

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 11  
Council Chambers, City Hall

April 7, 2020  
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of 4 minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Dalbey, Roe, Stevens, Meyers, Berg and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 10 on March 17, 2020 as presented.
2. Appointment of Lorri Swarney to the Planning and Zoning Commission, term to expire 4/1/2025.
3. Approve the promotion of Master Fire Fighter Ron Klein to Captain, effective April 1, 2020.
4. Approve the promotion of First Class Fire Fighter Gary Doud to Master Fire Fighter, effective April 1, 2020.
5. Approve the appointment of Colton Millard to the position of Equipment Operator for the Sewer Maintenance Department, effective April 6, 2020.
6. Approve the appointment of Blaise Rupe to the position of Equipment Operator for the Sewer Maintenance Department, effective April 13, 2020.
7. Approve the purchase of a Water Purification System from Veters Culligan Water for a quoted price of \$6,474.84 for WPCF.
8. Resolution No. 56-2020, setting April 21, 2020 as the date of a public hearing on the disposition of City-owned Right of Way located at 2437 Northgate, Ottumwa, Iowa to JKAT Integrity Team, LLC, doing business as ReMax Pride.
9. Resolution No. 59-2020, setting April 21, 2020 as the date of a public hearing on the disposition of city owned property located at 117 S. Iowa Ave to Whatsoever You Do, Inc.
10. Resolution No. 61-2020, setting April 21, 2020 as the date of a public hearing on the disposition of city owned property at 817 Chester to James and Lori Rushman.
11. Resolution No. 65-2020, approving the contract, bond and certificate of insurance for the CSO, Blake's Branch, Phase 8, Division 1 Project.
12. Beer and/or liquor applications for: None.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on City offices and services as affected by COVID-19.
2. Update on Build Grant proceedings.

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

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

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

**F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:**

1. Anderson, Larkin & CO Engagement Letter

RECOMMENDATION: Authorize City Staff to work with Anderson, Larkin & CO on the FY20 Audit.

**G. PUBLIC HEARING:**

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the WPCF - Final Clarifier Sand Blasting Primer and Painting Project.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 63-2020, approving the plans, specifications, form of contract and estimated cost for the WPCF- Final Clarifier Sand Blasting Primer and Painting Project.

RECOMMENDATION: Pass and adopt Resolution No. 63-2020.

2. This is the time, place and date set for a public hearing on Ordinance No. 3171-2020, amending the Zoning Ordinance #3088-2015 of the City of Ottumwa, Iowa, and as Set Forth in Chapter 38 of the Municipal Code – City of Ottumwa, Iowa, by Amending Sections 38-74, 38-115 and 38-870, City of Ottumwa, Wapello County, Iowa.

A. Open the public hearing.

B. Close the public hearing.

C. Ordinance 3171-2020, amending the Zoning Ordinance #3088-2015 of the City of Ottumwa, Iowa, and as Set Forth in Chapter 38 of the Municipal Code – City of Ottumwa, Iowa, by Amending Sections 38-74, 38-115 and 38-870, City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3171-2020.

B. Waive the second and third considerations, pass and adopt Ordinance No. 3171-2020.

**H. RESOLUTIONS:**

1. Resolution No. 30-2020, approve the transfer of \$30,000 in City Fund 151 “Other Capital Projects Fund” from Department 541 “White Box/Paint” to Department 560 “Façade Program”.

RECOMMENDATION: Pass and adopt Resolution No. 30-2020.

2. Resolution No. 52-2020, approving the publication of a public notice soliciting competing proposals for the sale of real estate located within the City’s West Gate Urban Renewal Area at 310 E. Main Street, Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 52-2020.

3. Resolution No. 64-2020, awarding the Ward Street Bridge Replacement Project to Iowa Bridge & Culvert of Washington, Iowa, in the amount of \$419,635.55.

RECOMMENDATION: Pass and adopt Resolution No. 64-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/3/2020 TIME: 10:00 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #11 to be held on 4/7/2020

\*\*Please Note - All media outlets wishing to record, will need to set up in Council Chambers before the meeting starts at 5:30 P.M. Media personnel may then watch the meeting from Room 108 as we will broadcast it on our screen in order to stay within regulations set forth in the State Public Health Disaster Emergency.

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

\*\*\*\*\*  
\*\*\* FAX MULTI TX REPORT \*\*\*  
\*\*\*\*\*

JOB NO. 1567  
DEPT. ID 4717  
PGS. 4  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
ERROR 916416828482

Ottumwa Courier  
KTVO  
Tom FM



FAX COVER SHEET

City of Ottumwa

DATE: 4/3/2020 TIME: 10:00 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #11 to be held on 4/7/2020

\*\*Please Note - All media outlets wishing to record, will need to set up in Council Chambers before the meeting starts at 5:30 P.M. Media personnel may then watch the meeting from Room 108 as we will broadcast it on our screen in order to stay within regulations set forth in the State Public Health Disaster Emergency.

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

REGULAR MEETING NO. 10  
Council Chambers, City Hall

March 17, 2020  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Meyers to approve the following consent agenda: Mins. from Regular Mtg. No. 9 on March 3, 2020 as presented; Ack. of Feb. financial rpt. and pymt of bills as submitted by the Finance Dept.; Re-appointment of Ann Youngman to the Civil Service Commission, term to expire 4/5/24 and Donald Krieger to the Planning and Zoning Commission, term to expire 4/1/25; Proclamation of Kiwanis Day to be observed March 25, 2020; Proclamation of Arbor Day on April 24, 2020; Civil Service Commission Eligibility Lists of March 4, 2020: Fire Captain Promotional and Master Fire Fighter Promotional; March 11, 2020: Equip. Operator Entrance; Consideration of Ack./Stlmt Agt. between the City of Ottumwa and Elliott Oil Comp. d/b/a BP Station (1147 N. Jefferson); Approve Salvage Dealer's Lic renewals for: Courtney's Car Crushing & Scrap, 825 Hayne St.; Alter Metal Recycling, 404 N. Forest Ave.; Hill's Garage, 1002 Harvey; KARZ Salvage LLC, 430 N. Forest Ave.; and Rosenman's Inc., 902 E. Main St; all applications pending final inspections; Setting April 21, 2020 as the date of a public hearing on Ottumwa Transit's Consolidated Funding Application; Authorize and approve writing a 2019 Assistance to Firefighters Grant (AFG) for a new fire apparatus; Authorize the City Clerk to submit Scope of Work to OPG-3 as ongoing capture and filing process for docs. mngd by the City Clerk for a total \$1,480, upon completion; Auth. the replacement of an over-head garage door on the east side of the PW Garage to Klodt Door Service for the best bid of \$7,158; Res. No. 46-2020, auth pymt for renewal of the City liability and property insurance for March 17, 2020 until March 15, 2021 in the amount of \$449,710.36; Res. No. 50-2020, approve the purch of a new 2019 John Deere Compact Tractor from Sinclair Tractor in Ottumwa, IA, for the Govt. State bid price of \$43,595 for the Ottumwa Airport; Res. No. 51-2020, approving the contract, bond and cert. of insurance for the 2020 Ottumwa St. Reconstruction Project; Beer and/or liquor applications for: Brenda's Bar & Grill, 618 Church St., 6 month seasonal license; Main St. Ottumwa, temp. license 4/18/2020 at the Ottumwa Theatre, 229 E. Main St.; all applications pending final inspections. All ayes.

Mayor Lazio stated these are unprecedented times and in order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020. This plan shall continue for thirty days, or shall expire on April 16, 2020 unless sooner terminated or extended by Gov. Reynolds. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, mtg. attendance will be limited to Elected Officials and Essential Personnel in Council Chambers. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast mtgs. of the City Council on the YouTube channel so they are accessible to the public.

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

City Admin. Rath stated we will continue to update ways for citizens to access our services during this evolving pandemic.

Mayor Lazio inquired if there was anyone that wished to address an item on the agenda. Chris Cale, VP Ottumwa Assoc. of Prof. Firefighters Local 395, wished to discuss Item G-1, adoption of the FY21 City Budget. He also provided written stmts. from the following: Bryan Lee, Brian Ulin, Karina Cordova, Mel & Jolynn Messer, Braulio Flores, Jerry Lemeuse, Cole Owens, Clifford Kealey, Janette Caudron, Leslie LaRue, Kala LaRue, Ken LaRue, Aaron Tillman, Joel Fye, and Emma Ashlock.

Meyers moved, seconded by Roe to Auth. the City Admin. to draft a letter of support for IA Mission Of Mercy (IMOM) through the IA Dental Center to include with the RFP submission to bring services to Ottumwa. All ayes.

This was the time, place, and date set for a public hearing on the proposed adoption of the FY 2021 City Budget. Finance Dir. Mulder reported the City decreased the Transit and Trust & Agency levy and increased the Debt Service levy. The total tax levy will stay the same at \$22.4565 on non-agricultural property and \$3.00375 on agricultural property.

Taxpayers were heard for or against the FY21 budget: Oral comments were received from VP of the Ottumwa Assoc. of Prof. Firefighters Local 395, expressing objection to the budget Est, most notably the proposed budget cuts of six firefighters; seven phone stmts and ten written objections were received and provided to the Council, and made a part of the packet in its entirety.

Fire Chief Miller stated safety grants are going to open up with hardship stipulations that I'm hoping to apply for. And if the city cannot afford the 10% match, it can be waived.

City Admin. Rath stated he had an opportunity to attend the press conf. held last week by the firefighters and wanted to address some of the items mentioned. Public safety has been a number one priority of the City but is also a key piece of the puzzle that most people cannot afford on their own; we rely on the accumulation of taxes to help provide these services to our community. All parts of the puzzle need to be considered. Franchise fees – this has been a topic for a number of yrs. and we must follow procedures to implement; it will have some economic impacts to consider. We are looking for ways to generate new revenue and reduce expenditures. The budget is a planning doc to be used as our framework; it is not static and can be changed/amended accordingly.

Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Roe moved, seconded by Meyers that Res. No. 45-2020, adopting the annual budget for the fiscal year ending June 30, 2021, be passed and adopted. Discussions followed by Council.

Councilman Roe provided a written stmt. which is included in the packet and is summarized: The decision before us is that of mathematics, shrouded in emotion and livelihoods; unfortunately, for this council, there is no win; we all place the utmost value in those who are sworn to protect us and preserving the employment and residence of each of our fellow Ottumwans in order to live safely and in prosperity; however, we are also sworn to protect our resources; we are tasked with doing far more with far less; this isn't about mismanaging funds or not caring, but about making a decision that will allow us to continue to operate; at our current pace, with no change, we are not sustainable; we all know that no matter the decision, there will be ramifications that will be felt for a long time.

Councilman Meyers stated he was surprised with the firefighter's union getting an increase of 3.25% for the first yr. and 2% for the following three yrs. when we were looking at a budget deficit. Why would we take the ambulance service away from the hospital? I think we need to move forward with the budget.

Mayor Lazio stated there is no evidence of mismanagement of funds. Our levy has been at the max rate for a number of yrs.; people don't understand that you cannot use other funds (sewer, roads) for public safety; we must serve the public in a sound way.

Councilman Dalbey stated he has always supported fire and all of public safety, but if you look across history, there have been other cuts and other real families losing their jobs too but the media hasn't been covering it; this is simply a mathematical prob. that we must decide on; our housing evaluations are stagnant which doesn't help revenue; now we are seeing one public safety entity tear the other one down; our fiduciary responsibility lies within this budget.

Councilman Stevens stated he agrees with everything that has been said and we have to realize that our taxes need to increase to make a difference; new homes, new industry.

All ayes. Motion passed.

Meyers moved, seconded by Roe that Res. No. 43-2020, removing a special assessment applied to a vacant lot located at 1744 Mable, Parcel No. 007411000061000 on Res. No. 286-2016, be passed and adopted. Dir. of Hlth., Insp. & Planning Flanagan reported this will remove the orig. assessment of \$100 in mowing fees plus accrued penalty of \$49 and \$5 county admin. fee, for a total removal of \$154. All ayes.

Dalbey moved, seconded by Roe that Res. No. 44-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, IA, totaling \$18,621.56, be passed and adopted. Dir. of Hlth., Insp. & Planning Flanagan reported nuisance abatement costs for 1022 Plum total \$1,810 and \$16,811.56 for 137 S. Van Buren. All ayes.

Roe moved, seconded by Meyers that Res. No. 47-2020, award reroofing bldg. No. 34 at the Ottumwa Airport to T&K Roofing & Sheet Metal, Inc., of Ely, IA, in the amount of \$30,575.52, be passed and adopted. Airport Supvr. Cobler reported eight bids were rcvd. T&K Roofing & Sheet Metal, Inc. has provided the necessary contract, bonds and cert. of insurance for the project. All ayes.

Meyers moved, seconded by Stevens that Res. No. 49-2020, award CSO, Ph. 8, Blake's Branch, Div. I Project to Langman Construction, Inc. of Rock Island, IL in the amount of \$11,742,070, be passed and adopted. PW Dir. Seals reported three bids were opened by Veenstra & Kimm on March 10, 2020. Engineer's estimate \$12,100,000. All ayes.

Roe moved, seconded by Dalbey that Res. No. 55-2020, award Milner St. Reconstruction Project to Iowa Civil Contracting, Inc., of Victor, IA, in the amount of \$2,492,052.72, be passed and adopted. PW Dir. Seals reported four bids were rcvd and opened by the IDOT on Feb. 18, 2020. All ayes.

Dalbey moved, seconded by Meyers to pass the first consid of Ord. No. 3172-2020, Amending Chp. 2, by deleting Section 2-79, entitled Conditions of employment for City Admin. and Inserting New Section 2-79 of the Municipal Code of the City of Ottumwa, IA. City Attorney Keith reported this amends the City ordinance requiring a two-thirds vote or a super majority (4 votes) of the full council to remove the city admin. No objections were received. All ayes.

