN ST

S WAPELLO ST



Long-Term Parking
for Transit Station &
Redeveloped Buildings

DRAFT

COUNTY DISTRICT

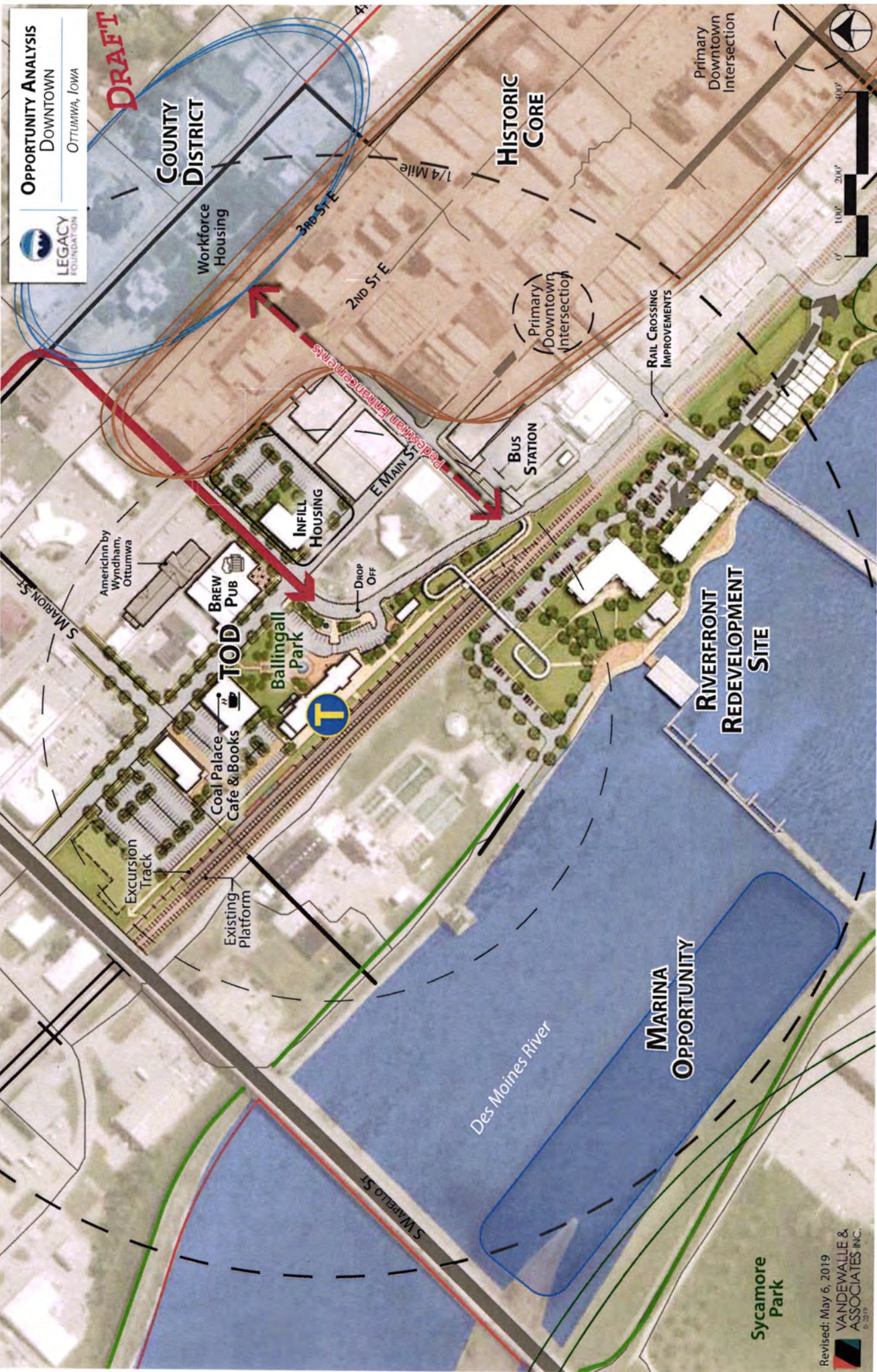
Workforce Housing

HISTORIC CORE

Primary Downtown Intersection



0' 100' 200' 400'



RIVERFRONT REDEVELOPMENT SITE

MARINA OPPORTUNITY

Des Moines River

Sycamore Park

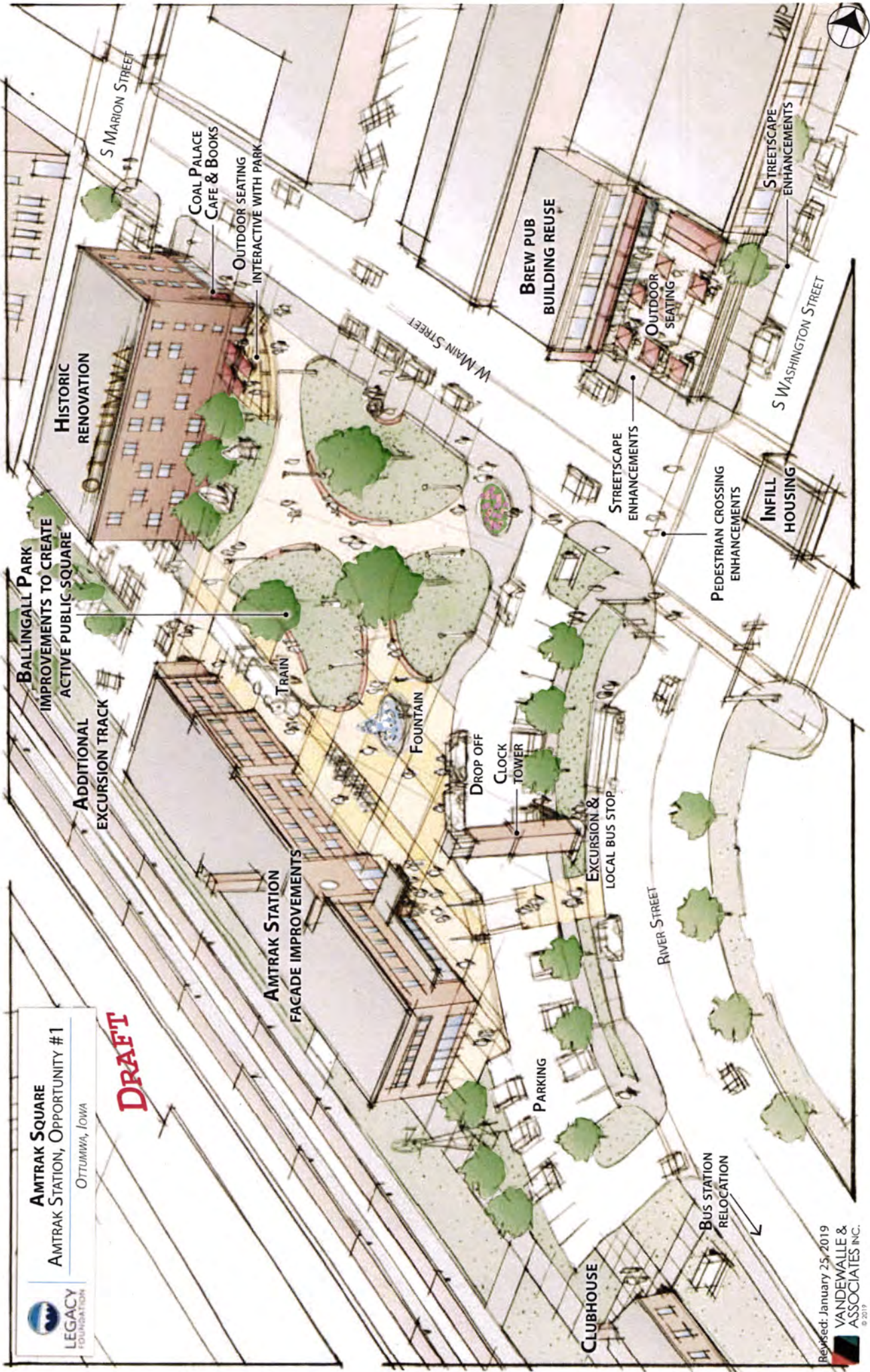
Revised: May 6, 2019

VANDEWALLE & ASSOCIATES INC.
 5.2019

AMTRAK SQUARE
AMTRAK STATION, OPPORTUNITY #1
OTTUMWA, IOWA



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Revised: January 25, 2019
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RIVERFRONT REDEVELOPMENT
Vision, Opportunity #2

OTTUMWA, IOWA



TOTAL UNITS:

APARTMENTS: 93 UNITS
 TOWNHOMES: 10 UNITS
 TOTAL: 103 UNITS

WORKING DRAFT



Downtown Connection

Potential Pedestrian Bridge

STORM SEWER (APPROXIMATE)

Planned Ottumwa Water & Hydro Improvements

ELECTRIC PARK

ELECTRIC PARK

EXISTING BUILDING

POTENTIAL BUILDING REUSE

SUBSTATION

CANTILEVERED TRAIL & PLAZA

RESTAURANT

DOG PARK

RESIDENTIAL 1

~16,600 SF FOOTPRINT
 ~4 STORIES
 ~52 UNITS
PARKING:
 ~39 UNDERGROUND STALLS
 ~53 SURFACE STALLS
 ~1.77 STALLS/UNIT

Improved Rail Crossing with Sidewalks

MIXED USE

~13,800 SF FOOTPRINT
 ~4,000 SF RESTAURANT (1ST FLOOR)
 ~4 STORIES
 ~41 UNITS

PARKING:

