

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 33
Council Chambers, City Hall

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

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 32 on November 19, 2019 as presented.
2. Approve re-appointment of John Ohlinger to the Zoning Board of Adjustment, term to expire 12/12/2024.
3. Approve the appointment of Jeremy Lipe to the position of Housing Code Enforcement in the Health Dept. effective December 2, 2019.
4. Approve the appointment of Kala Mulder to the position of City Finance Director effective December 9, 2019.
5. Approve the appointment of Josh Miller to the position of Beach Maintenance Worker at the Beach effective January 6, 2020.
6. Civil Service Commission Eligibility List for November 26, 2019 – Police Dept. Communication Specialist.
7. Resolution No. 262-2019, accepting the work as final and complete and approving the final pay request for the WPCF – VLR Gate Installation Project.
8. Resolution No. 264-2019, award the contract for Janitorial Services for City Hall to Professional Janitorial Services of Ottumwa, Iowa in the amount of \$2000 per month and authorize the Mayor Pro Tem to sign.
9. Beer and/or liquor applications for: Uncle Buck's Bar & Grill, 518 Church Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. TAG Lego League Teams Present Projects – Breanna Hinmon.
2. CVB Request/Presentation - Andy Wartenberg – increase current funding by 2.5% starting July 2020.
3. Budget Information

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report and contract award for asbestos removal and demolition of 902 South Hancock.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition and disposal of the structures located at 902 South Hancock to Dan Laursen of Ottumwa, Iowa in the amount of \$3,450.

2. Bid report and contract award for demolition of 1006 Tuttle.

RECOMMENDATION: Accept bid and award contract for demolition and disposal of the structures located at 1006 Tuttle to Daniel Fane, of Eldon, Iowa, in the amount of \$5,900.

3. Bid report and contract award for demolition of 210 South Van Buren.

RECOMMENDATION: Accept bid and award contract for demolition and disposal of the structures located at 210 South Van Buren to Daniel Fane of Eldon, Iowa, in the amount of \$5,999.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the sale of City owned property located at 502 Lee in the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 255-2019, accepting the offer and approving the sale of Lot 69 in A. E. Hammond's Second Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 502 Lee to Theresa L. Carr for the sum of \$250.

RECOMMENDATION: Pass and adopt Resolution No. 255-2019.

2. This is the time, place and date set for a public hearing on the proposed renovation and purchase of 203 E. Main / 116 S. Market in the City of Ottumwa, Wapello County, Iowa, to J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 261-2019, approving a Development Agreement with J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate LLC for the renovation of 203 E. Main / 116 S. Market and authorizing the sale of 203 E. Main / 116 S. Market in the City of Ottumwa, Wapello County, Iowa to Kelly Reed Real Estate LLC. for the sum of \$27,000.

RECOMMENDATION: Pass and adopt Resolution No. 261-2019.

H. RESOLUTIONS:

1. Resolution No. 256-2019, approving the contract for the City Wide Fire Extinguisher Services with Summit Companies of Ottumwa, Iowa and authorizing the Mayor Pro Tem to sign the contract.

RECOMMENDATION: Pass and adopt Resolution No. 256-2019.

2. Resolution No. 259-2019, support and financial commitment for the Main Street Ottumwa Program.

RECOMMENDATION: Pass and adopt Resolution No. 259-2019.

3. Resolution No. 260-2019, setting the license fees for dogs effective January 1, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 260-2019.

4. Resolution No. 263-2019, accepting the work as final and complete, approving change orders and approving release of retainage to R.G. Construction of Ottumwa, Iowa, for the 2018 Upper Story Housing Pilot Project for the 300 block of East Main Street, CDBG#18-OT-001.

RECOMMENDATION: Pass and adopt Resolution No. 263-2019.

I. ORDINANCES:

1. Ordinance No. 3167-2019, amending the Zoning Ordinance No. 3088-2015 of the City of Ottumwa, Iowa and as set forth in Chapter 38 in the Municipal Code – City of Ottumwa, Iowa, by amending Sections 38-77, 38-115, 38-872 and 38-904.

RECOMMENDATION: A) Pass the first consideration of Ordinance No. 3167-2019.

- B) Waive the second and third consideration, pass and adopt Ordinance No. 3167-2019.

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: 11/27/19 TIME: 9:45 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 #33 to be held on 12/3/19.

*** FAX MULTI TX REPORT ***

JOB NO. 1072
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
ERROR 96847834
916416828482

KTVO
Ottumwa Courier
Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #33 to be held on 12/3/19.

*** TX REPORT ***

JOB NO. 1072
DEPT. ID 4717
ST. TIME 11/27 09:46
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 916606271885
ERROR 96847834
916416828482

KTVO
Ottumwa Courier
Tom FM



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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #33 to be held on 12/3/19.

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

REGULAR MEETING NO. 32
Council Chambers, City Hall

November 19, 2019
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Roe, Stevens, Streeby, Berg and Mayor Pro Tem Dalbey.

Roe moved, seconded by Streeby to approve the following consent agenda items: Mins. from Reg. Mtg. No. 30 on Nov. 5, 2019 as presented; Acknowledge Oct. financial stmt and pymt of bills as submitted by the Finance Dept.; Approve the appointment of Christopher Bettin to the position of Landfill Supervisor effective Dec. 2, 2019; Authorizing the Mayor Pro Tem to sign lease agts with the Ottumwa Girl's Softball League, Inc., Adult Softball Assoc., Southeast Iowa Community Soccer League, YMCA Youth Sports, Ottumwa Babe Ruth Baseball Assoc., Ltd., Ottumwa Little League, Ottumwa High School and the American Legion for use of facilities effective Jan. 1, 2020 through Dec. 31, 2021; Res. No. 254-2019, setting Dec. 3, 2019 as the date of a public hearing on the disposition of City owned property located at 502 Lee to Theresa L. Carr; Res. No. 257-2019, approving the contract, bond and cert. of insurance for the WPCF – Gatewell Conversion Proj.; Beer and/or liquor applications for: Fine Liquor & Tobacco, 819B/821 Albia Rd.; Stop & Go Drive-Thru & Deli, 516 S. Madison Ave.; Godfrey's Ale House, 2513 Northgate; all applications pending final inspections. All ayes.

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

Interim City Admin. Lazio referenced a request from Jerry Ogden of the Working Man's Christmas Party. Jerry is unable to make it tonight but has concerns about their organization's efforts to collect donations for this event, as another entity will also be set up taking donations at the same time as them. Recommended to Jerry to discuss further with the other organization to see if they can agree on some conditions between the two entities. City staff will discontinue POLCO services on 12/31/19. Would like to have our website developer add this feature to our website. Meeting with Vandewalle in Dec. to discuss assistance for our planning dept. The City will be stepping up Code Enforcement with additional personnel.

Items discussed but not on the Agenda:

Issues resolved on the new Christmas decorations/lights and staff will install this week.

New Finance Dir. has been announced – Kala Mulder – will start Dec. 9, 2019.

Reminder that Thurs., 11/21 is the annual GoPIP Banquet. Bacontown will be held at Bridge View Center on 11/23/19. Request to hold a work session to get council's input on the future of transit services.

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

Streeby moved, seconded by Berg to accept bid from K.M. King to restore water service to Memorial Park for the sum of \$9,300. Parks Dir. Rathje was notified in Oct. that the water service on the Elm St. side of Memorial Park was no longer functional. K.M. King is currently working on underground utilities in this area and can restore water service to Memorial Park. All ayes.

This was the time, place and date set for a public hearing on the TIF Agreement allocating funds to the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID). City Attorney Keith reported this district is located in the West Gate URD that allows TIF funds to be allocated to the SSMID District. Chp. 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within the district. This district was approved by Ord. No. 3152-2019 on Feb. 5, 2019.

This agt allows the allocation of the tax levied funds to be transferred to Main Street Ottumwa to be utilized for certain projects that specifically benefit this district. These projects must be approved by the City Council on an annual basis. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Berg moved, seconded by Roe that Res. No. 246-2019, approving a Funding Agreement for the newly established Downtown Self-Supported Municipal Improvement District (SSMID), be passed and adopted. All ayes.

Berg moved, seconded by Streeby that Res. No. 258-2019, amending Policy No. 43, a Policy for reserving City park shelters, to reflect changes in the rental and usage of the Jimmy Jones Shelter, be passed and adopted. Parks Dir. Rathje reported this policy amendment was approved by the Ottumwa Parks Adv. Brd. on Nov. 12, 2019. All ayes.

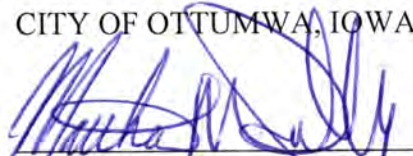
Mayor Pro Tem inquired if anyone from the audience wished to address an item not on the agenda. There were none.

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

Adjournment was at 5:47 P.M.

ATTEST:


Christina Reinhard
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

Matt Dalbey, Mayor Pro Tem



December 3, 2019

TO: Ottumwa City Council Members

FROM: Matt Dalbey, Mayor Pro Tem

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Zoning Board of Adjustment, term to expire 12/12/2024.

John Ohlinger
419 N. Court

FILED

2019 NOV 26 AM 10:27

CITY CLERK
OTTUMWA, IA

FILED
CITY OF OTTUMWA
2019 NOV 25 AM 8:21
2019 NOV 25 AM 10:11
CITY OF OTTUMWA
CITY OF OTTUMWA

Council Meeting of: 12/3/2019

ITEM NO.
Joni Keith
Prepared By *Joni Keith*

Health
Department

Kevin Flanagan
Department Head

Tom X. Lazio
Tom X. Lazio, Acting City Administrator

Kevin Flanagan
11-20-19

AGENDA TITLE: Approve the appointment of Jeremy Lipe to the position of Housing and Code Enforcement Inspector effective December 2, 2019.

PURPOSE: Approve the appointment of Jeremy Lipe as Housing and Code Enforcement Inspector effective December 2, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Jeremy Lipe would fill the position of Housing and Code Enforcement Inspector for the City's Health Department. This full-time position would become effective approximately December 2, 2019 contingent upon the successful passage of the pre-employment physical requirements. Salary will be \$17.49 per hour pursuant to the Collective Bargaining Agreement with Teamsters Local 238. This is a Civil Service position. Mr. Lipe has previously been a loss prevention specialist with Wal-Mart.

FILED

CITY OF OTTUMWA

2019 NOV 19 PM 3:42

STAFF SUMMARY

CITY OF OTTUMWA
OTTUMWA, IA

Council Meeting of: 12/3/2019

ITEM NO.

Joni Keith

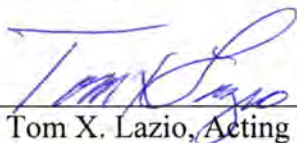
Prepared By

Kristi McDowell

Acting Department Head

Finance

Department



Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approve the appointment of Kala Mulder to the position of City Finance Director effective December 9, 2019.

PURPOSE: Approve the appointment of Kala Mulder to the position of City Finance Director effective December 9, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Kala Mulder would fill the position of City Finance Director that was vacated by the retirement of Bob Jay in October. This full-time position would become effective December 9, 2019 contingent upon the successful passage of the pre-employment physical requirements. Salary will be \$90,000 annually. This is not a Civil Service position and is not subject to any Collective Bargaining Agreement. This crucial position is supervised by the City Administrator. The initial applications were reviewed and screened by the City's Finance Department, and reduced to three final applicants. Interviews of those three finalists were conducted by Acting City Administrator Tom X. Lazio, Acting City Finance Director Kristi McDowell and myself. Staff is recommending the appointment of Kala Mulder, who is currently the Indian Hills Community College Controller and Grants Accountant. She has experience in budget development, management, grant accounting and budgeting, self-insurance coverage, compliance and risk management as well as supervision of the business office, facilities, food service and bookstore operations. She has a Master's Degree in Accounting and a Bachelor's Degree in Business Administration.

FILED
CITY OF OTTUMWA
2019 NOV 25 AM 8:24
STAFF SUMMARY
OTTUMWA, I.

Council Meeting of: 12/3/2019

ITEM NO.
Joni Keith

Joni Keith

Prepared By

Parks - Beach

Department

Gene Rathje

Department Head

Gene Rathje

Tom X. Lazio

Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approve the appointment of Josh Miller to the position of Beach Maintenance Worker at the Beach effective January 6, 2020.

PURPOSE: Approve the appointment of Josh Miller to the position of Beach Maintenance Worker at the Beach effective January 6, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Josh Miller would fill the position of Beach Maintenance Worker at the Beach Ottumwa Facility that was vacated by Todd Nickel, who took a position with the City Engineering Department. This full-time position would become effective January 6, 2020 and the salary will be \$18.92 per hour pursuant to the Collective Bargaining Agreement with Teamsters Local 238. This is a Civil Service position. Mr. Miller is currently a welder at Vermeer in Pella. He was a lifeguard and did minor maintenance at the Beach for a number of years.

FILED

OTTUMWA CIVIL SERVICE COMMISSION

CITY CLERK
OTTUMWA, IA

COMMUNICATION SPECIALIST – Entrance Eligibility List

1. Tim Van Maaf
2. Haley Rose
3. Stephanie Lyon
4. Michael Ortega

Certified November 26, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

FILED

2019 NOV 26 PM 3:45

CITY CLERK
OTTUMWA, IA

FILED
2019 NOV 25 AM 8:24
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 3, 2019

Engineering Department
Department

Alicia Bankson
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom X. Segio

City Administrator Approval

AGENDA TITLE: Resolution 262-2019. Accepting the work as final and complete and approving the Final Pay Request for the VLR Gate Installation 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 262-2019.

DISCUSSION: Woodruff Construction of Ames, Iowa was awarded the contract for the VLR Gate Installation Project on September 17, 2019 in the amount of \$34,583.00. The contractor has completed the above referenced work according to the request for proposals. This will release all retainage, and authorize final payment.

This project replaced six gates which are used to control flow between the 4 cells in the Vertical Loop Reactor. The existing gates were severely corroded and leaked.

Original Contract Amount	\$ 34,583.00
Less Previous Payments	\$ <u>32,853.85</u>
Final Amount Due	\$ 1,729.15

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: Yes

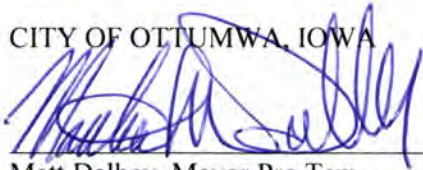
RESOLUTION 262-2019
A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND
APPROVING THE FINAL PAY REQUEST FOR
THE VLR GATE INSTALLATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on September 17, 2019 with Woodruff Construction of Ames, Iowa for the above referenced project; and

WHEREAS, The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The VLR Gate Installation Project is hereby accepted as complete, and authorization to make final payment to Woodruff Construction in the amount of \$1,729.15 is hereby approved.

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

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: VLR Gate Installation

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Woodruff Construction

PAY PERIOD: 20-Nov-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$34,583.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$34,583.00</u>
4. Total Completed and Stored to Date	<u>\$34,583.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$34,583.00</u>
7. Less Previous Payments	<u>\$32,853.85</u>
8. Current Payment Due	<u>\$1,729.15</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Woodruff Construction
BY: Rich Corcoran

DATE: 11/20/19
TITLE: Project Manager

ENGINEER'S CERTIFICATE FOR PAYMENT

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

Phil Bussmer
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$1,729.15

DATE: 11-20-2019

VLR Gate Installation

2

11/20/2019

ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1	Replace Self-contained Gate	EA	3	\$6,123.41	\$15,370.22	3	\$15,370.22	\$0.00	100.00%
2	Replace Non-self-contained Gate	EA	3	\$6,404.26	\$19,212.78	3	\$19,212.78	\$0.00	100.00%

Woodruff Construction

TOTAL \$34,583.00

ASBUILT TOTAL \$34,583.00

\$0.00

FILED

2019 NOV 25 PM 3:39

CITY OF OTTUMWA
Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Dec 3, 2019

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: **Resolution #264-2019, A Resolution for Awarding the Contract for City Hall Janitorial Services.**

****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, this item will not be placed on the agenda.

RECOMMENDATION: **Approve Resolution #264-2019, Awarding the Contract for City Hall Janitorial Services to Professional Janitorial Services for \$2000 per month and Authorize the Mayor to Sign.**

DISCUSSION: **Invitations to bid for city hall janitorial services were sent out to 7 janitorial companies. 3 bids were received. The bids are:**
1. ServiceMaster Cleaning and Restoration, \$2540.66 per month
2. Jones Quality Construction, \$2000 per month
3. Professional Janitorial Services, \$2000 per month.
After city staff review, staff recommends that the city hall janitorial services contract should be awarded to Professional Janitorial services for \$2000 per month. This is a 5 year contract that will begin on January 1st, 2020.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

RESOLUTION No. 264-2019

A RESOLUTION FOR AWARDING CONTRACT FOR CITY HALL JANITORIAL SERVICES

WHEREAS, Ottumwa City Hall is a historical building with significant history, and,

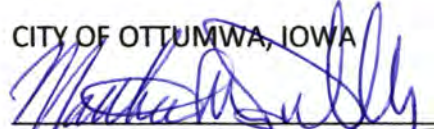
WHEREAS, The City of Ottumwa desires to keep Ottumwa City Hall clean and well maintained at an efficient price, and,

WHEREAS, The City has advertised for and received bids, and desires to award the contract for city hall janitorial services to Professional Janitorial Services for \$2000 per month.

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

That resolution #264-2019 be Approved, Passed, and Adopted this 3rd day of DECEMBER, 2019.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:



Christine Reinhard, City Clerk





Professional Janitorial Service

*Debbie Saner
14383 Copperhead Road
Ottumwa, Iowa 52501*

641-777-0435 saner.deb@gmail.com

Quality Happens Only When You Care Enough to Do Your Best

Dear Friends:

Statistics prove people do their best work in a clean atmosphere. If providing a quality work environment is important to you, let me tell you a little about myself and my qualifications.

I have owned and operated this business for the past twenty-nine years and I have accounts in Ottumwa, Eddyville, Bloomfield and Lancaster, Mo., I pride myself on my honesty and strong work ethic. I am dependable, reliable and reasonable, yet flexible to meet the changing needs of your business. Employees of Professional Janitorial Service are insured and bonded.