Roe moved, seconded by Meyers to waive the second and third consid, pass and adopt Ord. No. 3172-2020. All ayes.



Roe moved, seconded by Dalbey to pass the first consid of Ord. No. 3173-2020, Repealing and Replacing the Sidewalk Café Ord. No. 3143-2018 of the City of Ottumwa, IA and as set forth in Ch. 32 of the Municipal Code – City of Ottumwa, IA by Repealing and Replacing Sections 32-275. Dir. of Hlth., Insp. & Planning Flanagan reported this ordinance broadens the ways in which restaurants can share the sidewalk with pedestrian traffic and tightens up language about what the city expects from business owners using the sidewalk. No objections were received. All ayes.

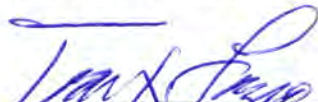
Meyers moved, seconded by Stevens to waive the second and third consid, pass and adopt Ord. No. 3173-2020. All ayes.

Mayor Lazio stated the One Ottumwa celebration was successful during Family Fun Fest at BVC on March 7, 2020. Ottumwa has been awarded a statewide award for our collaboration with our various community partners.

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

Adjournment was at 6:42 P.M.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



[ CITY OF ]

OTTUMWA

FILED  
2020 MAR 31 PM 2:40

April 7, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Planning and Zoning Commission, term to expire 04/01/2025.

Lorri Swarney  
941 N. Court

Rec'd  
3-19-20

**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:

Plan and Zoning Commission

---

Name: Lorri Swarney Telephone: 563.508.5104

Email: (optional) lps@mchsi.com

Address: 941 North Court ZIP: 52501

Business: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date Available for Appointment May 2020 E-Mail: lps@mchsi.com

Present occupation: Instructor at Indian Hills Community College

Previous Employment: COTA at Pella Regional Health Center

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).

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

**Personal:**

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

Yes \_\_\_\_\_ No X

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

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

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

Yes \_\_\_\_\_ No X \_\_\_\_\_

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

Yes X \_\_\_\_\_ No \_\_\_\_\_

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

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

Lorri Swarney \_\_\_\_\_  
Signature

3/18/2020 \_\_\_\_\_  
Date

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

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

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

The following information is desirable but not required for appointment.

Year of Birth 1972 Male \_\_\_\_\_ Female X

Number of years a city resident 8 years (August 2011)

**YOUTH BOARD  
MEMBER APPLICANT ONLY**

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Year

**Lorri Swarney**

**City of Ottumwa Appointment to Plan and Zoning Commission Application**

**March 18, 2020**

Community Service:

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

**Iowa Occupational Therapy Association (IOTA) Executive Board- OTA Representative (Iowa, current)**

**Horace Mann PTA (Ottumwa, 2011-2016)**

**Ottumwa Soccer Club (Ottumwa, coached intermittently)**

**Girls Scouts of Eastern Iowa and Western Illinois (Bettendorf, 2007-2011)**

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

**Occupational Therapy Assistant license in Iowa**

**National Society of Leadership & Success (completed April 2019)**

**Youth Mental Health First Aid USA Certification (November 2019)**

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee? **It has been on my personal list of goals to become more active within the community of Ottumwa and this will provide me with the opportunity to give back to my community.**

2. What do you see as the objectives and goals of the advisory body to which you seek appointment? **The objectives of the Plan & Zoning Commission would be to make recommendations to the Ottumwa City Council regarding zoning related to structures, both established and desired, while considering the safety and well-being of community members and environmental concerns.**

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body? **I have been told that I am able to be diplomatic when in a group of individuals with various opinions. I truly like people and find that I can get along with most individuals fairly easily. I am able to see things from multiple perspectives.**

FILE  
2020 APR -1 AM 9:49

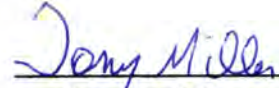
Item No. \_\_\_\_\_

CITY OF OTTUMWA

STAFF SUMMARY

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

Council Meeting of: April 7<sup>th</sup>, 2020

  
Prepared By

Fire Department  
Department

Tony Miller  
Department Head

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

AGENDA TITLE: The promotion of Master Firefighter Ron Klein to Captain effective April 1<sup>st</sup>, 2020.

PURPOSE: The purpose is to approve the promotion of Master Firefighter Ron Klein to the rank of Captain due to the retirement of Captain Bryan Blumer.

RECOMMENDATION: Approve the promotion of Ron Klein to Captain.

DISCUSS: Captain Bryan Blumer is retiring effective March 31<sup>st</sup>, 2020. Master Firefighter Ron Klein will be promoted to Captain from the Captain's Civil Service list certified March 4<sup>th</sup>, 2020.

Item No. \_\_\_\_\_

FILE  
2020 APR -1 AM 9:49

CITY OF OTTUMWA  
STAFF SUMMARY  
\*\*ACTION ITEM\*\*

Council Meeting of: April 7<sup>th</sup>, 2020

Tony Miller  
Prepared By

Fire Department  
Department

Tony Miller  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: The promotion of First Class Firefighter Gary Doud to Master Firefighter effective April 1<sup>st</sup>, 2020.

PURPOSE: The purpose is to approve the promotion of First Class Firefighter Gary Doud to the rank of Master Firefighter due to the promotion of Master Firefighter Ron Klein to Captain.

RECOMMENDATION: Approve the promotion of Gary Doud to Master Firefighter.

DISCUSSION: First Class Firefighter Gary Doud will be promoted to Master Firefighter from the Civil Service list certified March 4<sup>th</sup>, 2020.



CITY OF OTTUMWA

STAFF SUMMARY

FILED  
2020 APR -1 AM 11:30  
CITY  
OTTUMWA


Council Meeting of: 4/7/2020

ITEM NO.  
Joni Keith  
Prepared By



Public Works – Sewer Maintenance  
Department

Larry Seals  
Department Head

  
Philip Rath, City Administrator

AGENDA TITLE: Approve the appointment of Colton Millard to the position of Equipment Operator – Sewer Maintenance Department effective April 6, 2020.

\*\*\*\*\*

PURPOSE: Approve the appointment of Colton Millard to the position of Equipment Operator – Sewer Maintenance Department effective April 6, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Colton Millard would fill the position of Equipment Operator in the Sewer Maintenance Department that was vacated by a job transfer. This position became effective April 6, 2020 and salary will be \$19.77 per hour. This is a Civil Service, Bargaining Unit position.

CITY OF OTTUMWA

2020 APR -1 AM 11:30

STAFF SUMMARY

Council Meeting of: 4/7/2020

ITEM NO.  
Joni Keith

*Joni L Keith*

Prepared By

Public Works – Sewer Maintenance  
Department

Larry Seals  
Department Head

*Philip Rath*

Philip Rath, City Administrator

AGENDA TITLE: Approve the appointment of Blaise Rupe to the position of Equipment Operator – Sewer Maintenance Department effective April 13, 2020.

\*\*\*\*\*

PURPOSE: Approve the appointment of Blaise Rupe to the position of Equipment Operator – Sewer Maintenance Department effective April 13, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Blaise Rupe would fill the position of Equipment Operator in the Sewer Maintenance Department that was vacated by a job transfer. This position would become effective April 13, 2020 and salary will be \$19.77 per hour. This is a Civil Service, Bargaining Unit position.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 7, 2020

Ron Jacobsen

Prepared By

Public Works - WPCF

Department

Larry Seals

Department Head

City Administrator Approval

AGENDA TITLE: Approve the purchase of a Water Purification system

\*\*\*\*\*

\*\*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 purchase of a Water Purification unit from Vettters Culligan Water for the quoted price of \$6474.84.

DISCUSSION: The laboratory conducts Biochemical Oxygen Demand (BOD) and Ammonia Nitrogen testing which requires high purity water. The laboratory currently uses an all-glass Barnstead MegaPure Still to produce water for analysis determinations and general laboratory water use. This current system was purchased in 2006, requires frequent removal of scale buildup, and produces an inferior quality of water. An audit was completed in 2018 and the recommendation was that the laboratory has the need for a reliable, consistent source of ultrapure water.

This new unit comes with a service and maintenance contract which includes any service labor, filter changes, UV bulb and quartz replacement yearly, and will have a 1 year warranty.

WPCF budgeted \$12,000 in 610-8-815-6727 and will be taken out of that line item.



# Quotation 03302020-2

Date: 03/30/2020

**Prepared By:**

Pete Lambert  
Vetters Culligan  
3414 Merchant st.  
Coralville, Iowa 52241  
United States  
Telephone: 319-545-6655  
Fax: NA  
Email: Petel@vettersculliganwater.com

**Quoted To:**

Julaine Olson  
Ottumwa waste water plant  
222 S. Emma St  
Ottumwa, IA 52501  
United States  
Telephone: 641-683-0641  
Fax: NA  
Email: olsonj@ci.ottumwa.ia.us

Quote No: 03302020-2

RE: Ottumwa waster water treatment

**Culligan Equipment/Services:**

Qty	Description	Price
1	E1-3S Plus	
1	RO Mate 40	
1	9"mixed bed PE/DI	
1	Culligan Pressurized Product Storage Kit (110V)	
1	6 GPM VIQUA U/V system	
1	Freight 2	
1	delivery/ set-up/start-up	
Equipment and Services Sub Total:		\$5824.84
Service Contract/ Maintenance contract		\$650.00
Total:		\$6474.84

**Culligan Terms and Conditions:**

The above products and services are provided by Vetters Culligan and will be assembled by an authorized Culligan representative on site. Prices and terms are based on approved credit and are subject to change.

I have read and agree to the terms and conditions above and attached.

Accepted: \_\_\_\_\_  
Signature

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

Accepted: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_



LIMITED  
**WARRANTY**

**COMMERCIAL/INDUSTRIAL REVERSE OSMOSIS SYSTEMS**

You have just purchased one of the finest reverse osmosis water conditioning units made. As an expression of our confidence in Culligan products, your reverse osmosis water conditioning unit is warranted to the original end-user, when installed in accordance with Culligan International Company specifications, against defects in material and workmanship from the date of original installation, as follows:

For a period of ONE YEAR, { The entire reverse osmosis conditioning unit, including the reverse osmosis modules, but excluding the expendable filter cartridges used in this unit.

If a part described above becomes defective, within the specified period, you should notify your independently operated Culligan dealer and arrange a time during normal business hours for the dealer to inspect the reverse osmosis unit on your premises. Any part found defective within the terms of this warranty will be repaired or replaced by the dealer. You pay only freight from our factory and local dealer charges.

Of course, damage caused by accident, fire, flood, freezing, Act of God, misuse, misapplication, neglect, alteration, installation or operation contrary to our printed instructions, or by the use of accessories or components which do not meet Culligan specifications, is not covered by this warranty.

Our product performance specifications are furnished with each water conditioning unit. TO THE EXTENT PERMITTED BY LAW, CULLIGAN DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; TO THE EXTENT REQUIRED BY LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE ONE-YEAR PERIOD SPECIFIED ABOVE FOR THE PARTS DESCRIBED IN THIS LIMITED WARRANTY. As manufacturer, we do not know the characteristics of your water supply or the purpose for which you are purchasing a water conditioner. Please understand that the quality of water supplies may vary seasonally or over a period of time, and that your water usage rate may vary as well. Water characteristics can also change considerably if your water conditioner is moved to a new location. For these reasons, we assume no liability for the determination of the proper equipment necessary to meet your requirements, and we do not authorize others to assume such obligations for us. Further, we assume no liability and extend no warranties, express or implied, for the use of this product on a non-potable water source. OUR OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO THE REPAIR OR REPLACEMENT OF THE FAILED PARTS OF THE WATER CONDITIONER, AND WE ASSUME NO LIABILITY WHATSOEVER FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, GENERAL, OR OTHER DAMAGES, WHETHER FROM CORROSION OR OTHER CAUSES.

**CONSUMERS:**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Similarly, some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Consult your telephone directory for your local independently-operated Culligan dealer, or write Culligan International Company, for warranty and service information.

**CULLIGAN INTERNATIONAL COMPANY**  
One Culligan Parkway  
Northbrook, IL 60062

# HAUSERS

Est. 1949

## WATER SYSTEMS

Type II system

March 17, 2020

City Of Ottumwa Waste Water Treatment  
Attn: Julaine Olson

Subject: Lab Water System Rev 1

We take pleasure in submitting the following proposal for your consideration.

### EQUIPMENT SCOPE

- **A-HPL-RO**  
Reverse Osmosis Pretreatment
- **A-ARS-102**  
Aries System Type I Lab Sys. with 0.2 micron capsule filter
- **A-ARA-UV**  
Aries Combination UV for Bacteria and TOC destruct
- **A-ARA-DG**  
Aries Dispensing Gun and Tubing Kit
- **A-ARA-WB**  
Aries Wall Mounting Bracket
- **A-VPK-4010**  
Cartridge Kit-VPK Series Kit for RO/DI Feed - (3) High Purity Cartridges

### PRICING SUMMARY

Net Lab Water System: \$6,656.00

CITY OF OTTUMWA

STAFF SUMMARY

2020 MAR 31 AM 8:05

Council Meeting of: April 7, 2020

ITEM NO. \_\_\_\_\_

Joni L. Keith  
Joni L. Keith

Prepared By

Larry Seals  
Larry Seals

Department Head

Engineering

Department

Philip Rath

Philip Rath, City Administrator

AGENDA TITLE: Pass and Adopt Resolution #56-2020 setting April 21, 2020 as the date of a Public Hearing on the disposition of City-owned Right of Way located at 2437 Northgate, Ottumwa, Iowa to JKAT Integrity Team, LLC, doing business as ReMax Pride.

