



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 9
Council Chambers, City Hall

April 4, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 7 on March 21, 2023 and Special Meeting No. 8 on March 28, 2023 as presented.
2. Acknowledge January financial statements and payment of bills as submitted by the Finance Department.
3. Recommend appointment of Himar Hernandez to the Board of Library Trustees, term to expire 7/1/2025 due to a vacancy and re-appointment of Kim Hellige to the Parks Advisory Board, term to expire 4/19/2028.
4. Civil Service Commission Eligibility Lists for March 22, 2023: Police Officer Entrance and WPCF Operator Entrance.
5. Approve Salvage Dealer's License renewals for the following: Alter Metal Recycling, 404 N. Forrest Ave.; Paulos Used Cars, 430 N. Forrest Ave.; Rosenman's Inc., 902 E. Main St.; all applications pending final inspections.
6. Resolution No. 48-2023, setting April 18, 2023 as the date of a public hearing on the Proposed Adoption of the 2023/2024 Annual Budget for the City of Ottumwa, Iowa.
7. Resolution No. 50-2023, setting April 18, 2023 as the date of a public hearing on the disposition of City owned property located at 601 North Wapello.
8. Resolution No. 52-2023, setting April 18, 2023 as the date of a public hearing on the disposition of City owned property located at 701 West Fourth Street.
9. Resolution No. 58-2023, setting April 18, 2023 as the date of a public hearing on the Proposal to enter into a Development Agreement with Asbury Manager, LLC, and providing for publication of notice thereof.
10. Resolution No. 59-2023, setting April 18, 2023 as the date of a public hearing on the disposition of City owned property located at 226 South Ward.
11. Resolution No. 60-2023, setting April 18, 2023 as the date of a public hearing on the disposition of City owned property located at 328 South Ward.
12. Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 E. Second St.; Norte Starr LLC, 219 Fox Sauk Rd., with outdoor service area; For the Love of Paint by Good Shepard Creations, 324 E. Main St.; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

1. Third Street parking lot dumpster enclosure

RECOMMENDATION: Approve labor and installation costs associated with the Third Street Parking Lot Dumpster enclosure from Schaus-Vorhies Mfg., Inc.

2. Replacement of Flow Monitors for WPCF.

RECOMMENDATION: Approve the replacement of one FL1500 Flow logger at \$5,636 and one AV9000S Analyzer Modules at \$847. Total Amount of replacement \$6,483.

3. Biosolids Hauling Contract with Ecosystems, Inc. for WPCF.

RECOMMENDATION: Authorize assignment of the Biosolids Contract to Ecosystems, Inc. of Ottumwa, Iowa, and authorize the Mayor to sign.

4. Human Resources Update.

RECOMMENDATION: Receive updated information concerning the Wage & Benefit Survey being performed by Gallagher.

I. RESOLUTIONS:

1. Resolution No. 38-2023, awarding the contract for Green Street Sewer Improvements Project – Group A, to J & K Contracting LLC, of Urbandale, Iowa, in the amount of \$1,655,000.

RECOMMENDATION: Pass and adopt Resolution No. 38-2023.

2. Resolution No. 39-2023, awarding the contract for Green Street Sewer Improvements Project – Group B, to DC Concrete & Construction LLC, of Douds, Iowa, in the amount of \$185,760.

RECOMMENDATION: Pass and adopt Resolution No. 39-2023.

3. Resolution No. 46-2023, awarding the contract for asbestos abatement and demolition of the condemned property at 530 West Fourth Street to Weston McKee of Fairfield, Iowa for the best bid \$21,000 for abatement and \$17,450 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 46-2023.

4. Resolution No. 47-2023, awarding the contract for asbestos abatement and demolition of the condemned property at 734 Center Street to Environmental Edge of Ottumwa, Iowa for the best bid \$18,400 for abatement and \$18,000 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 47-2023.

5. Resolution No. 54-2023, establishing fees for Planning Department Services.

RECOMMENDATION: Pass and adopt Resolution No. 54-2023.

6. Resolution No. 55-2023, approving Change Order No. 1 for Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project and rescinding Resolution No. 40-2023.

RECOMMENDATION: Pass and adopt Resolution No. 55-2023.

7. Resolution No. 56-2023, authorizing execution of and directing service of notices under Iowa Code Section 447.9 related to Tax Sale Certificates held by the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 56-2023.

8. Resolution No. 57-2023, approving amendment to Agreement between the City of Ottumwa and Shive-Hattery to add services to prepare permanent easements and acquisition plats for the Albia Road, Quincy Avenue Roundabout.

RECOMMENDATION: Pass and adopt Resolution No. 57-2023.

9. Resolution No. 61-2023, approving and authorizing Execution of a Second Amendment to the Development Agreement by and Between the City of Ottumwa and Ottumwa Hospitality, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 61-2023.

10. Resolution No. 62-2023, enacting the purchase of a new 2017 CAT Off-Road Dump Truck, from Altorfer CAT in Cedar Rapids, Iowa, in the amount of \$296,000 for Landfill Operations.

RECOMMENDATION: Pass and adopt Resolution No. 62-2023.

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. MAYOR/CITY COUNCIL REPORT AND/OR 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: 3/31/2023 TIME: 9:15 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 #9 to be held on 4/4/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO.	2967	
DEPT. ID	4717	
PGS.	4	
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
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JOB NO.	2967	
DEPT. ID	4717	
ST. TIME	03/31 09:16	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
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FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #9 to be held on 4/4/2023 at 5:30 P.M.

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 7
Council Chambers, City Hall

March 21, 2023
5:30 O'Clock P.M.

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

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

Galloway moved, seconded by Roe to remove Item B-3 from the Consent Agenda and add it to the regular agenda as Item H-6. All ayes.

Roe moved, seconded by Pope to approve consent agenda items without inclusion of Item B-3: Mins. from Regular Mtg. No. 6 on March 7, 2023 as presented; Order Accepting Ack./Settlement Agt. between City of Ottumwa and Casey's Marketing Comp., d/b/a Casey's #1678 (346 Richmond Ave.); Cigarette Permit Application for Dollar General #24713 (1235 Hutchinson Ave.). All ayes.

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

City Admin. Rath announced we will hold a work session next wk. to discuss FY24 budget.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Weston McKee requested to speak on Item H-4.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Ottumwa Park Campground Shower House Parking Lot & Sewer Dump Station Project. Park & Rec. Dir. Rathje reported a concrete parking lot is necessary for this project to accommodate campers and their vehicles. The Wapello County Foundation Grant that the City received for this project requires a new sewer dump station to be included. Eng. cost est. \$52,000. No objections rec'd. Pope moved, seconded by Galloway to close public hearing. All ayes.

Roe moved, seconded by Hull that Res. No. 32-2023, approving plans, specs., form of contract and est. cost for Ottumwa Park Campground Shower House Parking Lot & Sewer Dump Station Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving FY24 Max Property Tax Dollars. Rath reported IA law requires the City Council to hold a public hearing on the proposed Max Property Tax Dollars before adopting City Budget. The rate of \$17.34379 is the max levy for affected property taxes for the City. This rate does not include levies for Debt Service, Support Public Library or SSMIDs for total Property Taxes levied as \$22.01539. Due to the passage of SF181, the assessed valuation is reduced by \$17 Million. The requested change is up to \$0.23032 above the previous max levy. No objections rec'd. Galloway moved, seconded by Pope to close public hearing. All ayes.

Roe moved, seconded by Pope that Res. No. 35-2023, approving max property tax dollars for FY24, be passed and adopted. All ayes.

Hull moved, seconded by McAntire to approve purchase of replacement OADC Fairbanks Pump No. 1, for \$12,468, for the WPCF. PW Dir. Seals reported original unit was installed in 1975 and the City has gotten the useful life out of the pump. Replacement pump comes with a one-yr. warranty when installed. All ayes.

Roe moved, seconded by Galloway to approve repair of Elm Street Lift Station Pump No. 1 totaling \$12,507 for the WPCF. Seals reported cost of a replacement unit is \$131,287; staff recommends repairing at this time. All ayes.

Hull moved, seconded by Galloway to accept Historic Preservation Certified Local Govt. Annual Report. Comm. Dev. Dir. Simonson reported CLG Annual Report is required and submitted to the IA Dept. of Cultural Affairs. HPC Chair Dennis Willhoit provided update on the work of the Commission. All ayes.

Roe moved, seconded by McAntire to reject all bids rec'd. for asbestos abatement and demolition of the condemned property at 530 W. Fourth and re-bid project. Simonson reported three abatement bids and four demo bids were rec'd. Due to the best bid providing insufficient bid securities, it was disqualified. Staff feels the remaining bids are too high. McAntire asked how does one decide what is fair amt. or max for the project. Simonson explained this particular bid would be the most we have ever awarded (dollar amt.) for abatement/demo; we were hoping for and expecting to be under \$35,000.

Mr. McKee reported fair bidding is an important part of the process and there is no quantifiable reason to reject my bid. I spent three days going through the house estimating how much asbestos it contained and feel that the city needs to prove why my numbers appear to be too high. We have three local contractors that bid very competitively.

Council had lengthy discussion concerning this project.

Vote Taken. Motion Failed 1-4. Ayes: Roe. Nays: Galloway, McAntire, Hull, Pope.

Hull moved, seconded by McAntire to accept the second lowest bid rec'd and award contract for Asbestos Abatement \$21,000 and Demo \$17,450 (total \$38,450), of 530 W. Fourth St. to Weston McKee, of Fairfield, IA, and direct staff to prepare required resolution document to be adopted at the next mtg. Motion Carried 4-1. Ayes: Galloway, McAntire, Hull, Pope. Nays: Roe.

McAntire moved, seconded by Galloway to reject all bids rec'd for asbestos abatement and demo of condemned property at 734 Center St. and re-bid the project. Simonson reported three abatement bids and four demo bids were rec'd. Due to the best bid providing insufficient bid securities, it was disqualified. Staff again feels that the remaining bids are too high. Motion Failed 2-3. Ayes: Roe, Pope. Nays: Galloway, McAntire, Hull.

Hull moved, seconded by McAntire to accept the second lowest bid rec'd and award contract for Asbestos Abatement \$18,400 and Demo \$18,000 (total \$36,400), of 734 Center St. to Environmental Edge, of Ottumwa, IA, and direct staff to prepare required resolution document to be adopted at the next mtg. Motion Carried 4-1. Ayes: Galloway, McAntire, Hull, Pope. Nays: Roe.

Galloway moved, seconded by Roe to auth. Mayor to sign Order Assessing Penalty 1st Violation and the Ack./Settlement Agt. with Ross Tobacco Shop at 129 E. Second St. Clerk Reinhard reported the above permit holder committed a violation of IA Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products or cigarettes to any person under twenty-one yrs of age and this this was the first violation of this statue. All ayes.

Roe moved, seconded by Pope that Res. No.31-2023, approve Fiber Optic Network Installation Agt. between the City and Mahaska Communication Group, LLC (MCG) and auth. Mayor to sign Agt., be

passed and adopted. Seals reported MCG intends to start this spring and plans to build out the entire City in a three year time frame. All ayes.

Hull moved, seconded by Roe that Res. No. 40-2023, approve CO No. 1 for Blake's Branch Sewer Separation Ph. 8, Div. 1, E. of Iowa Ave. Project, be passed and adopted. Seals reported CO No. 1 increases the contract sum \$6,000 for adding an external drop connection to a sanitary sewer manhole; new contract sum \$232,500. All ayes.

Hull moved, seconded by McAntire that Res. No. 41-2023, assessing 2022 Weed Mowing charges against certain lots in the City of Ottumwa, be passed and adopted. Simonson reported mowing fees affect 53 properties for a total including assessment fees \$17,860; assessed clean-up fees affect 15 properties for a total including assessment fees \$26,527.67. All ayes.

Roe moved, seconded by Pope that Res. No. 42-2023, removing Special Assessment's applied to 121 S. Iowa Ave. on Res. No. 260-2020 and No. 209-2021 totaling \$1,359.00, be passed and adopted. Simonson reported in March 2023, Whatsoever You Do acquired this property. The property had accumulated mowing assessments totaling \$1,359 under the previous owner. All ayes.

Hull moved, seconded by McAntire that Res. No. 43-2023, awarding contract for Asbestos abatement and demo of 517 Grant St. to Weston McKee of Fairfield, IA for best bid \$10,000 abatement and \$10,400 demo total \$20,400, be passed and adopted. All ayes.

Roe moved, seconded by Galloway that Res. No. 44-2023, awarding contract for Asbestos abatement and demo of 1016 S. Weller St. to Environmental Edge of Ottumwa, IA for the best bid \$2,400 abatement and \$4,600 demo total \$7,000, be passed and adopted. All ayes.

Hull moved, seconded by McAntire that Res. No. 45-2023, approving N. Market Façade Project (CDBG 20-CVN-024) Change Order No.7 & 8, be passed and adopted. Simonson reported CO No. 7 & 8 increase the contract sum \$4,478.36; new contract sum \$297,695.28. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Brian Fisher, 214 S. Graves St. discussed an on-going issue of idling trains from BNSF along two different crossings in the area.

Galloway requested an update from HR/Admin. on the Wage & Benefit Study being conducted by Gallagher during the next regular mtg. (4/4/2023).

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

Adjournment was at 6:47 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 3/30/2023.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 8
Conference Room, Joint Law Enforcement Center
330 W. Second St.

March 28, 2023
5:30 O'Clock P.M.

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

Present were Council Member Galloway, Pope, Roe and Mayor Johnson.
Council Member McAntire was absent.
Council Member Hull arrived at 5:33 P.M.

Also in attendance: City Admin. Rath, Park & Rec Dir. Rathje, Fire Chief Miller, HR Dir. Codjoe, Dir. of Airport Operations Wheaton, Finance Dir. Nisar, Police Chief Farrington, PW Dir. Seals, Comm. Dev. Dir. Simonson, Library Dir. Ferrell, IT Mgr. Wilson.

Galloway moved, seconded by Roe to approve agenda as presented. Motion carried 4-1. Absent: McAntire.

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

Rath presented on FY24 Budget. Discussed current levies; coverage ratio; additional staff requested; franchise fees implementation; increase admin. fee to 10%. Slide presentation made a part of the packet.

Mayor and Council discussed evaluation tool and matrix to use for City Admin. evaluation. All agree that they want to see some consistency in the process; whatever tool we decide upon, want to use this for a few years. HR Dir. reported there is a tool within UKG for performance evaluation; I want to revamp the entire evaluation process when time allows. Galloway stated we need to see consistency in this process, from the top down.

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

There being no further business, Galloway moved, seconded by Pope that the mtg. adjourn. Motion carried 4-1. Absent: McAntire.

Adjournment was at 6:35 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Richard W. Johnson, Mayor

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 4/4/2023.

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
JANUARY, 2023

		BEG. PERIOD	CASH	CASH
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS
TOTALS FOR FUND 001	GENERAL OPER	1,175,539.67	297,056.05	1,560,471.99
TOTALS FOR FUND 002	PARKING RAMP	52,847.77	1,592.00	681.03
TOTALS FOR FUND 003	GENERAL-ARPA	3,081,458.10		
TOTALS FOR FUND 110	ROAD USE TAX	5,489,794.07	20,714.56	308,385.38
TOTALS FOR FUND 112	EMPLOYEE BEN	4,496,497.69		
TOTALS FOR FUND 119	EMERGENCY FU	106,865.93		
TOTALS FOR FUND 121	SALES TAX 1%	8,387,964.09	336,933.42	
TOTALS FOR FUND 122	*****			
TOTALS FOR FUND 123	AGASSI TIF D			
TOTALS FOR FUND 124	VOGEL URBAN			
TOTALS FOR FUND 125	WESTGATE TIF	-134,512.50		9,784.50
TOTALS FOR FUND 126	AIRPORT TIF	121,907.75		
TOTALS FOR FUND 127	PENNSYLVANIA			
TOTALS FOR FUND 128	WILDWOOD HWY	92,803.29		
TOTALS FOR FUND 129	RISK MANAGEM	706,704.40		34,036.50
TOTALS FOR FUND 131	AIRPORT FUND	17,322.13	323,186.42	340,204.83
TOTALS FOR FUND 133	LIBRARY FUND	99,546.49	1,011.50	70,728.34
TOTALS FOR FUND 135	CEMETERY FUN	-93,119.01	5,911.00	23,046.38
TOTALS FOR FUND 137	HAZ-MAT FUND	149,585.92	37,140.33	11,328.85
TOTALS FOR FUND 141	2023 UPPER S	255,271.88		62,333.09
TOTALS FOR FUND 142	HOAP/HILP ES			
TOTALS FOR FUND 143	EPA BROWNFIE			
TOTALS FOR FUND 144	2013 CDBG HO			
TOTALS FOR FUND 145	DOWNTOWN REV			
TOTALS FOR FUND 146	DOWNTOWN STR	142,220.06		
TOTALS FOR FUND 147	CDBG P-2 MAS	17,628.32		
TOTALS FOR FUND 148	2016 OWW CDB			
TOTALS FOR FUND 151	OTHER BOND P	2,387,441.53	22,020.80	138,266.84
TOTALS FOR FUND 162	SSMID DISTRI	76,538.13		
TOTALS FOR FUND 167	FIRE BEQUEST	13,748.30	500.00	
TOTALS FOR FUND 169	START UP/DON	-165.20		
TOTALS FOR FUND 171	RETIREE HEAL	-1,698.17		
TOTALS FOR FUND 173	LIBRARY BEQU	153,353.65	100.00	6,489.58
TOTALS FOR FUND 174	COMMUNITY DE	428,616.15		
TOTALS FOR FUND 175	POLICE BEQUE	131,243.18	58,818.00	3,120.30
TOTALS FOR FUND 176	Reimb Grants			
TOTALS FOR FUND 177	HISTORIC PRE	1,446.09	25,000.00	
TOTALS FOR FUND 200	DEBT SERVICE	2,107,413.09		
TOTALS FOR FUND 301	STREET PROJE	1,714,848.13	3,250.00	25,490.99
TOTALS FOR FUND 303	AIRPORT PROJ	358,702.56		
TOTALS FOR FUND 307	SIDEWALK & C	175,576.53		284.84
TOTALS FOR FUND 309	PARK PROJECT	1,392,285.09		178,235.68
TOTALS FOR FUND 311	LEVEE PROJEC	-153,982.86		1,258.32