~32 UNDERGROUND STALLS
 ~60 SURFACE STALLS
 ~1.8 STALLS/UNIT
 ~4 STALLS/1000 SF COMMERCIAL

TOWNHOMES

~2,500 SF PER UNIT
 ~2 STORIES
 ~10 UNITS TOTAL
 ~TWO CAR GARAGE
 ~10 SURFACE STALLS

Des Moines River

Revised: May 6, 2019

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**RIVERFRONT REDEVELOPMENT
BIRD'S EYE PERSPECTIVE**

OTTUMWA, IOWA



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RIVERFRONT REDEVELOPMENT
BIRD'S EYE PERSPECTIVE

OTTUMWA, IOWA



MIXED USE

DRAFT

PHASE 1

Des Moines River

Market Street

Revised: August 19, 2019
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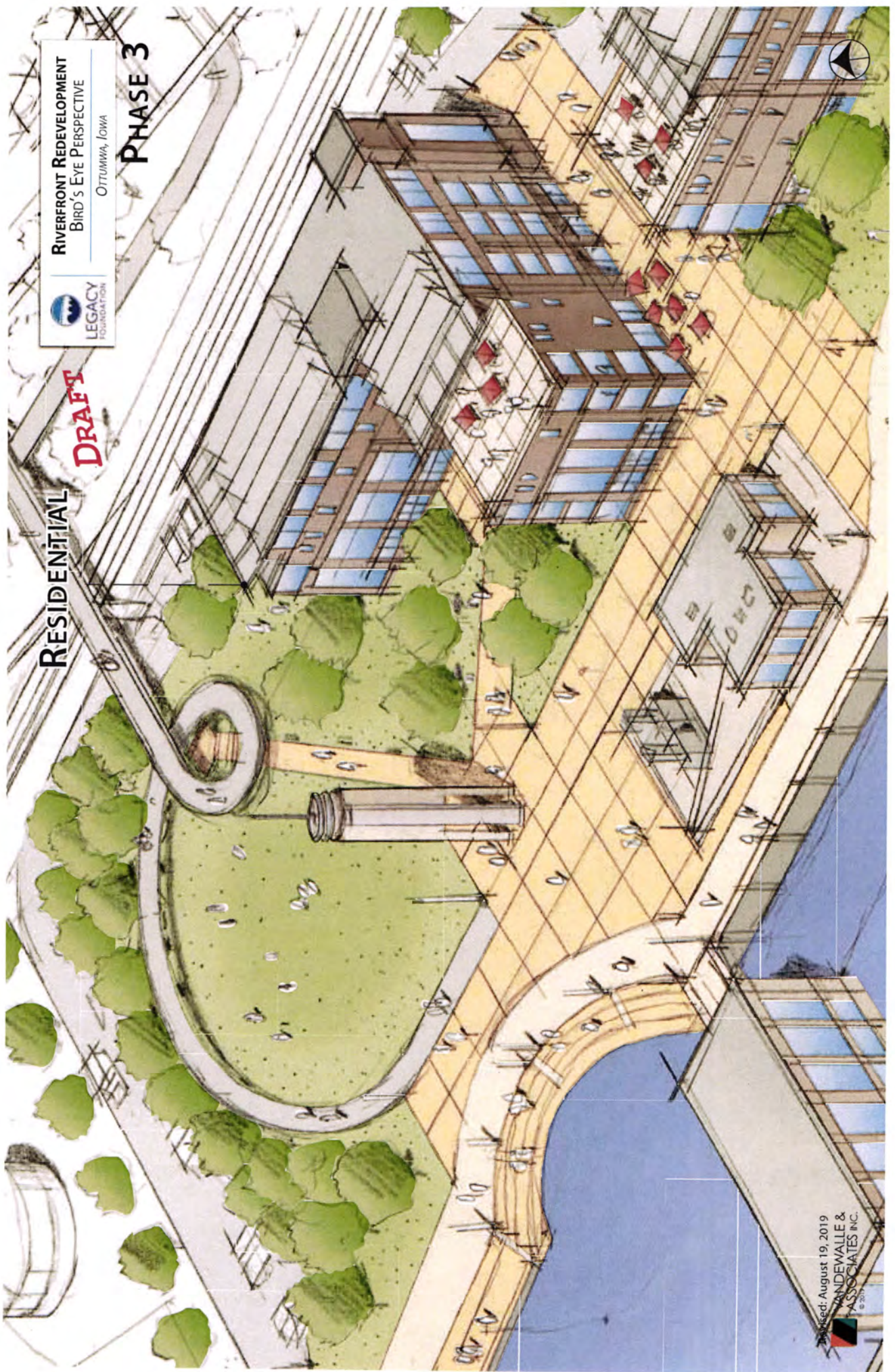
RESIDENTIAL
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RIVERFRONT REDEVELOPMENT
BIRD'S EYE PERSPECTIVE
OTTUMWA, IOWA



PHASE 3

Prepared: August 19, 2019
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RIVERFRONT REDEVELOPMENT
BIRD'S EYE PERSPECTIVE
OTTUMWA, IOWA



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TOWNHOMES

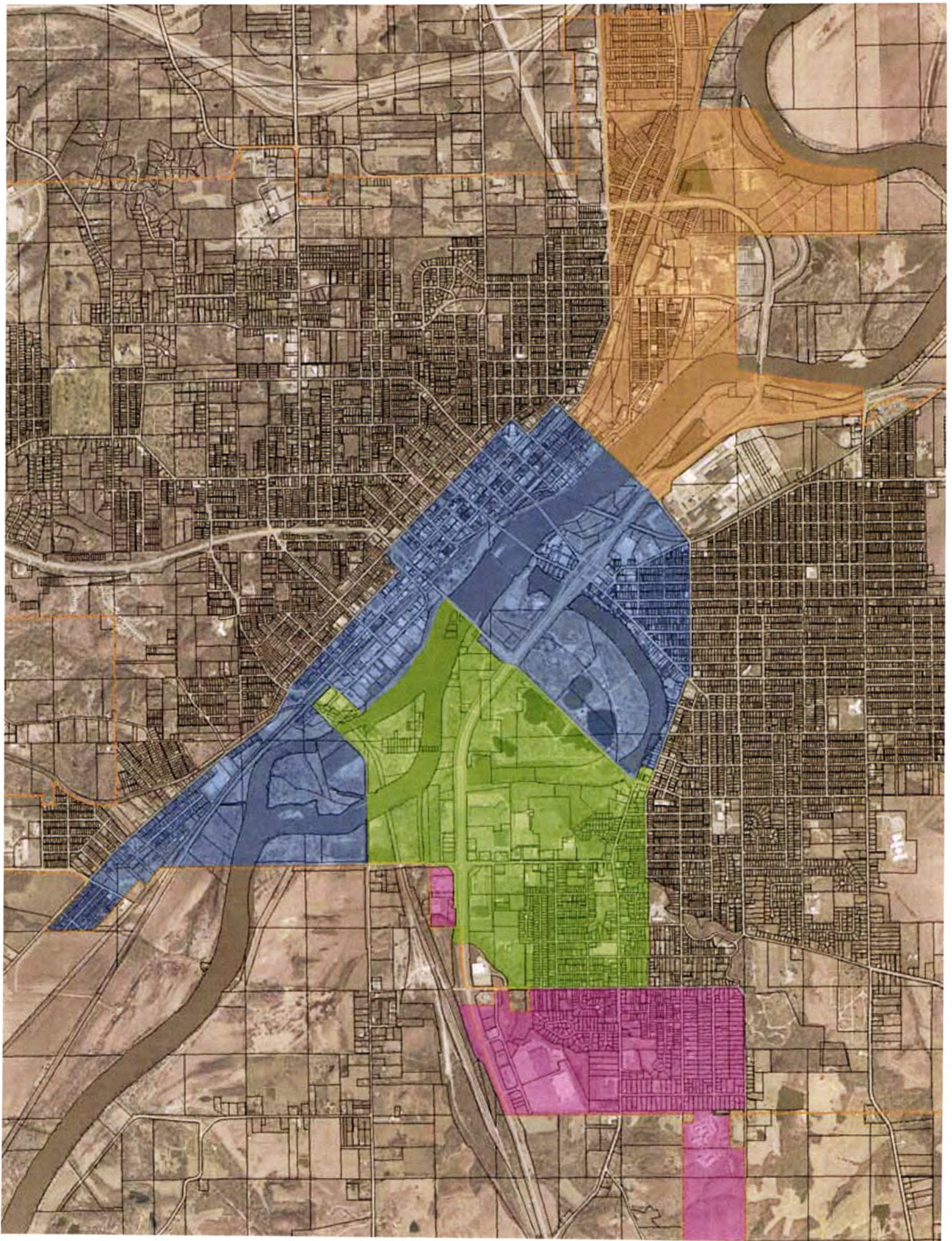
PHASE 2



Des Moines River

Market Street

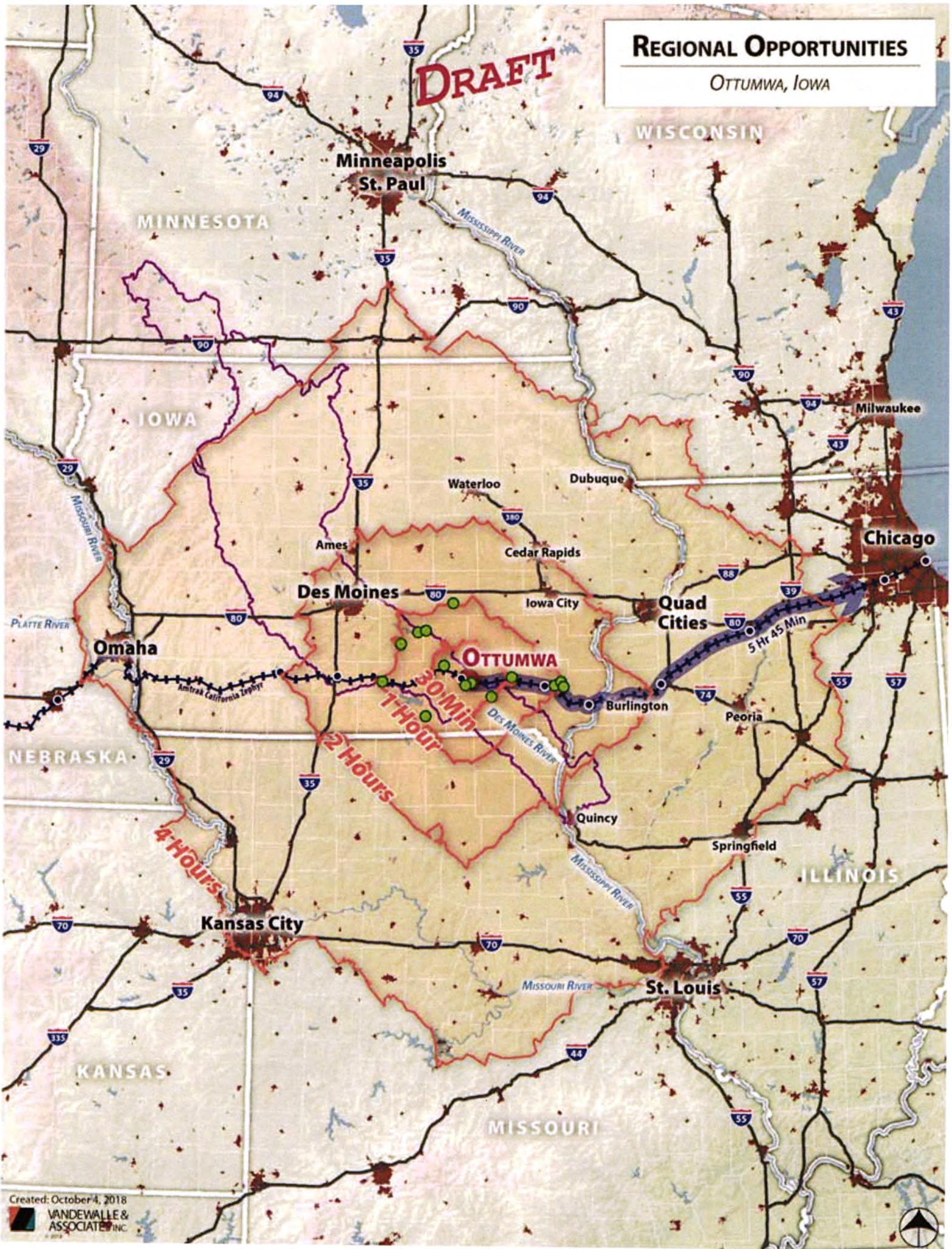
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REGIONAL OPPORTUNITIES