\*\*\*\*\*

RECOMMENDATION: Pass and adopt Resolution #56-2020 setting the public hearing.

DISCUSSION: JKAT Integrity Team, LLC, doing business as ReMax Pride is located at 2437 Northgate in Ottumwa, Iowa. The large sign for this business was inadvertently located on City Right of Way. The Iowa DOT is requiring that either the sign be moved or the City transfer ownership of the parcel of real estate where the sign is located to JKAT Integrity Team, LLC, which is the owner of 2437 Northgate. There are utility easements located in the City's Right of Way. The City is requiring that upon ownership of this property, JKAT would grant easements to the utilities effected. Those utilities have agreed to permit the transfer. The parcel has been surveyed and appraised. The appraisal price came back at \$1,500. Attached herewith is an Offer to Purchase from JKAT. After the public hearing on April 21, 2020 and approval by Council, the City will convey said property via Quit Claim Deed to JKAT, which will pay the costs for the survey, appraisal, and all costs of sale including publication fees.

**RESOLUTION #56-2020**

**A RESOLUTION SETTING APRIL 21, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 2437 NORTHGATE, OTTUMWA, IOWA.**

WHEREAS, the City of Ottumwa is the present title holder to Right of Way property located at 2437 Northgate, Ottumwa, Iowa, and legally described on the attached Exhibit A; and

WHEREAS, the above-described property is City Right of Way at that location; and

WHEREAS, JKAT Integrity Team, LLC doing business as REMAX Pride has been notified by the IDOT that its sign is located in the City's Right of Way and has to either be moved or the land beneath the sign titled in the business's name; and

WHEREAS, the city proposes to sell the small parcel of real estate to JKAT Integrity Team, LLC to be in compliance with IDOT regulations; and

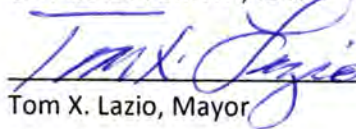
WHEREAS, the City's engineering staff recommends the sale be approved since this small parcel is not required for the City's Right of Way, creating the necessity for the Council to set a public hearing on the proposal.

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

That the 21st day of April, 2020 at 5:30 p.m. 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 JKAT Integrity Team, LLC at its expense, and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 7th day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

Christina Reinhard, City Clerk





# OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



TIME  a.m.  p.m. 03/14/2020  
DATE OF OFFER

OFFICE USE ONLY:  
OFFER ACCEPTED \_\_\_\_\_

**Check all boxes that apply.**

**I. DISCLOSURE CONFIRMATIONS.**

**A. AGENCY.** Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage \_\_\_\_\_ Seller's Brokerage \_\_\_\_\_

Dual Agent/Brokerage RE/MAX Pride

**B. SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (  has ) (  will promptly ) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here .

**C. LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (  has ) (  has not ) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here .

**D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR\* PERMISSION TO CALL.** Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR\*/Broker(s) to call, fax, and email residence.

1. <u>[Signature]</u> <u>3-14-20</u> BUYER DATE	1. _____ SELLER DATE
2. _____ BUYER DATE	2. _____ SELLER DATE

**II. OFFER TO:** City of Ottumwa (herein designated as Seller).

The undersigned JKAT Integrity Team, LLC (herein designated as Buyer)

hereby offer to buy the real property situated in Wapello County, Iowa. Located at and briefly described as: Outlot for 2437 Northgate, Ottumwa, Iowa. and legally described as: see attached Addendum 1

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$1500

AS FOLLOWS: \$0 earnest money to be held in trust by na

(  Seller's ) (  Buyer's ) (  both Seller's and Buyer's ) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

**Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)**

(A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

(B) **NEW MORTGAGE:** This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

- Conventional
- ARM
- FHA
- RECD
- VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made a part of this contract.)
- Other \_\_\_\_\_

Mortgage for not more than \_\_\_\_\_% of the purchase price not to exceed \_\_\_\_\_% interest rate no later than \_\_\_\_\_.

Seller  Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed \_\_\_\_\_% of the purchase price. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees.

etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

**FINANCING COMMITMENT.** Buyer agrees to make loan application (if applicable) immediately, or within \_\_\_\_\_ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

**Financing Contingencies Options:** (Check all that apply):

- Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.
- Both parties will await appraisal. Appraisal must be completed by this date: \_\_\_\_\_
- Awaiting other mutually agreed financing terms which shall be in writing.

(C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(E) **OTHER TERMS/CONTINGENCIES (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.):** \_\_\_\_\_

**This agreement is also subject to the following terms and conditions:**

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by na in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of trustee, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.



b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$na estimated annual tax.

c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

d. All subsequent taxes and special assessments are to be paid by Buyer.

e. Other mutually agreed upon terms – use Addendum

Buyers  and Sellers  acknowledge that they have read this page.  
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before 4:00  a.m. or  p.m. 04/22/2020 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Jason Carter. Possession to be given  a.m. or  p.m. At Closing \_\_\_\_\_, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Jason Carter \_\_\_\_\_.

4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (  is ) (  is not ) (  may be ) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**

6. **INCLUDED PERSONAL PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale. **Please specifically list items – such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. – as included or excluded.**

**OTHER INCLUDED ITEMS:** \_\_\_\_\_

**EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank):** \_\_\_\_\_

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.

**8. DUTIES OF PARTIES:**

a. Seller and Buyer acknowledge and agree that REALTOR\*/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**

b. Seller and Buyer acknowledge that the Seller of real property must disclose in good faith MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers  and Sellers   acknowledge that they have read this page.  
(Initials) (Initials)

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. **CONDITION OF PROPERTY.**

a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.

b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

i. Within na calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) declining to make any or all repairs in which case Buyer has the option to continue with purchase or (4) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1, 2 or 3 above), then buyer may, within 48 hours, declare this offer null and void and shall have the right to all payments returned.

ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.

iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within na calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within na calendar days after acceptance of this Offer, which shall be done at  Seller's or  Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option and expense, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on

Buyers   and Sellers   acknowledge that they have read this page.  
(Initials) (Initials)

lands of others, such encroachments shall be treated as a title defect.

**13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE -REAL ESTATE COMMISSIONS.**

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

**14. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

**15. ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and, if applicable, the title policy. If a title insurance policy will be utilized, Seller(s) will pay na % and Buyer(s) will pay na %. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

**16. DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed,  if not general then na deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

**17. GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. It is illegal for either the Seller/Owner or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g.: race, color, religion, nation origin, sex, creed, sexual orientation, gender identity, physical or mental handicap, familial status, or any other class protected by Fair Housing Laws. In Illinois, ancestry, age, marital status, and any other class protected by article 3 of the Illinois Human Rights Act.

**18. NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.



**19. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

**20. MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

**21. OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.

**22. INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.


**23. ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 6:00  a.m. or  p.m. 03/17/2020 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers  and Sellers  acknowledge that they have read this page.  
(Initials) (Initials)

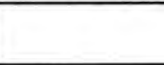
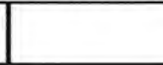
**THIS IS A LEGALLY BINDING CONTRACT.**

If not understood, consult with the lawyer of your choice.

**RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.**

			
SIGNATURE OF BUYER		SIGNATURE OF BUYER	
JKAT Integrity Team, LLC			
PRINTED LEGAL NAME		PRINTED LEGAL NAME	
116 Rosenberger Ave			
ADDRESS		ADDRESS	
Oskaloosa, IA 52577			
CITY, STATE, ZIP		CITY, STATE, ZIP	
515-708-0615			
PHONE		PHONE	
81-3181392			
BUYER TAXPAYER IDENTIFICATION NUMBER		BUYER TAXPAYER IDENTIFICATION NUMBER	
Dustin Hite		prideofthelake@gmail.com	
BUYER ATTORNEY		BUYER EMAIL	

Seller hereby ( **accepts**) ( **counters**) the above offer at \_\_\_\_\_  a.m. or  p.m. \_\_\_\_\_  
 ( See attached counter offer) or ( Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before \_\_\_\_\_  a.m. or  p.m. \_\_\_\_\_). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and ( **shall**) ( **shall not**) continue to show this property for sale.

			
SIGNATURE OF SELLER		SIGNATURE OF SELLER	
City of Ottumwa			
PRINTED LEGAL NAME		PRINTED LEGAL NAME	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
PHONE		PHONE	
SELLER SS# (Optional)		SELLER SS# (Optional)	
SELLER ATTORNEY		ABSTRACT LOCATION	
SELLER EMAIL		SELLER MORTGAGE WITH	

This offer formally rejected: \_\_\_\_\_

Time \_\_\_\_\_  a.m. or  p.m.

Date \_\_\_\_\_



# ADDENDUM TO OFFER FOR REAL ESTATE



Addendum No. 2 to the Contract dated 03/14/2020 between  
City of Ottumwa (Seller)  
JKAT Integrity Team, LLC (Buyer)

concerning the property described as:  
Outlot for 2437 Northgate, Ottumwa, IA 52501

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Buyer is a licensed real estate broker in the state of Iowa and is the managing member of JKAT Integrity Team, LLC.

Date: 3-14-20  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer: [Signature]  
 Buyer: \_\_\_\_\_  
 Seller: \_\_\_\_\_  
 Seller: \_\_\_\_\_

©2011 Iowa Association of REALTORS®



### ADDENDUM TO OFFER FOR REAL ESTATE



Addendum No. 1 to the Contract dated 03/14/2020 between  
City of Ottumwa (Seller)  
JKAT Integrity Team, LLC (Buyer)

concerning the property described as:  
Outlot For 2437 Northgate, Ottumwa, IA 52577

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Parcel A being a part of Northgate Street right-of-way in Schlunz's Northgate Addition to the City of Ottumwa, Wapello County, Iowa. Said Parcel A is more particularly described as follows:  
 Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 12 - Township 72 North - Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa; thence South 88°41'50" West 374.64 feet along the South line of said Northeast Quarter of the Southeast Quarter to the Easterly right-of-way line of Northgate Street as shown on said Schlunz's Northgate Addition recorded in Book 2-B on page 277 in the Office of the Wapello County Recorder, said point also being the Point of Beginning; thence continuing South 88°41'50" West 66.69 feet along the South line of said Northeast Quarter of the Southeast Quarter and East line of said right-of-way; thence Northeasterly 15.23 feet along a non-tangent 69.00 foot radius curve concave Southeasterly and having a chord which bears North 46°53'35" East 15.20 feet; thence North 53°55'10" East 100.83 feet to said Easterly right-of-way line of Northgate Street; thence Southwesterly 73.00 feet along a non-tangent 3720.00 foot radius curve concave Northwesterly and having a chord which bears South 20°47'20" West 73.00 feet to the Point of Beginning. Said Parcel A contains 2362 square feet or 0.05 acres.  
 Parcel A is subject to a 10 Foot water main easement being a strip of land lying 5 feet on each side of the following described centerline:  
 Commencing at the Southeast corner of Parcel A; thence South 88°41'50" West 24.60 feet along the South line of said Parcel A to the Point of Beginning; thence North 28°52'00" East 61.08 feet to the Westerly line of said Parcel A and terminating thereat.

Date: 3-14-20  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
 Buyer: \_\_\_\_\_  
 Seller: \_\_\_\_\_  
 Seller: \_\_\_\_\_

©2011 Iowa Association of REALTORS®

Serial#: 061423-300149-0820116  
 Prepared by: Jason Carter | RE/MAX Pride Inc | jason@remaxpride.com |

formsimplicity



EXHIBIT A  
LEGAL DESCRIPTION – PARCEL AT 2437 NORTHGATE, OTTUMWA, IOWA

Parcel A being a part of Northgate Street right-of-way in Schlunz's Northgate Addition to the City of Ottumwa, Wapello County, Iowa. Said Parcel A is more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 12, Township 72 North, Range 14 West of the 5<sup>th</sup> P.M., City of Ottumwa, Wapello County, Iowa; thence South 88 degrees 41'50" West 374.64 feet along the South line of said Northeast Quarter of the Southeast Quarter to the Easterly right-of-way line of Northgate Street as shown on said Schlunz's Northgate Addition recorded in Book 2-B on Page 277 in the Office of the Wapello County Recorder, said point also being the Point of Beginning; thence continuing South 88 degrees 41'50" West 66.69 feet along the South line of said Northeast Quarter of the Southeast Quarter and East line of said right-of-way; thence Northeasterly 15.23 feet along a non-tangent 69.00 foot radius curve concave Southeasterly and having a chord which bears North 46 degrees 53'35" East 15.20 feet; thence North 53 degrees 55'10" East 100.83 feet to said Easterly right-of-way line of Northgate Street; thence Southwesterly 73.00 feet along a non-tangent 3720.00 foot radius curve concave Northwesterly and having a chord which bears South 20 degrees 47'20" West 73.00 feet to the Point of Beginning. Said Parcel A contains 2362 square feet or 0.05 acres. Parcel A is subject to a 10 Foot water main easement being a strip of land lying 5 feet on each side of the following described centerline: Commencing at the Southeast corner of Parcel A; thence South 88 degrees 41'50" West 24.60 feet along the South line of said Parcel A to the Point of Beginning; thence North 28 degrees 52'00" East 61.08 feet to the Westerly line of said Parcel A and terminating thereat.

**PUBLIC NOTICE**

**NOTICE OF INTENT TO SELL CITY-OWNED PROPERTY  
TO JKAT INTEGRITY TEAM, LLC, DOING BUSINESS AS REMAX PRIDE**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing to consider selling approximately 2,362 square feet or 0.05 acres of right-of-way located at 2437 Northgate, Ottumwa, Wapello County, Iowa.

All documents, including the complete legal description, are on file in the office of the City Clerk for inspection by interested persons and said documents are hereby made part of this official publication by this reference.

This public hearing will be held by the City Council on April 21, 2020 at 5:30 p.m. in the Council Chambers at City Hall. At said time and place, any person(s) interested is invited to appear to present objections to, or argument for, the proposed sale.