TOTALS FOR FUND	313	EVENT CENTER	1,279,334.40		209.60
TOTALS FOR FUND	315	SEWER CONSTR	4,362,760.79		175,222.92
TOTALS FOR FUND	320	WEST END FLO			
TOTALS FOR FUND	501	CEMETERY MEM	2,713.29		
TOTALS FOR FUND	503	CEMETERY PER	740.00	300.00	740.00
TOTALS FOR FUND	610	SEWER UTILIT	3,198,345.38	515,413.26	217,919.23
TOTALS FOR FUND	611	SEWER SINKIN	1,377,000.00		
TOTALS FOR FUND	612	STORM WATER			
TOTALS FOR FUND	613	SEWER IMPROV	4,050,000.00		
TOTALS FOR FUND	670	LANDFILL FUN	1,957,075.32	235,917.93	353,636.56
TOTALS FOR FUND	671	LANDFILL RES	1,191,555.00		
TOTALS FOR FUND	673	RECYCLING	332,630.84	280,797.30	41,456.97
TOTALS FOR FUND	690	TRANSIT FUND	633,951.02	116,000.00	88.77
TOTALS FOR FUND	695	1015 TRANSIT			
TOTALS FOR FUND	720	BRIDGEVIEW E	-22,393.11	691.46	152,865.83
TOTALS FOR FUND	750	GOLF COURSE	40,748.62		
TOTALS FOR FUND	810	POOLED INVES	-47,764,548.51	17,389.89	
TOTALS FOR FUND	820	PAYROLL CLEA	530,256.62	478,213.65	50,898.90
TOTALS FOR FUND	840	EQUIPMENT PU	2,923,280.31		
TOTALS FOR FUND	860	GROUP HEALTH	6,129,245.98	308,661.73	
TOTALS FOR FUND	861	POST 65 RETI	338,257.34	10,159.00	49,580.24
TOTALS FOR FUND	862	DENTAL INSUR	67,035.64	7,585.00	
TOTALS FOR FUND	863	LIFE INSURAN	41,903.45	4,287.18	4,360.08
		TOTALS	13,621,584.63	3,108,650.48	3,821,126.54

City of Ottumwa
Vender Payment Report
January, 2023

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
2	A+ SERVICES	216741	1/6/2023	967.23	OPERATING SUPPLIES
329	A CHILD IS MISSING	216799	1/13/2023	500.00	DUES & MEMBERSHIPS
626	SCOTT ADAMS	216855	1/20/2023	32.10	SUSTENANCE SUPPLIES
690	AFLAC	216800	1/13/2023	3,780.96	AFLAC DEDUCTION PAYABLE
800	AHLERS & COONEY P.C.	216906	1/27/2023	7,703.35	LEGAL FEES
1304	ALL ROADS TRUCK & TRAILER	216907	1/27/2023	1,420.26	VHCL MTCE SUPPLIES
1700	ALLIANT ENERGY/IPL	216801	1/13/2023	87,531.66	ELECTRIC
2080	ALTORFER INC.	216742	1/6/2023	6,887.97	VHCL MTCE SUPPLIES
3641	AMERICAN TRAFFIC SAFETY	216909	1/27/2023	997.50	STREET MAINT SUPPLIES
5368	AREA 15 REGIONAL PLANNING	216910	1/27/2023	3,551.08	CONTRACTUAL SERVICES
5465	ARRC GARAGE DOORS LLC	216857	1/20/2023	343.65	OPERATING SUPPLIES
5581	ASCAP	216743	1/6/2023	420.00	PERMITS
5681	ATLANTIC BOTTLING COMPANY	216858	1/20/2023	57.66	CONCESSION - RESALE
5700	ATOMIC TERMITE & PEST	216803	1/13/2023	130.00	RAMP MAINT & REPAIR
5860	AUTOZONE INC	216804	1/13/2023	200.88	VHCL MTCE SUPPLIES
5862	AVFUEL CORP	216911	1/27/2023	33,033.65	AVIATION FUEL
5874	AVENU	216744	1/6/2023	200.00	TRAINING
6012	BMI	216859	1/20/2023	421.00	DUES & MEMBERSHIPS
6481	BAILEY OFFICE OUTFITTERS	216806	1/13/2023	843.40	OFFICE SUPPLIES
7019	BRADLEY T BARNES	216745	1/6/2023	3,708.00	OTHER PROF SERV
9352	BLACKSTONE PUBLISHING	216807	1/13/2023	179.98	LIBRARY MAT.-JAMES ESTATE
9360	BLACK'S TIRE COMPANY LLC	216746	1/6/2023	68.35	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	216860	1/20/2023	162,587.36	OTHER PROF SERV
11506	BRIDGE VIEW CENTER	216861	1/20/2023	152,838.46	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	216748	1/6/2023	8,600.00	TREE TRIMMING
13270	BYWATER SOLUTIONS, LLC	216914	1/27/2023	7,080.00	CONTRACTUAL SERVICES
13646	CALHOUN-BURNS & ASSOC INC	216810	1/13/2023	13,812.00	CONTRACTUAL SERVICES
14317	CAPITAL ONE	216749	1/6/2023	1,311.86	SUSTENANCE SUPPLIES
14318A	CAPITAL CITY EQUIPMENT CO	216811	1/13/2023	120.70	VHCL MTCE SUPPLIES
14776	CHAD CARLSON	216915	1/27/2023	12.00	TRAINING
15760	CARROLL CONSTRUCTION SUPP	216750	1/6/2023	47.74	TOOLS & SMALL EQUIP
15788	CATERPILLAR GLOBAL SERVIC	216863	1/20/2023	2,696.54	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	216812	1/13/2023	93.00	MISCELLANEOUS
16312	CENTRAL SALT LLC	216751	1/6/2023	26,498.77	STREET MAINT SUPPLIES
16402	CENTURYLINK	216813	1/13/2023	958.84	TELEPHONE/IT
16403	CENTURYLINK	216865	1/20/2023	6.70	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	216918	1/27/2023	49,283.02	CONTRACTUAL SERVICES
17825	CITY OF OTTUMWA, CEMETERY	216753	1/6/2023	740.00	CASH INVESTED PASSBK SVNG
18387	CLEAR RECOVERY	216814	1/13/2023	879.69	EMPLOYEE PHYSICALS/TESTS
18502	CLUB SENTRY SOFTWARE	216866	1/20/2023	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	216867	1/20/2023	5,159.05	CHILD SUPPORT PAYABLE
21825	CREDIT UNION	216868	1/20/2023	34,657.25	CREDIT UNION PAYABLE

22479 D P PLUMBING PLUS	216869 1/20/2023	1,100.00 CONTRACTUAL SERVICES
22594 DANIELS FILTER SERVICE	216919 1/27/2023	965.82 OPERATING SUPPLIES
23985 DENISES ALTERATIONS	216920 1/27/2023	12.00 OPERATING SUPPLIES
24320 DNR	216921 1/27/2023	17,929.80 IDNR SOLID WASTE FEES
24330 DERANS TOWING SERVICE	216870 1/20/2023	920.00 CONTRACTUAL SERVICES
24375 DESIGN WORKSHOP, INC	216871 1/20/2023	81,410.00 COMPREHENSIVE PLAN
25593 DXP ENTERPRISES, INC.	216923 1/27/2023	109.83 VHCL MTCE SUPPLIES
27005 ELECTRIC PUMP, INC.	216872 1/20/2023	1,541.30 VHCL MTCE SUPPLIES
27219 ELITE FIRE SPRINKLER SYS	216757 1/6/2023	425.00 GROUNDS MAINT & REPAIR
27272 ELLIOTT BULK SERVICES LLC	216815 1/13/2023	4,169.74 VHCL-FUEL
27280 ELLIOTT OIL COMPANY	216924 1/27/2023	48,496.96 VHCL-FUEL
27510 EMBLEM ENTERPRISES INC	216759 1/6/2023	781.02 SUSTENANCE SUPPLIES
27552 EMPOWER RETIREMENT	216873 1/20/2023	700.00 HARTFORD DEF COMP PAYABLE
27620 ENGINEERED EQUIPMENT	216925 1/27/2023	5,390.00 OTHER MAINT & REPAIR
27823 ERHARDT, CLAYTON	216761 1/6/2023	615.00 RENTS & LEASES
28208 EUROFINS ENVIRONMENT	216874 1/20/2023	4,604.21 LAB SUPPLIES
28449 EVORA CONSULTING, LTD	216817 1/13/2023	631.25 CONTRACTUAL SERVICES
28619 EZ-LINER	216818 1/13/2023	2,903.05 VHCL MTCE SUPPLIES
29090 FAMILY ANIMAL CARE	216819 1/13/2023	363.00 OTHER PROF SERV
29300 FASTENAL COMPANY	216820 1/13/2023	56.47 OPERATING SUPPLIES
29829 FIDELITY SECURITY LIFE	216926 1/27/2023	2,482.88 AVESIS PAYABLE
30350 FIRST RESOURCES CORP	216927 1/27/2023	240.00 CONTRACTUAL SERVICES
30568 ROBIN FITZSIMMONS	216876 1/20/2023	180.00 SUSTENANCE SUPPLIES
31459 GRP & ASSOCIATES	216821 1/13/2023	52.00 HAZARDOUS WASTE DISPOSAL
33010 GOODWIN TUCKER GROUP	216928 1/27/2023	374.73 LAB SUPPLIES
33648 GREATER OTTUMWA PARTNERS	216878 1/20/2023	10,265.00 CONTRACTUAL SERVICES
33653 GREGG YOUNG AUTOMOTIVE	216823 1/13/2023	506.47 VHCL MTCE SUPPLIES
34659 HAINES AUTO SUPPLY, INC.	216929 1/27/2023	82.84 VHCL MTCE SUPPLIES
34901 DRAYTON HAMM	216930 1/27/2023	180.00 SUSTENANCE SUPPLIES
36074 HAWKEYE ENVIRONMENTAL	216931 1/27/2023	1,500.00 CONTRACTUAL SERVICES
36083 HAWKEYE TRUCK EQUIPMENT	216762 1/6/2023	1,030.72 VHCL MTCE SUPPLIES
36302 HEARTLAND HUMANE SOCIETY	216763 1/6/2023	865.00 DOG LICENSES
36401 WILL HECKART	216764 1/6/2023	8.00 REGULAR SALARIES & WAGES
37026 HENDERSON PRODUCTS, INC.	216879 1/20/2023	78.63 VHCL MTCE SUPPLIES
37476 HILL PRODUCTIONS & MEDIA	216765 1/6/2023	211.20 ADVERT/LEGAL PUBL
38195 HOPKINS & HUBBNER PC	216880 1/20/2023	700.00 LEGAL FEES
38255 HORIZON MEDICAL PRODUCTS	216881 1/20/2023	1,769.66 EMS SUPPLIES
38921 HOWDEN USA COMPANY	216882 1/20/2023	10,441.22 OPERATING SUPPLIES
39185 HUMANA INSURANCE CO	216932 1/27/2023	49,580.24 MEDICARE PREMIUMS
40260 IOWA DEPT/PUBLIC SAFETY	216825 1/13/2023	9,234.00 TECHNOLOGY SERVICES
41505A IMWCA	216933 1/27/2023	30,283.74 POLICE W/C 411 CLAIMS
41600 IDEAL READY MIX	216934 1/27/2023	607.75 STREET MAINT SUPPLIES
41920A INDUSTRIAL CHEMICAL	216767 1/6/2023	148.00 BLDG MAINT & REPAIR
42090 INFOMAX OFF SYSTEMS INC	216827 1/13/2023	2,811.06 TECHNOLOGY SERVICES
42160 INGRAM LIBRARY SERVICES	216828 1/13/2023	2,372.73 LIBRARY MAT.-JAMES ESTATE
43465 IOWA COMMUNITIES ASSURANC	216883 1/20/2023	659.79 INSURANCE CLAIMS
43493 IOWA DARE ASSOCIATION	216935 1/27/2023	200.00 OPERATING SUPPLIES

43506 IOWA DEPT TRANSPORTATION	216884	1/20/2023	122,722.22	MISC
43506B IDOT-OFFICE OF ACCOUNTING	216885	1/20/2023	177,025.00	MISC
43514 IOWA DEPT NATURAL RESOURC	216769	1/6/2023	700.00	PERMITS
43999 IOWA ONE CALL	216770	1/6/2023	155.70	TELEPHONE/IT
45044 JEO CONSULTING GROUP, INC	216936	1/27/2023	12,436.00	MISCELLANEOUS
45057 J & J MOWING	216886	1/20/2023	2,865.00	CONTRACTUAL SERVICES
45616 JERRY'S TREE SERVICE	216771	1/6/2023	3,520.00	TREE TRIMMING
48785 KIESLER POLICE SUPPLY	216831	1/13/2023	2,341.00	TOOLS & SMALL EQUIP
49199 RON KLEIN	216937	1/27/2023	12.00	TRAVEL & CONFERENCE
49798 JEFF KROPF	216832	1/13/2023	140.00	SUSTENANCE SUPPLIES
49804D KRONOS, A UKG COMPANY	216887	1/20/2023	6,368.68	CONTRACTUAL SERVICES
50620 LANGMAN CONSTRUCTION, INC	216833	1/13/2023	106,604.35	UTILITY SYSTEM
51968 LIBERTY TIRE	216772	1/6/2023	2,301.33	TIRE DISPOSAL
52990 LOKTRONICS SECURITY CORP	216938	1/27/2023	67.08	MISCELLANEOUS
53691 MACQUEEN EQUIPMENT	216834	1/13/2023	1,302.22	VHCL MTCE SUPPLIES
54187 MAIN STREET OTTUMWA	216888	1/20/2023	9,784.50	DOWNTOWN MAINTENANCE
54390 MANATT'S INC	216774	1/6/2023	2,547.53	STREET MAINT SUPPLIES
55535 SCOTT MCCARTY	216940	1/27/2023	19.69	TRAINING
56656 MCKEE CONSTRUCTION AND	216890	1/20/2023	12,900.00	CONTRACTUAL SERVICES
57367 MEDIACOM	216775	1/6/2023	382.08	OPERATING SUPPLIES
57385 MENARDS	216942	1/27/2023	2,061.29	OPERATING SUPPLIES
57387 MED-TECH RESOURCE LLC	216943	1/27/2023	320.48	EMS SUPPLIES
57518 SYMETRA LIFE INSURANCE CO	216776	1/6/2023	4,360.08	GROUP LIFE PREMIUMS
58500 MIDAMERICAN ENERGY CO	216835	1/13/2023	5,364.30	NATURAL GAS
59301 MIDWEST AUTO GLASS & TIRE	216779	1/6/2023	263.08	VHCL MTCE SUPPLIES
59382 MIDWEST TAPE	216891	1/20/2023	86.21	LIBRARY MAT.-JAMES ESTATE
60089 JOSH MILLER	216945	1/27/2023	180.00	SUSTENANCE SUPPLIES
60097 TONY MILLER	216946	1/27/2023	12.00	TRAVEL & CONFERENCE
60299 MISSIONSQUARE	216892	1/20/2023	2,430.76	ICMA DEF COMP PAYABLE
60780 MOBILE LOCKSMITH & ALARM,	216947	1/27/2023	85.00	OPERATING SUPPLIES
61702 MOSE LEVY COMPANY INC	216781	1/6/2023	183.92	VHCL MTCE SUPPLIES
61785 MOTION INDUSTRIES	216836	1/13/2023	861.98	OPERATING SUPPLIES
63748A NENA	216782	1/6/2023	60.00	DUES & MEMBERSHIPS
65617 WASEEM NISAR	216837	1/13/2023	3,000.00	MISCELLANEOUS
65985 NORSOLV SYSTEMS ENVIRONM	216894	1/20/2023	196.31	OPERATING SUPPLIES
66001 NORRIS ASPHALT PAVING INC	216783	1/6/2023	2,544.00	STREET MAINT SUPPLIES
66558 OCCUPATIONAL SAFETY SOLUT	216784	1/6/2023	6,500.00	GRANT
66561 OFFICIAL PEST CONTROL	216785	1/6/2023	55.00	SUSTENANCE SUPPLIES
66730 OHARA HARDWARE	216787	1/6/2023	576.97	OPERATING SUPPLIES
67058 ONSITE SERVICE SOLUTIONS	216838	1/13/2023	2,134.00	CONTRACTUAL SERVICES
67098 O'REILLY AUTOMOTIVE	216895	1/20/2023	719.50	VHCL MTCE SUPPLIES
68192 OTTUMWA FIBER LLC	216788	1/6/2023	150.00	TECHNOLOGY SERVICES
68560 OTTUMWA PRINTING, INC.	216839	1/13/2023	1,632.49	PRINTING
68576 OTTUMWA RADIO	216949	1/27/2023	2,638.08	EMPLOYEE RECRUITMENT
68626 OTTUMWA SCALE SERVICE	216789	1/6/2023	225.00	MISC CONTRACT WORK
69040 OTTUMWA WATER AND HYDRO	216896	1/20/2023	12,196.13	BILLING FEES-WW
69396 PRKG2428 LLC	216841	1/13/2023	8,196.50	CONTRACTUAL SERVICES