OTTUMWA, IOWA

DRAFT



Ottumwa RFQ Redevelopment Review Team

City of Ottumwa

- Mayor Tom Lazio
- Andrew Morris, City Administrator
- Kevin Flanagan, City Planning and Development Director

Private Sector Representatives

- Steve Dust, President/CEO of Legacy Foundation
- Kelly Genners, Vice President of Programs and Initiatives

Greater Ottumwa Partners in Progress

- TJ Heller, CEO of Greater Ottumwa Partners in Progress
- Sharon Stroh, Executive Director of Ottumwa Economic Development Corporation

Consultant Team

- Brian Vandewalle, Vandewalle & Associates
- Jeff Maloney, Vandewalle & Associates
- Marta Purdy, Vandewalle & Associates

FILED

CITY OF OTTUMWA

2019 AUG 29 AM 11:51 Staff Summary

CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: September 3, 2019

Engineering
Department

Alicia Bankson
Prepared By
Darry Seal
Department Head

Tom Lopez
City Administrator Approval

AGENDA TITLE: Approving multiple Agreements and Consent to Lien for Water Service Costs for the 300 block of East Main Street in connection with the Ottumwa Main Street Project (Downtown Streetscape).

**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: Authorize the Mayor to sign the attached Agreements and Consent to Lien for Water Service Costs for the 300 block of East Main Street

DISCUSSION: The Downtown Street Scape project included new water main and water services to the stop box which is located in the sidewalk. From the water stop box to the building's water meter is the responsibility of the property owner for new services added as needed.

City staff has worked with each property owner directly to determine if new service or increased volume is needed based on current and future development plans they have for their property. Properties that have already replaced water services or installed fire service will be reconnected at the stop box as part of the project.

We are using a forced account method which tracks time and material or actual cost. The attached agreements are a formal way for payment between the property owners and the City.

- 303 E. Main Street
- 305 E. Main Street
- 312 E. Main Street

Source of Funds: LOST

Budgeted Item:

Budget Amendment Needed:

313 E. Main Street
314 E. Main Street
315 E. Main Street
317 E. Main Street
319-321 E. Main Street
320 E. Main Street
322 E. Main Street
324 E. Main Street
327 E. Main Street
331 E. Main Street

Source of Funds: LOST

Budgeted Item:

Budget Amendment Needed:

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Rippling Waters Property Development LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 303 E. Main Street, ("the Property"); and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

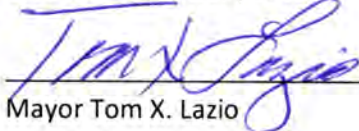
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Rippling Waters Property Development LLC

ATTEST:

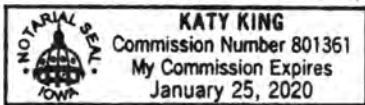


Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

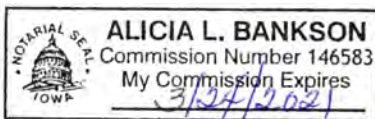


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Sean Flattery personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Rippling Waters Property Development LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 305 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

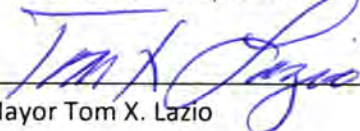
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.


IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Rippling Waters Property Development LLC

ATTEST:



Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

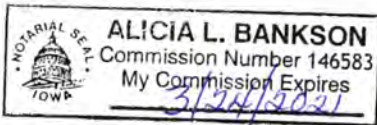


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Sean Flattery personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 21st day of August, 2019, by and between Leslie Beard and Marti Crumes-Morrow, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 312 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

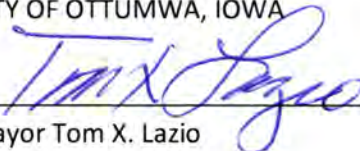
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.


IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



Mayor Tom X. Lazio

Property Owner



Leslie Beard



Marti Crumes-Morrow

ATTEST:



Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

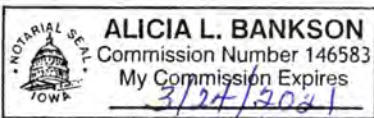
On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 21st day of August, 2019, before me, Leslie Beard & Marti Crumes-Morrow personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Alicia L. Bankson
Notary Public in and for said State

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Kelly Reed Real Estate LC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 313 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

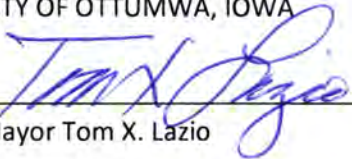
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.


IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Kelly Reed Real Estate LC

ATTEST:

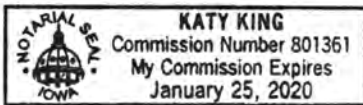


Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

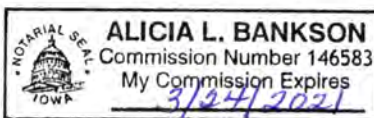
On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Kelly Reed personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Alicia L. Bankson
Notary Public in and for said State

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 30th day of August, 2019, by and between Jorge and Leticia L. De Villeda, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 314 E Main Street; ("the Property"); and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

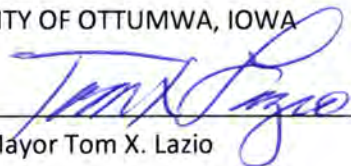
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.


IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Jorge Villeda

ATTEST:



Christina Reinhard, City Clerk



Leticia L De Villeda

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

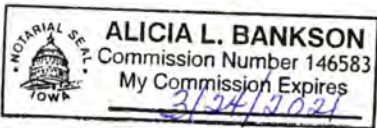


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 20th day of August, 2019, before me, Jorge Villeda & Leticia De Villeda personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Rippling Waters Property Development LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 315 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA

Mayor Tom X. Lazio

Property Owner

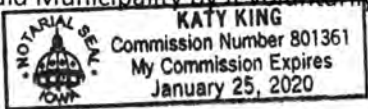
Rippling Waters Property Development LLC

ATTEST:

Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

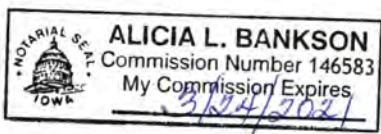


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Sean Flattery personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Rippling Waters Property Development LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 317 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

3. This Agreement shall be governed by the laws of the State of Iowa.

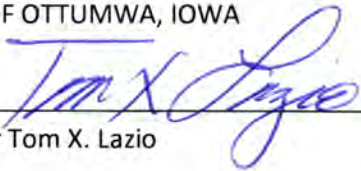
4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA

Mayor Tom X. Lazio



Property Owner

Rippling Waters Property Development LLC



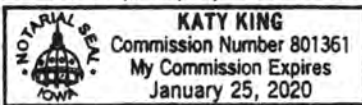
ATTEST:

Christina Reinhard, City Clerk



STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

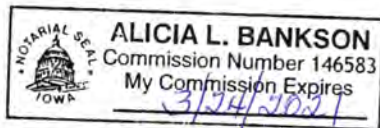


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Sean Flattery personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 21st day of August, 2019, by and between Golden Dragon of Ottumwa, Inc., (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 319-321 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

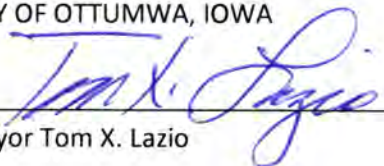
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

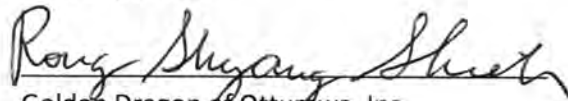
IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



Mayor Tom X. Lazio

Property Owner



Golden Dragon of Ottumwa, Inc.

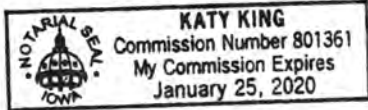
ATTEST:



Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

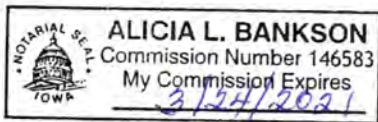
On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 21st day of August, 2019, before me, Rong-Shyang Shieh personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Alicia L. Bankson
Notary Public in and for said State

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 10th day of August, 2019, by and between Rippling Waters Property Development LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 320 E Main Street; ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA

Mayor Tom X. Lazio

Property Owner

Rippling Waters Property Development LLC

ATTEST:

Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

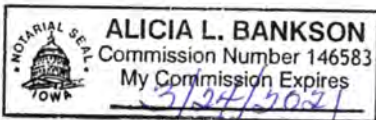
On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Sean Flattery personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Alicia L. Bankson
Notary Public in and for said State

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Kelly Reed Real Estate LC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 322 E. Main Street; ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

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2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

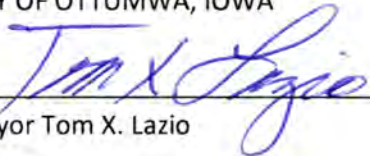
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Kelly Reed Real Estate LC

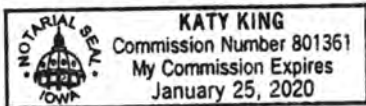
ATTEST:



Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

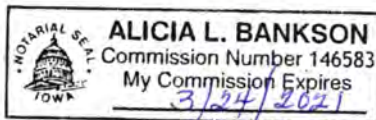


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Kelly Beed personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19th day of August, 2019, by and between Kelly Reed Real Estate, LC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 324 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

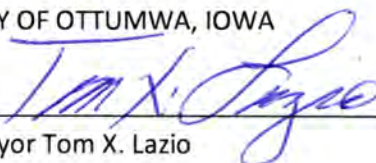
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



Mayor Tom X. Lazio

Property Owner



Kelly Reed Real Estate LC

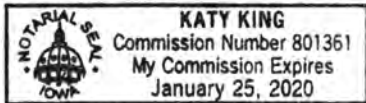
ATTEST:



Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

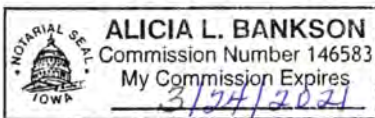
On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Kelly Reed personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Alicia L. Bankson
Notary Public in and for said State