Please notice some of the businesses I currently clean. I have also enclosed a copy of my insurance.

If you have any questions or concerns, please don't hesitate to contact me.

Very Sincerely,

Debbie Saner
Debbie Saner



CITY OF OTTUMWA, IOWA

PROPOSAL FOR CONTRACTUAL JANITORIAL SERVICES FOR CITY HALL 105 E 3rd St
OTTUMWA IA 52501

TO WHOM IT MAY CONCERN:

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

\$1000⁰⁰

TOTAL PRICE PER MONTH

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

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

Professional Janitorial Serv.
Name of Company

641-777-0435
Phone Number

By *Melba Loney*
Authorized Signature

November 5, 2019
Date

owner
Title

Professional Janitorial Service

***Debbie Saner
14383 Copperhead Road
Ottumwa, Iowa 52501***

Telephone 641-684-6601 or 641-777-0435

References - January 2019

- 1. Int. Power & Light - Marcy (12 year)
20775 Power Plant Rd.
Ottumwa, IA
935-2901 Marcy***
- 2. Davis County Law Center -Renetta - 63 years)
Bloomfield, IA 52537***
- 3. People's Bank- Rachelle (29 years)
116 W. Main
Ottumwa, Iowa 52501
682-8355***
- 4. Ajinomoto Ace Building - Whitney (4 year)
TECUI5 1 Ajinomoto Drive
Eddyville, IA
969-4561***
- 5. Alliant Energy - ADM Building (6 year)
20775 Power Plant Rd.
Ottumwa, IA
935-2901***
- 6. Davita Dialysis Center (6 years)
Ottumwa Clinic
Ottumwa, IA 52501***
- 7. Alliant Energy - Dumper Area
20775 Power Plant Rd.
Ottumwa, IA
935-2901 Marcy***
- 8. Alliant Energy - Control Building
20775 Power Plant Rd.
Ottumwa, IA
935-2901 Marcy***
- 9. Ajinomoto ADM - Whitney (19 years)
Ajinomoto Drive
Eddyville, Iowa 52553
969-4561***

10. *Hawkeye Car Credit - Bill (19years)*
318 Bardell St.
Ottumwa, Iowa 52501
682-4612
11. *Legal Services - Linda (18 years)*
E. Third
Ottumwa, Iowa 52501
683-3166
12. *Ajinomoto TECUS Foods- Coleen (19 years)*
TECUS 1 Ajinomoto Drive
Eddyville, Iowa
969-4561
13. *Alliant Energy OML Building Marcy (8 months)*
Brick Plant Rd
Ottumwa, IA 52501
14. *Ajinomoto Ace Building - Coleen (19 year)*
TECUIIS 1 Ajinomoto Drive
Eddyville, IA
969-4561
15. *Heartland Lysine Randy (3 years)*
Eddyville, Iowa
16. *Ottumwa Social Security Office – Rosie (10 Years)*
Ottumwa
17. *Child Support Recovery - Janet (13 year)*
127 E. Main Suite 100
Ottumwa, IA 52501
18. *Farm Credit (16 years) Julie*
Ottumwa, IA
19. *Ajinomoto North America, Inc. MIS (9 year) Robbie*
1 Ajinomoto Drive
Eddyville, IA 52501
20. *BP (9 years) Linda*
P. O. Box 473
Ottumwa, IA 52501
21. *Bank of the West (9 years)*
Bloomfield, IA 52501
22. *Vision Center & Eye Care (7 years)*
816 Albia Rd.
Ottumwa, IA 52501
23. *University of Iowa (5years)*
E. Main St.
Ottumwa, IA.

24. *Tri County Electric (1 year) Amy*
P. O Box 159
Lancaster, Mo. 63548
660-457-3733
25. *Gooden's Chiropractor (1 year) Sandy*
Ottumwa, IA 52501

Construction Clean-ups

26. *Weis Builders, Inc. (Brad)*
7645 Lyndale Avenue South
Minneapolis, MN. 55428
27. *Vermaas Construction (Steve)*
1900 S. W. 6th St.
Lincoln, NE 68522
28. *MC Sports (Jane)*
3070 Schaffe
Grand Rapids, MN 49512
29. *Graham Construction Co.*
421 Grand Ave.
Des Moines, IA 50309
30. *Grooms Construction*
Gateway Dr.
Ottumwa, IA 52501
31. *Bonham Cleaning Co. (Alison)*
P.O. Box 140
Mahomet, IL 61853
32. *KT Construction & Sup*
2033 Webster St.
Dayton, OH 45404
33. *Division 21, Inc.*
334 University Ave. E.
St. Paul, MN 55130
34. *Kirk Gross (Tova)*
P.O. Box 2097
Waterloo, IA 50704
35. *Turn Key Assoc. LLC (Kevin)*
3015 Greyhound Drive
Waterloo, IA 50701



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2019

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No., Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Professional Janitorial Services 514 Farney Blvd Ottumwa, IA 52501	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			UDC-4122143-CGL-19	04/27/2019	04/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

CITY OF OTTUMWA, IOWA

PROPOSAL FOR CONTRACTUAL JANITORIAL SERVICES FOR CITY HALL 105 E 3rd St
OTTUMWA IA 52501

TO WHOM IT MAY CONCERN:

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

\$ 2000⁰⁰ =

TOTAL PRICE PER MONTH

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

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

Jones Quality Construction, INC
Name of Company

662-671-9192
Phone Number

By M. J. [Signature]
Authorized Signature

10/25/2019
Date

Owner
Title

Professional Janitorial Service Proposal

Prepared for:

City Of Ottumwa
105 East 3rd Street
Ottumwa, Iowa 52501

Submitted By:

ServiceMaster Cleaning & Restoration

P. O Box 349
Ft. Madison, Iowa 52627
Byron Mowen
Owner
1-800-584-3364
ByronM@smclrr.com

SERVICEMASTER
Clean

October 31, 2019

ServiceMaster Cleaning & Restoration
P. O Box 349
Ft. Madison, Iowa 52627

ServiceMaster
Clean

October 31, 2019

Mary Cook
City Of Ottumwa
105 East 3rd Street
Ottumwa, Iowa 52501

Dear Mary,

Subject: Janitorial Service Proposal - City Of Ottumwa, 105 East 3rd Street, Ottumwa, Iowa 52501

Thank you for allowing ServiceMaster Cleaning & Restoration to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

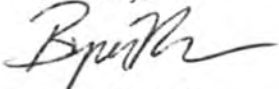
Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at ServiceMaster Cleaning & Restoration, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At ServiceMaster Cleaning & Restoration, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,



Byron Mowen
Owner
ServiceMaster Cleaning & Restoration

City Of Ottumwa

Professional Janitorial Service Proposal

General

ServiceMaster Cleaning & Restoration agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. ServiceMaster Cleaning & Restoration agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

5 days per week Professional Cleaning Service Program: **\$2,540.66/mo.**

Special Services

Carpet Cleaning once per year \$1,781.80
Floor stripping and refinishing \$3,505.20
Change light bulbs as needed
Change air filters as needed

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer. ServiceMaster Cleaning & Restoration is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, ServiceMaster Cleaning & Restoration can provide these products and invoice them separately.

ServiceMaster Cleaning & Restoration will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

ServiceMaster Cleaning & Restoration will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

ServiceMaster Cleaning & Restoration will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

ServiceMaster Cleaning & Restoration will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by ServiceMaster Cleaning & Restoration are deemed employees of ServiceMaster Cleaning & Restoration and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

ServiceMaster Cleaning & Restoration is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

ServiceMaster Cleaning & Restoration is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20___, by and

between ServiceMaster Cleaning & Restoration, with its principal place of business located at P. O Box 349, Ft. Madison, Iowa 52627 and City Of Ottumwa with its principal place of business located at 105 East 3rd Street, Ottumwa, Iowa 52501.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

ServiceMaster Cleaning & Restoration

City Of Ottumwa

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____



CITY OF OTTUMWA, IOWA

PROPOSAL FOR CONTRACTUAL JANITORIAL SERVICES FOR CITY HALL 105 E 3rd St
OTTUMWA IA 52501

TO WHOM IT MAY CONCERN:

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

Cleaning Service 2,540.66 / Carpet 1,781.80 / Floors 3505.20 *Finalize & when completed*
TOTAL PRICE PER MONTH

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

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

Service Master Cleaning & Restoration
Name of Company

319-372-5827
Phone Number

By: [Signature]
Authorized Signature

Oct 31, 2019
Date

owner
Title

Confidentiality Agreement

Dated this 31 day of October, 2019, I Byron Mawen
as an employee or agent of Service Master Cleaning & Restoration, agree to the
terms of this agreement to consider and keep as the private and privileged records of City,
all information, data, figures, records, personnel history, and the like, and will not divulge
the same to any person, firm, corporation, or any other entity, and that upon termination
of this agreement, I will continue to treat as private and privileged all information, data,
figures, records, personnel history, and the like, and will not release any such information
to any person, firm, corporation or other entity.


Signature



Greater Ottumwa Convention and Visitors Bureau Funding Request FY 2020



CVB Accomplishments 2018 -2019

- Coordinated and oversaw successful RVTV event in conjunction with WHO TV in Des Moines
- Won bids for several meetings and conferences including Babe Ruth World Series (2021), American Planner's Association (2021), Professional Developers of Iowa (2020), Iowa Missouri Ford Car Show (2019 and 2020), Theological Conference (2019 and 2021).
- Incorporated the CVB as a separate corporation and formed a new CVB Board
- Provided marketing support for more than 200 area events and changed sponsorship program from block grants to marketing and advertising expenditures
- Developed and implemented economic impact model to measure community financial impact of local events
- Conducted several month-long niche Instagram campaigns that increased Instagram following by 141%

CVB Accomplishments 2018 -2019

- **Completed redesign of CVB website. Website sessions increased by 25%**
- **Conducted Destination Advocacy/Customer Service training for 32 Ottumwa businesses and organizations**
- **Worked with other community organizations on the Gateway Signage Program, Riverfront Redevelopment, Bridge View Center Hotel and Iowa Great Places Application**
- **Developed regional niche itineraries with surrounding CVBs**
- **Provided multiple weekly Facebook and Instagram posts featuring area events**
- **Provided weekly email blasts featuring area events and selling points**
- **Designed new visitor guide and restaurant guide**
- **Hotel tax disbursements increased by 8% from 2018 to 2019**

Comparative Funding Levels

Ames	66,191	71%
Burlington	28,748	31%
Cedar Falls	41,048	50%
Dubuque	57,941	50%
Waterloo	68,366	50%
Clear Lake	7,578	42.6%
Fort Dodge	24,098	40%
Marshalltown	27,068	33%
Pella	10,335	55%
Mason City	27,093	45%
Quad Cities	383,681	50%
Ottumwa	24, 550	33%

Des Moines +13%

Dubuque -8%

Council Bluffs -10%

Fairfield -6%

Cedar Rapids +5%

Pella +3%

Waterloo -9%

Sioux City -12%

Davenport -6%

Ames +3%

Burlington +9%

Cedar Falls -7%

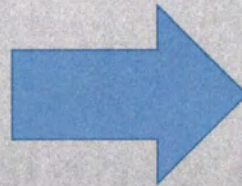
Hotel – Motel Tax Comparative Distribution Summary 2018- 19

- Ottumwa: 2018: \$449,556.66
2019: \$485,775.64 **+8%**

Proposed Increase in CVB Funding



+2.5%



\$12, 144.39



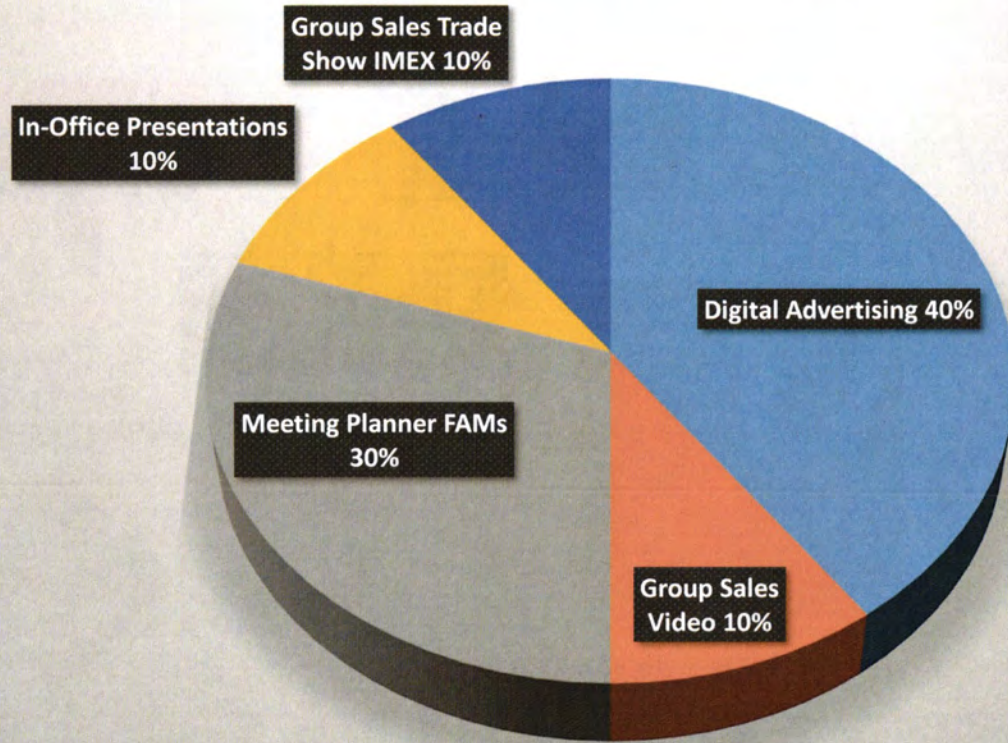
Midwest Travel
Network
#MWTravel



Diocese of
Davenport



Funding Distribution Breakdown



COMMUNITY ECONOMIC IMPACT

	3 DAY 2 NIGHT CONFERENCE	2 DAY 1 NIGHT CONFERENCE	WEDDING
Total Direct Expenditures	\$57,269	\$30,820	\$19,598
Hotel Revenue	\$35,640	\$17,820	\$8000
Room Nights	360	180	100
Non – Local Expenditures	\$56,189	\$30,240	\$16,474
Net Fees/Event Payments	\$2,450	\$1,225	\$950
Hotel Tax Revenue	\$2,494.80	\$1,247.40	\$560
Total Additional Dollars Locally Spent	\$61,134	\$32,712	\$17,984
Community Impact Estimate (direct + indirect + induced. conservative multiplier effect 1.45)	\$88,644	\$47,432	\$26,077

IMPACT TO BVC REVENUE

	3-Day, 2-Night Conference	2-Day, 1-Night Conference	Wedding
Rent/Equipment Revenue	\$8,130.00	\$2,292.50	\$1,205.00
Food and beverage revenue	\$19,793.57	\$9,584.75	\$3,450.92
Total	\$27,923.57	\$11,887.25	\$4,655.92

FILED
2019 NOV 26 PM 2:54
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 3, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and demolition of 902 S. Hancock

 ****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: Accept the bid and award the asbestos and demolition contract to Dan Laursen for the best bid price of \$3,450.

DISCUSSION: The City accepted bids for this project until 2:00 P.M. November 26, 2019. Six bids were received. The best bid was from Dan Laursen in the amount of \$3,450 and staff recommends awarding him the contract.

902 S Hancock

Bidder	Demolition Bid	Asbestos Bid	Total
Smith Landworks, Inc.	\$13,125.00		\$13,125.00
Dan Laursen	\$3,300.00	\$150.00	\$3,450.00
Daniel Fane	\$4,500.00		\$4,500.00
Environmental Edge	\$7,700.00	\$500.00	\$8,200.00
Weston McKee	\$7,000.00	\$600.00	\$7,600.00
Tim Skinner	\$5,710.00		\$5,710.00

Best Overall bidder is Dan Laursen



[CITY OF]
OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL
AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
902 S. Hancock Street	\$3,300 ⁰⁰	\$150 ⁰⁰	\$3,450 ⁰⁰
	\$3,300 ⁰⁰	\$150 ⁰⁰	\$3,450 ⁰⁰

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

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

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

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

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

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



Signature

DAN LAURSON
Printed Name

510 MORRILL DR.
Address

64.799.3815
Telephone Number

OTTUMWA IA 52501
City, State, Zip

NOV 26TH 2019
Date

DAN LAURSON 44 @ YAHOO.COM
E-mail Address

DAN LARSON EXCAVATOR
510 moorell dr.

OTT. IA 52501

FILED
2019 NOV 26 PM 1:40
CITY OF OTTUMWA, IA

Bid on 902 HANCOCK ST.
CITY OF OTTUMWA IA 52501.

\$3,450 Bid Bond Cash #350

FILED
2019 NOV 26 PM 2:54
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 3, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Bid review and contract award for demolition of 1006 Tuttle

 ****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: Accept bid and award the demolition contract to Daniel Fane for the best bid price of \$5,900.

DISCUSSION: The City accepted bids for the demolition of this property until 2:00 P.M. November 26, 2019. Six bids were received. The best bid was in the amount of \$5,900 from Daniel Fane. Staff recommends awarding him the contract.

Source of Funds: 151-3-342

Budgeted Item: Budget Amendment Needed:

1006 Tuttle

Bidder	Demolition Bid	Total
Dan Laursen	\$6,690.00	\$6,690.00
Daniel Fane	\$5,900.00	\$5,900.00
Environmental Edge	\$8,450.00	\$8,450.00
Central States Contractors	\$19,950.00	\$19,950.00
Tim Skinner	\$7,370.00	\$7,370.00
Smith Landworks, Inc.	\$16,500.00	\$16,500.00
Best overall bidder is	Daniel Fane	



REQUEST FOR BID FOR DEMOLITION AND DISPOSAL

BID FORM

Address	Demolition Bid		Total Line Bid
1006 Tuttle Street	5999.00 5900.00		5999.00 5900.00

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

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

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

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

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

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

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


Signature

Daniel Fore
Printed Name

4650 63rd Ave
Address

518-588-4497
Telephone Number

Eden Fa 52554
City, State, Zip

5/25/19
Date

Fore@ptc.exe@gmail.com
E-mail Address

OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

Daniel Fane

W 11. 2011

2019 NOV 25 PM 12:47

CITY
OTTUMWA

1006 Tuttle St

Permit Bid

Fence Septic Etc

\$5,900 Bid Bond (cash) \$500

FILED

2019 NOV 26 PM 2:54

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 3, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Bid review and contract award for the demolition of 210 S. Van Buren

****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: Accept the bid and award the demolition contract to Daniel Fane for the best bid price of \$5,999.