FOR THE CITY OF OTTUMWA, IOWA  
Christina Reinhard, City Clerk

CITY OF OTTUMWA  
Staff Summary

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

Council Meeting of: Apr 7, 2020

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 59 - 2020, a Resolution setting April 21, 2020 as the date of a public hearing on the disposition of city owned property located at 117 S. Iowa to Whatsoever You Do, 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: Pass and adopt Resolution No. 59 - 2020.

DISCUSSION: The buyer offered the City \$125.00 for a vacant lot located at 117 S. Iowa. The buyer initially wanted to purchase the lot to place a storage building on for use by the church building they purchased to use as housing. They understand that using the lot for a storage building would require a variance. Understanding this, they still wish to purchase the lot and this resolution will set April 21, 2020 as the date of the public hearing to consider the offer.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 59 - 2020

A RESOLUTION SETTING APRIL 21, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 117 S. IOWA AVENUE TO WHATSOEVER YOU DO, INC

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 18 Block 4 in Janney Addition to the Ottumwa, Wapello County, Iowa, also known as 117 S. Iowa Avenue; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, the buyer offered \$125.00 for the lot to use in conjunction with the church building they own, which is one lot down from the vacant lot; and

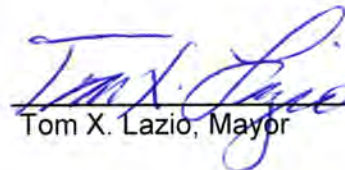
WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyers.

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

That the 21<sup>st</sup> day of April 2020 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 Whatsoever You Do, Inc. for the sum of \$125.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

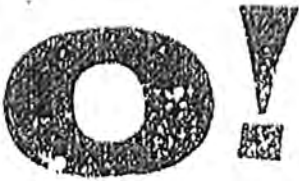
PASSED AND ADOPTED this 7<sup>th</sup> day of April 2020.

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



CITY OF  
OTTUMWA

Petition No.: 5067-2020

**Petitioner Information:**

Name: Whatsoever You Do, Inc. (WYDInc.) - Mary M. Butler

Address: 105 S. Iowa Ave. Ottumwa, IA 52501

Phone Number: (641) 226-7684  Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant city owned lot at 117 S. Iowa Ave (parcel #007410830099000). WYDInc. owns property 1 lot down from this address. They are looking at placing a possible storage shed on the lot with fence. WYDInc. is a not for profit organization in Ottumwa. Offer \$125. Mary M. Butler will bring deposit of \$50 on Monday, March 9, 2020 for this property.

\*\*\*\*\*

1. Engineering Department  Approve  Deny 3/9/2020 DEI  
Date Dept. Initials Required

Comments:

2. Plan/Zoning/Dev. Department  Approve  Deny 3-9-20 [Signature]  
Date Dept. Initials Required

Comments:

Placement of a storage building or any detached accessory structure requires a variance or legally combining both lots.

3. Health Department  Approve  Deny 3-9-20 [Signature]  
Date Dept. Initials Required

Comments:

\*\* If denied by your department automatically return to the City Clerk's Office.

\*\* If approved by your department submit to the next department for review.

\*\*\* Once the form is completed return to the City Clerk's Office



[ CITY OF ]

OTTUMWA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot      Are you a not for profit? Yes  
 Do you own property next to the lot? NO (1 lot down)  
 Building      Has the City owned the property for more than 5 years? NO  
 Are you a not for profit that builds housing? NO  
 Are you an Ottumwa School District? YES

Address or legal description of the property 117 S IOWA  
007410830099000

Buyers Name, address and phone number WYDING 105 S. IOWA AVE.  
OTTUMWA, IA - Contact (Mary M. Butler)

Dollar amount of the offer 125.00

If you are purchasing a building do you plan to renovate or demolish it? NA

If you are purchasing a vacant lot, what is the intended use of the lot? Possible Storage Shed & Fence 17 in.

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

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

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

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

641-226-7684 Mary Butler  
 WHATSOEVER YOU DO, INC.

2020 MAR 31 AM 8:05  
477

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 7, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan *[Signature]*  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 61 - 2020, a Resolution setting April 21, 2020 as the date of a public hearing on the disposition of city owned property described as Lot 11 Block 3 in Blake Park Addition to the City of Ottumwa, Wapello County, Iowa, also known as 817 Chester to James and Lori Rushman

\*\*\*\*\*

**\*\*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. 61 - 2020.

DISCUSSION: The buyers offered the City \$250 for a vacant lot located at 817 Chester. The buyers intend to use the lot as extra yard space for the property they own at 813 Chester. This resolution sets April 21, 2020 as the public hearing date to consider the offer.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 61 - 2020

A RESOLUTION SETTING APRIL 21, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY DESCRIBED AS LOT 11 BLOCK 3 IN BLAKE PARK ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, ALSO KNOWN AS 817 CHESTER, TO JAMES AND LORI RUSHMAN

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 11 Block 3 in Blake Park Addition to the City of Ottumwa, Wapello County, Iowa; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, the buyers offered \$250 for the vacant lot in order to use it for extra yard space for the property they own at 813 Chester; and

WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyers.

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

That the 21<sup>st</sup> day of April 2020 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 James and Lori Rushman for the sum of \$250.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 7<sup>th</sup> day of April 2020.

City of Ottumwa, Iowa

\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk





[ CITY OF ]

OTTUMWA

Petition #5056-2019

FILED

2019 JUL 12 PM 2:46

CITY CLERK  
OTTUMWA, IA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

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

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

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

Dollar amount of the offer \$ 250.00

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

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

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

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

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

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

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



Petition No.: 5056-2019

**Petitioner Information:**

Name: James & Lori Rushman

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

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

Summary of Petition:

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

\*\*\*\*\*

1. Engineering Department  Approve  Deny 7-19-19

Comments:

Date

Dept. Initials  
Required

2. Plan/Zoning/Dev. Department  Approve  Deny

Comments:

Date 7-22-19

Dept. Initials  
Required

3. Health Department  Approve  Deny

Comments:

Date 7-22-19

Dept. Initials  
Required

**\*\* If denied by your department automatically return to the City Clerk's Office.**

**\*\* If approved by your department submit to the next department for review.**

**\*\*\* Once the form is completed return to the City Clerk's Office**

# Item No. B.-11.

## CITY OF OTTUMWA

Staff Summary

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


Council Meeting of: April 7, 2020


Alicia Bankson

Prepared By

Engineering

Department

  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution #65-2020. Approving the contract, bond, and certificate of insurance for CSO, Blake's Branch, Phase 8, Division 1.

\*\*\*\*\*

\*\*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 #65-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Langman Construction, Inc, of Rock Island, Illinois for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 17, 2020 City Council Meeting in the amount of \$11,742,070.00.

Bid Amount: \$11,742,070.00

Engineers estimate: \$12,100,000.00

Blake's Branch \$5,414,099 (in TIF district) Main Street

Blake's Branch \$1,568,433 (outside TIF) Birch Street

Blake's Branch \$2,502,669 (in TIF district) South of Main Street

OWW \$1,957,173

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

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #65-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE CSO, BLAKE'S BRANCH, PHASE 8, DIVISION 1 PROJECT

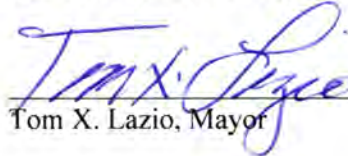
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Langman Construction, Inc, of Rock Island, Illinois in the amount of \$11,742,070.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Langman Construction, Inc, of Rock Island, Illinois for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 7<sup>th</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

## CONTRACT

THIS AGREEMENT, made and entered into this 17th day of March, 2020, by and between the City of Ottumwa, Iowa, party of the first part, hereinafter referred to as the "Owner", and

LANGMAN CONSTRUCTION, INC.  
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 18th day of February, 2020 for Blake's Branch Sewer Separation, Phase 8, Division 1, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for all work described in plans and specifications titled "Ottumwa, Iowa, Blake's Branch Sewer Separation, Phase 8, Division 1", as follows:

### **BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

Construct Blake's Branch Sewer Separation, Phase 8, Division 1 including all labor, materials and equipment necessary for approximately 5,500 square yards of 8-inch portland cement concrete pavement, 18,000 square yards of 9-inch portland cement concrete pavement, 6,000 square yards of bituminous seal coat, 5,000 square yards of 6-inch or 8-inch portland cement concrete drives and shared use path, 2,000 square yards of 4-inch portland cement concrete sidewalk, intakes, manholes, 9,800 linear feet of 15-inch through 60-inch reinforced concrete pipe storm sewer, 5,000 linear feet of 30-inch through 36-inch sanitary sewer pipe, 3,600 linear feet of 8-inch through 18-inch sewer pipe, 2,600 linear feet of 16-inch water main, 5,400 linear feet of 4-inch through 12-inch water main, hydrants, valves, copper water service pipe, borrow material, excavation, backfill, erosion control, surface restoration, testing, mobilization, traffic control, and miscellaneous associated work, including cleanup for the sum of Eleven Million Seven Hundred Forty-two Thousand Seventy and

00/100 Dollars (\$11,742,070.00) based on the unit and lump sum prices as shown on the Proposal.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 General Conditions
- 2.1.6 Special Conditions
- 2.1.7 Plans List
- 2.1.8 Detailed Specifications
- 2.1.9 Plans listed in the specifications
- 2.1.10 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR**

**CITY OF OTTUMWA IOWA**

LANGMAN CONSTRUCTION, INC.

*Tom J. Lewis*  
Mayor

By *Robert H. Langman*

Title CHAIRMAN

ATTEST:

ATTEST:

*Joshua L. Blendell*

*Christi Reuland*

Title Secretary

City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2020

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

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

<b>PRODUCER</b> Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street; Suite 4B Davenport IA 52801	<b>CONTACT NAME:</b> Laura Foust, CPCU, AAI, CRIS, CISR <b>PHONE (A/C, No, Ext):</b> 563 823 6734 <b>E-MAIL ADDRESS:</b> laura.foust@hubinternational.com	<b>FAX (A/C, No):</b> 866-873-6117
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Langman Construction, Inc.; C.H Langman 220 34th Avenue Rock Island IL 61201 LANGCON-04	<b>INSURER A :</b> United Fire & Casualty	
	<b>INSURER B :</b> Lafayette Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 476764336                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		60376776	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60376776	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		60376776	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	60376776 30302918	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Leased/Rented Equipment Cargo		60376776	10/1/2019	10/1/2020	Limit: \$1,000,000 Limit: \$400,000 Limit: \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Blake's Branch Sewer Separation, Phase 8, Division 1

City of Ottumwa is included as additional insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. Government Immunities endorsement pursuant to Iowa Code Section 670.4 is included.

<b>CERTIFICATE HOLDER</b>  City of Ottumwa 105 East Third Street Ottumwa IA 52501-0000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

BOND

BOND NO. S016539

KNOW ALL MEN: That we, LANGMAN CONSTRUCTION, INC.  
of Rock Island, Illinois, hereinafter called the Principal, and  
Employers Mutual Casualty Company, P.O. Box 712, Des Moines IA 50306  
hereinafter called the surety, are held and firmly bound unto the City of Ottumwa, Iowa,  
hereinafter called the Owner, in the sum of  
Eleven Million Seven Hundred Forty-two Thousand Seventy and 00/100  
Dollars (\$11,742,070.00), for the payment whereof the Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated March 17  
2020, entered into a Contract with the Owner for Blake's Branch Sewer Separation,  
Phase 8, Division 1, which Agreement includes a guarantee of all work against defective  
workmanship and materials for a period of four (4) years from the date of final acceptance  
of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall  
faithfully perform the Contract on his part and shall fully indemnify and save harmless the  
Owner from all costs and damage which he may suffer by reason of failure so to do and  
shall fully reimburse and repay the Owner all outlay and expense which the Owner may  
incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the  
Principal for labor or materials, failing which such persons shall have a direct right of  
action against the Principal and Surety under this Obligation, subject to the Owner's  
priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and  
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever  
shall be brought on this Bond after five (5) years from the date of final acceptance of the  
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in  
the work to be done under it, or the giving by the Owner of any extension of time for the  
performance of the Contract, or any other forbearance on the part of either the Owner or  
the Principal to the other shall not in any way release the Principal and the Surety, or either  
of them, their heirs, executors, administrators, successors or assigns from their liability  
hereunder, notice to the Surety of any such alteration, extension or forbearance being  
hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all  
persons, firms, or corporations having contracts directly with the Principal or with  
subcontractors all just claims due them for labor performed or material furnished, in the  
performance of the Contract on account of which this Bond is given, when the same are  
not satisfied out of the portion of the contract price which the Owner shall retain until  
completion of the improvements, but the Principal and Surety shall not be liable to said  
persons, firms, or corporations unless the claims of said claimants against said portions of  
the contract price shall have been established as provided by law.



The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.


The Bond is executed in triplicate.

Signed and Sealed this 13th day of March, 2020.

PRINCIPAL:

LANGMAN CONSTRUCTION, INC.