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 3 day of September, 2019, by and between Ottumwa Market on Main, LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 327 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

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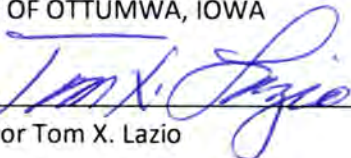
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA




Mayor Tom X. Lazio

Property Owner



Ottumwa Market on Main, LLC

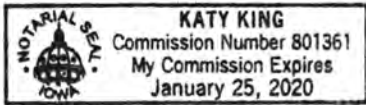
ATTEST:



Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

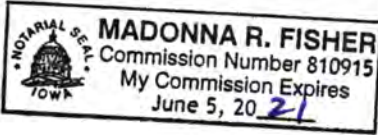


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Steven J. Dust personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Madonna R. Fisher
Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 3 day of September, 2019, by and between Ottumwa Market on Main, LLC, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 331 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

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1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

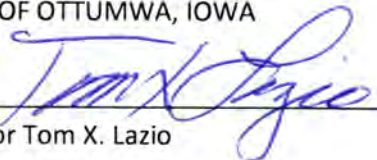
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



Mayor Tom X. Lazio

Property Owner



Ottumwa Market on Main, LLC

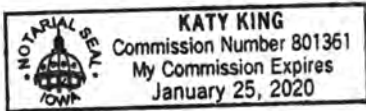
ATTEST:



Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 3rd day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

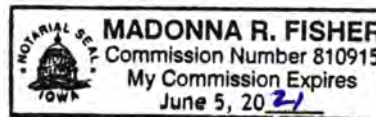


Katy King
Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 19th day of August, 2019, before me, Steven J. Dust personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Madonna R. Fisher
Notary Public in and for said State



FILED

CITY OF OTTUMWA

2019 AUG 29 AM 11:51 Staff Summary

CITY OF OTTUMWA ** ACTION ITEM **

Council Meeting of: September 3, 2019

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

Tom L. Lewis
City Administrator Approval

AGENDA TITLE: Resolution #192-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for 2020 Roofing Improvements Rebid 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 #192-2019.

DISCUSSION: This project will entail furnishing all labor, materials and equipment to remove existing and install new roofing systems on the Water Pollution Control Maintenance Roof, Water Pollution Control Airport Pump Station Roof, and Fire Station No. 1 Dormitory Roof. New system to be installed includes rigid tapered insulation and single ply membrane qualifying for a 20-year no dollar limit material and labor water tightness system warranty.

Bids will be received and opened by the City of Ottumwa on September 25, 2019 at 2:00 pm. The bid report and bid award recommendation will be presented at the City Council meeting on October 1, 2019 or at a later date as determined by staff. Actual work on this project could begin on or about November 4, 2019 with the installation complete by May 15, 2020.

Engineer's Opinion of Cost: \$107,000.00.

WPCF Maintenance Roof	\$45,000.00
WPCF Airport Pump Station	\$17,000.00
Fire Station No. 1 Dormitory	\$45,000.00

Source of Funds: Fire: \$99,000 CIP Funds Budgeted Item: Yes Budget Amendment Needed: No
WPCF: \$70,000

RESOLUTION #192-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2020 ROOFING IMPROVEMENTS RE-BID PROJECT

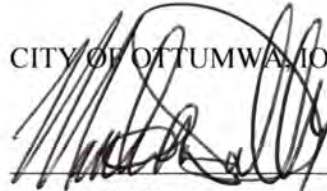
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 3rd day of September 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

2020 Roofing Improvement

City of Ottumwa

_____ hereto attached was published in said newspaper for 1 consecutive weeks to-wit: 8/23/19 Subscribed and sworn to before me, and in my presence, by the said 23rd day of August, 2019



Notary Public

In and for Wapello County

Printer's fee \$22.57

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as 2020 Roofing Improvement Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 3rd of September, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections there-to or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to remove existing roofing systems on the Water Pollution Control Maintenance Roof, Water Pollution Control Airport Pump Station Roof, and Fire Station No. 1 Dormitory Roof. New roofing systems to be installed shall include tapered insulation and single ply membrane qualifying for a 20-year no dollar limit labor and material water tightness system warranty. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part here-of as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

DH-Approve P/S
2020 Roofing Improv.
Rebid

8/23/19

The Ottumwa Courier / Fr

Legal Notices

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 2020 Roofing Improvement Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 3rd of September, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to remove existing roofing systems on the Water Pollution Control Maintenance Roof, Water Pollution Control Airport Pump Station Roof, and Fire Station No. 1 Dormitory Roof. New roofing systems to be installed shall include tapered insulation and single ply membrane qualifying for a 20-year no dollar limit labor and material water tightness system warranty. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

FILED
CITY OF OTTUMWA

2019 AUG 29 AM 11:55 Staff Summary

CITY OF OTTUMWA
OTTUMWA, IA
** ACTION ITEM **

Council Meeting of: September 3, 2019

Parks Department
Department

Alicia Bankson
Prepared By
Gene Rathje
Department Head

Tom Pappas
City Administrator Approval

AGENDA TITLE: Resolution #193-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for Beach Renovations Phase 4 Shade Structures Installation

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

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

RECOMMENDATION: Pass and adopt Resolution #193-2019.

DISCUSSION: This project will install new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric.

Bids will be received and opened by the City of Ottumwa on September 25, 2019 at 2:00 pm. The bid report and bid award recommendation will be presented at the City Council meeting on October 1, 2019 or at a later date as determined by staff. Actual work on this project will begin on or about October 21, 2019 with the installation complete by May 15, 2020.

Engineer's Opinion of Cost: \$100,000.00

RESOLUTION #193-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE BEACH RENOVATIONS PHASE 4 SHADE STRUCTURES INSTALLATION

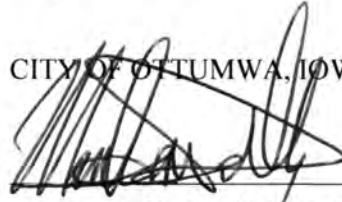
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 3rd day of September, 2019

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing 00010

City of Ottumwa

hereto attached was

published in said newspaper for 1 consecutive weeks to-wit: 8/22/19 Subscribed and sworn to before me, and in my presence, by the said 22nd day of August, 2019



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 20.69

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Beach Renovations - Phase 4, Shade Structure Installations, Ottumwa, Iowa" at 5:30 o'clock p.m. on September 3, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to install new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: By: Christina Reinhard, City Clerk

PH-Approve P/S
Beach Reno PH 4
Shade Structure

8/22/19

Legal Notices

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 "Beach Renovations - Phase 4, Shade Structure Installations, Ottumwa, Iowa" at 5:30 o'clock p.m. on September 3, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to install new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: By: Christina Reinhard, City Clerk

FILED

CITY OF OTTUMWA

2019 AUG 29 AM 11:51

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 3, 2019

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Deas

Department Head

Tom Rogie

City Administrator Approval

AGENDA TITLE: Resolution #183-2019. Awarding the contract for the Bridge View Center PCC Precast Panel Repair.

**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 #183-2019.

DISCUSSION: The project will consist of routing all cracks in the PCC Precast Panels and fill with epoxy; remove rust spots; clean and apply clear water repellent to all panels; all comprise the project base bid. Install new fabricated steel ladders at designated locations comprise add alternate bids #1 and #2. Clean and apply waterproof coating to designated parapet walls and recaulk designated coping stones comprises add alternate #3.

Bids were received and opened by the City of Ottumwa on August 14, 2019 at 2:00 p.m. The project was advertised on the City's and Master Builder's of Iowa website. Eight (8) sets of plans were either sent out or downloaded from the City website, and three (3) bids were received. The low bidder is Merit Construction Services of Farmington, Minnesota, Iowa. Staff recommends awarding the contract to Merit for the base bid only in the amount of \$153,450.00.

Upon Council approval of the contract, bonds and insurance, staff will work and discuss value engineering ideas with Merit.

Engineer's Opinion of Cost: \$130,000.00

Plan holders' list and bid tab are attached.

Source of Funds: CIP Bond: \$130,000

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #183-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE
BRIDGE VIEW CENTER PCC PRECAST PANEL REPAIR

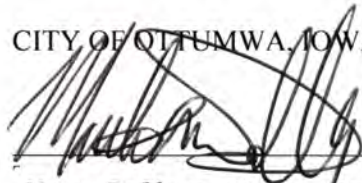
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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, Merit Construction Services of Farmington, Minnesota in the amount of \$153,450.00.

APPROVED, PASSED, AND ADOPTED, this 3rd day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



Bridge View Center PCC Precast Panel Repair Project
Bid Tabulation
August 14, 2019 2:00 PM

Company Name	10% Bid Bond	Add. #1	Lump Sum Base Bid Amt	Add Alt. #1	Add Alt. #2	Add Alt. #3
Merit Construction Services	X	X	\$153,450.00	\$12,560.00	\$11,190.00	\$8,542.50
R. G. Construction	X	X	\$161,980.00	\$6,500.00	\$6,500.00	\$8,930.00
Christner Contracting	X	X	\$208,950.00	\$8,678.00	\$8,678.00	\$11,040.00
Engineer's Opinion of Cost			\$130,000 incl. alternates			

<p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED AUGUST 14, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.</p>
--

FILED

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 3, 2019

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 187 - 2019, a resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 187 - 2019

DISCUSSION:

The City abated nuisances on the properties on this resolution. Abatement costs were subsequently billed to the properties and the amounts on this resolution remain unpaid and will be assessed to the real estate taxes. There are 5 nuisance clean ups on the resolution totaling \$3,425.13

RESOLUTION NO. 187 – 2019

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 718 N. Ash, 133 S. Elm, 114 S. Market, 133 Minnesota and 422 S. Ward were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

1. 718 N. Ash – legal description – Lot 14 in Cooper Addition in the City of Ottumwa, Wapello County, Iowa, owners Jack and Barbara Freed and the nuisance abatement costs are \$1,500.00 – Parcel No. 007410330023000
2. 133 S. Elm – legal description – Lot 11 Block 2 in Janney Addition in the City of Ottumwa Wapello County, Iowa, owner Harold Kempf LE and Jeannie Dye and the nuisance abatement costs are \$347.50 – Parcel # 007410830032000
3. 114 S. Market – legal description – the Northeast 25 feet of the Northwest 64 feet of Lot 292 in block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, owner Bret Geiger and the nuisance abatement costs are \$390.25 – Parcel #007411240263000
4. 133 Minnesota – legal description – Lot 36 in Coupland's Addition in the City of Ottumwa, Wapello County, Iowa, owners Christopher and Amanda Valent and the nuisance abatement costs are \$591.25 – Parcel #007416300036000
5. 422 S. Ward – legal description – Lot 57 in Leighton & Bannister's Second Addition in the City of Ottumwa, Wapello County, owner Rita McNeal and the nuisance abatement costs are \$596.13 – Parcel #007416650028000


NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.