DISCUSSION: The City accepted bids for this project until 2:00 P.M. November 26, 2019. Five bids were received. The best bid was from Daniel Fane in the amount of \$5,999 and staff recommends awarding him the contract.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:

210 S Van Buren

Bidder	Demolition	Total
Tim Skinner	\$8,380.00	\$8,380.00
Smith Landworks, Inc.	\$18,000.00	\$18,000.00
Central States Contractor	\$23,450.00	\$23,450.00
Dan Laursen	\$7,400.00	\$7,400.00
Daniel Fane	\$5,999.00	\$5,999.00

Best overall bidder is Daniel Fane



[CITY OF]
O T T U M W A

REQUEST FOR BID FOR DEMOLITION AND DISPOSAL
BID FORM

Address	Demolition Bid		Total Line Bid
210 S. Van Buren	5999. ⁰⁰		

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

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

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

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

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

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

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


Signature

Daniel Fene
Printed Name

4650/63rd ave
Address

518-588-4497
Telephone Number

Giddan Fa 52554
City, State, Zip

11/25/19
Date

Foreseptkerc@gmail.com
E-mail Address

OTTUMWA
CITY OF BRIDGES... RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

Daniel Fane

NOV 20 11 10 AM '10
CITY CLERK
CITY HALL

210 Susan Bufen
Demo Bid
Fence Septic & Excavating

\$ 5,999 Bid Bond Cash #600

FILED

2019 NOV -8 AM 8:12

CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 3, 2019

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 255 - 2019, a resolution accepting the offer and approving the sale of 502 Lee to Theresa L. Carr for the sum of \$250.00



****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. 255 - 2019.

DISCUSSION: Ms. Carr offered the City \$250.00 for a vacant lot located at 502 Lee. The buyer owns property next to the City's vacant lot. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 255 - 2019

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 502 LEE TO THERESA L. CARR FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 69 in A. E. Hammond's Second Addition to the City of Ottumwa, Wapello County, Iowa, also known as 502 Lee; and

WHEREAS, pursuant to Resolution No. 254 - 2019 approved, passed and adopted November 19, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Theresa L. Carr for an offered price of \$250.00; and

WHEREAS, the buyer owns property next to 502 Lee and wishes to use the vacant lot as green space; and

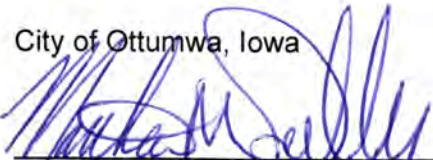
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and the recording fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Theresa L. Carr in the amount of \$250.00, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 3rd day of December 2019.

ATTEST:


Christina Reinhard, City Clerk

City of Ottumwa, Iowa

Matt Dalbey, Mayor Pro Tem



[CITY OF]

OTTUMWA

2019 AUG 14 PM 4:08

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

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

Address or legal description of the property 502 Lee Avenue, Ottumwa
 Parcel ID: 007416500040000

Buyers Name, address and phone number THERESA L. CARR
506 Lee Avenue, Ottumwa, IA 241-226-0680

Dollar amount of the offer \$250.00

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

If you are purchasing a vacant lot, what is the intended use of the lot? Green Space

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

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

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

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



[CITY OF]

OTTUMWA

2019 AUG 14 PM 4:32

Petition No.: 5059-2019

Petitioner Information:

Name: Theresa L. Carr

Address: 506 Lee Ave

Phone Number: (641) 228-0680

Petition contains the required number of signatures.

Summary of Petition:

Purchase offer for vacant lot next to her property for use as green space;
502 Lee Ave, Parcel ID#007418500040000.
Offer \$250, deposit \$100 received.
City acquired 7/19/19; may sell after 11/16/19.

1. Engineering Department Approve Deny

LBS
Date 8-15-19 Dept. Initials Required

Comments:

2. Plan/Zoning/Dev. Department Approve Deny

[Signature]
Date 8-16-19 Dept. Initials Required

Comments:

3. Health Department Approve Deny

[Signature]
Date 8-16-19 Dept. Initials Required

Comments:

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

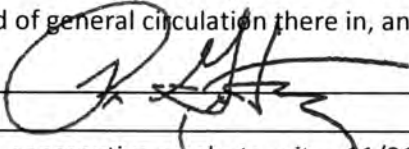
PROOF OF PUBLICATION

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

502 LEE AVE

CITY OF OTTUMWA

 hereto attached was published in said newspaper for 1 consecutive weeks to-wit: 11/21/2019 Subscribed and sworn to before me, and in my presence, by the said 21ST day of NOVEMBER, 2019





Notary Public

In and for Wapello County

Printer's fee \$11.29

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, December 3, 2019 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property located at 502 Lee to Theresa L. Carr for the sum of \$250.00 by quit claim deed, with no abstract and the buyer paying the cost of publishing the public hearing notice and the recording fee. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH-Disposal
502 Lee-Theresa Carr

FILED
2019 NOV 26 PM 2:03
OTTUMWA

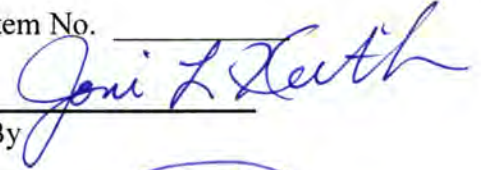
CITY OF OTTUMWA
Staff Summary

COUNCIL MEETING OF: December 3, 2019

Item No. _____

Joni Keith

Prepared By



Planning & Development
Department

Kevin Flanagan

Department Head





Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Public hearing on the proposed renovation and purchase of 203 E. Main/116 S. Market in Ottumwa, Iowa, to J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate LLC.

PURPOSE: Public Hearing to receive input and comments regarding the proposed renovation and sale of 203 E. Main/116 S. Market, Ottumwa, Iowa, along with the approval of a Development Agreement with J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate LLC.

RECOMMENDATION: Open Public Hearing
 Receive Comments
 Close Public Hearing

DISCUSSION: The city acquired 203 E. Main/116 S. Market through the Iowa Code Chapter 657A process as abandoned property under Iowa law. This property is full of miscellaneous debris, storage items and trash and is in need of prompt renovation. A Development Agreement has been proposed by J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. for the renovation of this property. A copy of the proposed Agreement is attached hereto. The initial Resolution set this date as the time and place of hearing on the proposed bids for this property. The City received three bids. Attached is the bid tabulation. Staff has reviewed the bids and is recommending that the City accept the bid of Kelly Reed Real Estate L.L.C. as the highest and best bid for the purchase of this property. Staff is recommending the approval of the proposed Development Agreement from J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. and the sale of said property to J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C.

203 E Main and 116 S Market

Bidder

Bid Amount

Kelly Reed Real Estate

\$27,000.00

Blunt Investments

\$12,500.00

Nick Grooms

\$11,000.00

Best bidder is Kelly Reed

FILED

2019 NOV 26 PM 2:03

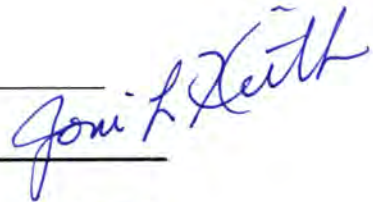
CITY OF OTTUMWA
Staff Summary

COUNCIL MEETING OF: December 3, 2019

Item No. _____

Joni Keith

Prepared By



Planning & Development

Department

Kevin Flanagan

Department Head



Tom X. Lazio
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Resolution No. 261-2019. After public hearing, a resolution approving a Development Agreement with J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. for the renovation of 203 E. Main/116 S. Market and authorizing the sale of 203 E. Main/116 S. Market in the City of Ottumwa, Wapello County, Iowa to Kelly Reed Real Estate L.L.C.

PURPOSE: Approve a Development Agreement for the renovation and purchase of 203 E. Main/116 S. Market, Ottumwa, Iowa, with J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C.

RECOMMENDATION: Pass and adopt Resolution No. 261-2019.

DISCUSSION: The city acquired 203 E. Main/116 S. Market through the Iowa Code Chapter 657A process as abandoned property under Iowa law. This property is full of miscellaneous debris, storage items and trash and is in need of prompt renovation. A Development Agreement has been proposed by J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. for the renovation of this property. A copy of the proposed Agreement is attached hereto. The initial Resolution set this date as the time and place of hearing on the proposed bids for this property. The City received three bids. Attached is the bid tabulation. Staff has reviewed the bids and is recommending that the City accept the bid of Kelly Reed Real Estate L.L.C. as the highest and best bid for the purchase of this property. Staff is recommending the approval of the proposed Development Agreement from J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. and the sale of said property to J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C.

RESOLUTION NO. 261 -2019

A RESOLUTION APPROVING THE PROPOSED DEVELOPMENT AGREEMENT WITH J. KELLY REED AND LOIS M. REED DOING BUSINESS AS KELLY REED REAL ESTATE L.L.C. FOR THE RENOVATION AND SALE OF 203 E. MAIN/116 S. MARKET IN THE CITY OF OTTUMWA TO J. KELLY REED AND LOIS M. REED DOING BUSINESS AS KELLY REED REAL ESTATE L.L.C.

WHEREAS, the City proposes to dispose of the following described property locally known as 203 East Main/116 S. Market, Ottumwa, Iowa and legally described as:

A part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Southwesterly corner of said Lot, the same being the Northeast Corner of the intersection of Main Street and Market Street in the City of Ottumwa, Iowa, thence Southeasterly on the Southwesterly Line of said Lot, which is also the Northeasterly Line of Main Street 20 feet; thence Northeasterly parallel with Market Street 82 feet; thence Northwesterly parallel with Main Street 20 feet to the Northwest Line of said Lot; thence Southwesterly along said Line 82 feet to the place of beginning.

Said real estate is also described as: The Northwest 20' of the Southwest 82' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

AND

A Part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Beginning at a point on the Northeast building line of East Main Street in said City, and at the center of the public wall that is 20 feet Southeast from the NW line of said Lot 292, thence Northeast parallel to Market Street 83.26 feet to the line between 2 separate walls, viz: The Harman Wall and the H.M. Ennis rear wall; thence Northwest parallel to Main Street 20 feet to the Northwest line of said Lot 292; thence Northeast along the Northwest line of said Lot 292, 25.73 feet to the center of the public wall between Harman's & Phoenix Trust Building; thence Southeast along the centerline of this last mentioned wall and parallel to Main Street 40 feet; thence Southwest parallel to Market Street 27.73 feet; thence Northwest parallel to Main Street 0.5 feet to the center of the Southeast Wall of the Main Street Building on the property herein described; thence Southwest along the centerline of said last mentioned public wall and parallel to Market Street 81.26 feet to the Northeast building line of East Main Street; thence Northwest along the Northeast Building line of East Main Street 19 ½ feet to the point of beginning.

Said real estate is also described as follows: The Southeast 19 ½' of the Northwest 39 ½' of the Southwest 82' of Lot 292, Block 22, and the Southwest 25.73' of the Northeast 50.73' of the Northwest 40' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

WHEREAS, the City of Ottumwa is the present title holder of record of the property; and

WHEREAS, before real property may be disposed of, notice must be published and a public hearing held thereon; and

WHEREAS, the property will be disposed by Quit Claim deed with no abstract; and

WHEREAS, the City accepted proposals for this property until 2:00 P.M. November 22, 2019 and received three proposals; and

WHEREAS, after a careful review of the bid proposals, the best and highest bid is J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C.; and

WHEREAS, the proposal from Kelly Reed Real Estate L.L.C. is recommended as the best proposal, said entity shall be required to sign a Development Agreement with the City and execute said Agreement prior to the transfer of said property; and

WHEREAS, said agreement contains specific redevelopment conditions; and

WHEREAS, in the event the developer does not complete the improvements and redevelopment conditions, the City shall have the right to take possession of the property upon notification of default per the development agreement; and

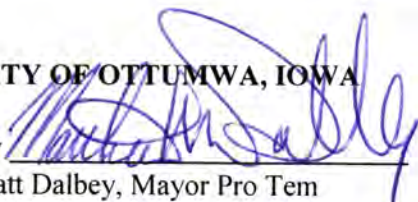
WHEREAS, the developer will promptly remove all trash, garbage, junk, appliances, and miscellaneous refuse and rubbish from the building, secure the windows and building from weather, birds and pests; pay all costs of transfer and all real estate taxes owed against this property.

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

That the proposed Development Agreement with J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C. for the redevelopment of 203 E. Main/116 S. Market is hereby approved and said property will be sold to Kelly Reed Real Estate L.L.C. pursuant to said Development Agreement. The Mayor Pro Tem is hereby authorized to sign any and all documents to approve the Agreement and the sale of the property at the cost of the purchaser, J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C.

Passed and adopted this 3rd day of December 2019.

CITY OF OTTUMWA, IOWA

By 
Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk

**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF OTTUMWA, IOWA
AND
J. KELLY REED AND LOIS M. REED
DOING BUSINESS AS
KELLY REED REAL ESTATE L.L.C.**

Conveyance of Property and Development Agreement for the following described property locally known as 203 East Main Street/116 S. Market Street, Ottumwa, Iowa:

A part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Southwesterly corner of said Lot, the same being the Northeast Corner of the intersection of Main Street and Market Street in the City of Ottumwa, Iowa, thence Southeasterly on the Southwesterly Line of said Lot, which is also the Northeasterly Line of Main Street 20 feet; thence Northeasterly parallel with Market Street 82 feet; thence Northwesterly parallel with Main Street 20 feet to the Northwest Line of said Lot; thence Southwesterly along said Line 82 feet to the place of beginning.

Said real estate is also described as: The Northwest 20' of the Southwest 82' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

AND

A Part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Beginning at a point on the Northeast building line of East Main Street in said City, and at the center of the public wall that is 20 feet Southeast from the NW line of said Lot 292, thence Northeast parallel to Market Street 83.26 feet to the line between 2 separate walls, viz: The Harman Wall and the H.M. Ennis rear wall; thence Northwest parallel to Main Street 20 feet to the Northwest line of said Lot 292; thence Northeast along the Northwest line of said Lot 292, 25.73 feet to the center of the public wall between Harman's & Phoenix Trust Building; thence Southeast along the centerline of this last mentioned wall and parallel to Main Street 40 feet; thence Southwest parallel to Market Street 27.73 feet; thence Northwest parallel to Main Street 0.5 feet to the center of the Southeast Wall of the Main Street Building on the property herein described; thence Southwest along the centerline of said last mentioned public wall and parallel to Market Street 81.26 feet to the Northeast building line of East Main Street; thence Northwest along the Northeast Building line of East Main Street 19 ½ feet to the point of beginning.

Said real estate is also described as follows: The Southeast 19 ½' of the Northwest 39 ½' of the Southwest 82' of Lot 292, Block 22, and the Southwest 25.73' of the Northeast 50.73' of the Northwest 40' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the City of Ottumwa, Iowa, and J. Kelly Reed and Lois M. Reed doing business as Kelly Reed Real Estate L.L.C., hereinafter referred to as “Developer.” The City of Ottumwa, Iowa, an Iowa Municipal Corporation, has its principal place of business at 105 East Third Street, Ottumwa, Iowa 52501, hereinafter will be referred to as the “City.”

RECITALS

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described above and locally known as 203 East Main Street/116 South Market Street. Said property was acquired as abandoned property through Iowa Code Chapter 657A due to its dilapidated condition. The Iowa District Court granted title to the City on August 8, 2019 with the City obtaining possession on August 26, 2019; and

WHEREAS, it is the intention of the City to rehabilitate blighted areas and buildings in urban renewal areas and tax increment financing district areas in the City, which includes the above described property. Rehabilitation, redevelopment, development or a combination thereof of said areas, including this property, is in the interest of the public health, safety or welfare of the residents of the City. Said real estate is located within the West Gate Urban Renewal Area (the “Development Property”); and

WHEREAS, the City believes that it is in the best interests of the City and of its residents and is also in accord with the public purposes of applicable state and local laws, including Chapters 15A and 403 of the Code of Iowa, to enter into this Agreement to promote the development of 203 E. Main/116 S. Market Street, in Ottumwa, Iowa; and

WHEREAS, Developer desires to acquire said real property for the purpose of future development, and the City wishes to transfer ownership of the above described property to Developer for the purpose of rehabilitation, redevelopment, development or a combination thereof. Developer agrees to sign this Development Agreement with the City.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

CONVEYANCE OF THE CITY’S REAL PROPERTY

Subject to the terms and conditions of this Agreement, the City shall convey, transfer, assign and deliver to Developer on the closing date, under such terms as hereinafter defined and

as set out in this Agreement executed between the City and Developer and which is incorporated herein.

REDEVELOPMENT CONDITIONS

As consideration for the transaction contemplated by this Agreement and other good and valuable consideration, Developer agrees to the following redevelopment conditions:

1. Subject to all terms and conditions of this Agreement, the City will sell by Quit Claim Deed the above-described real estate to Developer for the amount of Twenty-seven Thousand Dollars (\$27,000.00) and other good and valuable consideration. Said real estate is being sold in its "AS IS" condition, with the City making absolutely no title guarantees and no warranties as to the condition of said property. Developer will pay all costs of transfer, including abstracting and title opinion, if requested.

2. Developer will accept the abovementioned property in its "AS IS" condition and will secure the building, including the roof, from weather and animals within 20 days of the date of transfer.

Section 1. Obligations of the Developer.

1. Developer, at its sole cost and expense shall completely renovate the building at 203 E. Main/116 S. Market Street, Ottumwa, Iowa, within three (3) years from the date of the transfer of the real estate to Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.

2. Upon approval of this Development Agreement and transfer of this property by the City Council, the Developer, on behalf of the City of Ottumwa, will immediately begin cleaning out the property and transporting any debris, trash and miscellaneous items that will not be personally kept by the Developer to the Solid Waste Commission Landfill.

3. All work on the building will be performed by Developer at its own expense. Developer will immediately secure said building, and ensure said building is not open to the elements due to roof and siding leaks or open or broken windows. Developer shall ensure that any renovation assures the structural integrity of any adjoining property walls. Demolition, cleanup, and repair within the building shall be conducted obtaining any necessary permits and complying with all local, state and federal regulations.

4. Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, but in no event shall Developer lease to tenants or sell to

prospective buyers who would require a conditional use permit under said City Zoning Code, Section 38-873. Adult entertainment businesses. When marketing said property to prospective buyers or tenants, Developer shall pay particular attention to retail mix, quality, and the type of tenant or buyer and the image of the central business district. No sale of this property shall occur without the express written consent of the City, not unreasonably withheld.

5. Said real estate may be sold at any time during, before or after the rehabilitation, redevelopment or development process with the agreement by both parties prior to the conveyance of the property.

6. Any financial liability resulting from the sale of the real estate by the City to Developer will be the sole responsibility of Developer. Developer shall provide property damage and liability insurance on said property. Developer shall indemnify and hold harmless the City from any liability or loss associated with the redevelopment project, or resulting from Developer activities or lack thereof.

7. Any balance of funds from the sale of the property will be retained by Developer.

8. In the event Developer does not complete the improvements and redevelopment conditions set forth in this Agreement, and such failure continues for a period of sixty (60) days after the holder has been notified of the default, the purchase cost of the parcel will be refunded to Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to Developer. The deed shall contain a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer, the City at its option may declare a termination of the estate conveyed and take title and possession. If the Developer undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

9. In the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as "Developer") shall be required to sign a Development Agreement with the City that will encompass the following requirements:

(a) The Developer will submit a site plan containing the information listed in Exhibit "A." The Developer will redevelop the property in accordance with this Proposal/Development Agreement. **The Developer will submit plans and specifications to the Ottumwa Planning Department and the Ottumwa Department of Health to review for conformity with the Proposal for Development, and all**

applicable state and local laws and regulations. The Development Agreement runs to all subsequent purchasers, owners, successors and assigns.

(b) **Development shall be completed within three (3) years of the real estate transaction closing date with the original Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.**

(c) If the subsequent Developer desires to make any change in the Proposal for Development Agreement, Developer shall submit the proposed change(s) to the City for approval. Additional development not described in this agreement may be permitted by amending the Development Agreement. Amendments to the Development Agreement are subject to approval by the Ottumwa City Council.

(d) Developer will not, prior to the completion of the improvements in the Proposal for Development, sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement or the property, or contract or agree to do any of the same without prior written approval of the City and the original Developer. All legal documents involved in effecting the transfer shall be submitted to the City for review.

The consideration payable for the transfer by the transferee shall not exceed an amount representing the actual cost (including carrying charges) to the purchaser of the property, and the improvements, if any, made thereof; it being the intent of this provision to preclude assignment of the agreement or transfer of property for profit prior to the completion of the improvements. As certificate of completion of the construction of the improvements, in accordance with this Agreement, will be issued by the Planning Department.

(e) Prior to the completion of the improvements, Developer shall not encumber any mortgage, encumbrance, or lien on the property except for the purpose of obtaining necessary funds for the improvements. **In the event Developer does not complete the improvements and redevelopment conditions set forth in this Agreement, and such failure continues for a period of sixty (60) days after the holder has been notified of the default, the purchase cost of the parcel will be refunded to Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to Developer. The deed shall contain a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer, the original Developer and/or the City at its option, may declare a termination of the estate conveyed and take title and possession.** If the Developer undertakes construction or completion of the

improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

(f) Developer shall provide evidence of compliance of the above to the City.

10. This property shall be subject to real estate taxes. Developer shall keep all tax liabilities current.

11. Except as otherwise expressly provided herein, Developer and any subsequent Developer agrees to accept the City Real Property on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein, with respect to the City Real Property, the City disclaims any and all warranties, express or implied, regarding said property and makes no warranty of merchantability or fitness of said property for any particular purpose, express or implied.

Section 2. Obligations of the City.

1. The City finds that the Project will bring businesses that add diversity to or generate new opportunities for the economy, revitalize a building that would have been condemned, and provide for employment within the community and will provide needed benefit to the general public.

(a) Within 60 days of the transfer of the real estate to Developer, the City will either pay the property taxes on said real estate through date of possession, or will waive said taxes.

2. Upon Developer's possession of the real estate, development shall be completed within three (3) years of the date the transfer of ownership is completed. If Developer shall be delayed or prevented from completing the Grant Projects by reason of acts of God, war, civil commotion, riots, strikes, lockouts, picketing or other labor disputes, inability to obtain required governmental approvals or permits, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or other causes without fault and beyond the reasonable control of Developer, then such failure to complete by the deadline shall be excused and the deadline extended for a period equivalent to the period of such delay.

3. Closing shall occur on or prior to 60 days from the date the Council approves this Development Agreement. Said real estate shall be transferred by Quit Claim Deed. Developer

shall pay the transfer costs, the preparation of any abstract and any title search Developer deems necessary.

Section 3. Representations and Warranties of the Developer.

Developer makes the following representations and warranties as of the date of this Agreement:

1. Authority. Developer is an Iowa corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any provisions of its Articles of Incorporation, By-laws, or other charter documents or the laws of the State of Iowa. This Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

2. Compliance. Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, the City's urban renewal plan and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

3. Other Agreements. To the knowledge of the Developer the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 4. Representations and Warranties of the City.

The City makes the following representations and warranties as of the date of this Agreement:

1. Authority. The City is an Iowa municipal corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any governing laws, regulations or ordinances. This Agreement constitutes the valid and legally binding agreement of the City, enforceable in accordance with its terms.

2. Other Agreements. To the knowledge of the City, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material

respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 5. Further Agreements.

1. Except as otherwise specifically provided herein, the parties hereto shall pay their own expense, including attorneys' fees, incident to the preparation and performance of this Agreement, whether or not the transaction contemplated herein is consummated.

2. Each party hereby agrees to indemnify and save the other harmless from and against any claim, settlement, cost or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending any such claim.

3. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by any addressee:

If to Developer: Kelly Reed Real Estate L.L.C.
2504 Roemer
Ottumwa, IA 52501

If to the City: Ottumwa City Administrator
105 East Third Street
Ottumwa, IA 52501

4. Any subsequent Developer shall submit information in Exhibit "B" Statement of Financial Status; which is confidential information (not for public record).

5. Developer and any subsequent Developer hereby agrees to hold the City harmless from any, and all, liability incurred as a result of developer's project on the above-described parcel. This hold harmless provision applies to any and all unknown hazardous or toxic waste clean-up and all other activities.

6. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa.

7. This Agreement to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenants hereof may be waived, only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The parties reserve the right by mutual consent to amend, modify, supersede, and cancel this Agreement, or waive the terms of conditions hereof, without the consent of any other person (natural or otherwise).

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and has caused this Agreement to be duly executed in its name and on its behalf by the officers indicated below, on or as of the day first above written.

DEVELOPER: Kelly Reed Real Estate L.L.C.

By: _____
Name: J. Kelly Reed
Title:

By: _____
Name: Lois M. Reed
Title:

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this _____ day of _____, 2019 before me, J. Kelly Reed and Lois M. 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 the said persons, who had authority on behalf of said corporation to sign said Agreement.

Notary Public in and for said State

CITY OF OTTUMWA, IOWA,
An Iowa Municipal Corporation

By: _____
Name: Matt Dalbey
Title: Mayor Pro Tem

By: _____
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who, being by me 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 and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for said State

FILED

2019 NOV 26 PM 2:03

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 3, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Deats

Department Head

Tom Szabo

City Administrator Approval

AGENDA TITLE: Resolution #256-2019. Approving the Contract for the City Wide Fire Extinguisher Services and authorizing the Mayor Pro Tem to sign the Contract.

**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 #256-2019.

DISCUSSION: Implementation of this contract will provide annual inspections, recharging, six-year maintenance checks, hydrostatic testing, parts and as-needed replacement for approximately 328 fire extinguishers within the City of Ottumwa. Facilities included are the Beach, Bridge View Center, City Hall, Fire (No. 1 & 2), Landfill, Library, Parks (cemeteries/vehicle Works (vehicles included), Recycling, Transit (vehicles included). (vehicles included). In the development of the Request for Bids, c on two occasions for review. This is a two year term contract wh be extended for two additional two-year terms.

Bids were received and opened by the City of Ottumwa on Oct request for bids were either sent out and/or downloaded from the received. After review, staff is recommending award of the contract Iowa based on the unit prices presented in their response submittal

Contract, Bid Tab, Plan Holders List, and Insurance are attached.

*Pulled from
Agenda.
Will be brought back
on 12/17/19.*

RESOLUTION #256-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE
CITY WIDE FIRE EXTINGUISHER SERVICES

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: Approval of the contract for the above referenced project with the company providing the best bid response, Summit Companies of Ottumwa, Iowa and authorizing the Mayor Pro Tem to sign.

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

CITY OF OTTUMWA, IOWA

Matt Dalbey, Mayor Pro Tem

ATTEST:

Christina Reinhard, City Clerk

City Wide Fire Extinguisher Services

Bid Tabulation

October 30, 2019

Summit	Winger	Johnson Controls
--------	--------	------------------

Annual Inspection				
City Pulled		\$ 2.50	\$ 3.50	\$ 3.75
Contractor Pulled		\$ 3.00	\$ 3.75	\$ 3.75
Weather proof tab		\$ 5.00	Incl.	Incl.
Haz. Mat'l label		\$ 5.00	Incl.	\$ 25.00

Recharging				
ABC 2 ½#, each		\$ 12.00	\$ 15.00	\$ 40.00
ABC 5#, each		\$ 15.00	\$ 20.00	\$ 55.00
ABC 10#, each		\$ 20.00	\$ 25.00	\$ 60.00
ABC 20#, each		\$ 23.00	\$ 30.00	\$ 85.00
Purple K 10#, each		\$ 25.00	\$ 25.00	\$ 205.00
Purple K 20#, each		\$ 58.00	\$ 30.00	\$ 205.00
BC 2 ½#, each		\$ 55.00	\$ 15.00	\$ 40.00
BC 5#, each		\$ 65.00	\$ 20.00	\$ 55.00
BC 10#, each		\$ 72.00	\$ 25.00	\$ 60.00
BC 20#, each		\$ 85.00	\$ 30.00	\$ 85.00
BC 30#, each		\$ 107.00	\$ 35.00	\$ 105.00
CO ₂ 5#, each		\$ 39.00	\$ 25.00	\$ 60.00
CO ₂ 10#, each		\$ 44.00	\$ 30.00	\$ 70.00
CO ₂ 15#, each		\$ 48.00	\$ 35.00	\$ 75.00
CO ₂ 20#, each		\$ 50.00	\$ 40.00	\$ 80.00

Six-Year Inspection				
ABC 2 ½#, each		\$ 11.00	\$ 15.00	\$ 45.00
ABC 5#, each		\$ 14.00	\$ 15.00	\$ 60.00
ABC 10#, each		\$ 17.00	\$ 15.00	\$ 65.00
ABC 20#, each		\$ 32.00	\$ 15.00	\$ 90.00
Purple K 10#, each		\$ 120.00	\$ 15.00	\$ 230.00
Purple K 20#, each		\$ 171.00	\$ 15.00	\$ 250.00
BC 2 ½#, each		\$ 49.00	\$ 15.00	\$ 45.00
BC 5#, each		\$ 54.00	\$ 15.00	\$ 60.00
BC 10#, each		\$ 59.00	\$ 15.00	\$ 65.00
BC 20#, each		\$ 63.00	\$ 15.00	\$ 90.00
BC 30#, each		\$ 78.00	\$ 15.00	\$ 105.00

Loaner Extinguishers	Yes	Yes	Yes
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Hydrostatic Testing				
ABC 2 ½#, each		\$ 39.00	\$ 25.00	\$ 50.00
ABC 5#, each		\$ 48.00	\$ 40.00	\$ 65.00
ABC 10#, each		\$ 52.00	\$ 57.00	\$ 70.00
ABC 20#, each		\$ 76.00	\$ 103.65	\$ 95.00
Purple K 10#, each		\$ 120.00	\$ 57.00	\$ 230.00

City Wide Fire Extinguisher Services

Bid Tabulation

October 30, 2019

Purple K 20#, each	\$ 165.00	\$ 103.65	\$ 230.00
BC 2 ½#, each	\$ 68.00	\$ 25.00	\$ 50.00
BC 5#, each	\$ 70.00	\$ 40.00	\$ 65.00
BC 10#, each	\$ 76.00	\$ 57.00	\$ 70.00
BC 20#, each	\$ 78.00	\$ 103.65	\$ 95.00
BC 30#, each	\$ 92.00	\$ 120.00	\$ 120.00
CO ₂ 5#, each	\$ 60.00	\$ 50.00	\$ 80.00
CO ₂ 10#, each	\$ 62.00	\$ 60.00	\$ 90.00
CO ₂ 15#, each	\$ 68.00	\$ 70.00	\$ 95.00
CO ₂ 20#, each	\$ 70.00	\$ 80.00	\$ 100.00

Halon Extinguishers	Yes	Yes	No

Replacement Extinguishers			
ABC 2 ½#, each	\$ 35.00	\$ 35.00	\$ 55.00
ABC 5#, each	\$ 42.00	\$ 50.00	\$ 81.00
ABC 10#, each	\$ 52.00	\$ 77.00	\$ 130.00
ABC 20#, each	\$ 70.00	\$ 123.65	\$ 250.00
Purple K 10#, each	\$ 112.00	\$ 77.00	\$ 277.00
Purple K 20#, each	\$ 438.00	\$ 123.65	\$ 377.00
BC 2 ½#, each	\$ 152.00	\$ 35.00	\$ 55.00
BC 5#, each	\$ 252.00	\$ 50.00	\$ 81.00
BC 10#, each	\$ 506.00	\$ 77.00	\$ 130.00
BC 20#, each	\$ 742.00	\$ 123.65	\$ 250.00
BC 30#, each	N/A	\$ 140.00	\$ 277.00
CO ₂ 5#, each	\$ 98.00	\$ 150.00	\$ 275.00
CO ₂ 10#, each	\$ 148.00	\$ 220.00	\$ 402.00
CO ₂ 15#, each	\$ 210.00	\$ 250.00	\$ 460.00
CO ₂ 20#, each	\$ 238.00	\$ 300.00	\$ 559.00

Restaurant Exhaust Systems			
Single Tank - Semi Annual Inspection	\$ 85.00	\$ 75.00	\$ 155.00
Double Tank-Semi Annual Inspection	\$ 135.00	\$ 75.00	\$ 220.00
Fusible Links	\$ 10.00	\$ 10.00	Incl.
Recharge: Ansul type R102	\$ 225.00	\$500 Beach/ \$1200 BVC	\$ 560.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED October 30, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2019

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

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

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Melody Krombach or Evan Murnan PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): E-MAIL ADDRESS: emurnan@hayscompanies.com														
INSURED SFP Holding, Inc. Summit Fire Protection Co. dba Summit Companies 575 Minnehaha Ave. W. St. Paul, MN 55103		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: MAXUM IND CO</td> <td>26743</td> </tr> <tr> <td>INSURER B: HARTFORD CAS INS CO</td> <td>29424</td> </tr> <tr> <td>INSURER C: STARR IND & LIAB CO</td> <td>38318</td> </tr> <tr> <td>INSURER D: HARTFORD</td> <td>29459</td> </tr> <tr> <td>INSURER E: EVANSTON INS CO/TBG</td> <td>35378</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MAXUM IND CO	26743	INSURER B: HARTFORD CAS INS CO	29424	INSURER C: STARR IND & LIAB CO	38318	INSURER D: HARTFORD	29459	INSURER E: EVANSTON INS CO/TBG	35378	INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 57836129 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLP603291202	05/01/19	05/01/20	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	41UBAQI0113	05/01/19	05/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Excludes CO & NY Work	05/01/19	05/01/20	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	41WEACD2594 (AOS)	05/01/19	05/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	100001518 (WC-MN)	05/01/19	05/01/20	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			3EN8749 (E.L.-MN)	05/01/19	05/01/20	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ALL Projects/Work Performed by the Named Insured.

General liability, Automobile liability and Excess liability policies include Additional Insured and Primary and Non-contributory coverage when there is a written contract in place that requires this coverage. General liability, Automobile liability and Excess liability and Workers Compensation policies include Waiver of Subrogation coverage when there is a written contract in place that requires this coverage. All coverages apply where applicable by law and subject to the policy(s) terms, conditions and exclusions.

CERTIFICATE HOLDER City of Ottumwa 105 E. Third Street Ottumwa, IA 52501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



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11/22/2019

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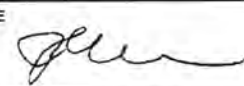
PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Melody Krombach or Evan Murnan PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): E-MAIL ADDRESS: emurnan@hayscompanies.com
INSURED SFP Holding, Inc. Summit Fire Protection Co. dba Summit Companies 575 Minnehaha Ave. W. St. Paul, MN 55103		INSURER(S) AFFORDING COVERAGE
		INSURER A: MAXUM IND CO 26743
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		INSURER F:

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A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Excludes CO & NY Work	05/01/19	05/01/20	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
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	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	AUTOMOBILE LIABILITY	X	X	41UEAQI0113	05/01/19	05/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	Excludes CO & NY Work	05/01/19	05/01/20	EACH OCCURRENCE \$ 10,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			1000585091191	05/01/19	05/01/20	AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WEACD2594 (AOS)	05/01/19	05/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	100001518 (WC-MN)	05/01/19	05/01/20	E.L. EACH ACCIDENT \$ 1,000,000
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RE: ALL Projects/Work Performed by the Named Insured.
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CERTIFICATE HOLDER City of Ottumwa 105 E. Third Street Ottumwa, IA 52501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ATTACHMENT B - CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 22 day of November, 2019 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Summit Companies hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **FIRE EXTINGUISHER SERVICES** as stated in the attached **Request for Bid. Request for Bid, signed contract, and Submittal Forms** included as part of this contract.

In the following location to wit, **various city facilities**.