69688 DIXIE L PARKER	216790	1/6/2023	1,600.00 JANITORIAL
70168 DIANA PARSON	216897	1/20/2023	32.00 LIBRARY MAT.-JAMES ESTATE
72230 PITNEY BOWES BANK INC	216898	1/20/2023	1,643.51 POSTAGE & SHIPPING
73290 POWERPLAN	216842	1/13/2023	933.52 VHCL MTCE SUPPLIES
73971 PROFESSIONAL JANITORIAL	216843	1/13/2023	2,580.00 JANITORIAL
74090 PROSECUTING ATTORNEYS	216899	1/20/2023	1,875.30 SUSTENANCE SUPPLIES
74626 QUALITY SERVICES CORP	216791	1/6/2023	2,764.19 VHCL MTCE SUPPLIES
77203 RG CONSTRUCTION, LLC	216792	1/6/2023	155,548.40 CAPITAL IMPROVEMENTS
77466 ROCHESTER ARMORED CAR	216900	1/20/2023	463.31 OTHER PROF SERV
78279 S & L ALL SEASON	216901	1/20/2023	62.99 TOOLS & SMALL EQUIP
78350 SADLER POWER TRAIN	216954	1/27/2023	1,339.68 VHCL MTCE SUPPLIES
78718 SANDRY FIRE SUPPLY LLC	216955	1/27/2023	5,243.44 OPERATING SUPPLIES
79358 SCHUMACHER ELEVATOR CO	216956	1/27/2023	521.06 BLDG MAINT & REPAIR
80816 DEREK SHAW	216844	1/13/2023	137.39 SUSTENANCE SUPPLIES
82136 SINCLAIR NAPA	216845	1/13/2023	1,197.71 OPERATING SUPPLIES
83920 SOUTHERN IOWA ELECTRIC	216846	1/13/2023	79.64 ELECTRIC
86970 SUPREME STAFFING INC	216793	1/6/2023	4,860.36 CONTRACTUAL SERVICES
87466 SYN-TECH SYSTEMS, INC.	216794	1/6/2023	42.00 VHCL-FUEL
88000 TEAMSTER LOCAL UNION 238	216902	1/20/2023	1,446.82 POLICE UNION DUES PAYABLE
92555 THE VAN METER COMPANY	216795	1/6/2023	328.33 OPERATING SUPPLIES
92648 VEENSTRA & KIMM INC	216848	1/13/2023	63,267.05 MISCELLANEOUS
94720 WAPELLO COUNTY SHERIFF	216849	1/13/2023	6,359.42 NATURAL GAS
94721 WAPELLO CO SHERIFF'S OFFI	216850	1/13/2023	2,522.70 DRUG TASK FORCE GRANT
95000 WAPELLO COUNTY UNITED WAY	216903	1/20/2023	14.00 UNITED WAY DED PAYABLE
95120 WAPELLO RURAL WATER ASSC	216796	1/6/2023	43.93 WATER
95368 WAYNE'S TIRE	216797	1/6/2023	669.28 VHCL MTCE SUPPLIES
96741 WILCOX EQUIPMENT	216851	1/13/2023	1,406.07 VHCL MTCE SUPPLIES
96792 WILLETT HOFMANN	216852	1/13/2023	57,330.00 OTHER PROF SERV
97100 LUKE WIMSATT	216958	1/27/2023	32.47 TRAINING
97306 WINDSTREAM ENTERPRISE	216853	1/13/2023	794.46 TELEPHONE/IT
97320 WINGER COMPANIES	216904	1/20/2023	1,095.00 RAMP MAINT & REPAIR
97334 WINN CORP	216959	1/27/2023	16,033.71 STREET MAINT SUPPLIES
ACH Federal Document Management System		1/3/2023	90.00 Credit Card Equipment Lease
ACH Bankcard		1/3/2023	44.95 Credit Card Fees
ACH Bankcard		1/3/2023	3.22 Credit Card Fee
ACH IA Dept of Revenue		1/4/2023	1,932.14 Sales Tax
ACH IRS		1/4/2023	103,714.63 941 Withholding
ACH State of Iowa		1/4/2023	19,420.14 State Withholding
ACH Federal Document Management System		1/9/2023	32.10 Credit Card Equipment Lease
ACH Commercial Card Payment		1/10/2023	42,990.78 Purchasing Card
ACH Nationwide Payments		1/10/2023	1,485.00 Payroll Payment
ACH Bankcard		1/12/2023	362.16 Credit Card Fees
ACH Ipers Payment		1/13/2023	74,545.13 Employees Retirement
ACH Advantage Administration Plan Fund		1/13/2023	2,238.09 Payroll Payment
ACH Municipal Fire & Company		1/17/2023	150,789.41 Fire & Police Retirement
ACH IRS		1/18/2023	74,359.73 941 Withholding
ACH State of Iowa		1/18/2023	14,110.45 State Withholding

ACH Advantage Administration Plan Fund
ACH Nationwide Payments

1/23/2023	2,238.09	Payroll Payment
1/24/2023	<u>1,485.00</u>	NRS Payment
	2,263,720.94	



April 4, 2023

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Board of Library Board Trustees, term to expire 07/01/2025 due to a vacancy.

Himar Hernandez
57 Kingsley Drive

Recommend re-appointment to the Parks Advisory Board, term to expire 04/19/2028.

Kim Hellige
11837 118th Ave.

received
3-22-2023

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Ottumwa Public Library

Name: Himar Hernandez Telephone: 641-799-6681
Email: (optional) _____
Address: 57 Kingsley Dr. Ottumwa ZIP: 52501
Business: _____ Telephone: _____
Address: _____ ZIP: _____
Date Available for Appointment April 2023 E-MMail: _____
Present occupation: Iowa State University Extension
Previous Employment: Iowa Workforce

Answer the following: (Use additional sheets if necessary)

Community Service:

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

- Ottumwa Legacy Foundation - current president - Term expires in 2024
- Rippling Waters (Secretary)
- WLAC 377 (Treasurer)
- Ottumwa Community Players - vice president.

Past - United Way, Big Brothers Big Sisters, Salvation Army, AEA

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

Personal:

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

Yes _____ No

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

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

Yes No

Amy Norris-Hernandez - Human Rights Commission

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

Yes No

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

Yes No

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

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

- I am a stable user of the Ottumwa Public Library for the last 15 years +
- I worked at the IMCC library for 4 years
- I worked at a library for a school district for 1 year


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

- Provide guidance to library business matters
- Provide guidance based on public input and needs and as described in the Strategic Plan

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

- Resident in Ottumwa since 1993
- Diversity background and relationship with diverse group of Ottumwans
- Consistency, good governance, ethics, listening and facilitation skills. Able to review documents.

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



Signature

3-23-2023
Date

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

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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

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



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

OPTIONAL

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

Areas of expertise	<u>Community development, diversity, Research</u>
Advocacy experience	<u>Diversity, Ottumwa</u>
Community involvement	<u>Legacy, Housing, Non profits</u>
Current profession	<u>Community Development</u>
Highest level of education	<u>Masters</u>
Race	<u>White</u>
Creed	<u>NONE</u>
Ethnicity	<u>Latino</u>
Color	<u>Brown</u>
Sex	<u>Male</u>
Sexual orientation	<u>Straight</u>
Gender identity	<u>Male</u>
National origin	<u>Spain</u>
Age	<u>45</u>
Religion	<u>NONE</u>
Disability	<u>NONE</u>

OTTUMWA CIVIL SERVICE COMMISSION

POLICE OFFICER – Entrance Eligibility List

1. Brandon Dizon

Certified March 22, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

WPCF – Operator Entrance Eligibility List

1. Eric Lewis
2. Jonathan Young

Certified March 22, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

received
3-27-23 8AM
Item No. B.-5.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : April 4, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: **Salvage Dealers License for Alter Metal Recycling, 404 N Forrest Avenue.**

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

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

RECOMMENDATION: **Approve the Salvage Dealers License for Alter Metal Recycling, 404 N Forrest Avenue.**

DISCUSSION: The Ottumwa Municipal Code provides for the annual licensing of Salvage dealers in the city. Licenses expire on March 31st of each year. Therefore Salvage Dealers re-apply annually and the city staff conducts a compliance inspection of the Salvage operation, Based upon the last inspection conducted March 20, 2023, The staff recommends approving the license. Attached is a copy of the application.



[CITY OF]

OTTUMWA

MEMORANDUM

DATE: February 22, 2023
TO: Building & Code Enforcement
FROM: Sherrie Jones, City Clerk's Office *SJ*
SUBJECT: Salvage Dealer – Alter Metal Recycling

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

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



CITY OF
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Alter Trading Corporation
Address of Salvage Dealer: 700 Office Parkway, St. Louis, MO 63141
Telephone Number of Salvage Dealer: (314) 872-2400

Business Title: Alter Metal Recycling

Business Address: 404 North Forest

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: Jason Woods - Senior Director of Operations
Address: Alter Metal Recycling 1810 E. Hull Ave., Des Moines, IA
Telephone Number: (515) 262-0764

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

Legal description of area to be licensed: See Attachment 1

Attach a plat of the proposed area to be licensed.

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

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

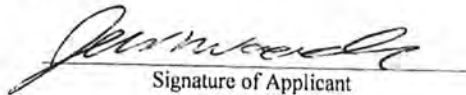
Scrap metal is to be weighed on either a truck scale or platform scale, then unloaded indoors, according to grade. Sorted material is to be loaded indoors into trucks and shipped.

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

Aljon Baler and trucks, 2 - 3 per day

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 13th day of February, 2023


Signature of Applicant

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

Date filed: 2/22/23

Date submitted to Council: _____

License No.: 2022

Receipt No.: 8742



Fidelity National Title Insurance Company

SCHEDULE A - continued

Case No. N90-589-OC

4. **LEGAL DESCRIPTION**

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

Commencing at the North Quarter (N1/4) Corner of said Section 14; thence South 00° 04' 09" East along the West line of the said NW 1/4 of the NE 1/4 of Section 14, a distance of 444.03 feet to the point of beginning of the tract of land herein described; thence continuing South 00° 04' 09" East, a distance of 568.97 feet to a point on the North line of Sixth Street in the said City of Ottumwa extended West; thence North 88° 41' 01" East along the said North line of Sixth Street, a distance of 632.83 feet; thence North 00° 06' 16" East a distance of 420.79 feet; thence North 46° 14' 24" West, a distance of 205.28 feet; thence North 89° 40' 49" West, a distance of 488.01 feet to the point of beginning, subject to all of the part along the West side thereof that is now being used for Public Roadway purposes.

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



SALVAGE DEALER LICENSE CONTINGENCY PLAN

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

Equipment Breakdowns/Maintenance Downtime

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

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

Equipment Fires

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

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

Disposal of Wastes

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

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

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



Invoice

Date	Invoice #
2/2/2023	2022 i ✓

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

City of Ottumwa
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License - 2023-24</p> <p>Please complete attached application and return with payment.</p> <p>All licenses expire 3/31/2023</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/1/2023</p>	100.00
Total		\$100.00

PA 2/2/23

received
3-27-23 8AM

[Redacted]

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: **Salvage Dealers License for Paulos used cars, 430 N Forrest Avenue.**

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

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

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

DISCUSSION: The Ottumwa Municipal Code provides for the annual licensing of Salvage dealers in the city. Licenses expire on March 31st of each year. Therefore Salvage Dealers re-apply annually and the city staff conducts a compliance inspection of the Salvage operation, Based upon the last inspection conducted March 20, 2023, The staff recommends approving the license. Attached is a copy of the application.



[CITY OF]

OTTUMWA

MEMORANDUM

DATE: March 7, 2023

TO: Building & Code Enforcement Dept. *Jake*

FROM: Sherrie Jones, City Clerk's Office *SJ*

SUBJECT: Salvage Dealer – Paulos Used Cars

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

N. Forrest Ave.

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



[CITY OF]

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Pambos used cars
Address of Salvage Dealer: 430 N Forrest Ave
Telephone Number of Salvage Dealer: 641-~~282~~ 682-4161

Business Title: Auto Recycling

Business Address: 430 N Forrest Ave

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: Brennan elder
Address: 127 W main st Agency IA
Telephone Number: 641-282-3807

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

Legal description of area to be licensed:
Pt sw SE 320'x120' sec 11-72-14, PT SW SW SE 363'x240' sec 11-72-14. 2A
2 Acres Mil SW SE cor 360' E SW cor SW SE 15, 2 Acres Mil SW SE sec 11 Des as foll: cm
A tract of land in sec 11-72-14 Desc AS, Pt SE sec 11-72-14 BG 480' N of SW cor
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
used Automobiles, 600 lbs day, 3000 week, 156,000 year

Give a detailed description of the process and disposal methods to be used:
Vehicles are drained of all fluids when they arrive oil is burned for heat
Antifreeze is Recycled to be Reused

List the equipment to be used, its design, capacities, and expected loads:
Case 321f end loader, 5,600 lb lift capacity, no loads over 4,500 lbs

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 7 day of March, 2023


Signature of Applicant

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

Date filed: 3/7/23

Date submitted to Council: _____

License No.: 2032

Receipt No.: 9131

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

ABS FIRE EQUIPMENT MAINTAIN OUR FIRE EQUIPMENT

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

PARZ LLC
430 FORREST AVE
OTTUMWA IA
52501

FIRE EXTINGUISHER FOR FÉRÉ

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

milke.pavlos@yahoo.com

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

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

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

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





Invoice

Date	Invoice #
2/2/2023	2032i ✓

Bill To
Paulos Used Cars Mike Paulos 430 N. Forest Ave. Ottumwa, IA 52501

City of Ottumwa
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	Salvage Dealer License 2023-24 Please complete attached application and return with payment. All licenses expire 3/31/2023 In order for premises to be inspected for compliance and submitted to Council for approval, application must be filed by 3/1/23	100.00
Total		\$100.00

*pd 3/7/23
#9131*

received
3-27-23 8Am

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

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

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

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

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

DISCUSSION: The Ottumwa Municipal Code provides for the annual licensing of Salvage dealers in the city. Licenses expire on March 31st of each year. Therefore Salvage Dealers re-apply annually and the city staff conducts a compliance inspection of the Salvage operation, Based upon the last inspection conducted March 20, 2023, The staff recommends approving the license. Attached is a copy of the application.



[CITY OF]

OTTUMWA

MEMORANDUM

DATE: February 24, 2023
TO: Building Code & Enforcement Dept.
FROM: Sherrie Jones, City Clerk's Office SJ
SUBJECT: Salvage Dealer – Rosenman's Inc.

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

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

received
2-24-2023 dij



CITY OF
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Rosenman's Inc.
Address of Salvage Dealer: 902 East Main Street, P.O. Box 1002, Ottumwa, Iowa 52501
Telephone Number of Salvage Dealer: (641) 683-1871

Business Title: Same

Business Address: Same

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: Same
Address: _____
Telephone Number: _____

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

Legal description of area to be licensed: Attached

Attach a plat of the proposed area to be licensed.