Passed and adopted this 3rd day of September 2019

ATTEST:


Christina Reinhard, City Clerk

City of Ottumwa, Iowa


Matt Dalbey, Mayor Pro Tem

FILED

2019 AUG 29 AM 7:48

CITY OF OTTUMWA

CITY CLERK
OTTUMWA, IA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 3, 2019

Kevin C. Flanagan

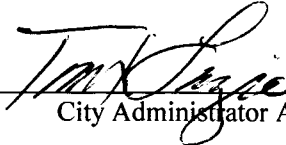
Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 189-2019 a resolution approving and authorizing execution of a First Amendment to the agreement for private development by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 189-2019

DISCUSSION: This resolution will cure our developer's default in our Development Agreement (DA) with Blackbird, regarding our mixed-density development on the site of our former hospital. The former date for completion of demolition was Sept. 1, 2018 and it is now December 15, 2019. The former date for project completion was December 31, 2023 and it is now December 31, 2024. These are the only changes to our previous DA, with our rebate schedule remaining

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

unchanged. This will likely mean that the initial 2 years of the schedule will have partial assessment results rather than just the first year and will bring an overall savings to the City on the rebate total at DA maturation.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

September 3, 2019

5:30 P.M.

312 East Alta Vista Partnership, LLLP

- Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP

IMPORTANT INFORMATION

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

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

September 3, 2019

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

Roe, Stevens, Streeby, Berg, Dalbey

Absent: None

Whereupon, Council Member Roe introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF OTTUMWA AND 312 EAST ALTA VISTA PARTNERSHIP, LLLP", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2019, at this place.

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

AYES: Roe, Stevens, Streeby, Berg, Dalbey

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 189-2019

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE
DEVELOPMENT BY AND BETWEEN THE CITY OF OTTUMWA
AND 312 EAST ALTA VISTA PARTNERSHIP, LLLP

WHEREAS, the City of Ottumwa (“City”) and 312 East Alta Vista Partnership, LLLP (“Developer”) previously executed an Agreement for Private Development (“Agreement”) and recorded a Memorandum of the Agreement in Book 2018 at Page 2610 in the records of the Wapello County Recorder; and

WHEREAS, pursuant to the terms of the Original Agreement, the Developer agreed to complete demolition on certain property within the Vogel Urban Renewal Area (the “Development Property”) and construct certain Minimum Improvements and Public Improvements thereon; and

WHEREAS, under the terms of the Original Agreement, demolition on the Development Property was to be completed by September 1, 2018, with the Minimum Improvements and Public Improvements constructed and completed by December 31, 2023; and

WHEREAS, various occurrences outside the control of the Developer and the City have delayed completion of the demolition on the Development Property and commencement of construction of the Minimum Improvements and Public Improvements, such that they will not be completed by the deadlines set forth in the Original Agreement; and

WHEREAS, the City and Developer have caused a First Amendment to the Agreement to be drafted to extend the deadlines for completion of the demolition on the Development Property and construction of the Minimum Improvements and Public Improvements; and

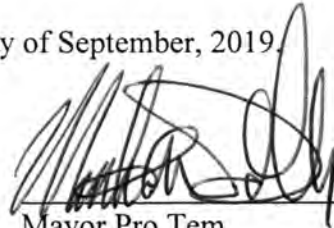
WHEREAS, the Council has determined that the First Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Vogel Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement as amended by the First Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth therein.

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

Section 1. That the performance by the City of its obligations under the Agreement as amended by the First Amendment be and is hereby declared to be a public undertaking and purpose and in furtherance of the Vogel Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement as so amended and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the First Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the First Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the First Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

PASSED AND APPROVED this 3rd day of September, 2019.



Mayor Pro Tem

ATTEST:




City Clerk

**FIRST AMENDMENT
TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
312 EAST ALTA VISTA PARTNERSHIP, LLLP**

THIS FIRST AMENDMENT ("Amendment") to that certain Agreement for Private Development ("Original Agreement") by and between the City of Ottumwa, Iowa ("City"), and 312 East Alta Vista Partnership, LLLP ("Developer"), dated March 20, 2018, for which a Memorandum of Agreement also dated March 20, 2018, was recorded in the records of the Wapello County Recorder at Book 2018, Page 2610, is made as of the 3rd day of September, 2019, between the City and the Developer.

WHEREAS, pursuant to the terms of the Original Agreement, the Developer agreed to complete demolition on the Development Property and construct certain Minimum Improvements and Public Improvements thereon; and

WHEREAS, under the terms of the Original Agreement, demolition on the Development Property was to be completed by September 1, 2018, with the Minimum Improvements and Public Improvements constructed and completed by December 31, 2023; and

WHEREAS, various occurrences outside the control of the Developer and the City have delayed completion of the demolition on the Development Property and commencement of construction of the Minimum Improvements and Public Improvements, such that they will not be completed by the deadlines set forth in the Original Agreement; and

WHEREAS, the City and the Developer are willing to amend the terms of the Original Agreement to extend the deadline for completion of the demolition on the Development Property and construction of the Minimum Improvements and Public Improvements.

NOW THEREFORE, it is agreed by the parties:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Original Agreement.
2. Public Improvements Completion Deadline. The City and the Developer hereby agree to extend the deadline for completion of the Minimum Improvements and Public

Improvements, and accordingly, Section 2.2(k) of the Original Agreement is hereby replaced in its entirety with the following:

k. The Developer expects that, barring Unavoidable Delays, construction of the Public Improvements and Minimum Improvements shall be complete on or before December 31, 2024.

3. Demolition Completion Deadline. The City and the Developer hereby agree to extend the deadline for completion of the demolition on the Development Property, and accordingly, Section 4.3 of the Original Agreement is hereby replaced in its entirety with the following:

Section 4.3. Repayment of Demolition Grant. If the Developer should fail to complete demolition on the Development Property to the extent necessary to construct the Public Improvements and Minimum Improvements, and properly remove the debris, to the City's satisfaction, by December 15, 2019, such failure shall constitute an Event of Default, for which the City shall have the following available remedy, in addition to those remedies in Section 11.2.

a. If the Event of Default described in this Section 4.3 occurs, the City shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Demolition Grant previously made to Developer under this Article IV, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

4. Exhibit B. In order to reflect the extended timeline for construction of the Minimum Improvements and Public Improvements, the completion date of December 31, 2023 for the Minimum Improvements and Public Improvements stated in Exhibit B of the Original Agreement is hereby replaced with December 31, 2024.

5. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Original Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

6. Agreement to Pay Attorneys' Fees and Expenses. An amount equal to the actual costs incurred by the City in connection with the drafting and execution of this Amendment, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, associated with the negotiation, drafting, and authorization of this Amendment, shall be paid by the Developer to the City within thirty (30) days of the City sending an invoice to the Developer for such costs.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding

obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]



CITY OF OTTUMWA, IOWA

By: [Signature]
Matt Dalbey, Mayor Pro Tem

ATTEST:

By: [Signature]
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

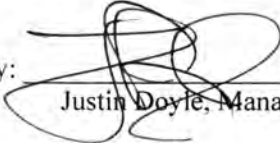
On this 3rd day of September, 2019, before me a Notary Public in and for said State, personally appeared Matt Dalbey and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




[Signature]
Notary Public in and for the State of Iowa

[Signature page to First Amendment to the Agreement for Private Development – City of Ottumwa]

312 EAST ALTA VISTA PARTNERSHIP, LLLP
By 312 East Alta Vista, LLC, its General Partner:

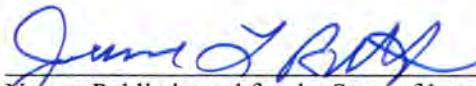
By: 
Justin Doyle, Manager

ATTEST:

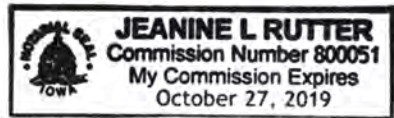
By: 
John Freund, Legal Counsel

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 21st day of August, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Justin Doyle o me personally known, who, being by me duly sworn, did say that he is a Manager of 312 East Alta Vista, LLC, the general partner of 312 East Alta Vista Partnership, LLLP, and that said instrument was signed on behalf of said limited liability company and said limited liability limited partnership; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and said limited liability limited partnership, by him voluntarily executed.

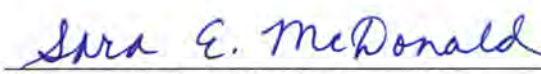

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)



On this 27th day of AUGUST, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared John Freund to me personally known, who, being by me duly sworn, did say that he is the Legal Counsel of 312 East Alta Vista, LLC, the general partner of 312 East Alta Vista Partnership, LLLP, and that said instrument was signed on behalf of said limited liability company and said limited liability limited partnership; and that the said Legal Counsel acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and said limited liability limited partnership, by him voluntarily executed.




Notary Public in and for the State of Iowa

*[Signature page to First Amendment to the Agreement for Private Development – 312 East Alta
Vista Partnership, LLLP]*

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FILED

2019 AUG 29 AM 7:47

CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of : Sep 3, 2019

Planning & Development

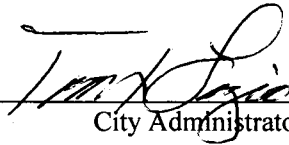
Department

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 190-2019 a resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Agassiz Urban Renewal Plan for a proposed Urban Renewal Area in the City of Ottumwa, state of Iowa

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 190-2019

DISCUSSION: This resolution will begin our process of establishing an Urban Renewal Area for the site of the former Agassiz School. The Agassiz URA is being established to empower the City to provide rebate incentives in conjunction with tax credits applications for the development of approximately 36 units of multi-family housing within the old school.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Developer Jim Danaher will be applying this December for the next round of tax credits from IFA and IEDA. This project and our rebate incentives will be similar to those we engaged in recently in our partnership with TWG for Washington Apartments. The process of establishing this URA will take place over the next month and a half, with our public hearing having to be 30 days from our initial setting of date and time. Our consultation meeting with other public entities (school and county) will be on Sept. 11, 2019 at 2:00PM in Council Chambers. Mr. Danaher will be requesting a 15 year TIF rebatement as an incentive for redevelopment.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

September 3, 2019

5:30 P.M.

Agassiz Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Agassiz Urban Renewal Plan for a proposed Urban Renewal Area in Ottumwa, State of Iowa.