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

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

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

Section 423.3 of the 2007 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **Request for Bid - Fire Extinguisher Service**, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent

and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

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

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

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

CITY OF OTTUMWA

CONTRACTOR

Matt Dalbey, Mayor Pro Tem

ATTEST:

Chris Reinhard, City Clerk

Summit Companies
Company Name


Representative Signature

630 Church St.
Company Address

Ottumwa, IA 52501
City, State, Zip

----- End of Attachment B -----

City of Ottumwa

Fire Extinguisher
Inventory

①

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	TERMINAL OUTSIDE	20LB PURPLE		NOV-2019
2	✓	✓ ✓		✓
3	TERMINAL INSIDE	10LB ABC		✓
4	✓	✓ ✓		✓
5	✓	✓ ✓		✓
6	✓	✓ ✓		✓
7	✓	✓ ✓		✓
8	✓	✓ ✓		✓
9	MAINTENANCE SHOP	20LB. ABC		SEPT-2019
10	✓ ✓	5LB ✓		✓ ✓
11	BIG HANGAR	20LB. PURPLE		✓ ✓
12	✓ ✓	10LB. ABC		✓ ✓
13	✓ ✓	✓ ✓		✓ ✓
14	✓ ✓	✓ ✓		✓ ✓
15	FUEL ISLAND	10LB. PURPLE		✓ ✓

VEHICLES

44	#731	2 1/2 LB ABC		SEPT-2019

2

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
16	FUEL ISLAND	20LB. ABC		SEPT-2019
17	FUEL ISLAND	10LB ABC		✓ ✓
18	MUSCO HANGAR	20LB ABC		MARCH-2019
19	✓ ✓	✓ ✓		✓ ✓
20	✓ ✓	10LB. ✓		✓ ✓
21	✓ ✓	10LB ✓		✓ ✓
22	✓ ✓	✓ ✓		✓ ✓
23	✓ ✓	20LB. ✓		✓ ✓
24	✓ ✓	10LB. ✓		✓ ✓
25	✓ ✓	10LB. FE 36		✓ ✓
26	✓ ✓	10LB. ABC		✓ ✓
27	ELECTRICAL VAULT	10LB. ABC		MARCH 2018
28	HELICOPTER BLDG.	10LB. ABC		SEPT-2019
29	CITY MAINT. SHOP	10LB. ABC		✓ ✓
30	✓ ✓	✓ ✓		✓ ✓

VEHICLES

31	#729	5LB. ABC		SEPT-2019
32	#158	5LB. ABC		OCT-2019
33	#730	5LB. ABC		SEPT-2019
34	#721	2½LB ABC		SEPT 2019
35	#204	5LB. ABC		✓ ✓
36	#720	✓ ✓		✓ ✓

3.

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
37	BOX HANGAR #1	10LB. ABC		SEPT 2019
38	✓ #2	✓ ✓		✓
39	✓ #	✓ ✓		✓
40	WELDING-CART-SHOP	5LB. ✓		JULY-2019
41	CITY MAINT. SHOP	10LB. ✓		SEPT-2019
42	✓ ✓	✓ ✓		✓ ✓
43	✓ ✓	10LB. ✓		OCT-2019
44	FUEL FARM	20LB ABC		h h

FIRE EXTINGUISHER CHECKLIST - BVC

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	Elevator Hallway	5lb, ABC	New, year old	6/1/2019
2	Conference room Service Hall	5lb, ABC	New, year old	6/1/2019
3	Exhibit Hall Service Hallway	5lb, ABC	New, year old	6/1/2019
4	Exhibit hall storage maintenace	5lb, ABC	New, year old	6/1/2019
5	Kitchen	10lb, K	Good	6/1/2019
6	Kitchen	10lb, K	Good	6/1/2019
7	Exhibit Hall Loading Dock	5lb, ABC	New, year old	6/1/2019
8	Exhibit Hall C South wall	10lb,ABC	Good	6/1/2019
9	Exhibit Hall C North Wall	10lb,ABC	Good	6/1/2019
10	Exhibit Hall B north wall	10lb,ABC	good	6/1/2019
11	Exhibit Hall B North Wall	10lb,ABC	Good	6/1/2019
12	Exhibit Hall B South Wall	10lb,ABC	Good	6/1/2019
13	Exhibit Hall A SW Wall	10lb,ABC	Good	6/1/2019
14	Exhibit Hall A North Wall	10lb,ABC	Good	6/1/2019
15	Exhibit Hall Lobby East Side	5lb, ABC	New, year old	6/1/2019
16	Exhibit Hall Lobby South Center	5lb, ABC	New, year old	6/1/2019

17	Exhibit Hall Lobby West side	5lb, ABC	New, year old	6/1/2019
18	Theater lobby East side	5lb, ABC	New, year old	6/1/2019
19	North Theater vestibule	5lb, ABC	New, year old	6/1/2019
20	North Theater vestibule	5lb, ABC	New, year old	6/1/2019
21	East Theater Vestibule	5lb, ABC	New, year old	6/1/2019

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
22	Orchestra Pit	5lb, ABC	New, year old	6/1/2019
23	Scene Shop	5lb, ABC	New, year old	6/1/2019
24	Theater Loading dock	5lb, ABC	New, year old	6/1/2019
25	Upstage theater wall	5lb, ABC	New, year old	6/1/2019
26	Upstage theater wall	5lb, ABC	New	6/1/2019
27	Theater service hallway East side	5lb, ABC	New, year old	6/1/2019
28	Upstairs Office Area	5lb, ABC	New, year old	6/1/2019
29	Upstairs Storage Room	5lb, ABC	New, year old	6/1/2019
30	Theater Tech Booth	5lb, ABC	New, year old	6/1/2019
31	Mechanical Room Storage	5lb, ABC	New	6/1/2019
32	Upstairs Mechanical Area	5lb, ABC	New, year old	6/1/2019
33	Upstairs Mechanical Area	5lb, ABC	New, year old	6/1/2019
34	Upstairs Mechanical Area	5lb, ABC	New, year old	6/1/2019

OTTUMWA FIRE DEPARTMENT

FIRE EXTINGUISHERS

September 24, 2019

#2 ½ ABC—3

#5 ABC—3

#10 ABC—6

#10 Purple K—2

#20 ABC—7

#20 Carbon Dioxide—3

#20 Pressurized Water—4 *TYPE A*

#20 Purple K—5

Total #33

FIRE EXTINGUISHER CHECKLIST

PARKS

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
	Parks Maintenance			
	North Entrance wall	ABC Dry Chem	2016	
	East Entrance wall	ABC Dry Chem	2016	
	South Storage room	ABC Dry Chem	2016	

Type
SI
"1
"1

Suggested - Break-room (stove)

FIRE EXTINGUISHER CHECKLIST - PUBLIC WORKS

BUILDINGS

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	550 GateWAY	ABC 8lb. 130Z	New	Nov. 2018
2	550 GateWAY	ABC 8lb 130Z	New	Nov. 2018
3	550 GateWAY	ABC 17lb ³ 0Z	New	Nov. 2018
4	550 GateWAY	ABC 17lb. 20Z	New	Nov. 2018
5	550 GateWAY	ABC 17lb. 20Z.	New	Nov. 2018
6	550 GateWAY	ABC 17lb 20Z	New	NOV. 2018
7	550 GateWAY	ABC 17lb 20Z.	New	NOV. 2018
8	550 GateWAY	ABC 17lb 20Z	New	NOV. 2018
9	550 GateWAY	ABC 17lb 20Z.	New	Nov. 2018
10	1010 GateWAY	ABC 17lb 20Z.	New	NOV. 2018
11	1010 GateWAY	ABC 17lb 20Z.	New	NOV. 2018
12	1010 GateWAY ^{Gas Pump}	ABC 17lb 20Z.	New	NOV. 2018
13	550 GateWAY	ABC 17lb 20Z.	New	NOV. 2018

Street Dept.
FIRE EXTINGUISHER CHECKLIST

No.	Vehicle # Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
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VEHICLES

	18	ABC 2 1/2 lb	Charged	June - 2013
	220	ABC 2 1/2 lb	Charged	NOV - 2000
	215	ABC 5 lb	Charged	NOV - 2000
	208	ABC 2 1/2 lb	Charged	N/A
	78	ABC 5 lb	Charged	11-1-17
	130	ABC 5 lb	Charged	NOV - 2015
	131	ABC 2 1/2 lb	Charged	N/A
	30	ABC 2 1/2 lb	Charged	N/A
	144	BC ?	?	N/A
	29	BC ?	Charged	N/A
	186	ABC 2 1/2 lb	Charged	N/A
	32	ABC 5 1/2 lb	Charged	NOV - 2000
	248	ABC 2 1/2 lb	Charged	N/A
	117	ABC 5 lb	Charged	N/A
	214	BC 3 lb	Charged	N/A
	36	ABC 2 1/2 lb	Charged	NOV - 2000
	187	ABC 5 lb	Charged	NOV - 2000

FIRE EXTINGUISHER CHECKLIST - *RECYCLING*

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	Far west end of the office area	ABC size 10#	Good	12/1/2018
2	Just inside the overhead door at the west end of the building on the right side as your facing east	ABC size 10#	Good	Dec-18
3	Just outside off door to plant R side	ABC size 10#	Good	Dec-18
4	Sort Line	ABC size 10#	Good	Dec-18
5	To the Left of the main baler	ABC size 10#	Good	Dec-18
6	Next to the door to the compactor	ABC size 10#	Good	Dec-18
7	To the Right of the main baler		Good	Nov-18
8	West end of the Warehouse	ABC size 10#	Good	Dec-18
9	East end of Warehouse by the tire machine	ABC size 10#	Good	Dec-18
10	By rechargeable battery shelves in the Warehouse	D size 30#	Good	Dec-18
11	Appliance Demanufacturing Building	ABC size 10#	Good	Dec-18
12	RCC Building (haz waste)	ABC size 10#	Good	Dec-18
13	Outside Main Building Northside of Overhead Door on the Left side as you face the door	ABC size 10#	Good	Dec-19

VEHICLES

1	Behind the seat	ABC size?	Still within the date	From Walmart

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	710	ABC 5#	Good	10-18
1	1210	ABC 5#	Good	10-18
	219	ABC 5#	Good	New
	112	ABC 5#	Good	10-18
	117	ABC 5#	Good	New
	510	ABC 5#	Good	10-18
1	610	ABC 5#	Good	11-17
1	810	ABC 5#	Good	11-17
1	910	ABC 5#	Good	10-18
1	319	ABC 5#	Good	New

FIRE EXTINGUISHER CHECKLIST

WPCF

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
1	Control Room	10 lbs - ABC		
2	Control Room Back Door	20 lbs - ABC		
3	Heat Exch. Room Back Door	20 lbs - ABC		
4	Parts Room - south Door	20 lbs - ABC		
5	Shop South Door	20 lbs - ABC		
6	Shop North Door	20 lbs - ABC		
7	Recirculation Building	20 lbs - ABC		
8	Lower Shed	20 lbs - ABC		
20	Airport Plant (upstairs)	20 lbs - ABC		
21	Airport Plant (downstairs)	20 lbs - ABC		
22	Lab North Door Hall	10 lbs - ABC		
23	Lab West Door	10 lbs - ABC		
24	Lab Hall	10 lbs - ABC		
25	Break Room	2 1/2 lbs - ABC		
26	Office Hall	10 lbs - ABC		

VEHICLES

9	Bobcat	2 1/2 lbs - ABC		
18	Truck #20	2 1/2 lbs - ABC		
	Sewer Jet #24	2 1/2 lbs - ABC		
	Case Tractor #27	2 1/2 lbs - ABC		
13	International/Single #97	2 1/2 lbs - ABC		
15	Truck #45	2 1/2 lbs - ABC		

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
	Kut Kwick #98	2 1/2 lbs - ABC		
17	Van #108	2 1/2 lbs - ABC		
47	Tandem International #124	2 1/2 lbs - ABC		
	Ferris mower #126	2 1/2 lbs - ABC		
19	Truck #198	2 1/2 lbs - ABC		
	Dump Truck # 216	2 1/2 lbs - ABC		
	Truck #224	2 1/2 lbs - ABC		
39	Truck #251	2 1/2 lbs - ABC		
16	Truck #254	2 1/2 lbs - ABC		
43	Truck #258	2 1/2 lbs - ABC		

HEADWORKS BUILDING

27	Sludge Pump Room	10 lbs - ABC		
28	Caustic Room	10 lbs - ABC		
29	Sludge Press Room	10 lbs - ABC		
30	Garage Load Out	10 lbs - ABC		

GRIT ROOM

31	East Door	10 lbs - ABC		
32	West door Upper	10 lbs - ABC		
33	West Door Lower	10 lbs - ABC		
34	Control room	10 lbs - ABC		
35	Elm St. - Grit Building	10 lbs - ABC		
41	Elm St. - Pump Building	10 lbs - ABC		

FIRE EXTINGUISHER CHECKLIST

No.	Location of Extinguisher	Type/Size ABC	Condition	Date of List Inspector/Serv. Insp.
36	Blower Building - Lab	10 lbs - ABC		
37	Generator Building	10 lbs - ABC		
38	Elm St. Drag Line	2 1/2 lbs - ABC		
44	Walnut	10 lbs - ABC		
45	Orchard	10 lbs - ABC		
46	Finley	10 lbs - ABC		
48	Alta Vista	10 lbs - ABC		
49	Fairport Sanitary	10 lbs - ABC		
50	Grandview	10 lbs - ABC		
51	Madison	10 lbs - ABC		
52	Moore St.	10 lbs - ABC		
53	Richmond	10 lbs - ABC		
54	Quincy	2 1/2 lbs - ABC		
55	Gateway	10 lbs - ABC		
56	Beach-Lagoon	10 lbs - ABC		
57	Mary St. Pump Station	10 lbs - ABC		

FILED

2019 NOV 19 PM 2:02

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 3, 2019

Christina Reinhard *cjr*

Prepared By

Mayor /City Admin

Department Head

Administration

Department



Interim City Administrator Approval

AGENDA TITLE: Resolution No. 259-2019, of Support and Financial Commitment for the Main Street Ottumwa Program.

RECOMMENDATION: Pass and adopt Resolution No. 259-2019.

DISCUSSION: The City of Ottumwa has supported the Ottumwa Main Street Program financial and with other city support for many years. It is an Iowa Main Street requirement that the City of Ottumwa Council approve a resolution of support and financial assistance for Ottumwa Main Street in order to continue with the program. Main Street has been involved with the creation of the Market on Main, Walk on Art Street, Lights of Love Holiday Tree Lighting Festival, Canteen Alley, small business Saturday Snowball Drop, Around Town Downtown Holiday Tour of Homes, Witch Way to Main event, Facade Improvements for many downtown buildings, Lunch in the Park and many other downtown promotions. There is much value in continuing this program and the city benefits by adopting the resolution for the State of Iowa Main Street to continue to support our local effort.

Source of Funds: West Gate TIF

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 259-2019

A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET OTTUMWA PROGRAM

WHEREAS, an Agreement between the Iowa Economic Development Authority (IEDA), Main Street Ottumwa (MSO) and the City of Ottumwa for the purpose of continuing the Main Street Iowa Program, and;

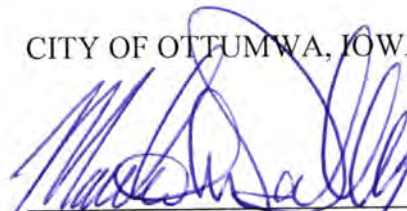
WHEREAS, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Ottumwa, Iowa, and;

WHEREAS, the City Council of Ottumwa, Iowa, endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: agrees to support both financially and philosophically the work of Main Street Ottumwa, designates the Board of Directors of Main Street Ottumwa to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street Board of Directors. The source of funds to support Main Street Ottumwa will be from West Gate TIF.

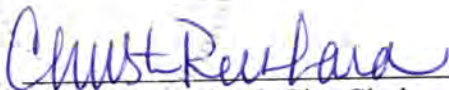
APPROVED, PASSED, AND ADOPTED, this 3rd day of December 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

Main Street Iowa Program Agreement

Agreement # PS20-G300-MSI-43

Effective Dates: January 1, 2020 – December 31, 2021

Agreement between the Iowa Economic Development Authority, the City of Ottumwa and Main Street Ottumwa for the purpose of continuing the Main Street Program in Ottumwa.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Ottumwa herein referred to as the "City", and Main Street Ottumwa herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2006 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the program's annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: www.mainstreet.org
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program

must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a "Designated Main Street Network" membership with Main Street America.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, (1) copy of the Executive Director's current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
 - a. The Local Main Street Program and City will be notified of non-compliance with an "Initial Warning" and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
 - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
 - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

SECTION II. The CITY agrees to:

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

SECTION III. The IEDA agrees to:

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of twenty-four months, beginning January 1, 2020 and ending December 31, 2021. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY:  12-3-19
(Mayor Signature) (Date)

Tom X. Lazio Ottumwa, Iowa
(Mayor Printed Name) (City)

BY:  10/24/19
(Board President Signature) (Date)

Bradley J. Grefe Main Street Ottumwa
(Board President Printed Name) (Local Main Street Program)

BY: _____
Deborah V. Durham, Director (Date)
Iowa Economic Development Authority

FILED

2019 NOV 19 PM 3:42

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: December 3, 2019

ITEM NO. _____

Joni Keith

Prepared By

Joni Keith
Christina Reinhard

Christina Reinhard

Department Head

City Clerk

Department

Tom X. Lazio
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approve Resolution #260-2019 setting the license fees for dogs effective January 1, 2020.

RECOMMENDATION: Pass and adopt Resolution #260-2019.

DISCUSSION: The City has entered into an agreement with Heartland Humane Society to act as the City's animal shelter. All qualifying dogs that are picked up by City Police are taken to the Heartland Humane Society and if not claimed by the dog's owner then the dog will be adopted out by the Shelter. To assist in the funding of the shelter's operations, staff is recommending that the dog license fees be increased by \$5 effective January 1, 2020. That \$5 will be paid to the Heartland Humane Society to be used specifically for the shelter's operating expenses. The fees will be paid quarterly as directed by the City Finance Department. It is anticipated that approximately 2,000 dogs are licensed within the city annually. This would generate approximately \$10,000 to Heartland for its operations. All city residents will continue to license their dogs knowing that the fees are paid to Heartland directly. It should be noted that the criminal charge plus court costs and surcharge for a total fine of \$161.25.

*Pulled from
Agenda.
Will be presented
during special mtg
in December*

RESOLUTION NO. 260-2019

A RESOLUTION SETTING DOG LICENSE FEES EFFECTIVE JANUARY 1, 2020.