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

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

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

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 22 day of February, 2023



Signature of Applicant

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

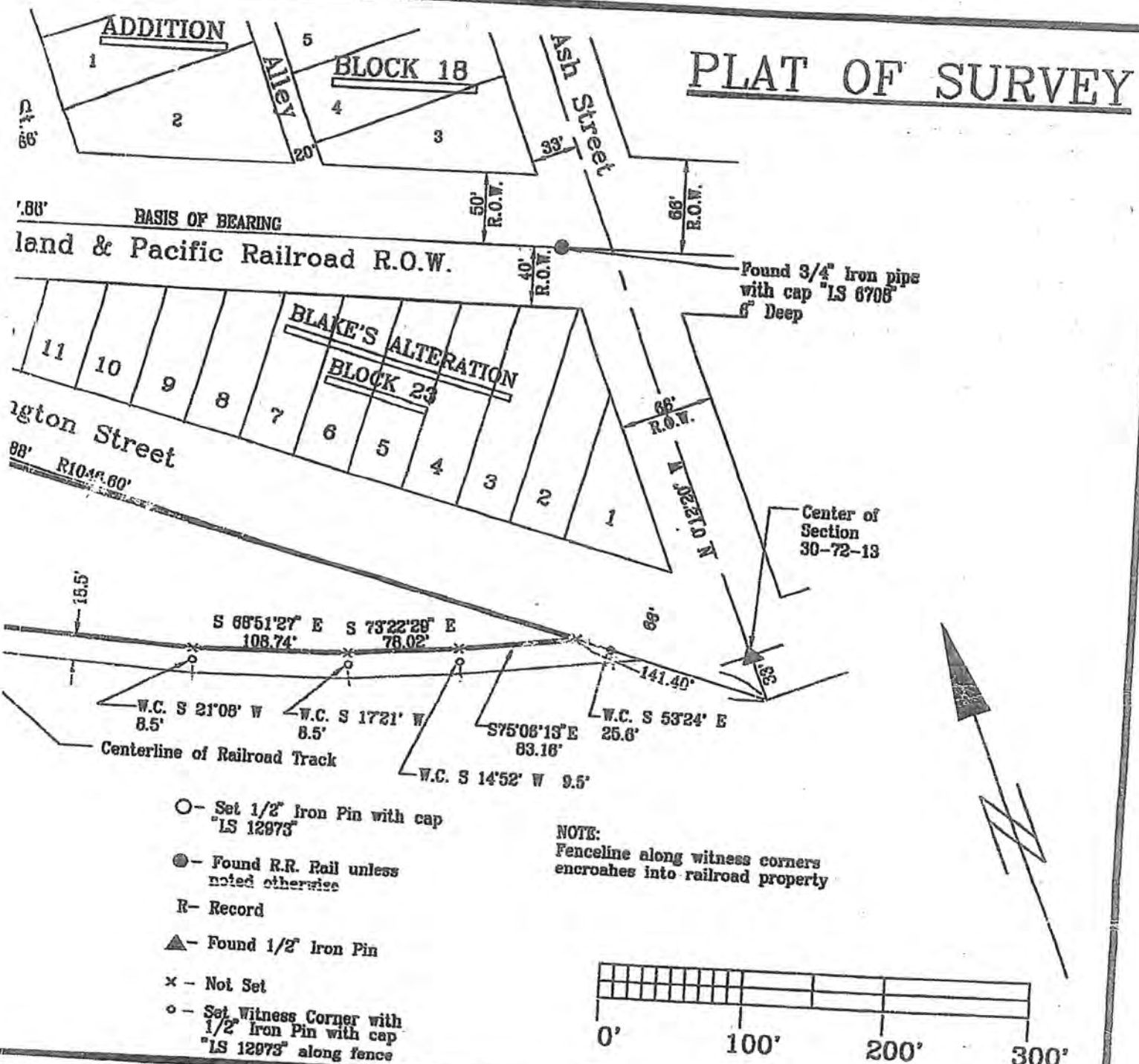
Date filed: 2/24/23

Date submitted to Council: _____

License No.: 1988

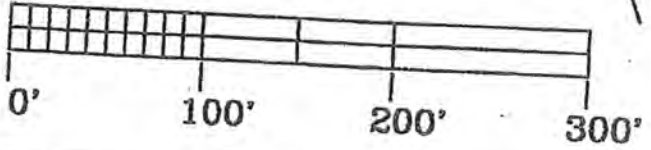
Receipt No.: 8889

PLAT OF SURVEY



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

NOTE:
Fenceline along witness corners encroaches into railroad property



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

John Jennison
Date: 10/10/94

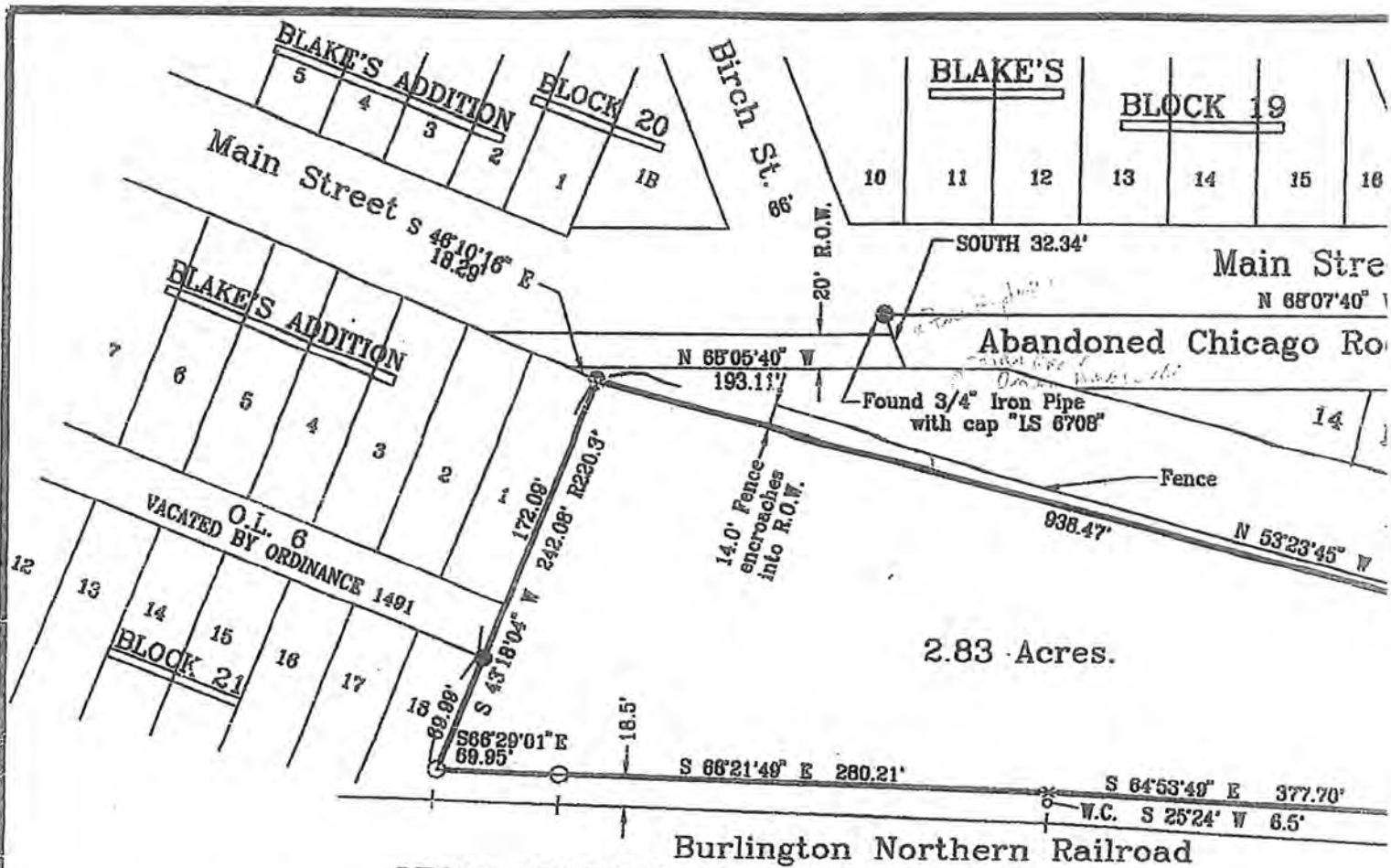


John Jennison
Reg. No. 12973

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

JENNISON/ GRAHAM & Associates, Inc.
Engineering and Surveying
611 Church St. Phone (800)882-2910
Ottumwa, Iowa 52501 Fax (515)683-1280

Registration renewal date is December 31, 1995



LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

SAID PARCEL CONTAINS 2.83 ACRES.

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

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

ROSENMAN'S INC.
STEEL SERVICE CENTER
Metals - Ferrous & Non-Ferrous - Recycling
P.O. Box 1002 Ottumwa, Iowa 52501
Phone 641-683-1871

Contingency Plan

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

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

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



Invoice

Date	Invoice #
2/2/2023	1988 i ✓

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

City of Ottumwa
105 E Third St

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	<p>Salvage Dealer License 2023-24</p> <p>Please complete attached application and return with payment.</p> <p>All lienses expire 3/31/2023</p> <p>In order for premises to be inspected for compliance and submitted to Council for approval application must be filed by 3/1/2023</p>	100.00
Total		\$100.00

*pa 2/24/23
#8887*

received
3-27-23 8AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2022

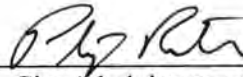
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 48-2023 - Set April 18, 2023 at 5:30 PM for the Public Hearing on the Proposed Adoption of the 2023/2024 Annual Budget for the City of Ottumwa, Iowa

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 48-2023

DISCUSSION: In accordance with laws for the State of Iowa, the City Council is required to hold a public hearing in regard to the proposed annual budget for the City prior to adoption and certification of the budget to the County Auditor. Certification to the Auditor has been extended to no later than April 30, 2023 for fiscal year 2024.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 48-2023

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR
THE PURPOSE OF CONSIDERING THE BUDGET ESTIMATE FOR THE
CITY'S FISCAL YEAR 2023-2024**

WHEREAS, the City is required to hold a public hearing concerning the City's budget estimate for fiscal year July 1, 2023 through June 30, 2024; and

WHEREAS, interested residents or taxpayers having comment for or against the stated budget estimate may appear and be heard at a public hearing held for stated purpose during the meeting of the City Council at the Ottumwa City Hall, at 105 East Third Street, Ottumwa, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that a public hearing will be scheduled and held on April 18, 2023 during the meeting of the City Council scheduled to begin at 5:30 PM for the purpose of hearing public comment related to the City's budget estimate for fiscal year 2023/2024; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the City Clerk is directed to publish notice of said meeting in accordance with law; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 4th day of April, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

received
3-27-23 8AM

3-27-23

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 4, 2023

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 50 - 2023, a resolution setting April 18, 2023 as the date of a Public Hearing on the disposition of City owned property located at 601 N Wapello Street.

 ****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. 50 - 2023

DISCUSSION: The City accepted bids on this property until March 22, 2023. The successful bidder was identified at that time. The bid will be brought to the April 18, 2023 City Council meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 50 - 2023

A RESOLUTION SETTING APRIL 18, 2023 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 601 N WAPELLO STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as HACKWORTH'S SUB OF GIL. LOT 19 City of Ottumwa, Wapello County, Iowa, also known as 601 N Wapello Street; and

WHEREAS, the above described property is a placarded house which will be sold to be repaired to meet the minimum housing standards or demolished; and

WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 18th day of April 2023 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 4th day of April 2023.

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

received
3-27-23 8AM

Item No. B.-8.

revision

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2023

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 52 - 2023, a resolution setting April 18, 2023 as the date of a Public Hearing on the disposition of City owned property located at 701 W Fourth Street. *[Signature]*

****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. 52 - 2023

DISCUSSION: The City accepted bids on this property until March 22, 2023. The successful bidder was identified at that time. The bid will be brought to the April 18, 2023 City Council meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 52 - 2023

A RESOLUTION SETTING APRIL 18, 2023 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 701 W FOURTH STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as MAJOR & DIBBLES ADD PT L25 & 26 CM INTER MCLEAN&4TH/NE49/NW 65/SW49/SE65-BG City of Ottumwa, Wapello County, Iowa, also known as 701 W Fourth Street; and

WHEREAS, the above described property is a placarded house which will be sold to be repaired to meet the minimum housing standards or demolished; and

WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 18th day of April 2023 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 4th day of April 2023.

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary



**** ACTION ITEM ****

Council Meeting of : Apr 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 58-2023: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ASBURY MANAGER LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 58-2023.

DISCUSSION: This Resolution sets the April 18, 2023 meeting as the date for a special meeting to review a development agreement with Asbury Manager, LLC. The agreement would obligate the developer to construct 30 townhome units (20 at 1321 Asbury and 10 at 1412 Sherwood). These units would be affordable, low-to-moderate income housing. For the minimum improvements, the City would provide three economic development grants

Source of Funds:

Budgeted Item: Budget Amendment Needed:

of \$62,000 each, totaling \$186,000. The last such grant would be paid at the time the project is complete. The franchise fee program provides funding for economic development incentives. The up-front payments, when cash is available, eliminate the need for tax increment financing. While TIF is a powerful tool, paying out the incentive over several years of rebates dilutes the effect and results in requiring a larger total incentive.

Complete project details will be presented at the April 18 meeting.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

April 4, 2023

5:30 P.M.

West Gate Economic Development Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Asbury Manager LLC.

IMPORTANT INFORMATION

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

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

April 4, 2023

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ASBURY MANAGER LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. 58-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH ASBURY MANAGER LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the West Gate Economic Development Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as subsequently amended, is on file in the office of the Recorder of Wapello County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Asbury Manager LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), which Minimum Improvements will include the construction of 30 townhome units that will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403, as outlined in the proposed Agreement; and

WHEREAS, the Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to three (3) Economic Development Grant payments to Developer, each in the amount of \$62,000, under the terms and following satisfaction of the conditions set forth in the Agreement, which Economic Development Grants are intended to serve as the City's local match for the Project; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M. on April 18, 2023, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Asbury Manager LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ASBURY MANAGER LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 18, 2023, at 5:30 P.M. in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Asbury Manager LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the West Gate Economic Development Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"). The Minimum Improvements will include the construction of 30 townhome units that will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403, under the terms and conditions set forth in the Agreement.

The Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement. The Agreement proposes that the City will make up to 3 Economic Development Grant payments to Developer as the local match for the Project, each in the amount of \$62,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of April, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF OTTUMWA, IOWA

AND

ASBURY MANAGER LLC

_____, 2023

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2023, by and among the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (the "Urban Renewal Act"), and ASBURY MANAGER LLC, an Iowa limited liability company (the "Developer"). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the redevelopment of an area of the City and, in connection therewith, created the West Gate Urban Renewal Area (the "Area"), which is described in the West Gate Urban Renewal Plan originally adopted in 1989 and subsequently amended (the "Urban Renewal Plan"); and

WHEREAS, the Developer owns, or will own, certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"), comprised of two separate properties; and

WHEREAS, the Developer intends to develop 30 townhome units on the Development Property, 100% of which units will be affordable to tenants who qualify as low to moderate income families under Iowa Code Chapter 403 (the "Project"), as more particularly described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Developer has been awarded Low-Income Housing Tax Credits for the Project and, accordingly, the City is willing to provide a local match incentive for the Project, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

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

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless

a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessor means the assessor for Wapello County, Iowa.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Ottumwa, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Wapello, Iowa.

Developer means Asbury Manager LLC, an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments proposed to be made by the City to Developer under Article VIII of this Agreement as a local match for the Project.

Event of Default means any of the events described in Section 10.1 of this Agreement.

LMI Housing Unit means an apartment that is affordable to families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Wapello County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means the 30 townhome units to be constructed on the Development Property, 100% of which units shall qualify as LMI Housing Units under Iowa Code Chapter 403, as more particularly described in Exhibit B attached hereto and made a part hereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the West Gate Urban Renewal Area, as may be amended, described in the preambles hereof.

Urban Renewal Plan means the West Gate Urban Renewal Plan, as may be amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

West Gate Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Asbury Manager LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer, or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The development of the Minimum Improvements will require a total investment of approximately \$10,000,000.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements will commence by no later than July 1, 2023 and will be completed by June 30, 2024.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with this Agreement and the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in this Agreement and the Construction Plans. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with this Agreement and all applicable federal, State, and local laws and regulations.

The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken by no later than July 1, 2023 and completed by: (i) no later than June 30, 2024; or (ii) such later date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Wapello County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion

in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to cause the completion of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion. Failure by the City to timely respond to Developer's request for a Certificate of Completion (with either a Certificate of Completion or a written statement of deficiency or Default) shall constitute a waiver of the City's right to object as provided above.

Section 3.5. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens except for liens from Developer's construction or permanent financing lenders or liens which are being diligently and reasonably contested by Developer; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 3.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. The parties acknowledge that tax liability and property tax assessments for the Development Property and Minimum Improvements may be directed by the State or federal law regarding taxation of low-income housing; further, the parties agree and acknowledge that nothing in this Agreement is intended to change the imposition of tax liability and tax assessments as otherwise directed by law. Until Developer's obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date, they shall not:

a. Seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; nor

b. Seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Development Property, including but not limited to tax abatement under the City's Urban Revitalization Plan.

ARTICLE IV. LOW INCOME HOUSING TAX CREDITS

Section 4.1. Requirements of 9% Housing Tax Credit Qualified Allocation Plan. After issuance of one or more occupancy permits for the Minimum Improvements at least through the Termination Date, Developer shall cause all the townhome units constructed as part of the Minimum Improvements to be rented as LMI Housing Units that comply with the requirements of the Iowa Finance Authority's 9% Housing Tax Credit Qualified Allocation Plan Program and the requirements of the federal low-income housing tax credit program (collectively, the "LIHTC Program").

Section 4.2. Local Match. The Economic Development Grant described in Article VIII of this Agreement is intended to serve as the local match for the LIHTC Program incentives for the Project. The Economic Development Grant described in this Agreement will be the only local match provided to the Developer, absent an amendment to this Agreement or a subsequent agreement executed by the parties.

Section 4.3. Hold City Harmless. Developer shall hold harmless the City from any loss arising out of or related to Developer's failure to fulfill the requirements of the LIHTC Program or failure of the Project to receive the LIHTC Program incentives.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and

expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain or cause to be maintained a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$75,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall cause the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Development Property and Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status, except as permitted by law.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement or the State Agreement so that City can determine compliance with this Agreement.

Section 6.6. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements owned by the Developer have been paid for the prior fiscal year and any taxes due

and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements and the fully assessed value; (iii) certification of the number of LMI Housing Units on the Development Property that are affordable to or occupied by LMI families; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2024 and ending on October 15, 2034, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer Annual Certification.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except the rental of individual units to persons who will occupy a unit) unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City. Notwithstanding anything to the contrary contained herein, Developer may collaterally assign its right to receive the Economic Development Grants under the terms of this Agreement to finance construction of the Minimum Improvements, without further action or approval by the City, provided Developer remains obligated to fully perform all of its obligations under the Agreement.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agrees that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to provide Developer with up to three grant payments, each in the amount of Sixty-Two Thousand Dollars (\$62,000) (the “Economic Development Grants”). The City agrees to provide an Economic Development Grant to Developer on or within five (5) business days of the following dates: July 1, 2023; January 1, 2024; and July 1, 2024; subject to satisfaction of all the following conditions:

a. No Event of Default has occurred and is continuing past the applicable cure period, and Developer is in compliance with the terms of this Agreement at the time of payment;

b. The following benchmarks of Project completion have been met for the respective Economic Development Grant Payment:

i. For the July 1, 2023 payment, Developer has commenced construction of the Minimum Improvements;

ii. For the January 1, 2024 payment, Developer has materially progressed in the construction of the Minimum Improvements since the previously provided Grant; and

iii. For the July 1, 2024 payment, Developer has completed construction of the Minimum Improvements (evidenced by issuance of one or more occupancy permits for at least 30 townhome units); and

c. The City Council of the City has appropriated funds for and approved an advancement of funds to pay the Economic Development Grant, to be paid from a City fund or account with sufficient available funds that may legally be used for payment of the Economic Development Grant.

Section 8.2. Source of Grant Funds. The City intends to advance funds for payment of the Economic Development Grants from a City fund containing a sufficient amount of funds that are available for use to pay the Economic Development Grants, such as the City’s Franchise Fee Fund. Thereafter, the City intends to certify the advancement of funds to the County Auditor as an indebtedness suitable for repayment from the West Gate Urban Renewal Area Tax Increment Revenue Fund. The City shall have no obligation to Developer with respect to funds deposited into the West Gate Urban Renewal Area Tax Increment Revenue Fund.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IX, the “Indemnified

Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Failure by Developer or the Minimum Improvements to comply with any requirements of the LITHC Program;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days (except in the case of an Event of Default under subsections 10.1(d), (e), or (f) which Events of Default do not require a notice and cure period), or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City shall have no obligation to provide the Economic Development Grants to Developer;

e. If the City has previously paid any Economic Development Grants to Developer, then the City shall be entitled to recover from Developer, and Developer shall repay to the City,

an amount equal to the full amount of the paid Economic Development Grants, with interest thereon at the highest rate permitted by State law; the City may take any action, including any legal action it deems necessary, to recover such amount from Developer; and/or

f. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Asbury Manager LLC at 1708 South Main Street Suite 300, Fairfield, IA 52556;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3rd Street, Ottumwa, IA 52501 Attn: Chris Reinhard, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2034 unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk,

and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Richard Johnson, Mayor

ATTEST:

By: _____
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

ASBURY MANAGER LLC
an Iowa limited liability company

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of Asbury Manager LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Asbury Manager LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

Street Addresses: 1412 Sherwood Drive, Ottumwa, IA 52501 and 1321 Asbury Ave., Ottumwa, IA 52501

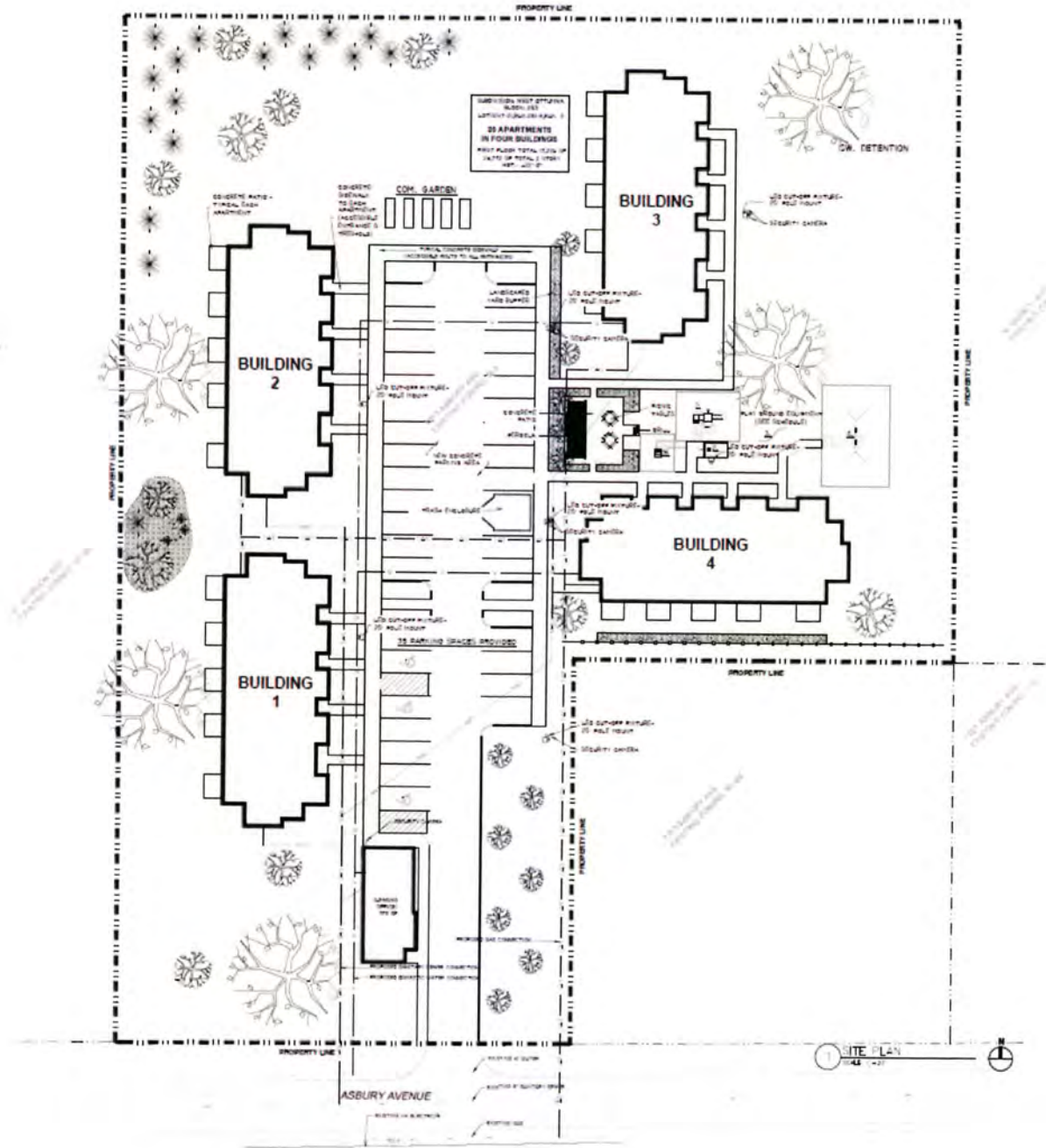
Wapello County Parcel Nos. 007417540029000, 007417290031000, 007417290027000, and 007417290030000