IMPORTANT INFORMATION

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

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

September 3, 2019

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501, at 5:30 P.M., on the above date. There were present Mayor Pro Tem Dalbey, in the chair, and the following named Council Members:

Roe, Stevens, Streeby, Berg, Dalbey

Absent: None

Vacant: None

* * * * *

Council Member Streeby then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AGASSIZ URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA", and moved that the same be adopted. Council Member Stevens seconded the motion to adopt. The roll was called, and the vote was:

AYES: Roe, Stevens, Streeby, Berg, Dalbey

NAYS: None

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

RESOLUTION NO. 190-2019

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AGASSIZ URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Agassiz Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Agassiz Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

Lot Three (3) in J.J. McCoy Baker's Third Addition to the City of Ottumwa, Wapello County, Iowa

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and

shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on the September 11, 2019, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501, at 2:00 P.M., and the Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
OTTUMWA, STATE OF IOWA AND ALL AFFECTED TAXING
ENTITIES CONCERNING THE PROPOSED AGASSIZ URBAN
RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF
IOWA

The City of Ottumwa, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on September 11, 2019, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501 concerning a proposed Agassiz Urban Renewal Plan for a proposed Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, as the designated representative of the City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Agassiz Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 4th day of September, 2019.



City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 5:30 P.M. on October 1, 2019, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Ottumwa Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AGASSIZ URBAN RENEWAL PLAN FOR A PROPOSED
URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF
IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 1, 2019 in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501, to consider adoption of a proposed Agassiz Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Ottumwa, State of Iowa, which is proposed to contain the land legally described as follows:

Lot Three (3) in J.J. McCoy Baker's Third Addition to the City of Ottumwa, Wapello County, Iowa

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, Ottumwa, Iowa.

The City of Ottumwa, Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 4th day of September, 2019.



City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.



Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 3rd day of September, 2019.



Mayor Pro Tem

ATTEST:



City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

**AGASSIZ
URBAN RENEWAL PLAN**

for the

**AGASSIZ
URBAN RENEWAL AREA**

CITY OF OTTUMWA, IOWA

October 2019

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- C. AREA DESIGNATION
- D. BASE VALUE
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- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. URBAN RENEWAL FINANCING
- L. PROPERTY ACQUISITION/DISPOSITION
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- N. STATE AND LOCAL REQUIREMENTS
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- P. PROPERTY WITHIN AN URBAN REVITALIZATION AREA
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- R. URBAN RENEWAL PLAN AMENDMENTS
- S. EFFECTIVE PERIOD

EXHIBITS

- A. LEGAL DESCRIPTION OF AGASSIZ URBAN RENEWAL AREA
- B. AGASSIZ URBAN RENEWAL AREA MAP

**Agassiz Urban Renewal Plan
for the
Agassiz Urban Renewal Area
City of Ottumwa, Iowa**

A. INTRODUCTION

The Agassiz Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Agassiz Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Ottumwa, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new low and moderate income (LMI) housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Ottumwa designates this Urban Renewal Area as an economic development area that is appropriate for the development of LMI residential housing units.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2019, the taxable valuation as of January 1, 2018, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2019, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Ottumwa has a general plan for the physical development of the City as a whole outlined in the Ottumwa Comprehensive Plan 2001, updated in 2013. The goals and objectives identified in this

Plan, and the urban renewal projects described herein, are in conformity with the goals and actions identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area contains land that is zoned R-5. The City doesn't anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective in this Urban Renewal Area is to promote new LMI housing and residential development. The City realizes that the availability of affordable housing is an important component of attracting new business and industry and retaining existing businesses. In order to help stimulate the development of new affordable housing opportunities, one of the City's overall priorities is to investigate and pursue funding options to provide financial support for new residential development.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Ottumwa.
2. To stimulate, through public action and commitment, private investment in new LMI housing and residential development. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for LMI residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To improve housing conditions and increase housing opportunities, particularly for LMI seniors and/or individuals.
5. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new LMI housing development.

6. To provide a more marketable and attractive investment climate.
7. To preserve the health, safety, living environment, general character, and general welfare of Ottumwa, Iowa.
8. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To acquire property and to hold, clear, or prepare the property for development.
3. To dispose of property so acquired.
4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
5. To arrange for, or cause to be provided, the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses to promote housing projects on such terms as may be determined by the City Council.
7. To use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
8. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
9. To use tax increment for LMI housing assistance.
10. To borrow money and to provide security therefor.

11. To finance programs that will directly benefit housing conditions and promote the availability of housing affordable to LMI persons in the community.
12. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Ottumwa and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Development Agreements.

a. CBC Financial Corporation (or a related entity):

This proposed urban renewal project involves providing incentives to assist with the cost of constructing a new LMI residential facility to be developed by CBC Financial Corporation (or a related entity). The project will involve the adaptive reuse and rehabilitation of the Agassiz school building to result in approximately 40 housing units. The project will prevent the former school site from falling into blighted condition as the site is currently under-utilized by the community. The project will include some measure of historic renovation. Construction is anticipated to take place in 2019-2022.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that may result from development of the residential facility. Under the proposal, up to 100% of the incremental property tax generated by LMI units within the project (from incremental taxes from the rehabilitated building on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer for up to a 15-year period. No rebates will be given for units leased at market rates. The potential incentive to the developer for the new development is expected to be approximately \$500,000, and will be subject to the terms and conditions of a detailed development agreement. These rebates will not be general obligations of the City, but will be subject to annual appropriation and payable solely from incremental property taxes under *Code of Iowa* Section 403.19 and generated by the LMI units within the project.

b. Other Development Agreements.

The City expects to consider requests for development agreements for projects that are consistent with this Plan, as amended, in the County’s sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the County expects to consider a broad range of incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax increment rebates, public infrastructure assistance, and other incentives. The costs of such development agreements will not exceed \$1,000,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	July 1, 2019, Constitutional Debt Limit	\$49,915,087
2.	Current Outstanding General Obligation Debt	\$22,165,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$1,550,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Ottumwa. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and the disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. AGRICULTURAL LAND

Because this Area does not contain land defined as “agricultural land” pursuant to *Code of Iowa* Section 403.17(3), no agricultural landowner consents are required.

P. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area is located within an established Urban Revitalization Area. No tax abatement incentives under the Urban Revitalization Plan or any other plan, policy, or ordinance will be allowed for development that occurs in this Urban Renewal Area absent express written permission of the City Council.

Q. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

R. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Plan Area, which is also included in an ordinance providing for the division of revenue as set forth in Section 403.19 of the *Code of Iowa* (TIF ordinance), the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years, beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property identified in the TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

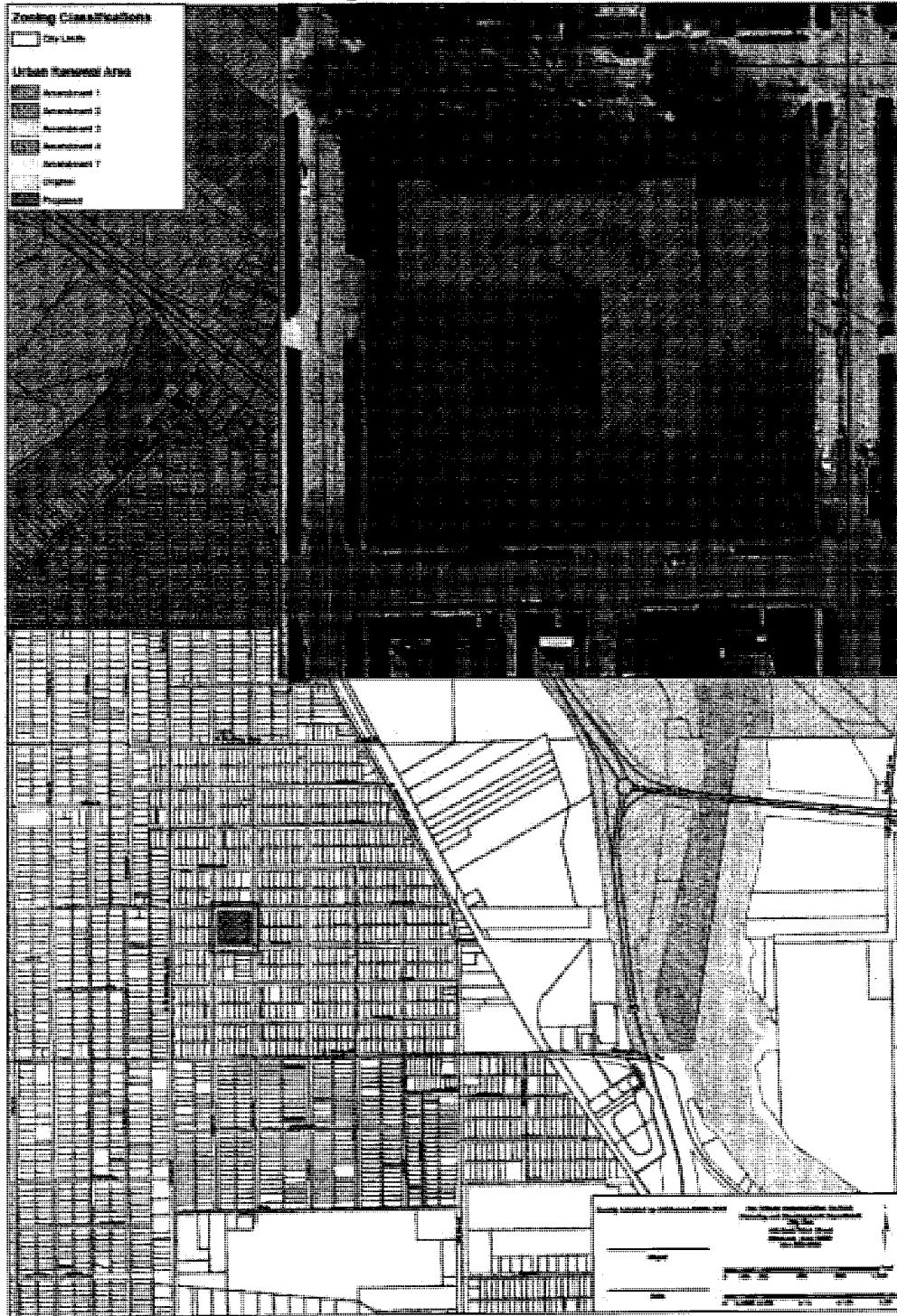
LEGAL DESCRIPTION OF AGASSIZ URBAN RENEWAL AREA

LEGAL DESCRIPTION: Lot Three (3) in J.J. McCoy Baker's Third Addition to the City of Ottumwa, Wapello County, Iowa

EXHIBIT B

MAP OF AGASSIZ URBAN RENEWAL AREA

City of Ottumwa, Iowa
Agassiz Urban Renewal Area



NOTICE OF A CONSULTATION TO BE HELD BETWEEN
OTTUMWA, STATE OF IOWA AND ALL AFFECTED TAXING
ENTITIES CONCERNING THE PROPOSED AGASSIZ URBAN
RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF
IOWA


The City of Ottumwa, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on September 11, 2019, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501 concerning a proposed Agassiz Urban Renewal Plan for a proposed Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, as the designated representative of the City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Agassiz Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 4th day of September, 2019.