Contractor

  
Signature Charles H. Langman  
Chairman

Title

SURETY:

Employers Mutual Casualty Company

Surety Company

  
Signature, Attorney-in-Fact

Joyce L. Briggs

Name of Attorney-in-Fact

Ruhl & Ruhl Insurance, A Div of HUB International

Company Name

212 Brady Street, Suite 4B

Company Address (Including Zip Code)

(563) 324-1981

Company Telephone Number



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**JOYCE L. BRIGGS**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	Langman Construction, Inc.	City of Ottumwa
		105 E. 3rd Street
		Ottumwa, IA 52501

S016539  
In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

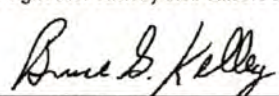
### AUTHORITY FOR POWER OF ATTORNEY

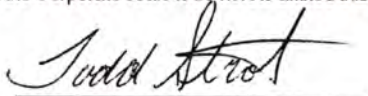
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

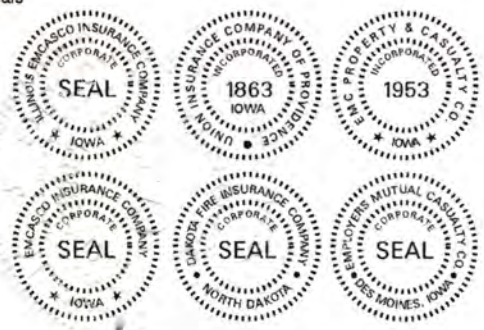
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals

  
 Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

  
 Todd Strother  
 Senior Vice President



On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

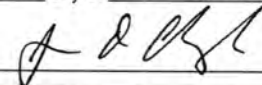
  
Kathy Loveridge  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of March, 2020.

  
Vice President



**OTTUMWA**  
Riverfront Redevelopment  
Initial BUILD Grant Progress  
for May 2020

*April 6, 2020*

# Riverfront Steering Committee

- **City of O!**
  - Mayor Tom Lazio
  - Phil Rath – City Admin
  - Kevin Flanagan – Planning/Dev
  - Larry Seals – Public Works
  - Gene Rathje – Parks
- **Wapello County** – Brian Morgan
- **O! Water Works** – Mike Hefferman
- **O! Trails Council** – Kim Hellige (O! Schools)
- **Area 15 RPC**
  - Chris Bowers
  - Holly Berg (O! Council)
  - Brad Grefe – lead narrative author
- **Indian Hills** – Marlene Sprouse
- **John Deere** – Leslie Conning Plt Mgr
- **GOPIP**
  - Fred Zesiger
  - Sharon Stroh
  - Andy Wartenberg
- **Legacy Foundation**
  - Kelly Genners
  - Steve Dust
- **Consultants**
  - Vandewalle & Assoc
  - V&K



# OTTUMWA OPPORTUNITY ANALYSIS

- #1:** Upgrade Depot/Amtrak Station to Increase Ottumwa's Regional Appeal
- #2:** Create TOD around Depot/Amtrak Station to Attract Private Investment and Enhance Downtown Vibrancy
- #3:** Prioritize Riverfront Revitalization including New Residential Apartments
- #4:** Boost Riverwalk System with Dynamic Riverfront "Electric Park" Venue
- #5:** Leverage Locally-owned Hydropower Dam for Advanced Green Energy Microgrid
- #6:** Develop Ottumwa as Excursion Destination within Chicago to Omaha Corridor
- #7:** Reposition the Oxbow as Enhanced Downtown Gateway and Sports Trailhead



**OPPORTUNITY ANALYSIS  
DOWNTOWN**  
OTTUMWA, IOWA

**DRAFT**



Revised: May 6, 2019  
**VANDEWALLE &  
ASSOCIATES INC.**  
© 2019



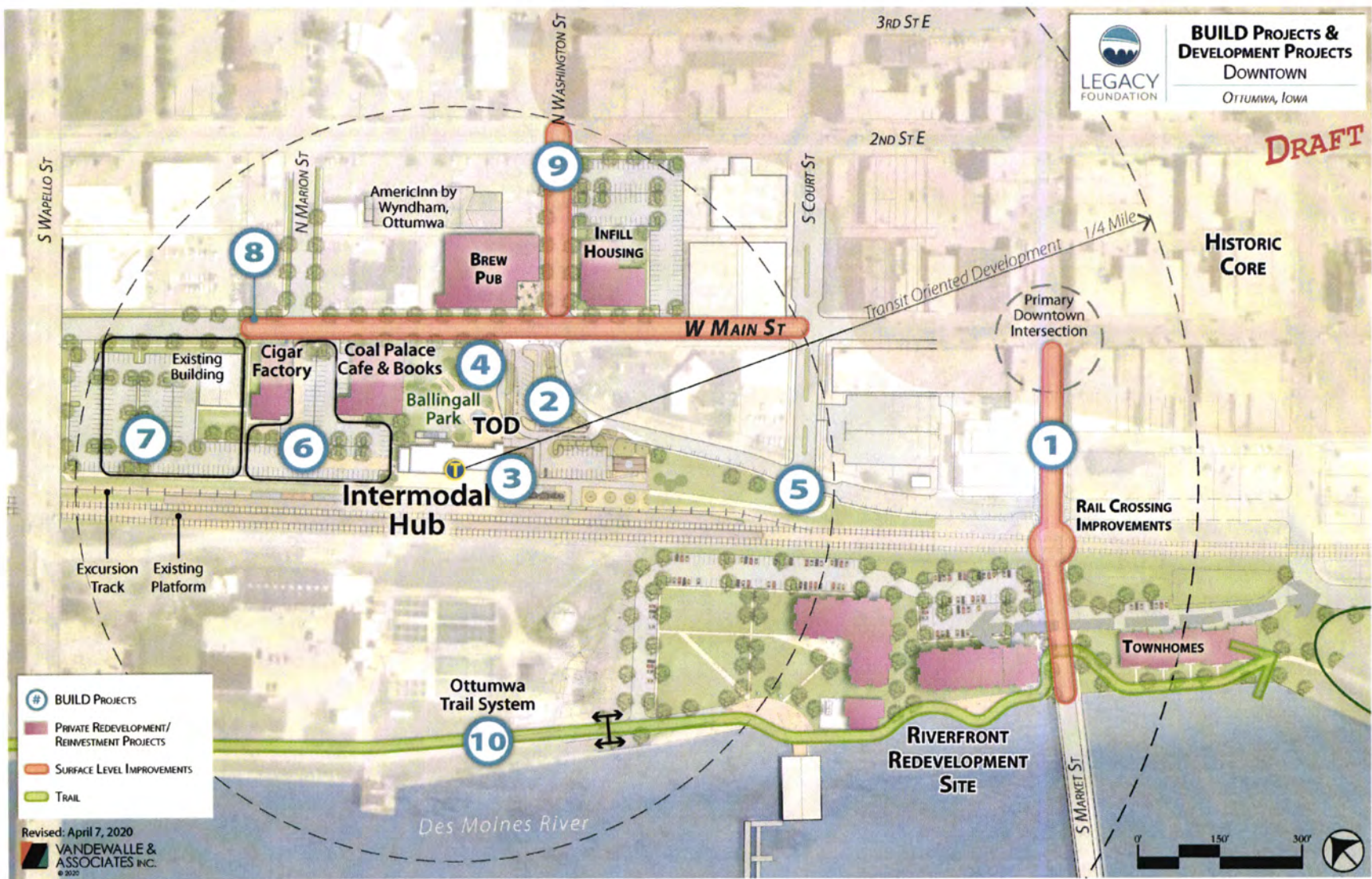
**DRAFT**





**BUILD PROJECTS & DEVELOPMENT PROJECTS**  
DOWNTOWN  
OTTUMWA, IOWA

**DRAFT**



Revised: April 7, 2020  
VANDEWALLE & ASSOCIATES INC.  
© 2020



# Draft BUILD Grant Project List & Cost Estimates\*

Project	Total Cost
1 Market Street Streetscape Improvements	\$2,440,984
2 Intermodal Site Improvements	\$1,464,606
3 Intermodal Station Improvements*	\$561,000
4 Ballingall Park & Locomotive Relocation	\$1,335,129
5 Bus Shelter	\$422,620
6 Parking Area (Coal Palace)	\$1,867,602
7 Parking Area (Cigar Factory)	\$1,693,098
8 Main Street Streetscape	\$2,988,414
9 Washington Street Streetscape	\$1,588,818
10 Riverwalk & Trail*	\$3,083,213
<b>Total</b>	<b>\$17,445,483</b>

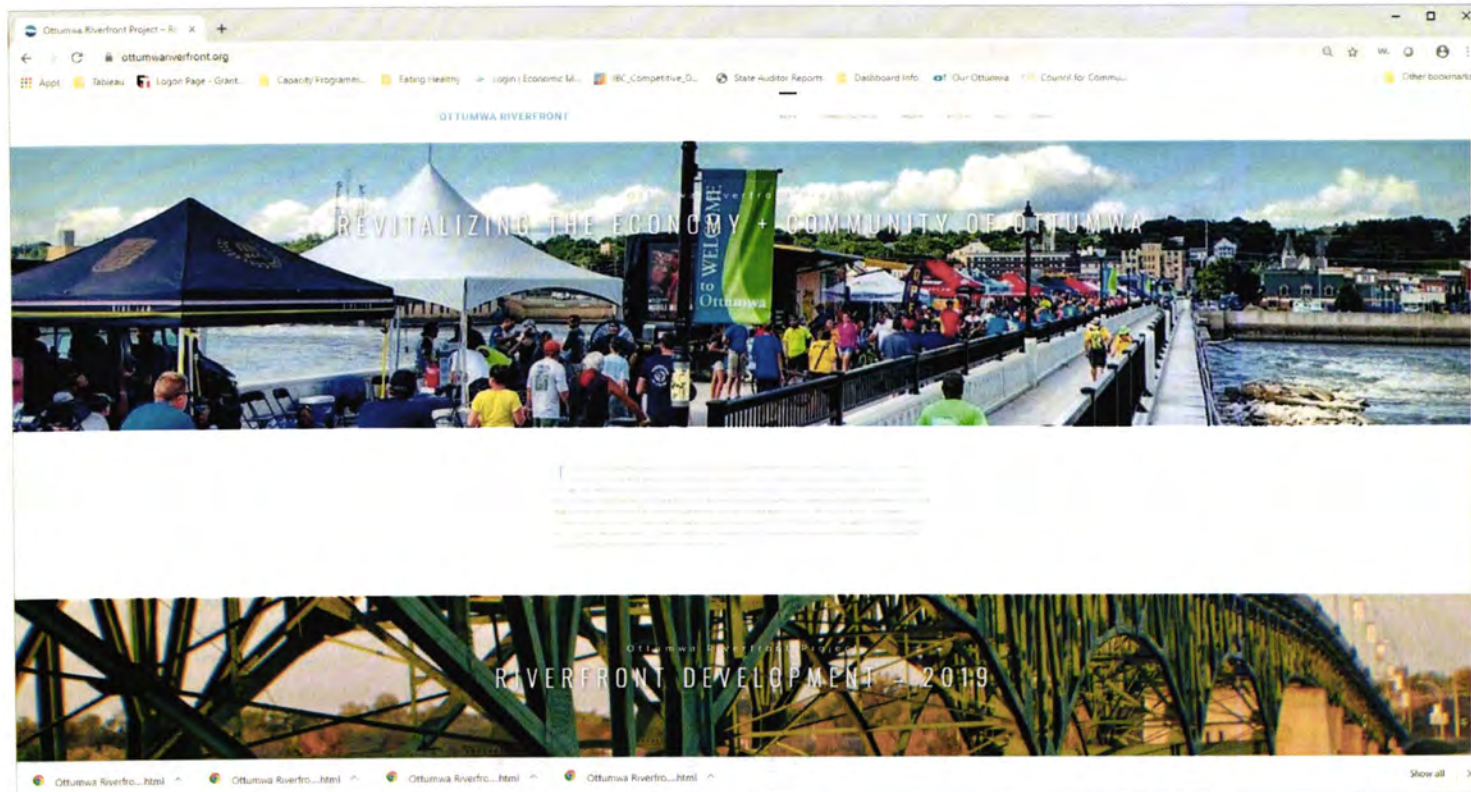
\*Draft Estimates: Additional information needed, total may change

# Draft BUILD Grant Project Timeline

Task	Deadline
Project Prioritization	April 10
Identify Match Source	April 10
Finalize Budget	April 13
Benefit Cost Analysis	April 13
Environmental Approvals	May 4
Project Schedule	April 17
Narrative Draft	April 27
Political & Stakeholder Engagement	Ongoing
Support Letters	April 30
Narrative Review	Weekly
Grant Readiness Team Meeting	Weekly
Advance Private Development	Ongoing
<b>Final Application Due to DOT</b>	<b>May 18</b>



# DEDICATED PROJECT WEBSITE



[www.ottumwariverfront.org](http://www.ottumwariverfront.org)

2020 MAR 31 AM 8:05

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 7, 2020

Kala Mulder

Prepared By



Department Head

Finance

Department



City Administrator Approval

AGENDA TITLE: Anderson, Larkin & CO Engagement Letter

\*\*\*\*\*

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

RECOMMENDATION: Authorize city staff to work with Anderson, Larkin & CO on the FY20 Audit.

DISCUSSION: We wish to continue to work with Anderson, Larkin & CO on the City audit of financial statement of government activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic statements, of the City of Ottumwa as of and for the year ended June 30, 2020.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No



ANDERSON, LARKIN & CO., P.C.  
Certified Public Accountants  
*"Your Success Is Our Business."*

Kenneth E. Crosser, CPA  
April D. Crosser, CPA  
Michael J. Podliska, CPA  
Alexander T. Barr, CPA

March 20, 2020

Ms. Kala Mulder, Director of Finance  
City of Ottumwa, Iowa  
City Hall  
105 E. Third Street  
Ottumwa, Iowa 52501

We are pleased to confirm our understanding of the services we are to provide the City of Ottumwa, Iowa for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Ottumwa, Iowa as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Ottumwa, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Ottumwa, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the City's Proportionate Share of Net Pension Liability – IPERS
- 4) Schedule of City Contributions – IPERS
- 5) Schedule of the City's Proportionate Share of Net Pension Liability – MFPRSI
- 6) Schedule of City Contributions – MFPRSI
- 7) Schedule of the Change in the City's Total Other Post-Employment Benefits Liability, Related Ratios and Notes

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Ottumwa, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

221 N. Wapello Street • P.O. Box 533 • Ottumwa, Iowa 52501 • (641) 684-5489 • Fax (641) 683-1665

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Two

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Schedules required by the Certified Annual Report
- 2) Introductory section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Members of the City Council of the City of Ottumwa, Iowa. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Three

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.