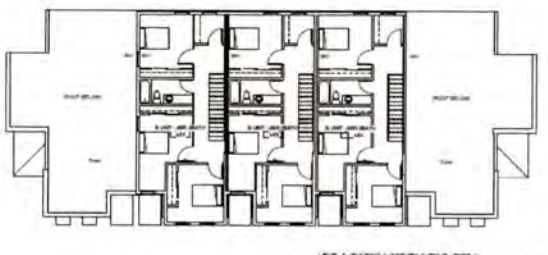
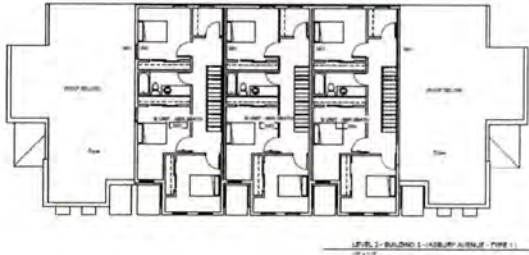
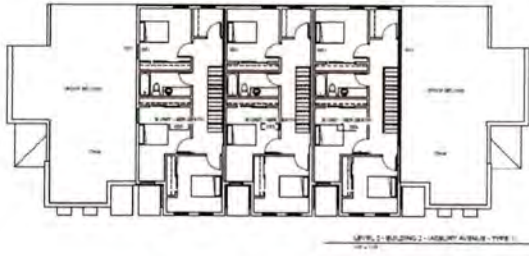
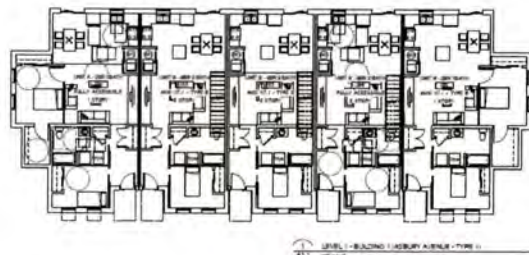
EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means thirty (30) single-family townhome units to be constructed on the Development Property, which shall be rented as LMI Housing Units. The Minimum Improvements will require an investment of at least \$10,000,000. The construction of the Minimum Improvements will be completed by July 1, 2024.

See Exhibit B-1 for preliminary plans and renderings of the Minimum Improvements.

**EXHIBIT B-1
PRELIMINARY SITE PLANS**





Building Type - Office Building Area			
Room No.	Area	Use	Comments
101	101	OFFICE	
102	102	OFFICE	
103	103	OFFICE	
104	104	OFFICE	
105	105	OFFICE	
106	106	OFFICE	
107	107	OFFICE	
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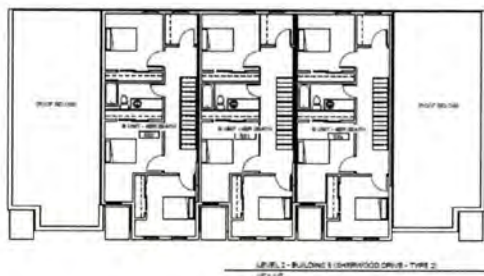




EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and Asbury Manager LLC, an Iowa limited liability company, ("Developer"), did on or about the _____ day of _____, 2023, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth Avenue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to cause the construction of certain Minimum Improvements in accordance with the Agreement (as defined therein); and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, P.C., 100 Court Ave. Ste 600, Des Moines, IA 50309, 515-246-0328
Return to: City Clerk, City of Ottumwa, Iowa, 105 E 3rd Street, Ottumwa, IA 52501

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa (“City”) and Asbury Manager LLC, an Iowa limited liability company, (“Developer”), did on or about the ____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the West Gate Urban Renewal Plan (“Plan”), as amended, to develop certain real property located within the City and within the West Gate Urban Renewal Area, legally described as follows:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A

AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578. Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth A venue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2023 and terminates on December 31, 2034, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 2023.

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

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Richard Johnson, Mayor

ATTEST:

By: _____
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Ottumwa]

ASBURY MANAGER LLC
an Iowa limited liability company

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of Asbury Manager LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Asbury Manager LLC]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15th as required under terms of Development Agreement)

The Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20___, at a full assessment value of \$_____;

(iii) The total number of units at the Minimum Improvements that are affordable to or leased by LMI families, as defined in the Agreement, as of October 1, 20___ is _____.

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20___.

ASBURY MANAGER LLC

By: _____

Its: _____

Attachments: Proof of payment of taxes

02152474-1\10981-144



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 59-2023 RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON DISPOSITION OF CITY PROPERTY AT 226 S WARD

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 59-2023

DISCUSSION: Mahaska Communicaions Group has submitted an application to purchase the City-owned property at 226 S Ward. The developer intends to use the lot to place equipment for a broadband utility project. This resolution sets a public hearing to consider the disposition of the lot on April 18.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 59-2023

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON DISPOSITION
OF CITY PROPERTY AT 226 S WARD

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Harsh and Wagners Subdivision Lot 13, City of Ottumwa, Wapello County, Iowa and known locally as 226 S Ward; and

WHEREAS, Mahaska Communication Group, LLC has submitted an application to purchase the above property for the purpose of placing permanent equipment for a broadband utility project; and

WHEREAS, before such application may be considered, it is necessary that a public hearing be held thereon and that due notice be given.

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the disposition of City property at 226 S Ward, on April 18, 2023, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. April 18, 2023 will be the next regularly scheduled City Council meeting after the publication of notice.

Section 3. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON DISPOSITION OF
CITY PROPERTY AT 226 S WARD

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, April 18, 2023 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as Harsh and Wagners Subdivision Lot 13, City of Ottumwa, Wapello County, Iowa, also known as 226 S Ward, to Mahaska Communications Group. 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.

If you are unable to attend this meeting but have comments, written comments must be received no later than 4:30 p.m. April 6, 2023. Written comments may be addressed to: City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501.

Dated this 4th day of April, 2023.

City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of April, 2023.

Richard W. Johnson, Mayor

ATTEST:

City Clerk



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 60-2023 RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON DISPOSITION OF CITY PROPERTY AT 328 S WARD

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 60-2023

DISCUSSION: Rippling Waters has submitted an application to purchase the City-owned property at 328 S Ward. The developer intends to use the lot to construct a single-family home This resolution sets a public hearing to consider the disposition of the lot on April 18.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 60-2023

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON DISPOSITION
OF CITY PROPERTY AT 328 S WARD

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 9, except the South 14 feet thereof; and the South 14 feet of Lot 10 in Leighton and Bannister's 1st Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 226 S Ward; and

WHEREAS, Rippling Waters has submitted an application to purchase the above property for the purpose of constructing a single-family home; and

WHEREAS, before such application may be considered, it is necessary that a public hearing be held thereon and that due notice be given.

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the disposition of City property at 328 S Ward, on April 18, 2023, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. April 18, 2023 will be the next regularly scheduled City Council meeting after the publication of notice.

Section 3. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON DISPOSITION OF
CITY PROPERTY AT 328 S WARD

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, April 18, 2023 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as Lot 9, except the South 14 feet thereof; and the South 14 feet of Lot 10 in Leighton and Bannister's 1st Addition to the City of Ottumwa, Wapello County, Iowa, also known as 328 S Ward, to Rippling Waters. 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.

If you are unable to attend this meeting but have comments, written comments must be received no later than 4:30 p.m. April 6, 2023. Written comments may be addressed to: City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501.

Dated this 4th day of April, 2023.

City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of April, 2023.

Richard W. Johnson, Mayor

ATTEST:

City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: April 4, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Approving the labor and installation costs for the 3rd Street Parking Lot dumpster enclosure from Schaus-Vorhies Mfg., Inc.

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

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

RECOMMENDATION: Approve labor and installation costs.

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

After reviewing the public parking lots with the SSMID Committee, the recommendation for the first of a series of enclosures was 3rd Street Parking lot.

SSMID Team will be responsible for permitting and coordination of use of the enclosure area.

Installation of the dumpster enclosure was performed by the City of Ottumwa. The total installation cost is \$7,885.85, which includes concrete and miscellaneous hardware was \$7,885.85.

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

Schaus-Vorhies Mfg., Inc. Fairfield, Iowa	\$13,150.00	Steel Fabrications
City of Ottumwa Force Account	\$ 7,885.85	Installation Labor and Material
	\$21,035.85	Total Dumpster Enclosure
SSMID Fund 162 Balance Jan-23	\$76,678.00	

Source of Funds: SSMID fund balance Budgeted Item: yes Budget Amendment Needed: no



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Larry Seals *Larry Seals*
Department Head

City Administrator Approval

AGENDA TITLE: Replacement of Flow Monitors

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

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

RECOMMENDATION:

Approve the replacement of one FL1500 Flow logger at \$5,636.00 each, and one AV9000S Analyzer Modules at \$847.00 each. The total amount is \$6,483.

DISCUSSION: This is to replace flow metering equipment at one of ten Combined Sewer Overflow stations. The flow meters are over 20 years old and failing. The equipment is used to determine water flow amounts during rain events to determine how much combined flow is leaving the system.

WPCF budgeted \$20,000 in 610-8-815-6727 and will be taken out of the line item.

With prior expenses of \$12,346.87 and this \$6,483 there would be a balance of \$1,170.12 left. Gurney and USA Bluebook had the exact price.



TERMS & CONDITIONS

- {1} **BERT GURNEY & ASSOCIATES, INC.** is the "Company" and you are the "Purchaser" referred to in the terms and "CONDITIONS".
- {2} Purchaser's terms and conditions inconsistent with those set forth herein will not be recognized and will be of no effect unless agreed to in writing by the Company.
- {3} This proposal is limited to the quantities and items specifically mentioned and listed. The right to correct all typographical or clerical errors in prices or specifications is reserved.
- {4} Unless otherwise specified, prices are F.O.B. point of shipment and are subject to change unless orders are placed with the Company within thirty (30) days from date of Proposal.
- {5} The amount of any applicable tax or other government charge upon the production, sale, shipment and/or use of the goods covered by this proposal shall be added to the price and shall be paid by the Purchaser.
- {6} The Company reserves the right to assign to its Suppliers all or part of the material or equipment to be supplied under this proposal.
- {7} All proposals are subject to the approval of the Company and/or its Supplier.
- {8} If delivery specified herein is F.O.B. point of destination or F.O.B. point of shipment with freight allowed, the Purchaser shall pay the Company or its Supplier, in addition to the purchase price, any amount by which the freight on the goods may be increased by reason of increased freight rates between the dates of this proposal and shipment.
- {9} If shipments are delayed by the Purchaser, payment shall become due on date when the Company or its Supplier is prepared to make shipment, and Purchaser shall assume all risk and expense of storage.
- {10} The Company shall not be liable for failure to perform or delay in performing an obligation resulting from Acts of God, fires, strikes, accident, terrorism, or other factors beyond reasonable control of the Company.
- {11} Without written authority to Purchaser, the Company or its Supplier will not be liable for expense of repairs made on material or equipment performed outside of Company's factory.
- {12} The Company shall not be liable for any special, indirect, or consequential damages resulting in any manner from the furnishings of the equipment herein or for damages of any kind arising from the use of the equipment specified herein.
- {13} It is understood and agreed that title and right of possession to all material or equipment sold under this proposal remains with the Company or its Supplier until it has received the full price therefore, and same shall retain its characteristics as personal property regardless of its use prior to payment of the purchase price.
- {14} Terms, unless otherwise specified, are thirty (30) days net from date of invoice F.O.B. point of shipment and are not contingent on performance of equipment or materials. Payments in U.S. currency. The Company or its Suppliers may require pro rata payments for partial shipments.

Part#: 69902



Hach FL1500 Basic Flowmeter, 2
Sensor Ports, 120 VAC,
LFV001.99.W2NXH

Price:
\$5,636.00

Brand: [Hach Company](#)
Catalog: [Page 431](#)

-	1	+	Add to Cart
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Add to Wishlist			
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Part#: 69907



AV9000S Module for Hach FL1500
(Bare Wires), 9504601

Price:
\$847.00

Brand: [Hach Company](#)
Catalog: [Page 434](#)

-	1	+	Add to Cart
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Add to Wishlist			
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Prices from USA Bluebook.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: April 4, 2023

Public Works - WPCF
Department

Phillip Burgmeier
Prepared By

Larry Seals *Larry Seals*
Department Head

City Administrator Approval

AGENDA TITLE: Assign the Biosolids Hauling Contract to Ecosystems, Inc of Ottumwa, IA, and Authorize Mayor to Sign.

Public hearing required if this box is checked.

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

RECOMMENDATION: Authorize Assignment of Contract

DISCUSSION:

The City of Ottumwa, Midwest Injection Inc., and Ecosystems Inc. have mutually agreed to assign the remainder of the current biosolids hauling contract from Midwest Injection Inc. to Ecosystems Inc. The hauling rates paid by the City will not change because of the assignment of this contract. The contract remains in effect until July 29, 2024.

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT is made as of the 22nd day of March, 2023 by and between Midwest Injection, Inc. (Assignor), Ecosystems, Inc. (Assignee), and the City of Ottumwa (the City).

Recitals

The City and Assignor are parties to that certain Contract for Biosolids Hauling dated July 29, 2021. A copy of the Contract is attached hereto and incorporated by reference as "Exhibit A."

Assignor has proposed to assign its rights and obligations under the Contract to Assignee. Assignor hereby requests that the City consent to assignment of the Contract to Assignee, to be effective on the date first mentioned above (the "Effective Date"). Assignor requests that on and after the Effective Date, they be relieved of all ongoing liabilities and obligations incurred under the Contract. Notwithstanding the foregoing, Assignor will remain liable for all obligations and liabilities under the Contract incurred prior to the Effective Date.

In consideration of the foregoing, the covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment

Assignor hereby assigns and transfers to Assignee all of its rights and obligations under the Contract, to become effective as of the Effective Date.

Assumption

On and after the Effective Date, Assignee hereby accepts the foregoing assignment from Assignor and assumes and agrees to perform all of the terms, conditions and provisions of Contractor pursuant to the Contract. In no event is Assignee assuming any obligations and liabilities under the Contract incurred prior to the Effective Date.


Consent

The City hereby consents to the foregoing assignment of the Contract from Assignor to Assignee and assumption of the Contract by Assignee, all as of the Effective Date.

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. For all purposes herein, electronic signatures shall be deemed the equivalent of original signatures.


ASSIGNOR

Midwest Injection, Inc.

By: 
Its: Jake McAllister
President

ASSIGNEE

Ecosystems, Inc.

By: 
Its: Jeffrey Klodt
President

CITY OF OTTUMWA

Mayor

Attest:

City Clerk

Exhibit A

Contract

REQUEST FOR PROPOSAL

BIOSOLIDS HAULING FROM THE CITY OF OTTUMWA, IA WPCF

The City of Ottumwa, Iowa is accepting sealed proposals for the hauling of Biosolids from its Water Pollution Control Facility located at 2222 South Emma St, Ottumwa, Iowa. Sealed proposals shall be submitted to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, by 2:00 p.m. on July 12, 2021 and clearly labeled BIOSOLIDS HAULING FROM CITY OF OTTUMWA WPCF. Proposal opening to be held at 2:00 p.m. on July 12, 2021 with award recommendations at the July 20, 2021 city council meeting.

This project consist of hauling all of the City's Biosolids. If in liquid form approx. 5.7 million gallons with 2 to 4% solids or solid form approx. 5000 wet tons per year at 15 to 20% solids for land application on land approved by Iowa DNR. These volumes are estimates only and not to be used as exact numbers. This contract will be for three (3) years. After three (3) years it may be extended by mutual consent of both parties or cancelled by either party with a thirty (30) day written notice.

The Contractor hereby agrees to furnish all labor, tools, transportation and equipment necessary to fulfill the contract consisting of: transporting and spreading stabilized Biosolids, liquid or solid form, from the Ottumwa Water Pollution Facility, at 2222 South Emma Street, Ottumwa, Iowa, to farm fields as designated by the Farm Owner. Said Biosolids shall be spread by the Contractor in accordance with the Department of Natural Resources, Rule 567-67 (455B) Iowa Administrative Code, 40 CFR 503 Federal Code of Regulations, and at the direction of the WPCF Superintendent in charge of said facilities.

IT IS UNDERSTOOD AND AGREED:

That it is mutually understood and agreed by and between the parties of this proposal that conditions exist which control the activities of said proposal. Weather, field conditions, season of year, and departmental functions are some limiting factors most likely to occur.

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.

The cost per gallon will include all costs associated with the transport and application of the biosolids, including fuel costs and or fuel surcharge costs.

The Contractor is responsible for obtaining all IDNR approved land for Biosolids application sites and permits for all Biosolids disposal sites.

When the City's Biosolids are ready to land apply, the Contractor must be available to begin hauling the Biosolids within two (2) days or when field conditions are acceptable.

The Contractor must furnish the WPCF with legal descriptions, crop information and any other information required to meet the regulations and for IDNR required annual reports. The Contractor must maintain and provide to the City all reports regarding field application rates per disposal sites.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City 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 City must be included as an additional insured to the certificate of insurance. Proof of insurance will be submitted to the City of Ottumwa annually. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

If you have any question call Ron Jacobsen, Ottumwa's Water Pollution Control Facility Superintendent at 641-683-0641

This contract will require City Council action. Council action is anticipated on July 20, 2021.