City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AGASSIZ URBAN RENEWAL PLAN FOR A PROPOSED
URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF
IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 1, 2019 in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa 52501, to consider adoption of a proposed Agassiz Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Ottumwa, State of Iowa, which is proposed to contain the land legally described as follows:

Lot Three (3) in J.J. McCoy Baker's Third Addition to the City of Ottumwa, Wapello
County, Iowa

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, Ottumwa,
Iowa.

The City of Ottumwa, Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 4th day of September, 2019.



City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

FILED CITY OF OTTUMWA

2019 AUG 29 11:51
CITY OF OTTUMWA
Staff Summary
**** ACTION ITEM ****

Council Meeting of: September 3, 2019

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Deas
Department Head

Tom Sego
City Administrator Approval

AGENDA TITLE: Resolution #191-2019. Approving Change Order #3 and accepting the work as final and complete and approving the Final Pay Request for the Albia Road-Wapello Street Modern Roundabout 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 #191-2019.

DISCUSSION: This was the second phase of the roundabout projects. The City was awarded a \$500,000 TSIP (Traffic Safety Improvement Program) grant which was approved at the July 18, 2017 council meeting.

This project constructed a modern roundabout consisting of approximately 3,000 square yards (SY) of 8" PCC, 560 SY of stamped colored PCC, approach lanes, associated raised medians, and storm sewer improvements at the intersection of North Ferry Street, Albia Road and Wapello Street.

Change Order #1 increased the contract sum by \$4,064.41 for change orders done prior to winter shutdown. Change Order #2 increased the contract sum by \$5,694.15 for all change orders done to open Phase II during winter shutdown. Change Order #3 decreases the contract sum by \$15,671.52 for quantity adjustments and a few small items of extra work.

Original Contract Amount	\$	765,858.93
Change Order #1	\$	4,067.41
Change Order #2	\$	5,694.15
Change Order #3	\$	<u>(15,671.52)</u>
New Contract Amount	\$	759,620.49
Less Previous Payments	\$	<u>720,921.57</u>
Final Payment	\$	39,027.40

Source of Funds: Road Use

Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #191-2019

A RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE ALBIA ROAD/WAPELLO STREET MODERN ROUNDABOUT PROJECT

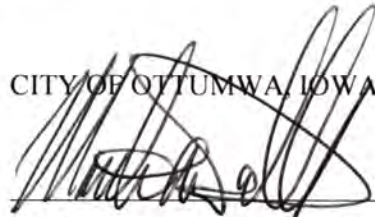
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on April 17, 2018 with Drish Construction of Fairfield, Iowa for the above referenced project; and

WHEREAS, Change Order #3 decreases the contract amount by \$15,671.52. The total new contract sum is \$759,620.49. 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 Albia Road-Wapello Street Modern Roundabout is hereby accepted as complete and authorization to make final payment to Drish Construction of Fairfield, Iowa in the amount of \$39,027.40 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



**Section 640
CHANGE ORDER**

Project: North Ferry at Albia Rd. Roundabout To Contractor: Drish Construction

Change Order Number: 3

The Contract is changed as follows:

Qty Adjustments: See Tab Sheet

Parking Block Reinstallation (Tuscany)

Curb Repair (Busted by snow plow)

Rock for driveway at 719 Richmond (17.78 tn @ \$13.50/tn)

Excavate unsuitable material (9.63 cy @ \$26.00 /cy)

Purchase of one concrete blanket

DATE

-\$16,755.68

\$350.00

\$143.75

\$240.03

\$250.38

\$100.00

\$0.00

Total: (\$15,671.52)

Base bid amount \$765,858.93

NEW PROJECT TOTAL \$759,948.97

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$765,858.93

Net change by previously authorized Change Orders \$9,761.56

The Contract Sum prior to this change order \$775,620.49

The Contract Sum will be decreased by this change order in the amount of (\$15,671.52)

The new Contract Sum including this change order \$759,948.97

The Contract Time will be unchanged by 0 days

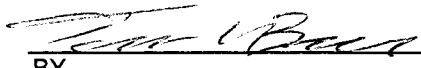
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER
DIRECTOR OF PUBLIC WORKS

08-29-2019
DATE

Drish Construction
CONTRACTOR

8-29-19
DATE


BY

Project Manager
TITLE

North Ferry at Albia Rd. Roundabout									
10									
8/28/2019									
ITEM	DESCRIPTION	Drish Construction			AS BUILT			QUANTITY OVER/UNDER	% OF CONTRACT
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION		
1	CLEARING AND GRUBBING	LS	1	\$12,000.00	\$12,000.00	1	\$12,000.00	\$0.00	100.00%
2	TOP-SOIL, OFF-SITE	CY	634.2	\$27.00	\$17,123.40	634.2	\$17,123.40	\$0.00	100.00%
3	EXCAVATION, CLASS 10	CY	3327.1	\$12.55	\$41,755.11	3327.1	\$41,755.11	\$0.00	100.00%
4	SUBGRADE PREPARATION	SY	4620	\$1.95	\$9,009.00	4896.37	\$9,547.92	\$538.92	105.98%
5	SUBBASE, 6", MODIFIED	SY	4620	\$7.00	\$32,340.00	4896.37	\$34,274.59	\$1,934.59	105.98%
6	REMOVAL OF KNOWN PIPE CULVERT	LF	26.6	\$18.50	\$492.10	48	\$888.00	\$395.90	67/2019
7	COMPACTION TESTING	LS	1	\$4,200.00	\$4,200.00	0.20143	\$846.00	(\$3,354.00)	20.14%
8	TRENCH COMPACTION TESTING	LS	1	\$4,200.00	\$4,200.00	1	\$4,200.00	\$0.00	100.00%
9	STORM SEWER, TRENCHED, RCP, 18"	LF	384.8	\$47.00	\$18,085.60	322.74	\$15,168.78	(\$2,916.82)	83.87%
10	STORM SEWER, TRENCHED, RCP, 24"	LF	105.6	\$78.00	\$8,236.80	105.18	\$8,204.04	(\$32.76)	99.60%
11	STORM SEWER, TRENCHED, RCP, 30"	LF	102.9	\$92.20	\$9,487.38	102.28	\$9,430.22	(\$57.16)	99.40%
12	STORM SEWER, TRENCHED, RCP, 36"	LF	243.5	\$116.50	\$28,367.75	243.45	\$28,361.93	(\$5.82)	99.98%
13	REMOVAL OF STORM SEWER PIPE	LF	893	\$14.00	\$12,502.00	847.8	\$11,869.20	(\$632.80)	94.94%
14	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	55.8	\$70.00	\$3,906.00	55.8	\$3,906.00	\$0.00	100.00%
15	PIPE APRON, RCP, 18"	EA	1	\$1,075.00	\$1,075.00	1	\$1,075.00	\$0.00	100.00%
16	PIPE APRON, RCP, 36"	EA	1	\$1,700.00	\$1,700.00	1	\$1,700.00	\$0.00	100.00%
17	FOOTING FOR CONCRETE APRON, 18"	EA	1	\$805.00	\$805.00	1	\$805.00	\$0.00	100.00%
18	FOOTING FOR CONCRETE APRON, 36"	EA	1	\$1,160.00	\$1,160.00	1	\$1,160.00	\$0.00	100.00%
19	PIPE APRON GUARD	EA	2	\$1,115.00	\$2,230.00	2	\$2,230.00	\$0.00	100.00%
20	SUBDRAIN, PVC, 4"	LF	986.9	\$12.05	\$11,892.15	1064	\$12,821.20	\$929.05	107.81%
21	SUBDRAIN CLEANOUT, TYPE A-2	EA	2	\$315.00	\$630.00	4	\$1,260.00	\$630.00	200.00%
22	SUBDRAIN CLEANOUT, TYPE B	EA	1	\$1,350.00	\$1,350.00	1	\$1,350.00	\$0.00	100.00%
23	SUBDRAIN OUTLETS AND CONNECTIONS	EA	10	\$200.00	\$2,000.00	10	\$2,000.00	\$0.00	100.00%
24	MANHOLE, SW-401, 72"	EA	1	\$7,765.00	\$7,765.00	1	\$7,765.00	\$0.00	100.00%
25	INTAKE, SW-505	EA	2	\$5,000.00	\$10,000.00	2	\$10,000.00	\$0.00	100.00%
26	INTAKE, SW-506	EA	1	\$10,075.00	\$10,075.00	1	\$10,075.00	\$0.00	100.00%
27	INTAKE, SW-507	EA	1	\$4,755.00	\$4,755.00	1	\$4,755.00	\$0.00	100.00%
28	INTAKE, SW-510	EA	5	\$8,315.00	\$41,575.00	5	\$41,575.00	\$0.00	100.00%
29	CONNECTION TO EXISTING MANHOLE OR INTAKE	EA	2	\$1,265.00	\$2,530.00	2	\$2,530.00	\$0.00	100.00%
30	REMOVE MANHOLE OR INTAKE	EA	7	\$400.00	\$2,800.00	7	\$2,800.00	\$0.00	100.00%
31	PAVEMENT, PCC, 8"	SY	3007	\$65.48	\$196,898.36	3208.16	\$210,070.32	\$13,171.96	106.69%
32	PAVEMENT, COLORED AND STAMPED PCC, 8"	SY	567.4	\$95.55	\$54,215.07	555.24	\$53,053.18	(\$1,161.89)	97.86%
33	CURB AND GUTTER, 2 WIDTH, 6" THICKNESS	LF	471.1	\$31.50	\$14,839.65	343.2	\$10,810.80	(\$4,028.85)	72.85%
34	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$3,150.00	\$3,150.00	0	\$0.00	(\$3,150.00)	0.00%
35	REMOVAL OF SIDEWALK	SY	38.2	\$15.15	\$578.73	11.41	\$172.86	(\$405.87)	29.87%
36	REMOVAL OF DRIVEWAY	SY	47.7	\$9.10	\$4,319.77	578.71	\$5,266.26	\$946.49	121.91%
37	SIDEWALK, PCC, 4"	SY	377.1	\$46.20	\$17,422.02	14.05	\$649.11	(\$16,772.91)	3.73%
38	DRIVEWAY, PAVED, PCC, 6"	SY	57	\$48.30	\$2,753.10	269.95	\$13,038.59	\$10,285.49	473.60%
39	PAVEMENT REMOVAL	SY	4911.1	\$6.00	\$29,466.60	4911.1	\$29,466.60	\$0.00	100.00%
40	PAINTED PAVEMENT MARKINGS, DURABLE	STA	17.8	\$225.75	\$4,018.35	17.6	\$3,973.20	(\$45.15)	98.88%
41	PAINTED SYMBOLS AND LEGENDS	EA	7	\$341.25	\$2,388.75	7	\$2,388.75	\$0.00	100.00%
42	PAINTED PAVEMENT MARKINGS REMOVED	STA	2.6	\$157.50	\$409.50	2.6	\$409.50	\$0.00	100.00%
43	TEMPORARY TRAFFIC CONTROL	LS	1	\$9,450.00	\$9,450.00	1	\$9,450.00	\$0.00	100.00%
44	TYPE A SIGN, SHEET ALUMINUM	SF	111.1	\$17.33	\$1,925.36	151.35	\$2,622.90	\$697.54	136.23%
45	STEEL 2" X 2" PERFORATED 14-GUAGE SQUARE TUBING POST	LF	288	\$10.50	\$3,024.00	288	\$3,024.00	\$0.00	100.00%
46	REMOVAL OF TRAFFIC SIGN	EA	5	\$84.00	\$420.00	7	\$588.00	\$168.00	140.00%
47	HYDRALIC SEEDING, FERTILIZING AND MULCHING - RURAL MIX	AC	0.4	\$3,150.00	\$1,260.00	0	\$0.00	(\$1,260.00)	0.00%
48	HYDRALIC SEEDING, FERTILIZING AND MULCHING - URBAN MIX	SQ	0.8	\$3,150.00	\$2,520.00	1.36	\$4,284.00	\$1,764.00	170.00%
49	COMPOSITE FILTER SOCK, 12"	LF	2048.3	\$2.63	\$5,387.03	0	\$0.00	(\$5,387.03)	0.00%
50	COMPOSITE FILTER SOCK, REMOVAL	LF	2048.3	\$1.05	\$2,150.72	0	\$0.00	(\$2,150.72)	0.00%
51	TEMPORARY RECP	SY	902	\$2.77	\$2,498.54	0	\$0.00	(\$2,498.54)	0.00%
52	RIP RAP, CLASS D	TN	82.1	\$43.00	\$3,530.30	86.39	\$3,714.77	\$184.47	105.23%
53	SILT FENCE	LF	498.5	\$1.47	\$732.80	166	\$244.02	(\$488.78)	33.30%
54	SILT FENCE REMOVAL OF DEVICE	LF	498.5	\$0.84	\$418.74	0	\$0.00	(\$418.74)	0.00%
55	INLET PROTECTION DEVICE, COMPOSITE SOCK	EA	11	\$31.50	\$346.50	0	\$0.00	(\$346.50)	0.00%
56	INLET PROTECTION DEVICE, MAINTENANCE	EA	11	\$5.25	\$57.75	0	\$0.00	(\$57.75)	0.00%
57	REMOVAL OF TRAFFIC SIGNAL	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00	\$0.00	100.00%
58	CONSTRUCTION SURVEY	LS	1	\$29,400.00	\$29,400.00	1	\$29,400.00	\$0.00	100.00%
59	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00	1	\$45,000.00	\$0.00	100.00%
60	CONCRETE WASHOUT	LS	1	\$3,230.00	\$3,230.00	0	\$0.00	(\$3,230.00)	0.00%
	Change Order #1						\$4,067.41		
	Change Order #2						\$5,694.15		
	Change Order #3						\$1,084.16		
					TOTAL		\$765,858.93		
					ASBUILT TOTAL		\$759,948.97		
								(\$16,755.68)	