To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Four

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ottumwa, Iowa's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Ottumwa, Iowa's major programs. The purpose of these procedures will be to express an opinion on the City of Ottumwa, Iowa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Ottumwa, Iowa in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Five

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Six

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Larkin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Cognizant or Oversight Agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Larkin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately in August of 2020 and to issue our reports no later than December 31, 2020. Kenneth E. Crosser is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To the Mayor and the Members of the City Council  
City of Ottumwa, Iowa  
March 20, 2020  
Page Seven

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: ½ due upon completion of fieldwork and ½ due upon delivery of the final audit reports and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Ottumwa, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ANDERSON, LARKIN & CO., P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Ottumwa, Iowa.

City Council signature: Tom X. Legio

Title: Mayor

Date: 4-7-20

Finance Director signature: M. Mulder

Title: Director of Finance

Date: 3/23/2020

# Item No. G.-1.

## CITY OF OTTUMWA

Staff Summary

2020 APR 7 -3 AM 7:54

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

OTY

Council Meeting of: April 7, 2020

Alicia Bankson

Prepared By

Public Works - WPCF

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #63-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the WPCF – Final Clarifier Sandblasting, Priming and Painting 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 #63-2020.

DISCUSSION: This project consists of the sandblasting, priming and painting of the bridge and structure along with coating of the perimeter effluent trough for the Final Clarifiers at the Water Pollution Control Facility. A base bid will be received for the North Final Clarifier with alternate bids for the South Final Clarifier.

Bids will be received and opened by the City of Ottumwa on April 29, 2020. The bid report and bid award recommendation will be presented at the City Council meeting on May 5, 2020. Construction on this project is expected to commence on or about May 25, 2020 and shall be substantially complete on or before July 31, 2020.

Engineer's Opinion of Cost: Base Bid: \$40,000.00, Alternate Bids: \$36,000.00

Funding: \$60,000 WPCF Fund Balance

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #63-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE WPCF – FINAL CLARIFIER SANDBLASTING, PRIMING AND PAINTING PROJECT

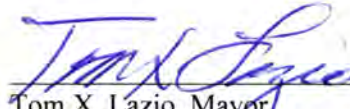
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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


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

APPROVED, PASSED, AND ADOPTED, this 7<sup>th</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

3/26/2020

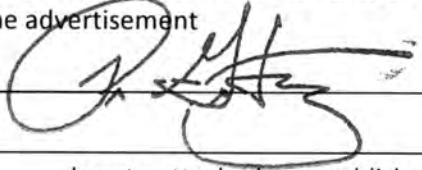
SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Final Clarifier Sandblasting, Priming and Painting, Ottumwa, Iowa at 5:30 p.m. on April 7, 2020 in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections there-to or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Final Clarifier Sandblasting, Priming and Painting All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

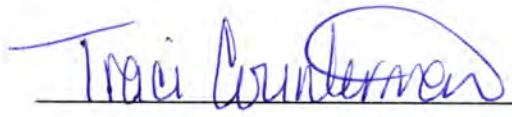
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

CLARIFIER, SANDBLASTER, PRIMING, PAINTING



CITY OF OTTUMWA

\_\_\_\_\_ hereto attached was published in said newspaper for 1 consecutive week's to 3/26/20 Subscribed and sworn to before me, and in my presence, by the said 26TH day of MARCH, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

# COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Final Clarifier Sandblasting, Priming and Painting, Ottumwa, Iowa at 5:30 p.m. on April 7, 2020 in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Final Clarifier Sandblasting, Priming and Painting All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

*PH - Approve P/S  
WPCF - Final Clarifier  
Sandblaster, Priming & Painting*



**CITY OF OTTUMWA**

2020 APR -3 AM 7:54

**Staff Summary**

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

Council Meeting of: April 7, 2020

Zach Simonson

Prepared by

Planning & Development

Department

Kevin Flanagan

Department Head

City Administrator Approval

AGENDA TITLE: ZONING ORDINANCE NO 3171-2020: AMENDING THE ZONING ORDINANCE #3088-2015 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 38 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY AMENDING SECTIONS 38-74, 38-115 AND 38-870

\*\*\*\*\*

RECOMMENDATION: Waive second and third consideration, pass and adopt Ord. 3171-2020.

DISCUSSION: We have three recommended code language changes to address residential conversions. According to data in the most recent draft of the *Our Ottumwa 2020 Comprehensive Plan*, the average year built for a residential conversion is 1904 and the average assessed value is just \$34,284 despite these buildings having as many as eight dwelling units. Many of these buildings are persistent challenges for the Health Department and many are in historic districts. This change would give the City a greater degree of flexibility to address these properties when they become public nuisances and to encourage de-conversion or other appropriate use.

(2) Duplex residential (conversion). The use of a legally-described lot for converting one dwelling unit into two dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.

(3) Duplex residential (new). The use of a legally-described lot for two new dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.

(4) Townhouse residential. The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.

(5) Multiple-family residential (conversion). The conversion of a building with one or two dwelling units into a building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

(6) Multiple-family residential (new). A new building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

There are no changes to the descriptions for new duplex and multifamily use types except the distinction that they are built new for that use. The conversion use types are new additions.

The second code section we recommend changing would add duplex and multifamily conversions to the zoning use matrix as follows:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.	
		RR	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	BP	I1	I2		
Duplex (conversion)				C	C	C	C		C	C					C	X	38-870(b); 38-870(d); 38-876
Duplex (new)				P	P	P	P		P	P					P	X	38-870(b); 38-870(d); 38-876
Multiple family (conversion)						C	C		C	C	C	C			C	X	38-870(b); 38-870(d); 38-876
Multiple family (new)						P	P		P	P	P	C			P	X	38-870(b); 38-870(d); 38-876

This would make any new conversion require a conditional use permit.

The third code section we recommend changing would add supplemental regulations for residential conversions as follows:

(d) *Residential Conversions*. In addition to the Condition Use Permit requirements in Sec. 38-998, duplex and multiple family residential conversions are subject to the following requirements:

(1) *Dwelling unit size*. All dwelling units in a multiple family residential conversion must be at least 500 square feet and subject to the habitable space requirements of the Building and Housing Codes.

(2) *Existing nonconforming conversions*.

a. *Expansion*. A nonconforming residential conversion cannot add new dwelling units in addition to what exists at the time of adopting this ordinance. If the number

of available dwelling in a nonconforming building decreases, it cannot increase without a conditional use permit.

b. *Discontinuation or Abandonment.* If a nonconforming use is discontinued or abandoned for a continuous period of one year, the nonconforming use is terminated. Following termination such building shall not be used as a duplex or residential conversion without a conditional use permit and shall otherwise revert to its original use.

These supplemental regulations require that units in multifamily residential units must be at least 500 square feet. This section also sets standards for existing nonconforming conversions that prohibit adding new units to existing conversions, replacing units that are discontinued in existing conversions and requiring existing conversions to obtain a conditional use permit or else revert to original use when use is discontinued for a period of one year.

ORDINANCE NO. 3171-2020

AN ORDINANCE AMENDING THE ZONING ORDINANCE #3088-2015 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 38 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY AMENDING SECTIONS 38-74, 38-115 AND 38-870 CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

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

**SECTION 1**

Section 38-74 is hereby amended by repealing Section 38-74 in its entirety and enacting the following in lieu thereof:

**Sec. 38-74. – Residential use types.**

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- (1) *Single-family residential*. The use of a site for one dwelling unit, occupied by one family. Mobile home units, as defined by this section, are not a single-family residential use type.
  - a. *Single-family residential (attached)*. A single-family residential use in which one dwelling unit is located on a single lot and is attached by a common vertical wall to only one other adjacent dwelling unit on another single lot.
  - b. *Single-family residential (detached)*. A single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.

(2) *Duplex residential (conversion)*. The use of a legally-described lot for converting one dwelling unit into two dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.

(3) *Duplex residential (new)*. The use of a legally-described lot for two new dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.

(4) *Townhouse residential*. The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.

(5) *Multiple-family residential (conversion)*. The conversion of a building with one or two dwelling units into a building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

(6) *Multiple-family residential (new)*. A new building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

(7) *Downtown residential*. The use of upper levels above street level of a building within the central business district of the city for single- or multiple-family residential uses.

(8) *Group residential*. The use of a site for the residence of more than three unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units. Group residential uses are limited to facilities that are officially recognized or

operated by a college or university, government agency, or nonprofit organization. Typical uses include fraternity or sorority houses and dormitories not incorporated into a college and university use type.

(9) *Boardinghouse*. The use of a site for the residence of more than four unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units.

(10) *Mobile home park*. Use of a site under single ownership for one or more mobile home units. Generally, the land on which mobile homes are placed in a mobile home park is leased from the owner of the facility.

(11) *Retirement residence*. A building or group of buildings which provide residential facilities, provided that 75 percent of the residents are at least 60 years of age, or households headed by a householder of at least 60 years of age. A retirement residence may provide a range of residential building types and may also provide support services to residents, including, but not limited to, food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences may include additional health care supervision or nursing care.

## **SECTION 2**

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

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.	
		RR	RI	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	BP	I1	I2		
Duplex (conversion)				C	C	C	C		C	C					C	X	38-870(b); 38-870(d); 38-876
Duplex (new)				P	P	P	P		P	P					P	X	38-870(b); 38-870(d); 38-876
Multiple family (conversion)						C	C		C	C	C	C			C	X	38-870(b); 38-870(d); 38-876
Multiple family (new)						P	P		P	P	P	C			P	X	38-870(b); 38-870(d); 38-876

## **SECTION 3**

Section 38-870 is hereby amended by adding the following section:

(d) *Residential Conversions*. In addition to the Condition Use Permit requirements in Sec. 38-998, duplex and multiple family residential conversions are subject to the following requirements:

(1) *Dwelling unit size*. All dwelling units in a multiple family residential conversion must be at least 500 square feet and subject to the habitable space requirements of the Building and Housing Codes.

(2) *Existing nonconforming conversions*.

a. *Expansion*. A nonconforming residential conversion cannot add new dwelling units in addition to what exists at the time of adopting this ordinance. If the

number of available dwelling in a nonconforming building decreases, it cannot increase without a conditional use permit.

b. *Discontinuation or Abandonment.* If a nonconforming use is discontinued or abandoned for a continuous period of one year, the nonconforming use is terminated. Following termination such building shall not be used as a duplex or multifamily residential conversion without a conditional use permit and shall otherwise revert to its original use.

**SECTION 4**

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

**SECTION 5**

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

PASSED on its first consideration the 7th day of April, 2020.

PASSED on its second consideration the \_\_\_\_\_ day of Waived, 2020.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED this 7th day of April, 2020.

CITY OF OTTUMWA, IOWA

By: Tom X. Lazio  
Tom Lazio, Mayor

\_\_\_\_ No action taken by Mayor.

\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Tom Lazio, Mayor

\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by failure of vote taken to repass.

\_\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:



*Chris Reinhard*

Chris Reinhard, City Clerk

**CITY OF OTTUMWA** 3 AM 7:54  
Staff Summary

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

Council Meeting of: Apr 7, 2020

Planning & Development  
Department

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

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

AGENDA TITLE: Transfer of \$30,000 in City Fund 151 "Other Capital Projects Fund" from Department 541 "White Box/Paint" to Department 560 "Facade Program"

\*\*\*\*\*

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

RECOMMENDATION: Approve transfer of funds

DISCUSSION: This Council action will reallocate funds from our City White Box Program to our Downtown Facade Program in the amount of \$30,000. These funds will be used to incentivize revitalization projects in our downtown area toward redevelopment of buildings for commercial use, including 925 and 515 Church Street in this case, as well as for other structures throughout the downtown area.

Source of Funds:

Budgeted Item:  Budget Amendment Needed.



RESOLUTION NO. 30-2020

A RESOLUTION REALLOCATING GRANT FUNDS FROM THE OTTUMWA REGIONAL LEGACY FOUNDATION, IN THE AMOUNT OF \$30,000, IN FUND 151 , FROM DEPARTMENT 541 WHITEBOX/PAINT TO DEPARTMENT 560 FAÇADE PROGRAM, TO BE USED IN SUPPORT OF BLIGHT REMEDIATION AND ECONOMIC DEVELOPMENT IN THE CITY DOWNTOWN AREA

WHEREAS, the City of Ottumwa has committed to blight remediation and economic development assistance in the downtown area; and

WHEREAS, the City has implemented programs to reduce the number of blighted downtown structures and cause for increased economic development in the downtown area; and

WHEREAS, despite the programs to reduce the number of blighted structures, a select number of such structures remain; and

WHEREAS, the Ottumwa City Council is working with Ottumwa Regional Legacy Foundation in order to address blight and create economic development in the City, in the downtown area and throughout residential areas ; and

WHEREAS, to these ends, the Ottumwa Regional Legacy Foundation pledged certain funds in grant allocation to the City for the City's Downtown White Box Program; and

WHEREAS, the City has requested the Ottumwa Regional Legacy Foundation allow the re-allocation of \$30,000 of said funds from the White Box Program and that these funds be reallocated to the Façade Program in conjunction with the redevelopment of downtown structures through public/private partnerships and that these funds be utilized as incentives for said redevelopment purposes; and

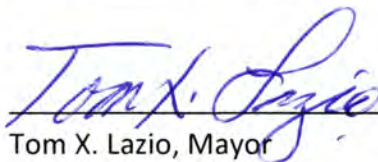
WHEREAS, the Ottumwa Regional Legacy Foundation has agreed to said reallocation of funds for blight remediation and economic development; and

WHEREAS, said funds (\$30,000) will be transferred by the City, in City Fund 151 "Other Capital Projects Fund", from Department 541 "White Box/Paint" to Department 560 "Façade Program", for the stated purposes of blight remediation and economic development and the incentivizing of private development efforts to these ends; and


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA that the transfer of said funds, in the amount of \$30,000, and to the agreement of the Ottumwa Regional Legacy Foundation and the City of Ottumwa, is hereby approved.