Interested parties are ***strongly urged*** to view the details of this project and visit the plant to be aware of the work involved.

PROPOSAL FOR: BIOSOLIDS HAULING FROM THE CITY OF OTTUMWA, IA WPCF

July 12, 2021
Date

Bid items: Hauling and applying

1st year
Price for hauling liquid \$0.0375 /gallon
Price for hauling pressed solids \$28.50 /per wet ton

2nd year
Price for hauling liquid \$ 0.38 /gallon
Price for hauling pressed solids \$29.00 /per wet ton

3rd year
Price for hauling liquid \$ 0.385 /gallon
Price for hauling pressed solids \$29.50 /per wet ton

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 proposal 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.

TO WHOM IT MAY CONCERN:

The undersigned has examined the request for proposal bid for hauling services and agrees to furnish said services in accordance RFP.

Midwest Injection Inc.
Name of Company

563-852-7125
Phone Number

By 
Authorized Signature
Jake McAllister, President

July 12, 2021
Date

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 29 day July, 2021 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and Midwest Injection Inc of Cascade, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE BIOSOLIDS HAULING as stated above and the signed proposal are included as part of this contract.

In the following location to wit: 2222 South Emma, Ottumwa, IA

It is understood and agreed: The Contract will be paid upon satisfactory completion of each hauling event and acceptance as directed by City of Ottumwa WPCF Superintendent.

In the conduct of the services contemplated hereunder, Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the Owner and other governmental authorities with jurisdiction over the work. Contractor must qualify for and obtain any required licenses or permits prior to commencement of work.

Services provided by Contractor under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Contractor shall indemnify and hold the Owner harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the Owner may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Contractor. If a suit, action, arbitration or other proceeding is instituted by the Owner in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

This Agreement shall begin 60 days after council approval and shall continue in effect for three (3) years unless terminated by either party in accordance with this Agreement.

This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by the Owner, without cause and for its convenience upon thirty (30) days written notice to the Contractor. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, Contractor shall be compensated for all services performed prior to the date of termination.

Contractor may not assign Contractor's rights or delegate Contractor's duties or obligations under this Agreement without the prior written consent of the Owner.

This Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

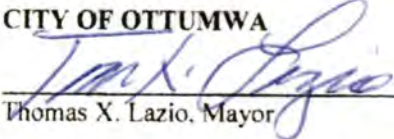
If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.


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


Thomas X. Lazio, Mayor

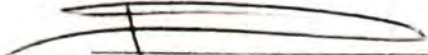
ATTEST:


Chris Reinhard, City Clerk

CONTRACTOR

Midwest Injection Inc.

Company Name


Representative Signature

1621 McCabe Lane

Company Address

Cascade, IA 52033

City, State, Zip

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #38-2023. Awarding the contract for the Green Street Sewer Improvements Project – Group A.

****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 #38-2023.

DISCUSSION: During both the Main Street Projects (Vine Street to Jefferson) and Main Street (Jefferson to Market Street) a separate storm system was installed and then re-combined at the Main and Green Street intersection. This project will connect the newly installed storm systems and complete the backbone for future separations. This project will be known as Group A.

Once completed this project will allow storm water to discharge by gravity during rain events but has the added feature of pumping by back flowing to the new storm pump station on Gateway Drive during major river flood events.

This project also includes installation of a new larger waterline that will allow for increased flow capacity and will be reimbursed by Ottumwa Water and Hydro.

A Notice of Project was placed on the City’s website directing contractors to contact JEO Consulting Group, who submitted their Plans and Specs to Master Builders of Iowa and Iowa League of Cities for publication with their Construction Update plan services. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on February 28, 2023 at 2:30 p.m. One (1) bid was received. The low bidder is J & K Contracting, LLC of Urbandale, Iowa in the amount of \$1,655,000.00.

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

Bid Tab and Plan Holders List are attached.

Total Amount Budgeted for Whole Project: \$1,700,000.00

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #38-2023

A RESOLUTION AWARDING THE CONTRACT FOR THE
GREEN STREET SEWER IMPROVEMENTS PROJECT – GROUP A

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

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, J & K Contracting of Urbandale, Iowa in the amount of \$1,655,000.00.

APPROVED, PASSED, AND ADOPTED, this 4th day of April, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



Bid Tab

PROJECT | 2023 GREEN STREET SEWER IMPROVEMENTS

JEO PROJECT NO. | 200341.00

LOCATION | Ottumwa, IA

LETTING | February 28, 2023

OPINION OF PROBABLE COST | Group A - \$1,500,000; Group B - \$200,000

Bidder	Total Group A	Total Group B
J&K Contracting	\$1,655,000.00	
DC Concrete & Construction		\$185,760.00



Tab Sheet

PROJECT | 2023 GREEN STREET SEWER IMPROVEMENTS

JEO PROJECT NO. | 200341.00

LOCATION | Ottumwa, IA

				J&K Contracting			DC Concrete & Construction	
BASE BID – GROUP A – SANITARY COLLECTION SYSTEM IMPROVEMENTS								
Bid Group	Item No.	Description	Div 1 Qty.	Div 2 Qty.	Unit	Unit Price	Total	Total
Group A	10.	Topsoil, On-Site	361		CY	\$28.00	\$10,108.00	\$0.00
Group A	20.	Excavation, Class 12	15		CY	\$250.00	\$3,750.00	\$0.00
Group A	30.	Subgrade Prep	1761		SY	\$6.00	\$10,566.00	\$0.00
Group A	40.	Subbase, Modified	1761		SY	\$40.00	\$70,440.00	\$0.00
Group A	50.	Removal of Structure, Valve Pit	1		EA	\$4,200.00	\$4,200.00	\$0.00
Group A	60.	Remove Watermain	60		LF	\$25.00	\$1,500.00	\$0.00
Group A	70.	Filling & Plugging of Watermain Pipe, PVC, 20 In.	90		LF	\$80.00	\$7,200.00	\$0.00
Group A	80.	Trench Compaction Testing	0.75	0.25	LS	\$5,700.00	\$5,700.00	\$0.00
Group A	90.	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	10		LF	\$600.00	\$6,000.00	\$0.00
Group A	100.	Storm Sewer, Trenched, RCP, 15 In.	40		LF	\$150.00	\$6,000.00	\$0.00
Group A	110.	Storm Sewer, Trenched, RCP, 48 In.	452		LF	\$470.00	\$212,440.00	\$0.00
Group A	120.	Storm Sewer with casing pipe, Trenchless, RCP, 36 In.	204		LF	\$1,885.00	\$384,540.00	\$0.00
Group A	130.	Removal of Storm Sewer	42		LF	\$40.00	\$1,680.00	\$0.00
Group A	140.	Subdrain, 4"	547		LF	\$18.00	\$9,846.00	\$0.00
Group A	150.	Subdrain, Cleanout	2		EA	\$1,200.00	\$2,400.00	\$0.00
Group A	160.	Subdrain, Outlets & Connections	2		EA	\$450.00	\$900.00	\$0.00
Group A	170.	Watermain, Trenched, DIP, 6 In.		8	LF	\$220.00	\$1,760.00	\$0.00
Group A	180.	Watermain, Trenched, DIP, 20 In.		337	LF	\$240.00	\$80,880.00	\$0.00
Group A	190.	Watermain, Trenched, DIP, 24 In.		80	LF	\$315.00	\$25,200.00	\$0.00
Group A	200.	Watermain with Casing Pipe, Trenchless, DIP, 20 In.		90	LF	\$1,200.00	\$108,000.00	\$0.00
Group A	210.	Fittings, Ductile Iron, 8"		26	LB	\$45.00	\$1,170.00	\$0.00
Group A	220.	Fittings, Ductile Iron, 20"		2775	LB	\$12.00	\$33,300.00	\$0.00
Group A	230.	Fittings, Ductile Iron, 24"		3350	LB	\$13.00	\$43,550.00	\$0.00
Group A	240.	Valve, Gate, DIP, 6 In.		1	EA	\$2,400.00	\$2,400.00	\$0.00
Group A	250.	Valve, Gate, DIP, 20 In.		1	EA	\$32,000.00	\$32,000.00	\$0.00
Group A	260.	Valve, Gate, DIP, 24 In.		1	EA	\$42,500.00	\$42,500.00	\$0.00
Group A	270.	Valve Box Extension		2	EA	\$750.00	\$1,500.00	\$0.00
Group A	280.	Fire Hydrant Assembly		1	EA	\$7,800.00	\$7,800.00	\$0.00
Group A	290.	Fire Hydrant Assembly Removal		1	EA	\$950.00	\$950.00	\$0.00
Group A	300.	Valve Removal		4	EA	\$800.00	\$3,200.00	\$0.00
Group A	310.	Manhole, SW-401, 84"	2		EA	\$17,500.00	\$35,000.00	\$0.00
Group A	320.	Manhole, Modified SW-403	2		EA	\$55,500.00	\$111,000.00	\$0.00
Group A	330.	Intake, SW-501	2		EA	\$5,500.00	\$11,000.00	\$0.00
Group A	340.	Intake, SW-502, 84"	1		EA	\$17,500.00	\$17,500.00	\$0.00
Group A	350.	Manhole Adjustment, Minor	5		EA	\$2,500.00	\$12,500.00	\$0.00
Group A	360.	Remove Intake	3		EA	\$1,800.00	\$5,400.00	\$0.00
Group A	370.	Pavement, PCC, 8 In.	1610		SY	\$80.00	\$128,800.00	\$0.00
Group A	380.	Concrete Median	12		SY	\$300.00	\$3,600.00	\$0.00
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Group A	480.	Silt Fence, Sediment Removal	422		LF	\$2.00	\$844.00	\$0.00
Group A	490.	Silt Fence, Removal	422		LF	\$2.00	\$844.00	\$0.00
Group A	500.	Construction Survey	0.75	0.25	LS	\$5,500.00	\$5,500.00	\$0.00
Group A	510.	Mobilization	0.75	0.25	LS	\$74,807.00	\$74,807.00	\$0.00
Group A	520.	Concrete Washout	1		LS	\$2,500.00	\$2,500.00	\$0.00

					J&K Contracting		DC Concrete & Construction		
Group A	530.	Railroad Protective Liability Insurance	0.50	0.50	LS	\$20,000.00	\$20,000.00	-	\$0.00
TOTAL GROUP A							\$1,655,000.00		\$0.00

BASE BID – GROUP B – ELECTRICAL & CONTROL IMPROVEMENTS									
Bid Group	Item No.	Description	Div 1 Qty.	Div 2 Qty.	Unit	Unit Price	Total	Unit	Total
Group B	10.	Trench Compaction Testing	1		LS	-	\$0.00	\$3,500.00	\$3,500.00
Group B	20.	Storm Sewer, Trenched, RCPP, 48 In.	32		LF	-	\$0.00	\$530.00	\$16,960.00
Group B	30.	Construction Survey	1		LS	-	\$0.00	\$2,500.00	\$2,500.00
Group B	40.	Mobilization	1		LS	-	\$0.00	\$12,000.00	\$12,000.00
Group B	50.	Concrete Washout	1		LS	-	\$0.00	\$3,000.00	\$3,000.00
Group B	60.	Gatewell Structure	1		EA	-	\$0.00	\$80,000.00	\$80,000.00
Group B	70.	Gate, Gatewell	2		EA	-	\$0.00	\$33,900.00	\$67,800.00
TOTAL GROUP B							\$0.00		\$185,760.00

Plan Holder Report as of 02/27/2023 09:32 AM CST
 Ottumwa, IA 2023 Green Street Sewer Improvements

Quest eBid Doc Number: 11875107

Closing Date: Tue, 02/28/2023 02:30 PM CST Posting Type: Construction Project Owner Name: City of Ottumwa Solicitor Name: JEO Consulting Group
 Contact: Carrie Heidebrink - issuing bid docs Phone: 515.964.5310 Email: cheidebrink@jeo.com

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
Master Builders Of Iowa 221 Park Street, Des Moines, IA-50309	Cindy Adams mbiplanroom-dsm@mbionline.com	515-288-7339 515-288-8718		Plan Room	01/18/2023	eBidDoc	
The Driller, LLC 5125 E University Ave, Pleasant Hill, IA-50327-7007	Sue Bush suebush@thedrillerllc.com	515-266-2261 515-266-1349		Subcontractor	01/18/2023	eBidDoc	
City of Ottumwa 105 E. Third St. Ottumwa, IA -52501	Christina Reinhard reinhardc@ottumwa.us	6416830606		Project Owner	01/19/2023	Paper	
JEO Consulting Group, Inc. 724 Simon Ave, Carroll, IA -51401	Danny Sturm dsturm@jeo.com	7127920711		A/E Consultant	01/19/2023	Paper	
IOWA TRENCHLESS 222 SE 12TH STREET, PANORA, IA-50216	JASON CLARK jasonk@iowatrenchless.com	641-755-4692 641-755-4361		Subcontractor	01/19/2023	eBidDoc	
Drish Construction, Inc. 1701 South Main Street, Fairfield, IA-52556	Dayle Eden dayle.drish@gmail.com	641-472-9506 641-472-9417		Prime Bidder	01/20/2023	eBidDoc	
County Materials - Iowa City 270 Izaak Walton Road, Iowa City, IA-52246	Leslie Shalla leslie.shalla@countymaterials.com	319-371-7815- 877-445-8354		Supplier	01/20/2023	eBidDoc	
Greater Fort Dodge Growth Alliance 24 North 9th Street, Suite A, Fort Dodge, IA -50501	Skyla skylaa@greaterfortdodge.com	5152277123		Plan Room	01/25/2023	eMailed	
Omaha Builders Exchange 4159 South 94th Street, Omaha, NE -68127	Lisa Shockey lisa.shockey@omahaplanroom.com	4029916906		Plan Room	01/25/2023	eMailed	
Sioux City Construction League PO Box 3346, Sioux City, IA -51102	Grant Thompson scplanroom@siouxlan.net	7122259730		Plan Room	01/25/2023	eMailed	
Dodge Data & Analytics 2860 S State Hwy 161, Grand Prairie, TX-75052	Daedri Cavuoto dodge.docs@construction.com	513,666,3354 800-768-5594		Plan Room	01/26/2023	eBidDoc	
Granite Excavating LLC 1212 E Walnut St Unit A, Elkhart, IA-50073	Rebecca Wenthold rebecca@granite-excavating.com	5152202112 5152194302	WBE	Prime Bidder	01/26/2023	eBidDoc	
Minger Construction Co. Inc. 620 Corporate Drive, Jordan, MN-55352	Luke Minger estmalling@mingerconst.com	952-368-9200 952-368-9311		Subcontractor	01/26/2023	eBidDoc	
Iowa Concrete Paving Assn 360 SE Delaware Ave, Ankeny, IA-50021	Breanna Johnson icpa@concretestate.org	515-963-0606		Other	01/30/2023	eBidDoc	
Service Signing, LC P.O. Box 158, Cedar Falls, IA-50613	Cristi Hagedorn cristi@servicesigning.com	319-235-9356 319-833-5303		Subcontractor	02/06/2023	eBidDoc	
DJ Gongol & Associates, Inc. PO Box 180, Cumming, IA-50061	Brian Gongol info@gongol.net	515-223-4144 515-981-0581	SBE	Supplier	02/10/2023	eBidDoc	
Quikrete Companies 5 Concourse Parkway, Suite 1900, Atlanta, GA-30328	Aaron Granquist aaron.granquist@forterrabp.com	319.631.2947		Supplier	02/16/2023	eBidDoc	
DC Concrete & Construction, LLC 15476 Emerald Rd., Douds, IA-52551	Dustin Colfman dcconstruction,ia@gmail.com	641-919-0636	SBE	Subcontractor	02/20/2023	eBidDoc	

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
UTILITY EQUIPMENT CO 3739 STATE ST. BETTENDORF, IA-52722	JENNIFER WEBER Jweber@utilityequipmentco.com	563-355-5376 563-355-7423		Supplier	02/20/2023	eBidDoc	
Logan Contractors Supply 4101 106th Street, Urbandale, IA-50322	T.J. Dalay tj@logancontractors.com	515-253-9048 515-253-9491		Supplier	02/22/2023	eBidDoc	
Quad Cities Winwater Co. 3535 S 11th Avenue. Eldridge, IA-52748	Alex Regenos amregenos@winwaterworks.com	563-223-9540 563-223-9539		Supplier	02/23/2023	eBidDoc	
J & K Contracting LLC 10703 Justin Dr. Urbandale, IA-50322	Jared Bouska jared@jkoa.com	515-233-5500 515-278-2351		Prime Bidder	02/23/2023	eBidDoc	
Construction Materials Inc. 345 49th Avenue Drive SW, Cedar Rapids, IA- 52404	Nate Becker nbecker@constructionmaterialsinc.com	319-366-6446 319-366-1712	SBE	Supplier	02/23/2023	eBidDoc	
Service Signing 3533 W AIRLINE HWY, Waterloo, IA-50703	Allison Baugher allison@servicesigning.com	319-404-5312 319-833-5303		Subcontractor	02/24/2023	eBidDoc	
TK Concrete 1608 Fifield Road, Pella, IA-50219	Jen VerMeer jen@vermeergroup.com	641-628-4590 641-628-0064		Subcontractor	02/27/2023	eBidDoc	

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****



Council Meeting of: April 4, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #39-2023. Awarding the contract for the Green Street Sewer Improvements Project – Group B.

****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 #39-2023.

DISCUSSION: As part of the design process for the Green Street Sewer Improvements, and to meet the minimum cover required by BNSF design department, we had to modify our preliminary design to include twin 36" line storm lines and twin bored casings under the track system. This change also required the addition of two junction box structures to allow the connection of the main 48" RCP line to the 36" lines. This project will be known as Group B.

Once completed this project will allow storm water to discharge by gravity during rain events but has the added feature of pumping by back flowing to the new storm pump station on Gateway Drive during major river flood events.

This project also includes installation of a new larger waterline that will allow for increased flow capacity and be reimbursed by Ottumwa Water and Hydro.

A Notice of Project was placed on the City's website directing contractors to contact JEO Consulting Group, who submitted their Plans and Specs to Master Builders of Iowa and Iowa League of Cities for publication with their Construction Update plan services. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on February 28, 2023 at 2:30 p.m. One (1) bid was received. The low bidder is DC Concrete & Construction, LLC of Douds, Iowa, in the amount of \$185,760.00.

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

Bid Tab and Plan Holders List are attached.