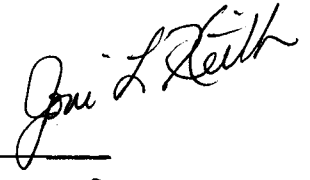
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STAFF SUMMARY

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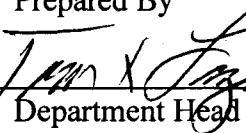
CITY CLERK
OTTUMWA, IA

Council Meeting of: 9/3/2019

ITEM NO.
Joni Keith



Prepared By


Department Head

Administration
Department

AGENDA TITLE: Pass and adopt Resolution #195-2019 which approves a severance agreement with former City Administrator Andy Morris.

PURPOSE: Approve a severance agreement with City Administrator Andy Morris.

RECOMMENDATION: Pass and adopt Resolution #195-2019.

DISCUSSION: As part of his employment with the City of Ottumwa, Andy Morris was given an employment contract which is attached hereto. The Agreement provides that either the City or Mr. Morris may sever employment without cause subject to a six month severance package. Mr. Morris resigned on August 23, 2019 subject to the negotiation of his final severance package from the City of Ottumwa. Gayla Harrison has negotiated a proposed package and that agreement is attached as well. Mr. Morris would receive six months of severance and his benefit package, excluding vacation and sick leave accrual, as set out in his employment contract. In addition, Mr. Morris would receive a 2 per cent wage increase on his anniversary date in November of 2019. This agreement is subject to council approval.

RESOLUTION #195-2019

**RESOLUTION APPROVING THE
CITY'S SEVERANCE AGREEMENT WITH
FORMER CITY ADMINISTRATOR ANDREW MORRIS**

WHEREAS, the City of Ottumwa, Iowa desires to approve a severance agreement with former City Administrator Andrew Morris; and

WHEREAS, said agreement is in line with the previously approved Employment Agreement with Andrew Morris.

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

That the proposed Agreement between the City of Ottumwa, Iowa and former City Administrator Andrew Morris is hereby approved.

That Mayor Pro Tem Matt Dalbey is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa, upon the approval and signature of former City Administrator Andrew Morris.

PASSED AND ADOPTED this 3rd day of September, 2019.

City of Ottumwa, Iowa

ITEM TABLED - NO LEGISLATIVE ACTION ON THIS ITEM

Matt Dalbey, Mayor Pro Tem

ATTEST:

Christina Reinhard, City Clerk

EMPLOYEE AGREEMENT

THIS EMPLOYEE AGREEMENT (this "Agreement") is made and entered into this 6th day of October, 2015 between the City of Ottumwa, Iowa, a Iowa municipal corporation (the "City"), and Andrew A. Morris (the "City Administrator").

BACKGROUND FACTS

- A. The City wishes to employ the services of Andrew A. Morris as City Administrator of the City of Ottumwa, Iowa.
- B. The City and Mr. Morris desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Morris by the City.
- C. Mr. Morris wishes to accept employment as City Administrator of Ottumwa, under the terms and conditions of this agreement.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. **Duties:** The City agrees to employ Mr. Morris as the City Administrator of the City of Ottumwa to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. **Compensation:** The City Administrator shall receive an annual salary of \$130,000 per year commencing November 2, 2015 and paid according to the City's normal payroll calendar. The City Administrator will receive a performance evaluation during the month of May 2016, and annually during the month of December thereafter. Adjustments in annual salary for the City Administrator shall be given at the Administrator's yearly anniversary provided a satisfactory performance evaluation is received.
3. **Terms and Conditions:** The City Administrator shall be employed by the City for an indefinite period commencing November 2, 2015, subject to the successful completion of a pre-employment physical and drug screen.

It is further agreed that The City Administrator will serve at the will of the Council and may be terminated with or without just cause at any time. Termination for "just cause" shall be without severance pay and shall be effective upon Employee's receipt of notice of his termination. Termination of this contract by the City shall follow any applicable Charter requirements, which currently include furnishing City Administrator with a copy of the reasons for the termination, providing a reasonable opportunity to be heard in person or by counsel in his own defense, and adoption of a resolution by a majority of Council members.

Should the City terminate the employment of the City Administrator without just cause, he will receive six (6) months' severance pay and benefits. Additionally, he will have the option to resign and receive six months severance pay and benefits.

If the City Administrator decides to terminate his employment, he must provide the City a minimum of 30 days' notice of his intent to terminate.

4. Iowa Public Employees Retirement System: The City Administrator may participate in I.P.E.R.S.. The City's regular contribution is rated by Iowa State Statutes governing retirement contributions for municipalities currently at 8.93% of the City Administrator's salary.
5. Insurance Coverage: The City Administrator will be provided insurance coverage at the same rate as other non-union City Employees.

Current Coverages

HEALTH INSURANCE:

- Alliance Select Program administered by Wellmark Blue Cross/Blue Shield of Iowa with a \$300/600 deductible and \$1000/2000 out of pocket. Three tier drug card \$10/25/40. Employer is responsible for 90% premium at this time. Employee is responsible for 10% of premium at this time. Employee cost for family coverage is \$158.62 per month at this time. Dental coverage free for employee only. Dependent dental and vision coverage is available at employee's cost. Flexible Spending Account is available.

LIFE INSURANCE:

Equal to annual salary rounded up to next highest \$1000.

6. Vacation and Sick Leave: The City Administrator will start employment with the status of a 10-year employee for the purposes of calculating Vacation and will receive subsequent increases in accordance to the City's personnel policy.
 - a. The City Administrator will be provided a bank of 40 hours of Vacation upon employment.
 - b. The City Administrator will be granted the same number of holidays as other City employees.
 - c. The City Administrator will be granted 40 hours of banked sick leave upon employment and shall earn additional sick leave at the rate other employees earn sick leave. All other provisions of the sick leave policy will apply to the City Administrator.
7. Business Expenses: The City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, one local civic club membership.
8. Automobile Expenses: The City Administrator will be reimbursed for travel costs associated with City business at the IRS mileage rate.
9. Phone: Either an allowance or a Smart Phone will be provided.
10. Dues, Subscriptions, and Continuing Education: The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA) Iowa City/County Management (IaCMA) and Iowa League of Cities. All activities included in this section shall be budgeted for annually and are subject to Council approval.

11. Professional Development: The City shall budget and pay up to the amount budgeted, necessary and reasonable for registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA and IaCMA Conferences, and Iowa League of Cities events.
12. Moving and Relocation Expenses: The City shall pay up to \$8,000 or actual costs (whichever is cheaper) for moving the City Administrator's household goods, one vehicle and travel for the City Administrator and his family from his current home to within the city limits of Ottumwa. The Administrator shall provide receipts for all moving related expenses to the City before reimbursement of costs.
13. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
14. Compliance with Laws and Regulations: In providing services hereunder, the City Administrator shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding other termination provisions contained herein.
15. Indemnification: The City shall defend and indemnify the City Administrator pursuant to Iowa Statutes Sections. In addition, the City shall defend, hold harmless, and indemnify the City Administrator from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the City Administrator was acting in the performance of the duties of the position. The City will compromise and settle any such claims or suit and pay the amount of any settlement of judgment thereon.
16. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
17. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.
18. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Iowa.
19. Severability. The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or

unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

This Agreement is now being executed by the parties as of the date stated at the beginning of this Agreement.

City of Ottumwa, Iowa

By Tom X. Szabo Mayor

By Andrew A. Morris
Andrew Morris

ATTEST: Amanda Valett
City Clerk