APPROVED, PASSED, AND ADOPTED this 7th day of April 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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

Item No. H.-2.

CITY OF OTTUMWA  
STAFF SUMMARY

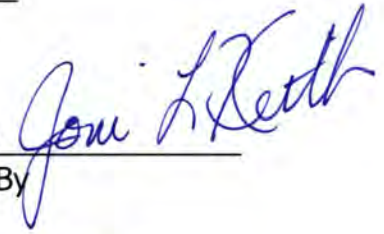
FILED  
2020 APR -3 AM 7:54

Council Meeting of: April 7, 2020

ITEM NO. 0771335

Joni Keith

Prepared By

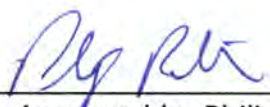


Planning

Department

Kevin Flanagan

Department Head



Approved by Philip Rath

AGENDA TITLE: Resolution No. 52-2020 approving the publication of a public notice soliciting competing proposals for the sale of real estate located within the City's West Gate Urban Renewal Area at 310 E. Main Street, Ottumwa, Iowa.

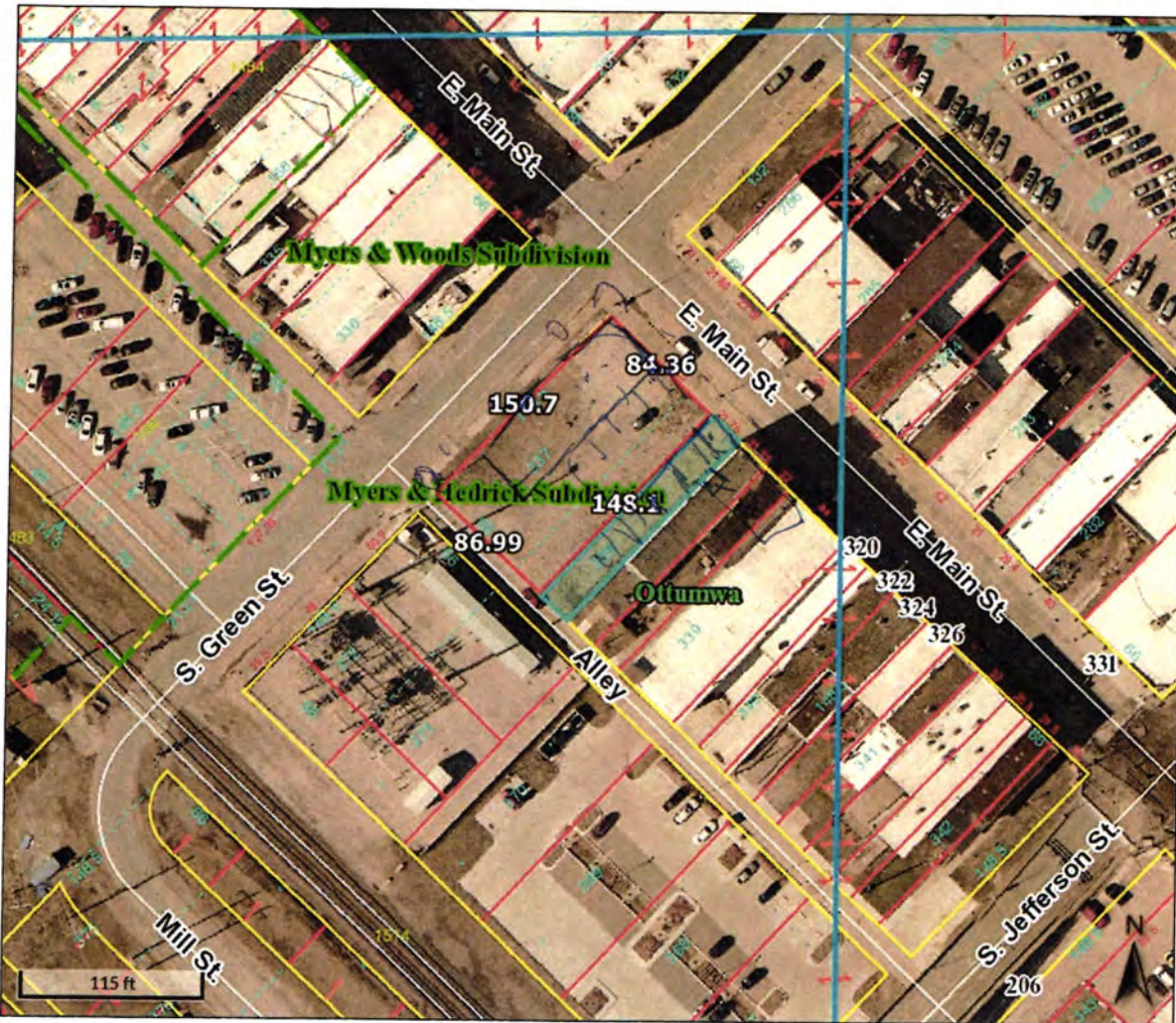
\*\*\*\*\*

PURPOSE: Publishing Notice seeking competitive proposals for the sale of real estate located in the City's West Gate Urban Renewal Area at 310 E. Main Street, Ottumwa.

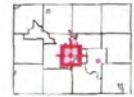
RECOMMENDATION: Pass and adopt Resolution No. 52-2020.

DISCUSSION: The City has received an offer from Christner Properties, L.L.C. to purchase a small parcel of real estate legally described on the attached proposed Purchase and Development Agreement for the sum of Two Thousand Dollars (\$2,000.00) and other valuable consideration. Said real estate is located adjacent to property at 304 E. Main, which is owned by Christner. The combination of both lots will result in one large development lot at the corner of Main and Green. The City acquired this property through tax sale approximately 1 year ago. Originally, this vacant lot was the location of the Ballingall Hotel which was demolished years ago. The City has been dealing with various nuisance issues involving this property ever since. Christner is planning to utilize this lot for a new commercial building and parking for its tenants. Christner's proposal promotes economic development in the West Gate Urban Renewal Area. Christner would pay the cost of the appraisal, abstract, recording fees and all closing costs. This property has been appraised for the sum of \$2,000. However, the

City has no other parties interested in this property at that price. To satisfy competitive bidding requirements as well as Iowa Code Section 403.8, a Resolution should be passed to approve the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the West Gate Urban Renewal Area; determining that the proposal submitted by Christner Properties, L.L.C. satisfies the offering requirement and declaring the intent of the City to enter into a Purchase and Development Agreement with Christner Properties, L.L.C. in the event that no competing proposals are submitted; and soliciting competing proposals. The proposed Development Agreement will be finalized and placed with the City Clerk's office for review by the public. Competitive bidders will have until noon on May 8, 2020 to submit competing bids. This will also allow further development at 304 E. Main in the future. A copy of the proposed plan is attached hereto.



Overview



Legend

-  Easements
-  Lots
- Parcels
-  <blank>
-  <blank>
-  Subdivisions
-  City Limits
-  Lot Symbols
-  Misc Symbols
-  Parcel Symbols
-  Road Symbols
-  Right-of-Way Line
- Roads
-  Sections
-  Section Center
-  Quarter Lines
-  Quarter Quarter Lines

Parcel ID	007411240289000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	C		105 E Third
Property Address	310 E MAIN	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				

District n/a

Brief Tax Description OTTUMWA ORIGINAL NW  
 21'9" OF SE 43'6"  
 LOT 338 BLK 30  
 (SINGER)(310 E MAIN)  
 (Note: Not to be used on legal documents)

Date created: 2/20/2020  
 Last Data Uploaded: 2/20/2020 6:08:32 AM

Developed by  Schneider  
 GEOSPATIAL

**PURCHASE AND DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF OTTUMWA, IOWA  
AND  
CHRISTNER PROPERTIES, L.L.C.**

**Conveyance of Property and Development Agreement for the following described property in Ottumwa, Iowa:**

LEGAL DESCRIPTION:

See attached Exhibit A, which is the Legal Description

THIS PURCHASE AND DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Ottumwa, Iowa, and Christner Properties, L.L.C., a 489 Domestic Limited Liability Corporation, of Ottumwa, Iowa, hereinafter referred to as “Christner.” The City of Ottumwa, Iowa, an Iowa Municipal Corporation, has its principal place of business at 105 East Third Street, Ottumwa, Iowa 52501, and hereinafter will be referred to as the “City.”

**RECITALS**

WHEREAS, in furtherance of the objectives of the Chapters 15A and 403 of the Code of Iowa, 2015, as amended, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the West Gate Economic Development Urban Renewal Area (the “Urban Renewal Area”), which is described in the West Gate Economic Development Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 39-1989 on May 2, 1989, which has been amended eight times, lastly by Amendment No. 8 as approved by Resolution No. 217-2019 on October 1, 2019 (the “Urban Renewal Plan”); and

WHEREAS, the City owns certain real property situated in the Urban Renewal Area, legally described on the attached Exhibit A (the “Development Property”), and located at 310 E. Main Street, Ottumwa, Iowa, directly adjacent to property at 304 E. Main Street, Ottumwa, Iowa, that is owned by Christner.

WHEREAS, this project will promote commercial and economic development in the Urban Renewal Area by building a new commercial building and retaining and possibly adding employment positions in the Urban Renewal Area.

WHEREAS, it is the intention of the City to rehabilitate blighted areas and buildings in the Urban Renewal Area, which includes the Development Property.

WHEREAS, the rehabilitation, redevelopment, development or a combination thereof of said areas, including the Development Property, is in the interest of the public health, safety or welfare of the residents of the City.

WHEREAS, the City believes that it is in the best interests of the City and of its residents and is also in accord with the public purposes of applicable state and local laws, including Chapters 15A and 403 of the Code of Iowa, to enter into this Agreement to promote the development of Christner Properties, L.L.C. in the Urban Renewal Area.

WHEREAS, Christner desires to acquire the Development Property for the purpose of combining two city lots and building a new commercial building with parking at that location. The actual building will be constructed across a portion of both lots at 304 E. Main and 310 E. Main Street, with parking located behind the building at 310 E. Main, Ottumwa, Iowa.

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

**CONVEYANCE OF THE DEVELOPMENT PROPERTY**

Subject to the terms and conditions of this Agreement, the City shall convey, transfer, assign and deliver to Christner on the earliest closing date after May 19, 2020, under such terms as hereinafter defined, and Christner agrees to take and accept from the City on the closing date, the Development Property and all rights, interests and appurtenances therein or thereto.

**REDEVELOPMENT CONDITIONS**

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

1. Subject to all terms and conditions of this Agreement, the City will sell the Development Property to Christner, for the amount of Two Thousand Dollars (\$2,000), hereafter called the "Purchase Price," to be paid in cash or by cashier's check with the delivery of the deed conveying the Development Property to Christner. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Code.
2. The City shall convey title to the Development Property to Christner by a Quit Claim Deed in the form attached hereto as Exhibit B, including a reversionary right as provided in Section 7 below, with an abstract. Christner shall pay the cost of any abstract, title opinion, appraisal fee, all publication notice fees and all closing costs.
3. Christner shall promptly file the deed with the Wapello County Recorder's Office and shall pay all costs to record the deed.

4. Christner will redevelop the Development Property for uses permitted under the Ottumwa Zoning Ordinance. Development shall include the construction of a commercial building across a portion of 304 E. Main and 310 E. Main Street, with probable parking behind the building at 310 E. Main Street. The construction for the commercial building at 304 E. Main and 310 E. Main shall be completed by December 31, 2022.
5. The City's obligation to transfer title and possession of the Development Property to Christner at closing, and Christner's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:
  - a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code; and
  - b. Christner is in material compliance with all of the terms of this Agreement.
6. Christner will redevelop the Development Property in accordance with this Agreement. In the event the Development Property is not developed pursuant to this Agreement by December 31, 2022 and after a period of sixty (60) days after Christner has been notified of the default, the Purchase Price will be refunded to Christner and the City shall have the right to take possession of the Development Property as provided in Section 7 below, terminating the estate conveyed by the deed to Christner. If Christner undertakes construction or completion of the improvements and does not finish such construction by December 31, 2022 and if the City exercises its reversionary right as provided in Section 7 below, the City shall have the option of paying the costs of any improvements made by Christner and certified as necessary costs by an Iowa licensed engineer and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.
7. Notwithstanding anything herein to the contrary, and as additional security for Christner's obligation to construct the improvements, the deed conveying the Development Property to Christner shall contain a right of reversion in all of the Development Property ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its discretion, if the following conditions occur:
  - a. Christner does NOT construct the improvements on the Development Property by December 31, 2022;
  - b. Christner is NOT in material compliance with all of the terms of this Agreement.

If any of the above conditions occur, then the City shall automatically have the City's Reversionary Right to reacquire title to the Development Property. To exercise the City's Reversionary Right described herein, the City must provide written notice to Christner within sixty (60) days of Christner's failure under



this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Christner shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section 6 within thirty (30) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents.

Notwithstanding anything to the contrary herein, the City's Reversionary Right with respect to the Development Property shall terminate and be of no further force and effect if and when Christner has completed construction of the improvements on the Development Property. The City agrees to execute any documents reasonably requested by Christner to evidence any whole or partial termination of the City's Reversionary Right as set forth herein.