WHEREAS, the Ottumwa City Council proposes to set the Dog License Fees pursuant to Section 7-45 of the Municipal Code of the City of Ottumwa, Iowa, with said Resolution effective January 1, 2020; and

WHEREAS, the City's current animal shelter is Heartland Humane Society, which takes the City's lost and abandoned dogs from City Police Officers and other citizens, providing them shelter until owners claim the dog or the dog is adopted; and

WHEREAS, by increasing the dog licensing fees and directing the increased fee portion only to go to Heartland Humane Society, the City can ensure that these dog licensing fees help to fund the ongoing administration and operating expenses of the Shelter.

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

That effective January 1, 2020, the dog license fees are \$10 per spayed or neutered adult dog, four months of age and older, with a late fee of \$5 if not paid prior to February 1 of each year. Dog license fees are \$20 for each dog four months of age or older that is not spayed or neutered. \$5 of each dog license fees shall be forwarded to the City's designated animal shelter, which is currently the Heartland Humane Society, on a quarterly basis, as determined by the City Finance Department, to be specifically used for operating expenses of said animal shelter. Replacement dog tags are \$1 each. Said fees will remain in effect until further modified by Council Resolution.

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

CITY OF OTTUMWA, IOWA

By _____
Matt Dalbey, Mayor Pro Tem

ATTEST:

Christina Reinhard, City Clerk

FILED

2019 NOV 25 AM 8:24

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 3, 2019

Planning & Development
Department

Jody Gates

Prepared By

Kevin C Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 263 - 2019, a resolution accepting the work as final and complete, approving change orders and approving release of retainage to RG Construction of Ottumwa, Iowa for the 2018 Upper-Story Housing Pilot Project for the 300-Block of East Main Street, CDBG #18-OT-001.

****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. 263 - 2019

DISCUSSION: This project to create upper-story housing units in buildings 303, 305, 315, and 320 E. Main St. is substantially complete and the contractor has submitted their pay request for retainage in the amount of \$43,603.87. Bradley Grefe, the grant administrator, will present a review of the project. This resolution approves all the change orders, accepts the project as complete, and releases the retainage.

Source of Funds: 141-5-553

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 263 - 2019

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING RELEASE OF RETAINAGE TO RG CONSTRUCTION OF OTTUMWA, IOWA FOR THE 2018 UPPER-STORY HOUSING PILOT PROJECT IN THE 300-BLOCK OF EAST MAIN STREET, CDBG #18-OT-001

WHEREAS, the Ottumwa City Council accepted bids for the above referenced project and awarded the contract to RG Construction in the amount of \$1,001,751.40; and

WHEREAS, Change Orders decreased the contract amount by \$25,901.97 for a total contract sum of \$975,849.43; and

WHEREAS, the attached Change Orders are approved by the Ottumwa City Council; and

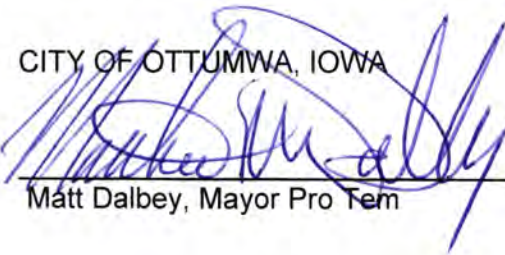
WHEREAS, the project is now determined to be substantially complete by the Architect and has been accepted by IEDA.

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

The Upper-Story Housing Pilot Project in the 300-Block of East Main Street, CDBG #18-OT-001 is accepted as complete and authorization is given to release all retainage to RG Construction of Ottumwa, Iowa in the amount of \$43,603.87.

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

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 SUB-CONTRACTOR
 OTHER

PROJECT: 2018 Ottumwa Upper Story Housing
 Pilot Project - 303, 305, 315, & 320
 Ottumwa, IA 52501

CHANGE ORDER NUMBER: 8
 DATE: 11/18/2019
 ARCHITECT'S PROJECT: Upper Story Pilot

TO CONTRACTOR: RG Construction
 215 East 4th Street
 Ottumwa, IA 52501

CONTRACT DATE: 10/22/2018
 CONTRACT FOR: \$1,001,751.40

The Contract is changed as follows:

303/305: (\$15,791.79)
 315: \$3,212.17
 320: (\$13,322.35)
 (\$25,901.97)

The original Contract Sum was	\$1,001,751.40
Net change by previously authorized Change orders:	50.00
The Contract Sum prior to this Change order was	\$1,001,751.40
The Contract Sum will be decreased by this Change Order in the amount of:	-\$25,901.97
The new Contract Sum including this Change order will be:	\$975,849.43

The Contract Time will be unchanged, therefore,
 the date of Substantial Completion as of the date of this Change Order is 9/20/2019.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Curtis Architecture & Design	RG Construction, LLC	City of Ottumwa
Architect (Firm Name)	Contractor (Firm Name)	Owner (Firm Name)
223 East Main Street	215 East 4th Street	105 East Third Street
Address	Address	Address
Ottumwa, IA 52501	Ottumwa, IA 52501	Ottumwa, IA 52501
SIGNED 	SIGNED 	SIGNED 
BY: Rodney Curtis	BY: Rod Grooms	BY (print): Tom X. HAZO
DATE: 12/3/19	DATE: 11/18/2019	DATE: 12-3-19

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987



ROD GROOMS—OWNER
 215 E. FOURTH STREET
 OTTUMWA, IA 52501
 WWW.RGCONSTRUCTIONCOMPANY.COM
 ROD@RGCONSTRUCTIONCOMPANY.COM
 PHONE: 841.954.8888
 FAX: 841.316.8181

City of Ottumwa
Upper-Story Housing Pilot Project
CDBG # 18-OT-001

MASTER PROJECT COST SUMMARY														
PROJECT # 18-OT-001			INVOICE SUMMARY				ACTIVITY 1 - HOUSING RECONSTRUCTION				ADMINISTRATION - AREA 15 RPC			
PAVEE	INVOICE NUMBER	INVOICE DATE	PAY REQUEST	TOTAL INVOICE	CDBG SHARE	LOCAL SHARE	CDBG BALANCE	LOCAL BALANCE	LOCAL SHARE BREAKDOWN	CDBG SHARE	CITY SHARE	CDBG BALANCE	CITY BALANCE	
Approved Budget	0	03/29/18	1-13	\$ 1,109,788.00	43.53%	56.47%	\$ 470,000.00	\$ 609,788.00	\$ 25,000.00	100.00%	0.00%	\$ 30,000.00	\$ -	
Budget Amendment	1	11/20/19	14	\$ 1,057,460.28	45.74%	54.26%	\$ 470,000.00	\$ 557,460.28	\$ 25,000.00	100.00%	0.00%	\$ 30,000.00	\$ -	
Area 15 RPC	796	05/31/18	1	\$ 1,135.60			\$ 470,000.00	\$ 557,460.28		\$ 1,135.60		\$ 28,864.40	\$ -	
Area 15 RPC	788	06/30/18	1	\$ 4,904.19			\$ 470,000.00	\$ 557,460.28		\$ 4,904.19		\$ 23,960.21	\$ -	
Area 15 RPC	808	07/31/18	1	\$ 2,973.40			\$ 470,000.00	\$ 557,460.28		\$ 2,973.40		\$ 20,986.81	\$ -	
Area 15 RPC	817	08/31/18	2	\$ 3,679.34			\$ 470,000.00	\$ 557,460.28		\$ 3,679.34		\$ 17,307.47	\$ -	
Area 15 RPC	822	09/30/18	3	\$ 1,049.03			\$ 470,000.00	\$ 557,460.28		\$ 1,049.03		\$ 16,258.44	\$ -	
Area 15 RPC	836	10/31/18	4	\$ 2,388.23			\$ 470,000.00	\$ 557,460.28		\$ 2,388.23		\$ 13,870.21	\$ -	
Area 15 RPC	842	11/30/18	4	\$ 2,262.12			\$ 470,000.00	\$ 557,460.28		\$ 2,262.12		\$ 11,608.09	\$ -	
RG Construction	1	11/26/18	4	\$ 50,734.75	23.80%	26.93%	\$ 446,195.26	\$ 530,530.27	\$ 1,268.37	\$ 25,000.00	\$ 25,000.00	\$ 532,460.28	\$ -	
RG Construction	2	12/26/18	5	\$ 74,800.15	35.09%	39.70%	\$ 411,099.02	\$ 490,826.36	\$ 1,870.01	\$ 37,833.90	\$ 37,833.90	\$ 511,608.09	\$ -	
Area 15 RPC	850	12/31/18	6	\$ 3,391.30			\$ 411,099.02	\$ 490,826.36		\$ 3,391.30		\$ 8,216.79	\$ -	
RG Construction	3	01/25/19	6	\$ 115,432.96	54.16%	61.27%	\$ 356,937.87	\$ 429,554.55	\$ 2,885.82	\$ 58,385.99	\$ 58,385.99	\$ 8,216.79	\$ -	
Wapello County Recorder	1	01/03/19	6	\$ 304.00		\$ 304.00	\$ 356,937.87	\$ 429,554.55	\$ 304.00	\$ 304.00	\$ 304.00	\$ 8,216.79	\$ -	
Curtis Architecture	1808-1	05/03/18	6	\$ 17,000.00		\$ 17,000.00	\$ 356,937.87	\$ 429,554.55		\$ 17,000.00		\$ 8,216.79	\$ -	
Curtis Architecture	1808-2	06/01/18	6	\$ 10,892.00		\$ 10,892.00	\$ 356,937.87	\$ 429,554.55		\$ 10,892.00		\$ 8,216.79	\$ -	
Curtis Architecture	1808-3	09/04/18	6	\$ 2,969.85		\$ 2,969.85	\$ 356,937.87	\$ 429,554.55		\$ 2,969.85		\$ 8,216.79	\$ -	
Curtis Architecture	1808-4	10/01/18	6	\$ 2,000.00		\$ 2,000.00	\$ 356,937.87	\$ 429,554.55		\$ 2,000.00		\$ 8,216.79	\$ -	
Curtis Architecture	1808-5	01/02/19	6	\$ 1,200.00		\$ 1,200.00	\$ 356,937.87	\$ 429,554.55		\$ 1,200.00		\$ 8,216.79	\$ -	
Environmental Edge	3175	09/10/18	6	\$ 2,030.00		\$ 2,030.00	\$ 356,937.87	\$ 429,554.55		\$ 2,030.00		\$ 8,216.79	\$ -	
Datwyler Inspection	08-08-18-01	08/08/18	6	\$ 500.00		\$ 500.00	\$ 356,937.87	\$ 429,554.55		\$ 500.00		\$ 8,216.79	\$ -	
Area 15 RPC	865	01/31/19	7	\$ 5,823.36			\$ 356,937.87	\$ 429,554.55		\$ 5,823.36		\$ 2,393.43	\$ -	
RG Construction	4	02/25/19	7	\$ 87,046.33	40.82%	46.20%	\$ 316,095.74	\$ 346,454.50	\$ 2,176.16	\$ 44,028.04	\$ 44,028.04	\$ 2,393.43	\$ -	
Area 15 RPC	867	02/28/19	8	\$ 2,393.43			\$ 316,095.74	\$ 346,454.50		\$ 2,393.43		\$ -	\$ -	
RG Construction	5	03/25/19	8	\$ 59,374.29	27.85%	31.51%	\$ 288,237.32	\$ 314,938.63	\$ 1,484.36	\$ 30,031.51	\$ 30,031.51	\$ -	\$ -	
Element Group LLC*	37365	12/28/18	9	\$ 2,125.00		\$ 2,125.00	\$ 288,237.32	\$ 314,938.63		\$ 2,125.00		\$ -	\$ -	
Element Group LLC	37386	12/31/18	9	\$ 2,638.34		\$ 2,638.34	\$ 288,237.32	\$ 314,938.63		\$ 2,638.34		\$ -	\$ -	
Element Group LLC*	38522	04/04/19	9	\$ 2,638.33		\$ 2,638.33	\$ 288,237.32	\$ 314,938.63		\$ 2,638.33		\$ -	\$ -	
RG Construction	6	04/24/19	9	\$ 130,089.41	60.80%	69.28%	\$ 227,432.64	\$ 238,252.23	\$ 3,217.79	\$ 66,066.94	\$ 66,066.94	\$ -	\$ -	
RG Construction	7	05/28/19	10	\$ 146,742.92	68.38%	78.35%	\$ 159,047.63	\$ 159,894.32	\$ 3,637.51	\$ 74,720.40	\$ 74,720.40	\$ -	\$ -	
RG Construction	8	06/25/19	11	\$ 111,609.62	55.47%	56.13%	\$ 103,569.20	\$ 103,763.14	\$ 2,950.98	\$ 53,180.20	\$ 53,180.20	\$ -	\$ -	
RG Construction	9	07/26/19	12	\$ 74,114.32	35.13%	38.97%	\$ 68,432.00	\$ 67,786.02	\$ 1,869.00	\$ 37,108.12	\$ 37,108.12	\$ -	\$ -	
RG Construction	10	08/23/19	13	\$ 82,300.81	34.76%	47.53%	\$ 33,670.80	\$ 17,246.40	\$ 1,849.00	\$ 45,690.62	\$ 45,690.62	\$ -	\$ -	
Curtis Architecture	1808-6	03/01/19	14	\$ 1,200.00		\$ 1,200.00	\$ 33,670.80	\$ 16,046.40		\$ 1,200.00		\$ -	\$ -	
Curtis Architecture	1808-7	04/03/19	14	\$ 1,200.00		\$ 1,200.00	\$ 33,670.80	\$ 14,846.40		\$ 1,200.00		\$ -	\$ -	
Curtis Architecture	1808-8	07/01/19	14	\$ 1,200.00		\$ 1,200.00	\$ 33,670.80	\$ 13,646.40		\$ 1,200.00		\$ -	\$ -	
Curtis Architecture	1808-9	09/04/19	14	\$ 1,200.00		\$ 1,200.00	\$ 33,670.80	\$ 12,446.40		\$ 1,200.00		\$ -	\$ -	
Curtis Architecture	1808-10	11/04/19	14	\$ 2,000.00		\$ 2,000.00	\$ 33,670.80	\$ 10,446.40		\$ 2,000.00		\$ -	\$ -	
Element Group LLC	40316	08/14/19	14	\$ 2,638.33		\$ 2,638.33	\$ 33,670.80	\$ 7,808.07		\$ 2,638.33		\$ -	\$ -	
Element Group LLC*	37365	12/28/18	14	\$ (2,125.00)		\$ (2,125.00)	\$ 33,670.80	\$ 9,933.07		\$ (2,125.00)		\$ -	\$ -	
RG Construction	11	11/18/19	14	\$ 43,603.87	33.67%	9.93%	\$ 9,933.07	\$ (0.00)	\$ 1,791.00	\$ 8,142.07	\$ 8,142.07	\$ -	\$ -	
PROJECT COST SUMMARY				TOTAL COSTS TO DATE			\$ 1,057,460.28	\$ 557,460.28	\$ 25,000.00	\$ 30,000.00	\$ 532,460.28	\$ 30,000.00	\$ -	
				CDBG SHARE OF ACTIVITY			\$ 470,000.00	\$ 470,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ -	
				LOCAL SHARE OF ACTIVITY			\$ 557,460.28	\$ 557,460.28	\$ 0.00%	\$ 0.00%	\$ 0.00%	\$ 0.00%	\$ -	
				TOTAL LESS CDBG ADMIN.			\$ 1,027,460.28	\$ 557,460.28	\$ 0.00%	\$ 0.00%	\$ 0.00%	\$ 0.00%	\$ -	

*Credit for invoice 37365 was applied to invoice 38522. That invoice was supposed to go to the contractor but was sent to and paid by the owner.