Total Amount Budgeted for Whole Project: \$1,700,000.00

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #39-2023

A RESOLUTION AWARDING THE CONTRACT FOR THE
GREEN STREET SEWER IMPROVEMENTS PROJECT – GROUP B

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

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, DC Concrete & Construction, LLC of Douds, Iowa in the amount of \$185,760.00.

APPROVED, PASSED, AND ADOPTED, this 4th day of April, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



Bid Tab

PROJECT | 2023 GREEN STREET SEWER IMPROVEMENTS

JEO PROJECT NO. | 200341.00

LOCATION | Ottumwa, IA

LETTING | February 28, 2023

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Group A	190.	Watermain, Tenched, DIP, 24 In.		80	LF	\$315.00	\$25,200.00	-	\$0.00
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BASE BID – GROUP B – ELECTRICAL & CONTROL IMPROVEMENTS									
Bid Group	Item No.	Description	Div 1 Qty.	Div 2 Qty.	Unit	Unit Price	Total	Unit	Total
Group B	10.	Trench Compaction Testing	1		LS	-	\$0.00	\$3,500.00	\$3,500.00
Group B	20.	Storm Sewer, Trenched, RCPP, 48 In.	32		LF	-	\$0.00	\$530.00	\$16,960.00
Group B	30.	Construction Survey	1		LS	-	\$0.00	\$2,500.00	\$2,500.00
Group B	40.	Mobilization	1		LS	-	\$0.00	\$12,000.00	\$12,000.00
Group B	50.	Concrete Washout	1		LS	-	\$0.00	\$3,000.00	\$3,000.00
Group B	60.	Gatewell Structure	1		EA	-	\$0.00	\$80,000.00	\$80,000.00
Group B	70.	Gate, Gatewell	2		EA	-	\$0.00	\$33,900.00	\$67,800.00
TOTAL GROUP B								\$0.00	\$185,760.00

Plan Holder Report as of 02/27/2023 09:32 AM CST
 Ottumwa, IA 2023 Green Street Sewer Improvements

Quest eBidDoc Number: 8375397

Closing Date: Tue, 02/28/2023 02:30 PM CST Posting Type: Construction Project Owner Name: City of Ottumwa Solicitor Name: JEO Consulting Group
 Contact: Carrie Heidebrink - issuing bid docs Phone: 515.964.5310 Email: cheidebrink@jeo.com

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
Master Builders Of Iowa 221 Park Street, Des Moines, IA-50308	Cindy Adams mbiplanroom-dsm@mbionline.com	515-288-7339 515-288-8718		Plan Room	01/18/2023	eBidDoc	
The Driller, LLC 5125 E University Ave. Pleasant Hill, IA-50327-7007	Sue Bush suebush@thedrillerllc.com	515-266-2261 515-266-1349		Subcontractor	01/18/2023	eBidDoc	
City of Ottumwa 105 E. Third St. Ottumwa, IA - 52501	Christina Reinhard reinhardc@ottumwa.us	6416830606		Project Owner	01/19/2023	Paper	
JEO Consulting Group, Inc. 724 Simon Ave, Carroll, IA - 51401	Danny Sturm dsturm@jeo.com	7127929711		A/E Consultant	01/19/2023	Paper	
IOWA TRENCHLESS 222 SE 12TH STREET, PANORA, IA-50216	JASON CLARK jasonk@iowatrenchless.com	641-755-4682 641-755-4361		Subcontractor	01/19/2023	eBidDoc	
Drish Construction, Inc. 1701 South Main Street, Fairfield, IA-52556	Dayle Eden dayle.drish@gmail.com	641-472-9506 641-472-9417		Prime Bidder	01/20/2023	eBidDoc	
County Materials - Iowa City 270 Izaak Walton Road, Iowa City, IA-52246	Leslie Shalla leslie.shalla@countymaterials.com	319-371-7815 877-445-8354		Supplier	01/20/2023	eBidDoc	
Greater Fort Dodge Growth Alliance 24 North 9th Street, Suite A, Fort Dodge, IA - 50501	Skyla skyla@greaterfordodge.com	5152277123		Plan Room	01/25/2023	eMailed	
Omaha Builders Exchange 4159 South 94th Street, Omaha, NE - 68127	Lisa Shockey lisa.shockey@omahaplanroom.com	4029916906		Plan Room	01/25/2023	eMailed	
Sioux City Construction League PO Box 3346, Sioux City, IA - 51102	Grant Thompson scplanroom@siouxlan.net	7122259730		Plan Room	01/25/2023	eMailed	
Dodge Data & Analytics 2860 S State Hwy 161, Grand Prairie, TX-75052	Daedri Cavuoto dodge.docs@construction.com	513.666.3354 800.768.5594		Plan Room	01/26/2023	eBidDoc	
Granite Excavating LLC 1212 E Walnut St Unit A, Elkhart, IA-50073	Rebecca Wenthold rebecca@granite-excavating.com	5152202112 5152194302	WBE	Prime Bidder	01/26/2023	eBidDoc	
Minger Construction Co. Inc. 620 Corporate Drive, Jordan, MN-55352	Luke Minger estimating@mingerconst.com	952-368-9200 952-368-9311		Subcontractor	01/26/2023	eBidDoc	
Iowa Concrete Paving Assn 360 SE Delaware Ave, Ankeny, IA-50021	Breanna Johnson icpa@concretestate.org	515-963-0506		Other	01/30/2023	eBidDoc	
Service Signing, LC P.O.Box 158, Cedar Falls, IA-50613	Cristi Hagedorn cristi@servicesigning.com	319-235-9356 319-833-5303		Subcontractor	02/06/2023	eBidDoc	
DJ Gongol & Associates, Inc. PO Box 180, Cumming, IA-50061	Brian Gongol Info@gongol.net	515-223-4144 515-981-0581	SBE	Supplier	02/10/2023	eBidDoc	
Quikrete Companies 5 Concourse Parkway Suite 1900, Atlanta, GA-30328	Aaron Granquist aaron.granquist@forterrabp.com	319.631.2947		Supplier	02/16/2023	eBidDoc	
DC Concrete & Construction, LLC 15476 Emerald Rd, Douds, IA-52551	Dustan Coffman dcconstruction.ia@gmail.com	641-919-0636	SBE	Subcontractor	02/20/2023	eBidDoc	

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
UTILITY EQUIPMENT CO 3739 STATE ST, BETTENDORF, IA-52722	JENNIFER WEBER Jweber@utilityequipmentco.com	563-355-5376 563-355-7423		Supplier	02/20/2023	eBidDoc	
Logan Contractors Supply 4101 106th Street, Urbandale, IA-50322	T.J. Daley tj@logancontractors.com	515-253-9048 515-253-9491		Supplier	02/22/2023	eBidDoc	
Quad Cities Winwater Co. 3535 S 11th Avenue, Eldridge, IA-52748	Alex Regenos amregenos@winwaterworks.com	563-223-9540 563-223-9539		Supplier	02/23/2023	eBidDoc	
J & K Contracting LLC 10703 Justin Dr, Urbandale, IA-50322	Jared Bouska jared@jkcia.com	515-233-5500 515-278-2351		Prime Bidder	02/23/2023	eBidDoc	
Construction Materials Inc 345 49th Avenue Drive SW, Cedar Rapids, IA: 52404	Nate Becker nbecker@constructionmaterialsinc.com	319-366-6446 319-366-1712	SBE	Supplier	02/23/2023	eBidDoc	
Service Signing 3533 W AIRLINE HWY, Waterloo, IA-50703	Allison Baugher allison@servicesigning.com	319-404-5312 319-833-5303		Subcontractor	02/24/2023	eBidDoc	
TK Concrete 1608 Fiheld Road, Pella, IA-50219	Jen VerMeer jen@vermeergroup.com	641-628-4590 6416280064		Subcontractor	02/27/2023	eBidDoc	

received
3:27:23 8AM

Item No. I.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Jake Rusch

Prepared By


Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.46-2023. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 530 W Fourth. 

****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 46-2023

DISCUSSION:

Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and four demolition bids were received. Laursen had the lowest combined bids, but due to insufficient bid securities his bids were disqualified. Weston Mckee submitted the second best bids in the amount of \$21,000.00 for Asbestos and \$17,450.00 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 46-2023

A RESOLUITON AWARDDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 530 W FOURTH.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on March 15, 2023; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$21,000.00 for asbestos abatement and \$17,450.00 for demolition and leveling of the lot.

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

Weston McKee be awarded the contract for asbestos abatement and demolition of the condemned property at 530 W Fourth in the amount of \$21,000.00 for asbestos abatement and \$17,450.00 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of April 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

530 W FOURTH	Asbestos	Demolition	Total
Weston McKee	\$21,000.00	\$17,450.00	\$38,450.00
Environmental Edge	\$27,875.00	\$31,800.00	\$59,675.00
Tim Skinner	NA	\$43,500.00	\$43,500.00
Dan Laursen	\$15,000.00	\$14,900.00	\$29,900.00
Best Bid for Demolition and Asbestos removal is Weston Mckee			\$38,450

REJECTED



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.47-2023. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 734 Center.

****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 47-2023

DISCUSSION:

Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and four demolition bids were received. Laursen had the lowest combined bids, but due to insufficient bid securities his bids were disqualified. Environmental Edge submitted the second best bids in the amount of \$18,400.00 for Asbestos and \$18,000.00 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 47-2023

A RESOLUTION AWARDED THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 734 CENTER.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on March 15, 2023; and

WHEREAS, the lowest qualified bid was from Environmental Edge in the amount of \$18,400.00 for asbestos abatement and \$18,000.00 for demolition and leveling of the lot.

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

Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 734 Center in the amount of \$18,400.00 for asbestos abatement and \$18,000.00 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of April 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

734 CENTER	Asbestos	Demolition	Total
Environmental Edge	\$18,400.00	\$18,000.00	\$36,400.00
Weston Mckee	\$17,500.00	\$27,900.00	\$45,400.00
Tim Skinner	NA	\$28,400.00	\$28,400.00
Dan Laursen	\$14,900.00	\$12,000.00	\$26,900.00
Best Bid for Demolition and Asbestos removal is Environmental Edge			\$36,400

REJECTED

received
3:27:23 8AM

Item No. I.-5.

[Redacted stamp]

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 54-2023: A RESOLUTION ESTABLISHING FEES FOR PLANNING AND DEVELOPMENT SERVICES IN THE CITY OF OTTUMWA, IOWA AND RESCINDING RESOLUTION NO. 107-2019

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 54-2023.

DISCUSSION: This resolution adjusts fees for Planning Department services. It raises the fence permit fee from \$35.00 to \$50.00. It also establishes a fee for certificates of zoning compliance. Certificates of zoning compliance have been a free service, but increasingly take more staff time to complete. Charging for these letters is typical in many jurisdictions.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 54-2023

A RESOLUTION ESTABLISHING FEES FOR PLANNING AND DEVELOPMENT SERVICES IN THE CITY OF OTTUMWA, IOWA AND RESCINDING RESOLUTION NO. 107-2019

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the charging of fees for a number of services provided by the Planning and Development Department with the fees therefore to be established by resolution of the City Council.

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

The fees shall be as follows:

Preliminary Plat:	\$200.00
Final Plat:	\$100.00
Rezoning Applications:	\$300.00
Conditional Use Permits:	\$200.00
Site Plans:	\$100.00
Variances:	\$150.00
Zoning Letter/Certificate of Zoning Compliance:	\$35.00
Fence Permits:	\$50.00

Passed and adopted this 4th day of April, 2023

City of Ottumwa, Iowa

Richard W. Johnson, Mayor

ATTEST:

Chris Reinhart, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #-55-2023. Approve Change Order #1 for the Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project and rescinding Resolution #40-2023.

****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 #55-2023.

DISCUSSION: Change Order #1 was approved by council on March 21, 2023 under Resolution #40-2023. A scrivener's error occurred and the contract amount was incorrectly stated.

Change Order #1 will provide compensation to Langman Construction, Inc. for adding an external drop connection to a sanitary sewer manhole.

Change Order #1 increases the contract amount by \$6,000.00. The new contract sum is \$3,149,755.00.

Contract: \$3,143,755.00
CO #1: 6,000.00
New Contract: \$3,149,755.00

Budgeted amount: \$3,000,000.00

Current construction estimate is \$2,650,000.00

Source of Funds: CIP \$2,000,000 Balance RU

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #55-2023

A RESOLUTION APPROVING CHANGE ORDER #1 FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1, EAST OF IOWA AVENUE PROJECT AND RESCINDING RESOLUTION #40-2023.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 15, 2022 for the above referenced project; and

WHEREAS, On March 21, 2023 the City Council approved Change Order #1, however, a scrivener's error occurred and the wrong contract amount was stated; and

WHEREAS, Change Order #1 increases the contract amount by \$6,000.00 resulting in a new contract sum of \$3,149,755.00; and

WHEREAS, Resolution #40-2023 is being rescinded.

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

APPROVED, PASSED, AND ADOPTED, this 4th day of April, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225 8000 // 800.241 8000
www.v-k.net

March 6, 2023

CHANGE ORDER NO. 1

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION PHASE 8
EAST OF IOWA AVENUE SEWER SEPARATION

This change order is to provide compensation to the Contractor for adding a 12" External Drop Connection to a manhole STR-71 at the intersection of Van Buren Avenue and Alley.

During demolition of an old manhole, the Contractor discovered the existing Alley sanitary sewer had pipe fittings to drop the Alley sewer to the existing pipe inside the manhole. The existing fittings and pipe could not be viewed from the manhole access lid. This change order is to provide compensation to the contractor for adding a 12" External Drop Connection to manhole STR-71.

The cost adjustment for the added works is based on a lump sum price negotiated with the Contractor as follows:

Change Order No. 1 make the following modifications to the contract:

Add New Item No. 67, 1 EA of "External Drop Connection, 12". See Standard Specifications Section 6010. Item is to add external drop connection to manholes as directed by the Engineer, including the concrete core cutting the hole and installing a flexible watertight connector, and repair of fillet if required."

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

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.67	1 EA	\$6,000.00	\$6,000.00

Change Order No. 1 increases the contract amount by \$6,000.00.

LANGMAN CONSTRUCTION, INC.

By [Signature]

Title Project Manager

Date 3/10/2023

VEENSTRA & KIMM. INC.

By [Signature]

Title Project Engineer

Date 3/14/2023

CITY OF OTTUMWA, IOWA

By [Signature]

Title Director of Public Works

Date 3/14/2023

ATTEST:

By [Signature]

Title Admin Asst.

Date 3/14/2023

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 21, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals

Department Head

Rp Rk
City Administrator Approval

AGENDA TITLE: Resolution #40-2023. Approve Change Order #1 for the Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #40-2023.

DISCUSSION: Change Order #1 will provide compensation to the Contractor for adding an external drop connection to a sanitary sewer manhole.

Change Order #1 increases the contract amount by \$6,000.00. The new contract sum is \$232,500.00.

Contract: \$226,500.00
CO #1: 6,000.00
New Contract: \$232,500.00

Budgeted amount: \$3,000,000

Current construction estimate is \$2,650,000

Source of Funds: CIP \$2,000,000 Balance RU Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #40-2023

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

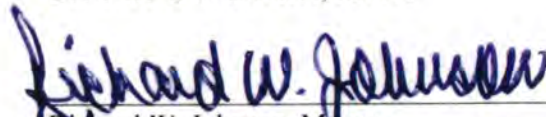
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 15, 2022 for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$6,000.00 resulting in a new contract sum of \$232,500.00;

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

APPROVED, PASSED, AND ADOPTED, this 21st day of March, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

received
3/8/23 11:10 AM

Item No. I.-7.

CITY OF OTTUMWA

Staff Summary

3/20/23

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2023

Christina Reinhard

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 56-2023 - Authorizing Execution of and Directing Service of Notices under Iowa Code Section 447.9 Related to Tax Sale Certificates held by the City of Ottumwa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 56-2023.

DISCUSSION: The City previously acquired five tax sale certificates on or around June 20, 2022 through a public bidder sale conducted by Wapello County Treasurer pursuant to Iowa Code Section 446.18. Iowa Code Section 447.9 provides that notices regarding the expiration of the right of redemption related to the Tax Sale Certificates may be served beginning nine months after the date of tax sale. Iowa Code Section 447.9 requires the City Council, by resolution, to designate a city officer to sign such notices. This resolution authorizes the City Attorney to execute the required notices regarding the expiration of the right of redemption related to the Tax Sale Certificates, for the City of Ottumwa.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. 56-2023

RESOLUTION AUTHORIZING EXECUTION OF AND DIRECTING SERVICE OF NOTICES UNDER IOWA CODE SECTION 447.9 RELATED TO TAX SALE CERTIFICATES HELD BY THE CITY OF OTTUMWA

WHEREAS, the City of Ottumwa, Iowa (the "City") previously acquired five tax sale certificates (the "Tax Sale Certificates") on or around June 20, 2022 through a "public bidder" sale conducted by Wapello County Treasurer pursuant to Iowa Code Section 446.18; and

WHEREAS, Iowa Code Section 447.9 provides that notices regarding the expiration of the right of redemption related to the Tax Sale Certificates may be served beginning nine months after the date of tax sale; and

WHEREAS, Iowa Code Section 447.9 requires the City Council, by resolution, to designate a city officer to sign such notices.

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

Section 1. That this Council does hereby authorize the City Attorney to execute the required notices regarding the expiration of the right of redemption related to the Tax Sale Certificates, consistent with Iowa Code Section 447.9.

Section 2. That the City Attorney and City Clerk are hereby authorized and empowered to cause said notices to be served upon the persons identified in Iowa Code Section 447.9 and in the manner directed by Iowa Code Section 447.9, including service by regular mail and certified mail and, if required, service by publication consistent with Iowa Code Section 447.10.

Section 3. That, following the service of notices described in Section 2 hereof, the City Attorney is hereby authorized and directed to file affidavits regarding such service with respect to each Tax Sale Certificate with the Wapello County Treasurer consistent with Iowa Code Section 447.12.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

02179619-1\10981-1012

Chris Reinhard

From: Jenna Sabroske <jsabroske@ahlerslaw.com>
Sent: Tuesday, March 28, 2023 4:26 PM
To: Chris Reinhard
Cc: Kristine Stone; Laurie Vanden Berg; Zach Simonson
Subject: Resolution for 4/4 Agenda - 2022 Tax Sale Certificates
Attachments: Resolution Authorizing and Directing Tax Sale Notices - 2022 TSCs (02179619x7F7E1).DOCX

Chris,

Could you add the attached resolution to the Council meeting agenda for next week?

This resolution would designate Kristine, as City Attorney, to sign notices to be sent out related to the 5 tax sale certificates that the City acquired in June 2022. The Council passed a nearly identical resolution last year, related to the 2021 tax sale certificates.

Thanks!