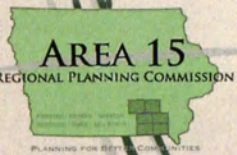
12/03/19


Upper-Story Housing Pilot Project 300-Block E. Main St. in Ottumwa

Bradley J. Grefe | *Senior Planner*

About the Project

- ▶ 5 new rental units in 4 un-occupiable upper-level spaces within the Main Street Ottumwa district
- ▶ Funding Partners:
 - ▶ IEDA Pilot Project through CDBG Opportunities & Threats Program
 - ▶ City of Ottumwa (Developer)
 - ▶ Rippling Waters Property Development (Owner)
 - ▶ Alliant Energy (Hometown Rewards & Rebates)
- ▶ Other Partners:
 - ▶ Curtis Architecture & Design (Design Development & CO)
 - ▶ RG Construction (General Contractor)
 - ▶ Main Street Ottumwa (Volunteering/General Support)
 - ▶ Area 15 RPC (Grant Writing & Administration)





Project Development & Timeline

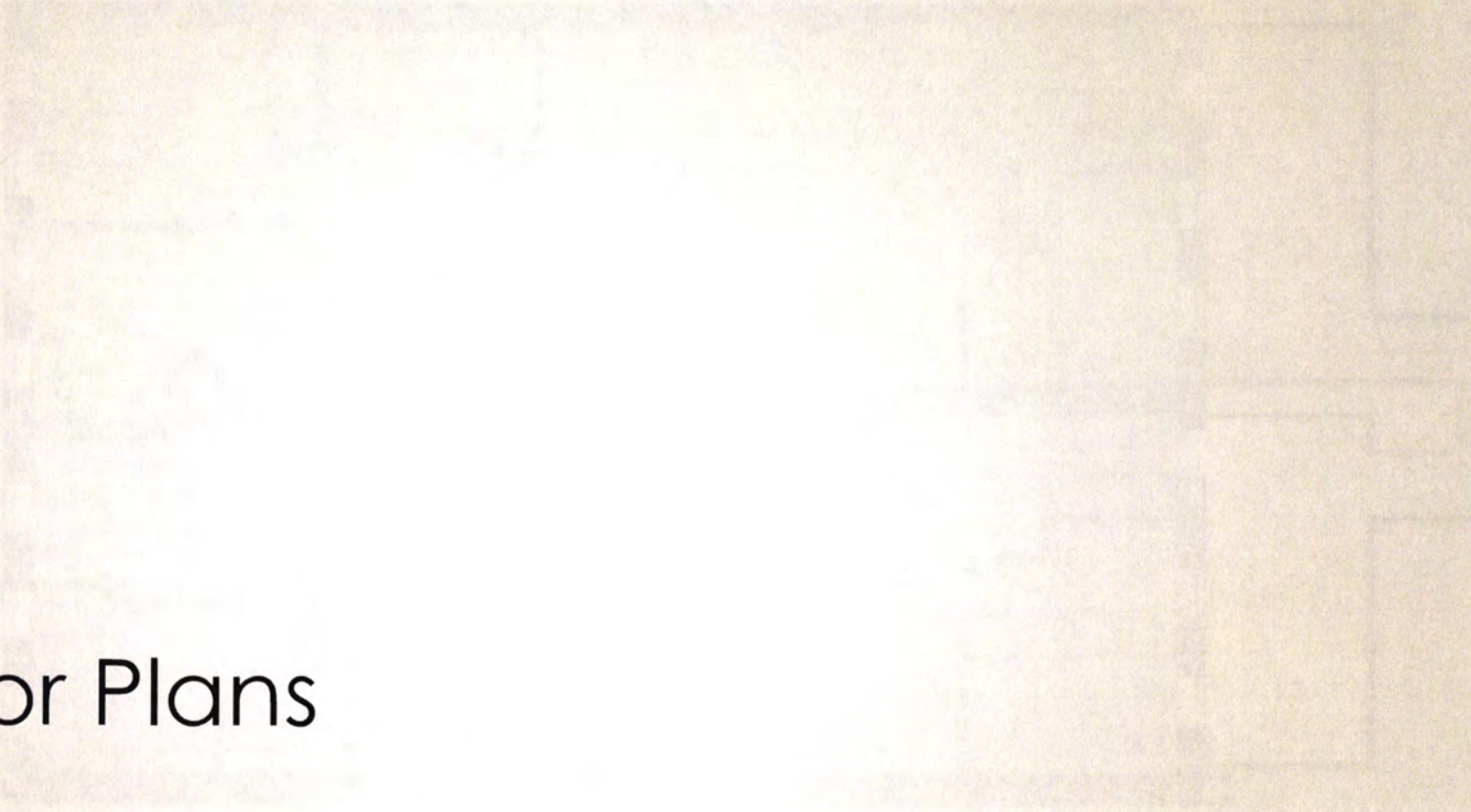
- 2017
 - August – IEDA pitched at Iowa Downtown Conference
 - October – RPC submitted 4 potential projects for pre-app
- 2018
 - January – Invited for full application
 - February – Completed & submitted full application
 - March-April – CDBG Award & Contract
 - May-July – Environmental Review/Section 106 Review
 - August-September – Bid Letting/Contracts
 - October – Begin Construction
- 2019
 - April – 50% Billed/SOFA Hearing
 - October – All Units Substantially Complete
 - November – Finish Punch-list Items
 - December – Project Closeout

Final Project Costs

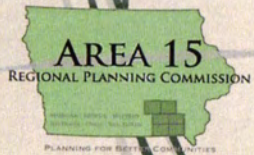
Activity	Amount	Source of Funds	Amount
Construction	\$975,849	RWPD	\$532,460
Architect	\$40,862	CDBG	\$500,000
Testing Fees	\$2,530	City of Ottumwa	\$25,000
Recording Fees	\$304	Alliant Energy	\$5,700
HERS Rater	\$7,915		
Administration	\$30,000		
Total	\$1,057,460	Total	\$1,057,460

Construction Cost: ~ \$195,170/unit

Building Address	Base Amount	Contingency Allowance	Cost Adjustment	Final Amount
303/305 E. Main	\$428,205.93	\$34,256.47	(\$15,791.79)	\$446,670.61
315 E. Main	\$262,619.44	\$21,009.56	\$3,212.17	\$286,841.17
320 E. Main	\$236,722.22	\$18,937.78	(\$13,322.35)	\$242,337.65
Total	\$927,547.59	\$74,203.81	(\$25,901.97)	\$975,849.43



Floor Plans



303 & 305 E. Main

303: One 3-Bedroom Unit (1,300 SF)
305: One 3-Bedroom Unit (1,400 SF)



315 & 320 E. Main

315: One 2-Bedroom Unit (1,100 SF)
320: Two 1-Bedroom Units (800 SF ea.)





Comparison Photos

303 E. Main (2018)



303 E. Main (Construction)



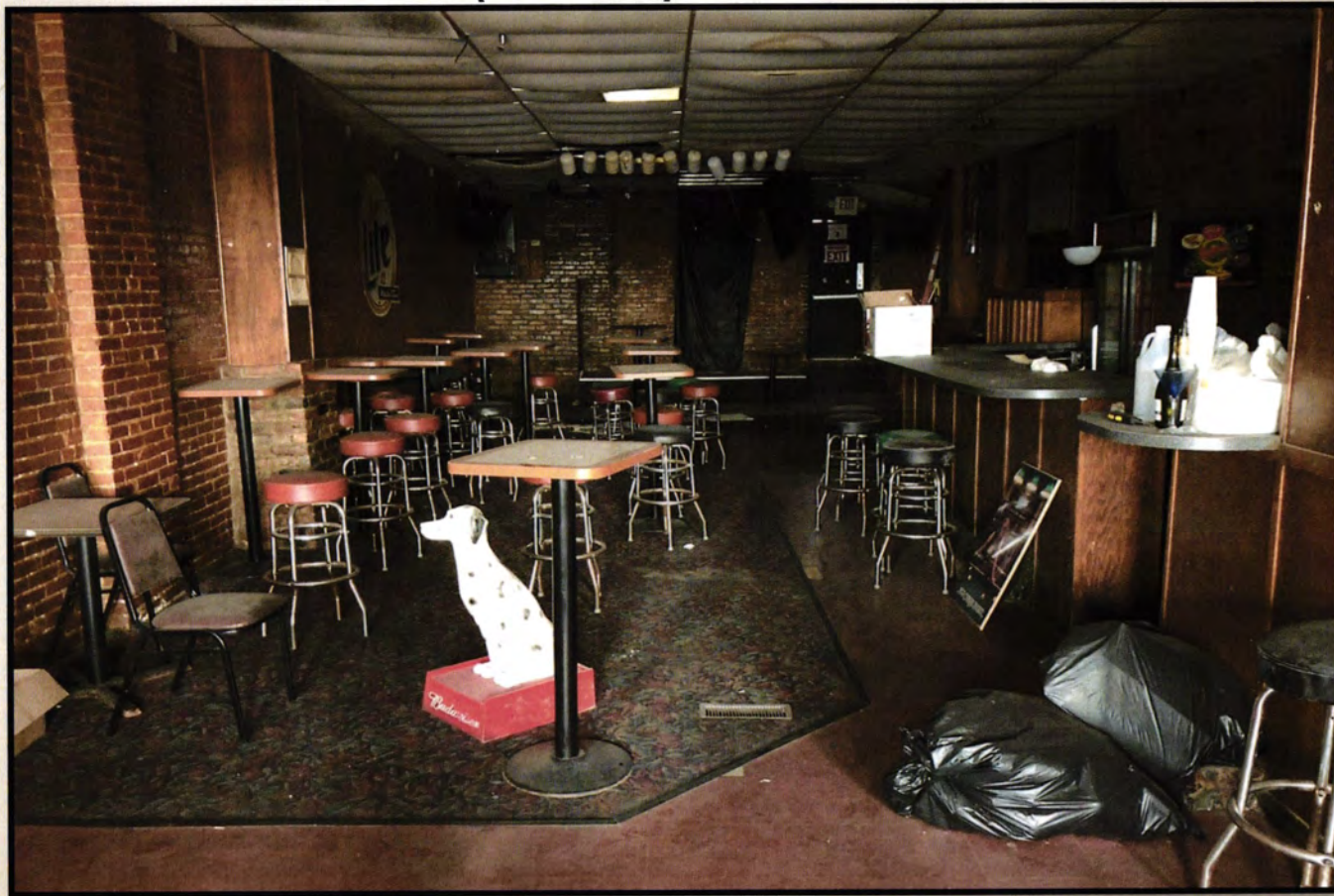
303 E. Main (Complete)



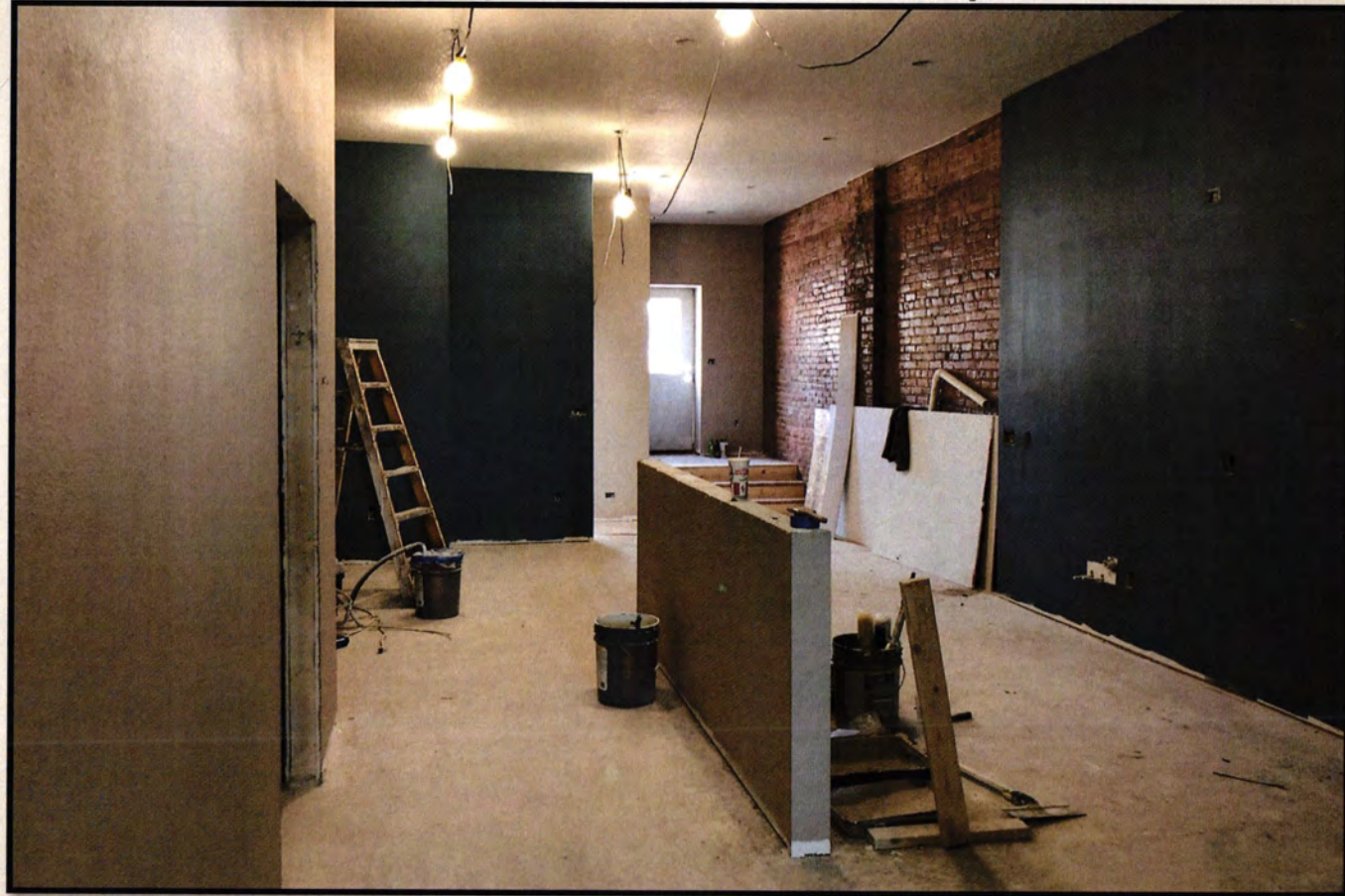
AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

305 E. Main (2018)



305 E. Main (Construction)



AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

305 E. Main (Complete)



315 E. Main (2018 vs. 2019)



Note: Storefront façade will be replaced after the grant is closed.

315 E. Main (2018 vs. 2019)



315 E. Main (2018, post-demolition)



315 E. Main (Construction)



315 E. Main (Complete)



AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

315 E. Main (2018 vs. Construction)



315 E. Main (2018 vs. Complete)



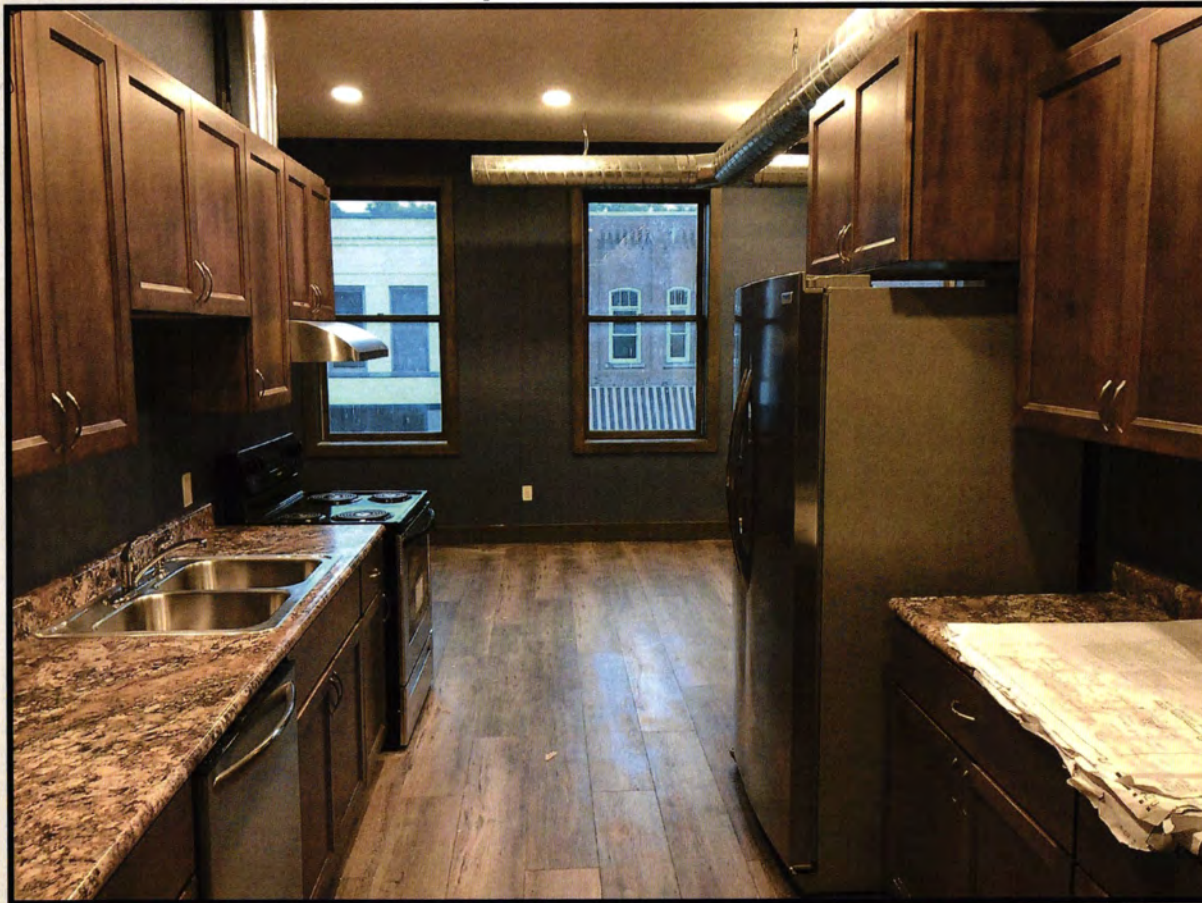
320 E. Main (2018)



320 E. Main (Construction)



320 E. Main (Complete)



320 E. Main (2018)



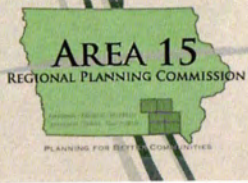
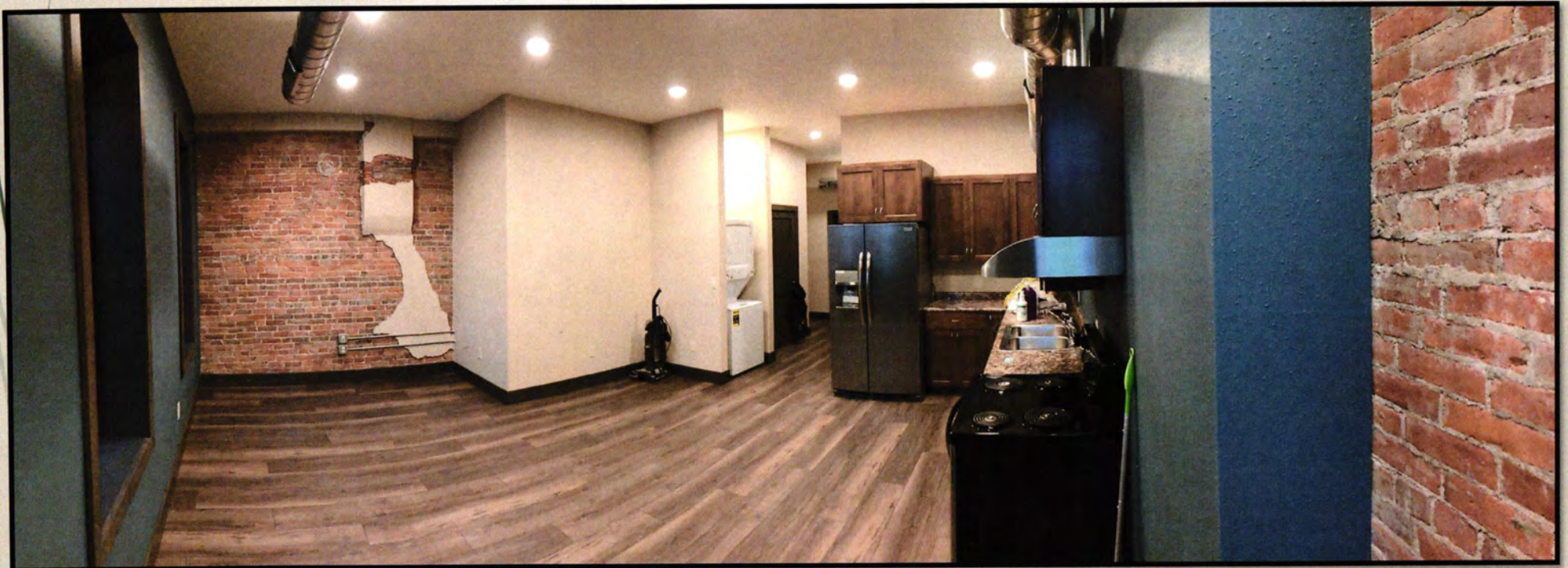
320 E. Main (Construction)



320 E. Main (Complete)



Questions?



www.area15rpc.com

FILED

2019 NOV 18 AM 10:41

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

Council Meeting of: December 3, 2019

Zach Simonson



Prepared by

Planning & Development

Department

Kevin Flanagan



Department Head



City Administrator Approval

AGENDA TITLE: ZONING ORDINANCE NO 3167-2019: AMENDING THE ZONING ORDINANCE #3088-2015 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 38 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY AMENDING SECTIONS 38-77, 38-115, 38-872 AND 38-904

RECOMMENDATION: Approve the Zoning Code changes.

DISCUSSION: We have four recommended code language changes to permit tearoom and banquet hall uses. The first adds use types that would read as follows:

Banquet Hall. Establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

Tearoom. Establishments where tea and light refreshments are served.

Currently tearooms are referenced as an accessory use for a bed and breakfast but are not identified as a use type. Additionally, privately owned banquet halls available to rent for receptions and other private events are a growing commercial use and adding a use type for those is appropriate.

The second code section we recommend changing would add tearooms and banquet halls to the zoning use matrix as follows:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.
		RR	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	BP	I1	I2	
Banquet Halls				C	C	C	C		P	P	P	P		P		38-872(d)
Tearooms				C	C	C	C		P	P	P	P		P		38-872(j)

Currently, tearooms are referenced as potential further conditional uses for bed and breakfast uses but are not included in the use matrix. This would add tearooms as permitted by conditional use permit in zones R2-R5, C1-C4 and I1. Banquet halls would also be permitted in the same manner.

The third code section we recommend changing would add supplemental regulations for banquet halls, tearooms and would add banquet halls as an additional conditional use for bed and breakfast establishments. The changes would read as follows:

- (d) *Banquet Halls*
 - (1) Alcohol sales must be in accordance with this code and the state of Iowa code.
 - (2) When permitted in residential districts signage shall be limited to that permitted for home occupations as specified in article XXXI of this chapter.
- (e) *Bed and breakfasts.*
 - (5) Additional uses of the premises, such as "tearoom," "coffee house," "banquet hall," or "conference center" require application for conditional use permit in any zone and must comply with all other applicable requirements of this Code and secure all applicable permits.
- (j) *Tearooms*
 - (1) No drive-through restaurants or similar uses distributing food or beverages by means of a drive-up window shall be permitted while outdoor dining shall be permitted as an accessory use in accordance to this code.
 - (2) When permitted in residential districts signage shall be limited to that permitted for home occupations as specified in article XXXI of this chapter.

These supplemental regulations would require banquet halls to follow relevant ordinances and laws regulating the sale of alcohol. Additionally, when banquet halls were permitted by conditional use permit in a residential district, these regulations would restrict the permitted signage that which is allowed for home occupation uses namely one not-illuminated sign no more than two square feet in area mounted against the wall of the principal building.

These supplement regulations would also add tearooms as an additional use for bed and breakfast establishments with a conditional use permit.

These supplemental regulations would prevent tearoom uses from operating a drive-through or pick-up window. Additionally, when tearooms were permitted by conditional use permit in a

residential district, these regulations would restrict the permitted signage that which is allowed for home occupation uses namely one not-illuminated sign no more than two square feet in area mounted against the wall of the principal building.

The final code section we recommend changing would add off-street parking requirements for tearoom and banquet hall uses and would read as follows:

Banquet Hall	One space per three-person capacity.
Tearoom	One space per three-person capacity in dining area.

This would make the off-street parking requirements for tearooms identical to those for restaurants. The Plan and Zoning Commission tightened the proposed parking minimum for Banquet Halls from one space per five-person capacity to one space per three person capacity, fearing traffic congestion around banquet hall sites.

ORDINANCE NO. 3167-2019

AN ORDINANCE AMENDING THE ZONING ORDINANCE #3088-2015 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 38 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY AMENDING SECTIONS 38-77, 38-115, 38-872 AND 38-904 CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

Zoning Ordinance #3088-2015 of the City of Ottumwa, Iowa, and as set forth in Chapter 38 of the Municipal Code City of Ottumwa, Iowa be and the same is hereby amended as follows:

SECTION 1

Section 38-77 is hereby amended by repealing Section 38-77 in its entirety and enacting the following in lieu thereof:

Sec. 38-77. - Commercial use types.

Commercial uses include the sale, rental, service, and distribution of goods and the provision of services other than those classified under other use types.

(1) Adult entertainment businesses.

a. Any business activity that offers the opportunity to view specified sexual activities or view and touch specified anatomical areas in a manner that lacks serious literary, artistic, political, or scientific value. This category includes the sale or viewing of visual or print materials that meet these criteria if the sale of such material constitutes more than 20 percent of the sales or retail floor area of the establishment. For the purposes of this definition, specified anatomical areas include the following if less than opaquely covered: human genitals, the pubic region, pubic hair, or the female breast below a point immediately above the top of the areola. Specified sexual activities include any of the following conditions:

1. Human genitals in a state of sexual stimulation or arousal;
2. Acts or representations of acts of human masturbation, sexual intercourse with humans or animals, oral sex, or flagellation;
3. Fondling or erotic touching of human genitals, pubic region, buttock, or female breast; or
4. Excretory functions as part of or in connection with any activities set forth in subsections (1)a.1 through 3 of this section.

b. Typical uses include retail services or stores which are distinguished by an emphasis on activities or materials that emphasize primarily sexual content in their inventory and marketing practices, businesses which offer live performances characterized by exposure of specified anatomical areas, and adult theaters. Businesses may be classified as adult entertainment businesses without regard to service of alcoholic beverages.

(2) Agricultural sales and service. Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides, and similar goods, or in the provision of agriculturally-related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

(3)Automotive and equipment services. Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

a. Automobile auction lots. Sale of motor vehicles through a process of periodic auctions or bid procedures. Automobile auction lots usually include large on-site storage areas of motor vehicles and lack showrooms, auto repair facilities, and other structures and facilities that are typical of new car dealerships.

b. Automotive rental and sales. Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.

c. Auto services. Provision of fuel, lubricants, parts, and accessories, and incidental services to motor vehicles, and washing and cleaning and/or repair of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, but exclude dismantling, salvage, or body and fender repair services. No vehicle may be stored more than 30 days. Strictly auto parts sales facilities (no repair services) are included under retail sales.

d. Body repair. Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.

e. Equipment rental and sales. Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments. With respect to section 38-872(c), the sale or rental of trucks shall only be applicable. All other land uses under equipment rental and sales are exempt for this provision.

f. Equipment repair services. Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.

(4) Banquet Hall. Establishments which are rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

(5) Bed and breakfast. A lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed and breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed and breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than four units, and accommodate each guest or visitor for no more than 14 consecutive days during any one-month period. Also, food is served only to overnight guests.

(6) Business support services. Establishments or places of business primarily engaged in the sale, rental, or repair of equipment, supplies, and materials, or the provision of services used by office, professional, and service establishments to the firms themselves, but excluding automotive,

construction, and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops, hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.

(7) Business or trade schools. A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.

(8) Campground. Facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents, which accommodate each guest or visitor for no more than 14 consecutive days during any one-month period.

(9) Commercial recreation (controlled impact). Private businesses or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Controlled impact commercial recreation uses typically take place entirely within enclosed buildings or, when outdoors, have limited effects related to lighting, hours of operation, or noise. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, indoor skating facilities, miniature golf courses, and private golf courses.

(10) Commercial recreation (high impact). Private businesses or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-cart tracks, amusement parks, race tracks, and private baseball complexes.

(11) Communications services. Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, but exclude those classified as utilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, or film and sound recording facilities. Broadcast and communications towers, and their minor ancillary ground structures, are classified as "miscellaneous use types."

(12) Construction sales and services. Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures, and hardware. This use type excludes those uses classified under automotive and equipment services. Typical uses include building materials sales or tool and equipment rental or sales.

(13) Consumer services. Establishments that provide services, primarily to individuals and households, but excluding automotive use types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.

(14) Convenience storage/mini-storage. Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

(15) Food sales. Establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

a. Convenience food sales. Establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, and the sales of fuel for motor vehicles.

b. Limited food sales. Establishments occupying facilities of less than 10,000 square feet, and characterized by sales of specialty foods or a limited variety of general items, but

excluding the accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.

c. General food sales. Establishments selling a wide variety of food commodities and related items, using facilities larger than 10,000 square feet. Typical uses include grocery stores and locker plants.

(16) Funeral services. Establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes, crematoria, or mortuaries.

(17) Gaming facilities. Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities may include the accessory sale of liquor and food, pursuant to regulations of the city and/or the state.

(18) Kennels. An establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business.

(19) Laundry services. Establishments primarily engaged in the provision of laundering, cleaning, or dyeing services other than those classified as personal services. Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

(20) Liquor sales. Establishments or places of business engaged in retail sale for off-premises consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer, or wine for off-site consumption.

(21) Lodging. Lodging services involving the provision of room and/or board, but not meeting the classification criteria of bed and breakfasts. Typical uses include hotels, apartment hotels, and motels.

(22) Pawn shop. A business that loans money on deposit, pledge of personal property, or other thing of value, or that deals in the purchasing of personal property or other things of value, on condition of selling the same back at a stipulated price, or that receives actual possession of personal property as security for loans with or without a bill of sale. The establishment of a pawn shop in the city jurisdiction is subject to the requirements of chapter 28.

(23) Personal improvement services. Establishments primarily engaged in the provision of informational, instructional, personal improvements, and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft, and hobby instruction.

(24) Personal services. Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty shops and barbershops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry-cleaning stations serving individuals and households. Personal services include establishments providing for the administration of massage or massage therapy carried out by persons licensed by the state when performing massage services as a part of the profession or trade for which licensed or persons performing massage services under the direction of a person so licensed, or persons performing massage services or therapy pursuant to the written direction of a licensed physician.

(25) Pet services. Retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

(26) RV (recreation vehicle) storage. Establishments that include the storage and/or display of boats, campers, and motorized recreational vehicles for the purpose of rental or sale.

(27) Research services. Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

(28) Restaurants. A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use.

- a. Restaurant (drive-in or fast food). An establishment that principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
- b. Restaurant (general). An establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to drive-in or fast food restaurants. Typical uses include cafes, coffee shops, and restaurants.

(29) Retail services. Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use, but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services: Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel jewelry, fabrics, and like items; cameras, photograph services, and household electronic equipment; records; sporting equipment; kitchen utensils; home furnishing and appliances; art supplies and framing and arts and antiques; paint and wallpaper, hardware, carpeting, and floor covering; interior decorating services; and office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation). General retail services include:

- a. Limited retail services. Establishments providing retail services, occupying facilities of 10,000 square feet or less. Typical establishments provide for specialty retailing or retailing oriented to the city and its surrounding vicinity.
- b. Large retail services. Establishments providing retail services, occupying facilities between 10,001 and 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for specialty retailing or general retailing oriented to the city and its surrounding vicinity.
- c. Mass retail services. Establishments providing retail services, occupying facilities over 40,000 square feet in a single establishment or multi-tenant facility. Typical establishments provide for general retailing oriented to the city and the surrounding region.

(30) Stables and/or riding academies. The buildings, pens, and pasture areas used for the boarding and feeding of horses, llamas, or other equine not owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equine for hire.

(31) Surplus sales. Businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.

(32) Taverns. A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.

(33) Tearooms. Establishments where tea and light refreshments are served.

(34) Trade services. Establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve a small amount of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.

(35) Travel centers. Facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which less than 30 percent of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes, but is not limited to, fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and

restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes. See also convenience food sales.

(36) Truck stops. Facilities that provide for the sale of fuel, provisions, and supplies to motorists, including operators of over-the-road trucks, in which 30 percent or more of the total site area is devoted to the servicing, accommodation, parking, or storage of over-the-road trucks. The calculation of these areas includes, but is not limited to, fuel islands for diesel fuel, truck washing facilities, truck parking areas, and associated maneuvering areas. Travel centers include a mix of uses, including food sales, general retail services, auto and equipment services, and restaurants, and are typically located along or near interstate highways or other principal state and federal designated highway routes. See also convenience food sales.

(37) Vehicle storage (short-term). Short-term storage of operating or non-operating vehicles for a period of no more than 30 days. Typical uses include storage of private parking tow-a-ways or impound yards, but exclude dismantling or salvage. Long-term storage beyond 30 days constitutes an industrial use type.

(38) Veterinary services (general). Veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, and pet cemeteries and crematoria.

(39) Veterinary services (large animal). Veterinary services and hospitals for large animals such as cows, bulls, horses, and other livestock. Typical uses include veterinary hospitals for livestock and large animals.

SECTION 2

Table 38-115 Use Matrix is hereby amended by inserting the following in *Commercial Uses*:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.	
		R	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	B	P	I1		I2
Banquet Halls				C	C	C	C		P	P	P	P			P		
Tearooms				C	C	C	C		P	P	P	P			P		38-872(j)

SECTION 3

Section 38-872 is hereby amended by repealing Section 38-872 in its entirety and enacting the following in lieu thereof:

Sec. 38-872. - Same—Commercial uses.

- (a) Auto service, repair, equipment repair, travel center, truck stop, RV storage, and body repair uses.
 - (1) Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of article XXIX of this chapter.
 - (2) Any spray painting must take place within structures designed for that purpose and be approved by the building official.
- (b) Auto washing facilities.
 - (1) Auto washes, both manual and automated are permitted in a C-1 zoning district provided there is separation of at least 100 feet from any residential district. The 100-foot separation shall be measured in a straight line from the auto wash property line to the closest point of the residential district boundary.

- (2) Each conveyor operated auto washing facility shall provide on-site stacking space for five vehicles per washing lane on the approach side of the washing structure and on-site stacking space for two vehicles on the exit side.
- (3) Each self-service auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.
- (c) Automobile, RV, and equipment rental and sales.
 - (1) All outdoor display areas for rental and sales facilities shall be hard-surfaced.
 - (2) Rental and sales facilities shall provide a minimum of 200 square feet of display area, excluding maneuvering space, per vehicle.
 - (3) Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25 percent of the gross floor area of the building.
- (d) Banquet Halls
 - (1) Alcohol sales must be in accordance with this code and the state of Iowa code.
 - (2) When permitted in residential districts signage shall be limited to that permitted for home occupations as specified in article XXXI of this chapter.
- (e) Bed and breakfasts.
 - (1) When permitted in residential districts, bed and breakfasts shall include a maximum of four guest units and the residence of the facility owner.
 - (2) Bed and breakfasts permitted in the C-4 downtown mixed-use district must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.
 - (3) Bed and breakfasts shall meet the off-street parking requirements as specified in article XXX of this chapter. Tandem parking is allowed; however, not more than two cars per tandem space shall be allowed.
 - (4) Signage shall be limited to that permitted for home occupations as specified in article XXXI of this chapter.
 - (5) Additional uses of the premises, such as "tearoom," "coffee house," "banquet hall," or "conference center" require application for conditional use permit in any zone and must comply with all other applicable requirements of this Code and secure all applicable permits.
- (f) Campgrounds.
 - (1) Minimum size. Each campground established after the effective date of the ordinance from which this article is derived shall have a minimum size of one acre.
 - (2) Setbacks. All campgrounds shall maintain a 50-foot front yard setback and a 25-foot buffer yard from all other property lines.
 - (3) Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all city ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.
- (g) Convenience/mini-storage. When permitted outside of the I-1 district, convenience storage facilities shall be subject to the following additional requirements:
 - (1) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
 - (2) All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.
 - (3) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
 - (4) No storage buildings may open into required front yards.
- (h) Drive-through establishments.
 - (1) In a C-1 district, drive-in or drive-through eating/drinking establishments are permitted, provided the principal building is at least 100 feet from any residential district.

(2) An adequate number of stacking spaces must be provided to ensure traffic safety is not compromised. Drive-through restaurants shall provide a minimum of four vehicle stacking spaces. A minimum of three stacking spaces shall be provided for banking, pharmacies, and similar nonfood related drive-through facilities. Stacking spaces shall be defined as being 20 feet in length and the width of a one lane, one-way drive.

(i) Kennels.

(1) Kennels and boarding facilities. Any and all such facilities must be enclosed in soundproof structures.

(2) An animal hospital, veterinary clinic, or kennel, providing an exercising runway shall be a least 200 feet from any residential district.

(3) Kennels shall not be permitted as a home occupation.(4)The minimum lot size shall be one acre.

(j) Tearooms

(1) No drive-through restaurants or similar uses distributing food or beverages by means of a drive-up window shall be permitted while outdoor dining shall be permitted as an accessory use in accordance to this code.

(2) When permitted in residential districts signage shall be limited to that permitted for home occupations as specified in article XXXI of this chapter.

(j) Veterinary medicine. Each facility must be validly licensed by either the state or the appropriate governmental agency.

SECTION 5

Table 38-904 Minimum Off-Street Parking Requirements is hereby amended by inserting the following in *Commercial Use Types*:

Banquet Hall	One space per three-person capacity.
Tearoom	One space per three-person capacity in dining area.

SECTION 6

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

SECTION 7

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

PASSED on its first consideration the 3rd day of December, 2019.

PASSED on its second consideration the _____ day of waived, 2019.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2019.

APPROVED this 3rd day of December, 2019.

CITY OF OTTUMWA, IOWA

By: [Signature]
Matt Dalbey, Mayor Pro Tem

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2019

Matt Dalbey, Mayor Pro Tem

___ Repassed and adopted over the veto this ___ day of _____, 2019.

___ Veto affirmed this ___ day of _____, 2019 by failure of vote taken to repass.

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

ATTEST:

[Signature]
Chris Reinhard, City Clerk