Jenna H.B. Sabroske
Attorney



Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: (515) 246-0328 | Fax: (515) 243-2149

[VCard](#) | [Email](#) | [Bio](#) | [Firm Website](#) |

AHLERS & COONEY P.C. CONFIDENTIALITY NOTICE: This email, and any attachments hereto, contains information which may be CONFIDENTIAL and/or ATTORNEY CLIENT PRIVILEGED. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please note that any unauthorized disclosure, copying, distribution or use of the information is prohibited. If you have received this electronic transmission in error, please return the e-mail to the sender and delete it from your computer.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 4, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #57-2023. Approving Amendment to Agreement between the City of Ottumwa and Shive-Hattery to add services to prepare permanent easements and acquisition plats for the Albia Road, Quincy Avenue Roundabout.

****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 #57-2023.

DISCUSSION: The City of Ottumwa entered into an Agreement for Professional Services with Shive-Hattery on August 2, 2022. The Amendment to Agreement for Albia Road, Quincy Avenue Roundabout project will add services to prepare two (2) permanent easements and four (4) acquisition plats for the Albia Road, Quincy Avenue Roundabout.

The City of Ottumwa was awarded a \$500,000 Traffic Safety Improvement Program grant to address intersections with a high number of conflict points resulting in a high number of accidents. The intersection of Albia Road and Quincy Avenue met the requirements of this grant. The proposed roundabout will improve safety for motorist and pedestrian traffic.

Agreement:	\$83,450.00
Amendment:	
2 Permanent Easements \$1,250/ea	\$ 2,500.00
4 Acquisition Plats \$2,250/ea	<u>\$ 9,000.00</u>
Expenses as Incurred	
New Agreement amount:	\$94,950.00

Source of Funds: TSIP Grant /RU-LOST

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #57-2023

A RESOLUTION APPROVING AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OTTUMWA AND SHIVE-HATTERY FOR THE ALBIA ROAD, QUINCY AVENUE ROUNDABOUT PROJECT

WHEREAS, An Agreement for Professional Services was entered into on August 2, 2022 between the City of Ottumwa and Shive-Hattery; and

WHEREAS, This resolution will amend the Agreement to add services to prepare permanent easements and acquisition plats.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Amendment to Agreement between the City of Ottumwa and Shive-Hattery is hereby approved and the Mayor is authorized to sign.

APPROVED, PASSED, AND ADOPTED, this 4th day of April 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Larry Seals
CLIENT: City of Ottumwa, IA
105 E. Third Street
Ottumwa, IA 52501

PROJECT: City of Ottumwa - Quincy Roundabout, Land Survey Services

PROJECT LOCATION: Ottumwa, IA

DATE OF AGREEMENT: January 6, 2023

PROJECT DESCRIPTION

The Project Description is revised as follows:

NO CHANGES

SCOPE OF SERVICES

The provided services are revised as follows:

NO CHANGES

Tasks for the Scope of Services are revised as follows:

1. Permanent Easements:

- A. The CONSULTANT will prepare permanent easements for a maximum of two (2) parcels (The Iowa State Bank & Trust and The Wilson B & L LLC Property).

2. Acquisition Plats:

- A. The CONSULTANT will prepare acquisition plats for a maximum of four (4) parcels (The Iowa State Bank & Trust, The City of Ottumwa, The Wilson B & L LLC Property, and The Rodney Burns Property).

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

NO CHANGES

SCHEDULE

The Schedule is revised as follows:

NO CHANGES

COMPENSATION

The compensation for Permanent Easements (\$1,250/ea) and Acquisition Plats (\$2,250/ea) were outlined in Shive-Hattery's original proposal under the 'Additional Services' section. They were not included in the original agreement as it was unknown what would be required until the roundabout location was finalized.

Description	Fee Type	Fee	Expenses
Permanent Easements (\$1,250/ea)	Fixed Fee	\$2,500	As Incurred
Acquisition Plats (\$2,250/ea)	Fixed Fee	\$9,000	As Incurred
Total		\$11,500	As Incurred

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- As Incurred - Expenses have not been included in the Fee amount and will be billed as incurred.

See attached *Reimbursable Expense Fee Schedule and Material Testing and Laboratory Fee Schedule*.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES


The Additional Services are revised as follows:

NO CHANGES

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures, or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,
SHIVE-HATTERY, INC.



Jordan Dreyer, Project Manager PMP
jdreyer@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Ottumwa








BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Justin Campbell, Shive-Hattery, Inc.

Exhibit A
Permanent Easement & Acquisition Plat Locations

LEGEND

- EXISTING ROW  ROW ACQUISITION
- PROPOSED ROW  PROPOSED ROW
- PROPERTY LINE  PROPERTY LINE
- ROW ACQUISITION CORNER  ROW ACQUISITION CORNER
-  TEMPORARY EASEMENT
-  PERMATE UTILITY EASEMENT
-  TEMPORARY EASEMENT CORNER

PARCEL IMPACT DETAIL - 00741970004000

	SQUARE FEET (SF)	ACRES (AC)
EXISTING LOT SIZE	41,382	0.95
PROPOSED PROPERTY ACQUISITION	1,126	0.03
TEMPORARY CONSTRUCTION EASEMENT	2,490	0.06
PERMATE UTILITY EASEMENT	2,210	0.05
PROPOSED LOT SIZE	40,256	0.92

PARCEL IMPACT DETAIL - 007417540260000

	SQUARE FEET (SF)	ACRES (AC)
EXISTING LOT SIZE	26,133	0.60
PROPOSED PROPERTY ACQUISITION	193	0.004
TEMPORARY CONSTRUCTION EASEMENT	1,497	0.03
PROPOSED LOT SIZE	25,940	59.996

PARCEL IMPACT DETAIL - 007417540257000

	SQUARE FEET (SF)	ACRES (AC)
EXISTING LOT SIZE	22,797	0.52
TEMPORARY CONSTRUCTION EASEMENT	1,046	0.02
PROPOSED LOT SIZE	22,797	0.52

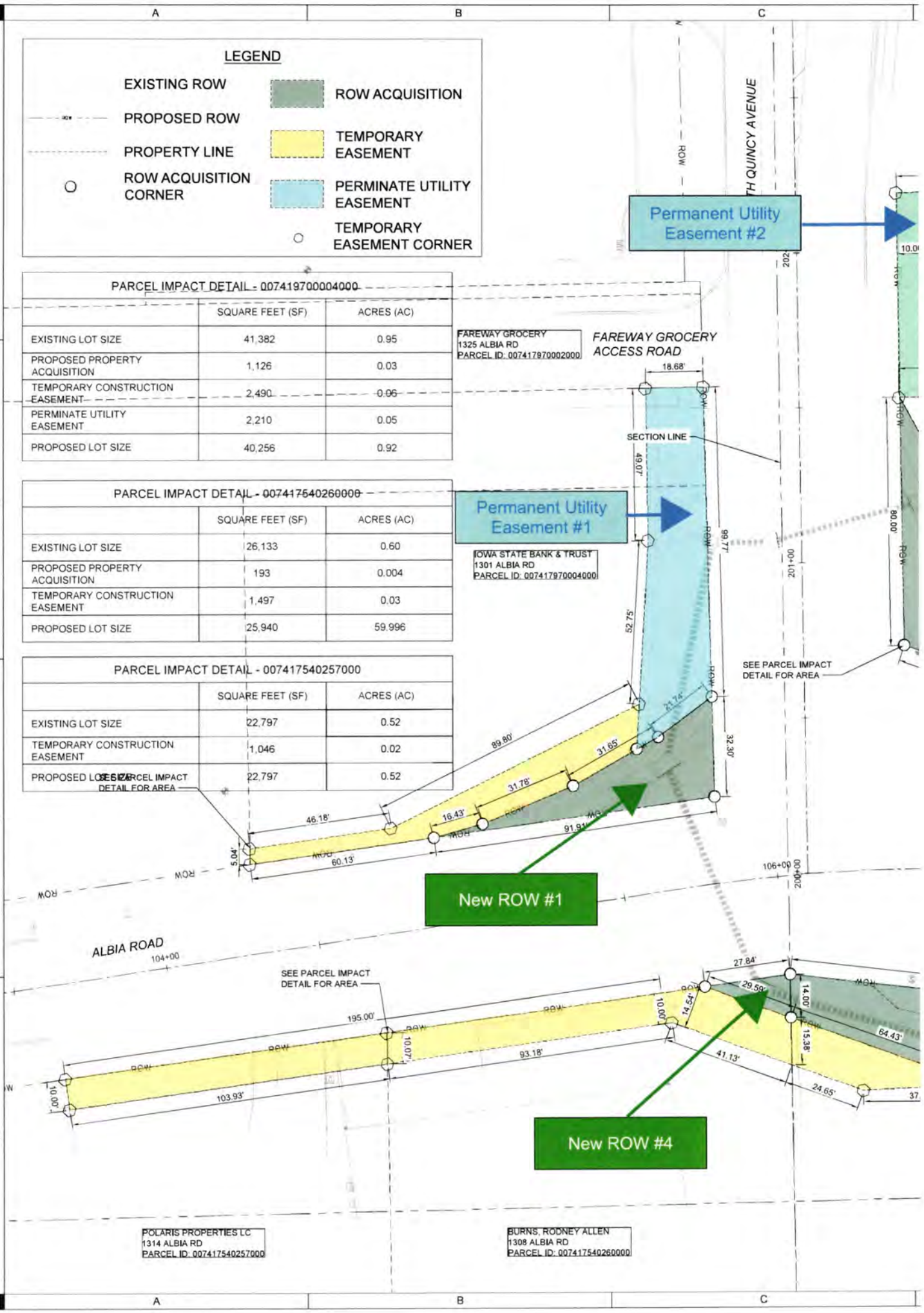
FAREWAY GROCERY
1325 ALBIA RD
PARCEL ID: 007417970002000

FAREWAY GROCERY
ACCESS ROAD

IOWA STATE BANK & TRUST
1301 ALBIA RD
PARCEL ID: 007417970004000

POLARIS PROPERTIES LC
1314 ALBIA RD
PARCEL ID: 007417540257000

BURNS, RODNEY ALLEN
1308 ALBIA RD
PARCEL ID: 007417540260000




2024/06/21 10:27:51 (1:24) 10/20/2024 10:27:51
 Project: 20240621 10:27:51

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 4, 2023

Christina Reinhard 
Prepared By

Administration
Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 61-2023 - Approving and Authorizing Execution of a Second Amendment to the Development Agreement by and Between the City of Ottumwa and Ottumwa Hospitality, LLC.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 61-2023.

DISCUSSION: Council adopted Resolution No. 39-1989, on May 2, 1989, found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Gate Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan, as subsequently amended, is on file in the office of the Recorder of Wapello County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

WHEREAS, the City of Ottumwa, Iowa (the "City") and Cobblestone Hotel Development, LLC previously entered into an Agreement for Private Development on September 28, 2021 ("Original Agreement"), which Original Agreement was subsequently amended by a First Amendment dated as of February 24, 2022, regarding the development of certain real property located within the Urban Renewal Area; and

WHEREAS, Cobblestone Hotel Development, LLC assigned all its rights and interests in the Original Agreement to Ottumwa Hospitality, LLC (the "Developer"); and

WHEREAS, in accordance with the terms of the Original Agreement, the City previously provided the "Site Improvement Allowance" to Developer, and Developer has submitted a request to the City for amendment of the terms of the Original Agreement related to the "Site Improvement Allowance," in order to describe the incentive as a forgivable loan, pursuant to the terms and conditions of a proposed Second Amendment to the Original Agreement (the "Amendment"); and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to undertake activities for the promotion of economic development in furtherance of the objectives of an urban renewal project, including the provision of grants, forgivable loans, and other forms of incentives, and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement, as proposed to be amended by the Amendment, and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code.

Adoption of this amendment clarifies language and does not increase the contribution or revised the other terms of the agreement between the Developer and the City. The developer has agreed to pay reasonable costs associated with the development and pending adoption of this amendment.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

April 4, 2023

5:30 P.M.

West Gate Economic Development Urban Renewal Plan

- Resolution approving and authorizing execution of a Second Amendment to the Development Agreement by and between the City of Ottumwa and Ottumwa Hospitality, LLC

IMPORTANT INFORMATION

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

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

April 4, 2023

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

Absent: _____

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND OTTUMWA HOSPITALITY, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 61-2023

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF OTTUMWA AND OTTUMWA HOSPITALITY, LLC

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (the “Area” or “Urban Renewal Area”) described therein, which Plan, as subsequently amended, is on file in the office of the Recorder of Wapello County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Ottumwa, Iowa (the “City”) and Cobblestone Hotel Development, LLC previously entered into an Agreement for Private Development on September 28, 2021 (“Original Agreement”), which Original Agreement was subsequently amended by a First Amendment dated as of February 24, 2022, regarding the development of certain real property located within the Urban Renewal Area; and

WHEREAS, Cobblestone Hotel Development, LLC assigned all its rights and interests in the Original Agreement to Ottumwa Hospitality, LLC (the “Developer”); and

WHEREAS, in accordance with the terms of the Original Agreement, the City previously provided the “Site Improvement Allowance” to Developer, and Developer has submitted a request to the City for amendment of the terms of the Original Agreement related to the “Site Improvement Allowance,” in order to describe the incentive as a forgivable loan, pursuant to the terms and conditions of a proposed Second Amendment to the Original Agreement (the “Amendment”); and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to undertake activities for the promotion of economic development in furtherance of the objectives of an urban renewal project, including the provision of grants, forgivable loans, and other forms of incentives, and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement, as proposed to be amended by the Amendment, and the City’s performance thereunder is in furtherance of appropriate economic development

activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code.

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

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

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

PASSED AND APPROVED this 4th day of April, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

**SECOND AMENDMENT
TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
OTTUMWA HOSPITALITY, LLC**

THIS SECOND AMENDMENT (“Amendment”) is entered into by and between the CITY OF OTTUMWA, IOWA (“City”) and OTTUMWA HOSPITALITY, LLC, an Iowa limited liability company (“Developer”).

WHEREAS, the City and Cobblestone Hotel Development, LLC, a Wisconsin limited liability company entered into a Development Agreement dated September 28, 2021 (“Original Agreement”), which Original Agreement was subsequently amended by a First Amendment dated as of February 24, 2022; and

WHEREAS, Cobblestone Hotel Development, LLC assigned all its rights and interests in the Original Agreement to the Developer; and

WHEREAS, in accordance with the terms of the Original Agreement, the City provided the “Site Improvement Allowance” to Developer; and

WHEREAS, Developer has submitted a request to the City for amendment of the terms of the Original Agreement related to the “Site Improvement Allowance,” in order to describe the incentive as a forgivable loan.

NOW THEREFORE, it is agreed by the parties:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Original Agreement, as previously amended.
2. Site Improvement Allowance. Section 8.1 of the Original Agreement is hereby replaced in its entirety with the following:

Section 8.1. Site Improvement Allowance. For and in consideration of the obligations of the Developer set forth herein, the City has provided the Developer with a forgivable loan of Five Hundred Thousand and no/100 dollars (\$500,000) from the City’s Community Development Fund (the “Site Improvement Allowance”). The Site Improvement Allowance forgivable loan shall be forgiven upon the Termination Date, provided no uncured Event of Default is continuing.

If at any time prior to the Termination Date, an uncured Event of Default occurs, the City shall have the following available remedy, in addition to those remedies in Section 11.2.: the City shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Site

Improvement Allowance previously made to Developer under this Section 8.1 without interest. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

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

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

5. Fees and Expenses. Developer agrees to pay to the City an amount equivalent to the City's reasonable costs and attorney fees incurred in connection with the drafting and approval of this Amendment within thirty (30) days from the date the City presents the Developer with one or more statements demonstrating such costs.

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

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

(SEAL)

CITY OF OTTUMWA, IOWA

ATTEST:

By: _____
Richard Johnson, Mayor

By: _____
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Amendment – City of Ottumwa]



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 4, 2023

Landfill
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION 62-2023 RESOLUTION ENACTING THE PURCHASE OF A NEW OFF-ROAD DUMP TRUCK FOR THE LANDFILL

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 62-2023

DISCUSSION: At the March 27, 2023 meeting of the Solid Waste Commission, the Commission authorized the purchase of a 2017 CAT 725C2 off-road dump truck for the landfill from Altorfer CAT in Cedar Rapids in the amount of \$296,000. The truck includes at 24-month/1,000 hour powertrain and hydraulics warranty. The truck will increase efficiency with moving large quantities of rock and dirt and greatly reduce the amount spent on contracted hauling.

Source of Funds: Landfill Fund Capital

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 62-2023

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW OFF-ROAD
DUMP TRUCK FOR THE LANDFILL

WHEREAS, on March 27, 2023 the Ottumwa/Wapello County Solid Waste Commission authorized purchasing an 2017 CAT 725C2 off-road dump truck for the landfill from Altorfer CAT in Cedar Rapids, Iowa in the amount of \$290,000; and

WHEREAS, the City of Ottumwa provides administration for the landfill;

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

That an off-road dump truck be purchased from Altorfer CAT in the amount of \$296,000.

PASSED AND APPROVED this 4th day of April, 2023.

Richard W. Johnson, Mayor

ATTEST:

City Clerk

ALTORFER



Ottumwa Wapello Co Landfill
13277 165th Ave.
Ottumwa, Iowa 52501



Attention: Lori Creech

We are pleased to provide the following proposal for your review:

One (1) Used 2017 Caterpillar 725C Articulated Truck,

Includes the following standard equipment and options:

Cat[®] C9 Engine
Standard Starting Aid
120V Engine Coolant Heater
Enclosed Multiple Disc Brakes
Auto-Shift Transmission
Six-Speed Forward & Single-Speed Reverse
Standard Differentials With Automatic
Clutched Inter & Cross-Axle Diff. Locks
Electro Hydraulics Secondary Steering
Intermittent Windshield Wiper & Washer
23.5R25 Radial Tires

ROPS/FOPS Cab
Fully Adjustable Air Suspension Seat
Air Conditioner, Heater & Defroster
Padded Companion/Trainer Seat
Heated Body Exhaust
Electro-Hydraulic Hoist Control

24V to 12V Converter
Cat[®] Product Link Ready
Four Headlights
Front, Side, & Rear Work Lights

Equipment Protection Plan (EPP)

Includes 12-Months Premier & 24-Months / 1,000 SMH Powertrain + Hydraulics

Sell Price \$ 290,600

- Sales Tax Additional, if applicable.

Availability

In Stock

Jeff Krug
Machine Sales Representative
Altorfer Cat

2017 CAT 725C2 21500542 6408 hrs. 2339 idle hours
 24 months/1000 Hour Power Train + Hydraulics warranty included \$290,600