8. Christner shall submit construction plans and site improvements to the City. Approval from the City must be received prior to construction.
9. Christner shall keep all tax liabilities current on the Development Property.
10. Except as otherwise expressly provided herein, Christner agrees to accept the Development Property on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein, with respect to the Development Property, the City disclaims any and all warranties, express or implied, regarding said Development Property and makes no warranty of merchantability or fitness of said Development Property for any particular purpose, express or implied. At the closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Christner takes the property "As Is" with regard to any environmental matters. The city makes no warranties or representations as to the environment condition of the Development Property. Christner agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of closing.
11. Christner shall have the right and option, at its sole discretion, to terminate this Agreement within three (3) business days of the execution of this Agreement. Termination by Christner shall terminate this Agreement in its entirety, with the parties having no further rights or obligations hereunder.
12. Subject to Christner's right to terminate this Agreement, if any party hereto should default in the performance of any of its obligations hereunder, the non-defaulting party may resort to any remedy specified herein or available by statute.
13. Except as otherwise specifically provided herein, the parties hereto shall pay their own expenses, including attorneys' fee, incident to the preparation and performance

of this Agreement, whether or not the transaction contemplated herein is consummated.

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

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

If to Christner: Christner Properties, L.L.C.  
Anthony Christner  
17587 Highway 34 West  
Ottumwa, Iowa 52501

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

16. Christner hereby agrees to hold the City harmless from any, and all, liability incurred as a result of Christner's project on the Development Property. This hold harmless provision applies to any and all unknown hazardous or toxic waste clean-up and all other activities on the Development Property.

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

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

19. All of the terms of this Agreement shall survive closing and shall not be deemed to have merged into the resulting deed.

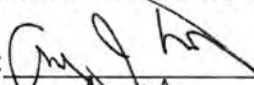
IN WITNESS WHEREOF, the City of Ottumwa has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and has caused this Agreement to be duly executed in its name and its behalf by the officers indicated below,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

**CITY OF OTTUMWA, IOWA, an Iowa municipal corporation**

By: \_\_\_\_\_  
Name: Tom X. Lazio  
Title: Mayor

By: \_\_\_\_\_  
Name: Christina Reinhard  
Title: City Clerk

**CHRISTNER PROPERTIES, L.L.C., an Iowa limited liability corporation**

By:   
Name: Anthony Christner  
Title: CEO - President

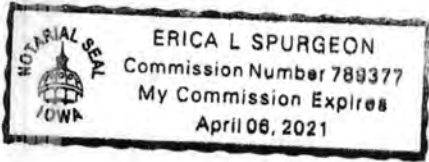
STATE OF IOWA )  
 ) SS  
WAPELLO COUNTY )

On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 182-2016 passed by the City Council under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_ day of \_\_\_\_\_, 2020; and Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA )  
 ) SS  
WAPELLO COUNTY )

On this 31 day of March, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Christner, to me personally known, who, being by me duly sworn, did say that that person is president (insert title of executing member) of said limited liability company, that (the seal affixed to said instrument is the seal of said) (no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its managers and the said Erica L Spurgeon acknowledged the of said instrument to be the voluntary act and deed of the said limited liability company by it voluntarily executed.



Erica L Spurgeon  
Notary Public in and for said State

EXHIBIT A  
LEGAL DESCRIPTION  
CHRISTNER PROPERTIES, L.L.C. TRANSACTION

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

EXHIBIT B  
FORM OF QUIT CLAIM DEED  
QUIT CLAIM DEED

Recorder's Cover Sheet

Preparer Information:

Joni L. Keith  
105 East Third Street  
Ottumwa, IA 52501  
641-683-0625

Taxpayer Information:

CHRISTNER PROPERTIES, L.L.C.  
17587 Highway 34 West  
Ottumwa, IA 52501

Grantor: City of Ottumwa, Iowa

Grantee: Christner Properties, L.L.C.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

QUIT CLAIM DEED

For the consideration of Two Thousand Dollars (\$2,000.00) and other valuable consideration, the City of Ottumwa, Iowa, a municipal corporation, ("Grantor") does hereby Quit Claim to Christner Properties, L.L.C. ("Grantee") all of its right, title, interest, estate, claim and demand in the following described real estate in Wapello County, Iowa:

See attached Exhibit A

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions (including, but not limited to the City's Reversionary Right) contained in that certain Purchase and Development Agreement, executed by the Grantor and Grantee herein, dated \_\_\_\_\_, 2020, (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement. None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

*This transfer is exempt under Iowa Code Chapter 428A.2.19.*

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Tom X. Lazio, Mayor

Attest:

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

STATE OF IOWA                    )  
  ) SS.  
COUNTY OF WAPELLO        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said State, personally appeared Tom X. Lazio 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 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 #\_\_\_\_\_ passed by the City Council on \_\_\_\_\_ and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

**RESOLUTION No. 52-2020**

**RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED IN THE WEST GATE URBAN RENEWAL PLAN AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY CHRISTNER PROPERTIES, L.L.C. SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO A PURCHASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA, IOWA, AND CHRISTNER PROPERTIES, L.L.C. IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.**

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 Urban Renewal Plan for the West Gate Urban Renewal Area ("Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, by Resolution No. 113-1994 adopted July 19, 1994, this Council adopted Amendment No. 1 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 77-2002 adopted June 18, 2002, this Council adopted Amendment No. 2 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 177-2009 adopted November 17, 2009, this Council adopted Amendment No. 3 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 125-2011 adopted August 2, 2011, this Council adopted Amendment No. 4 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 60-2013 adopted March 19, 2013, this Council adopted Amendment No. 5 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 55-2016 adopted March 1, 2016, this Council adopted Amendment No. 6 to the West Gate Urban Renewal Plan; and



WHEREAS, by Resolution No. 203-2017 adopted October 3, 2017, this Council adopted Amendment No. 7 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 217-2019 adopted October 1, 2019, this Council adopted Amendment No. 8 to the West Gate Urban Renewal Plan; and

WHEREAS, CHRISTNER PROPERTIES, L.L.C., (the "Developer"), wishes to purchase property located within the Urban Renewal Area (the "Development Property") from the City; and

WHEREAS, the Development Property is described in the Purchase and Development Agreement, referenced below; and

WHEREAS, the Plan provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, the City intends to sell the Development Property to the Developer for the sum of Two Thousand Dollars (\$2,000.00) to enable the combination of two city lots which will allow the construction of a new office building and parking on the Development Property, the terms of such proposal being in the form of a Purchase and Development Agreement (the "Proposal"); and

WHEREAS, to establish reasonably competitive bidding procedures for the disposition of the Development Property in accordance with the statutory requirements of Iowa Code Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements that each proposal offered for redevelopment of the Development Property must satisfy in order to qualify for consideration is described herein; and

WHEREAS, to both recognize the firm Proposal from the Developer for the disposition and redevelopment of the Development Property already received by the City, and to give full and fair opportunity for other developers interested in submitting a proposal for acquisition and construction on the Development Property, this Council does by this Resolution:

1. Set the fair market value of the Development Property for uses in accordance with the Plan.
2. Approve the minimum requirements for the purchase of and redevelopment of the Development Property.
3. Approve the Developer's general terms as to form of the Proposal, subject to modifications and revisions as determined appropriate by the Council.
4. Set a date for receipt of competing proposals and the opening thereof; and provide for review of such proposals with recommendations to this Council in accordance with established procedures.
5. Declare that the Proposal submitted by the Developer satisfies the requirements of the offering, and that in the event no other qualified proposal is timely submitted that the City intends to accept Developer's Proposal and enter into the Proposal.
6. Approve and direct publication of a notice to advise any would-be competitors of the opportunity to compete for purchase of the Development Property on the terms and conditions set forth herein.
7. Declare that in the event another qualified proposal is timely submitted, another and future notice will be published of the intent of the City to enter into the resulting contract, as required by law.

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer this Development Property for redevelopment as set out herein.

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

1. The Development Property offered for sale for redevelopment in accordance with the terms and conditions contained in this Resolution and the Plan is described in the Purchase and Development Agreement is described as follows:

See attached Exhibit A

3. It is hereby determined, based on investigation by the City that the purchase price of the Development Property as provided in the Proposal, is equal to or greater than fair value, and is hereby approved.
4. The Proposal between the City and the Developer is hereby approved as to form for the purpose described in this Resolution, subject to modifications as determined appropriate by the City Council.
5. It is hereby determined that the Proposal submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, the City intends to enter into the Proposal and transfer the Development Property to the Developer, or its permitted assignee, on the terms proposed.
6. It is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to acquire and redevelop the Development Property in the manner proposed by this offering and in accordance with the Plan.
7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to acquire and redevelop the Development Property.
8. In the event no other qualified proposals are timely submitted, the City intends to enter into the Proposal, which Proposal is on file for public inspection at the office of the City Clerk, City Hall, Ottumwa, Iowa.
9. The City Clerk is authorized and directed to secure immediate publication of this Resolution in the Ottumwa Courier, a newspaper having general circulation in the community, by publication of the text in this resolution.
10. Written proposals for the sale of the Development Property must be received by the City Clerk at or before 12:00 o'clock P.M. (Noon) on May 8, 2020. Said proposals must be received in the City Clerk's Office, located at City Hall, Ottumwa, Iowa. Each proposal will then be publicly opened by the Clerk or the Clerk's designee at the hour of 1:00 P.M., in the Clerk's office. The City Clerk is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove and to advise the Council with respect thereto. Said proposals will then be presented to the City Council at 5:30 P.M.

on May 19, 2020, at a public hearing to be held in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and shall make the final evaluation and selection of a proposal.

11. The method for transfer of the Development Property as set forth herein is in substantial conformance with the provisions of Section 403.8(1) and (2), Code of Iowa, requiring "fair value" and "reasonable competitive bidding procedures."

12. In the event another qualified proposal is timely submitted, another and further notice shall be published of the intent of the City of Ottumwa, Iowa to enter into the resulting contract, as required by law.

PASSED AND APPROVED this 7th day of April, 2020.

  
\_\_\_\_\_  
Mayor Tom X. Lazio

ATTEST:

  
\_\_\_\_\_  
City Clerk Christina Reinhard

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 said City showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said 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 said 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 said 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 offices as indicated therein, that no vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, past or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individual named therein as officers to their respective positions.

WITNESS my hand and the seal of said Council hereto affixed this 8<sup>th</sup> day of April, 2020.

*Christa Reulard*

\_\_\_\_\_  
City Clerk, Ottumwa, Iowa



EXHIBIT A  
LEGAL DESCRIPTION – 310 EAST MAIN STREET, OTTUMWA, IOWA

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

## PUBLIC NOTICE

RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED IN THE WEST GATE URBAN RENEWAL PLAN AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY CHRISTNER PROPERTIES, L.L.C. SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO A PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA, IOWA AND CHRISTNER PROPERTIES, L.L.C. IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.

WHEREAS, by Resolution #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 Urban Renewal Plan for the West Gate Urban Renewal Area ("Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and as amended by Resolution #113-1994 on July 19, 1994, by Resolution #77-2002 on June 18, 2002, by Resolution #177-2009 on November 17, 2009, by Resolution #125-2011 on August 2, 2011, by Resolution #60-2013 on March 19, 2013; and by Resolution #55-2016 on March 1, 2016; and by Resolution #203-2017 on October 3, 2017; and by Resolution #217-2019 on October 1, 2019; and

WHEREAS, CHRISTNER PROPERTIES, L.L.C. (the "Developer"), wishes to purchase property located within the Urban Renewal Area (the "Development Property") from the City; and

WHEREAS, the Development Property is described in the Purchase and Development Agreement, referenced below; and

WHEREAS, the Plan provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, the City intends to sell the Development Property to the Developer for the sum of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration, to enable the acquisition of the adjoining vacant parcel to provide for the

development of a new building and parking on that site by Christner Properties, L.L.C., the terms of such proposal being in the form of a Purchase and Development Agreement (the "Proposal"); and

WHEREAS, to establish reasonably competitive bidding procedures for the disposition of the Development Property in accordance with the statutory requirements of Iowa Code Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements that each proposal offered for redevelopment of the Development Property must satisfy in order to qualify for consideration is described herein; and

WHEREAS, to both recognize the firm Proposal from the Developer for the disposition and redevelopment of the Development Property already received by the City, and to give full and fair opportunity for other developers interested in submitting a proposal for acquisition and construction on the Development Property, this Council does by this Resolution:

1. Set the fair market value of the Development Property for uses in accordance with the Plan.
2. Approve the minimum requirements for the purchase of and redevelopment of the Development Property.
3. Approve the Developer's general terms as to form of the Proposal, subject to modifications and revisions as determined appropriate by the Council.
4. Set a date for receipt of competing proposals and the opening thereof; and provide for review of such proposals with recommendations to this Council in accordance with established procedures.
5. Declare that the Proposal submitted by the Developer satisfies the requirements of the offering, and that in the event no other qualified proposal is timely submitted that the City intends to accept Developer's Proposal and enter into the Proposal.
6. Approve and direct publication of a notice to advise any would-be competitors of the opportunity to compete for purchase of the Development Property on the terms and conditions set forth herein.



7. Declare that in the event another qualified proposal is timely submitted, another and future notice will be published of the intent of the City to enter into the resulting contract, as required by law.

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer this Development Property for redevelopment as set out herein.

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

1. The Development Property offered for sale for redevelopment in accordance with the terms and conditions contained in this Resolution and the Plan is described in the Purchase and Development Agreement is described as follows:

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

2. It is hereby determined that to qualify for consideration for selection, each developer must submit a proposal which contains terms no less favorable to the City than those set forth in the Proposal submitted by Christner Properties, L.L.C. and which must include and provide for the developer's purchase of the Development Property at not less than the fair value for use in accordance with the Plan.

3. It is hereby determined, based on investigation by the City that the purchase price of the Development Property as provided in the Proposal, is equal to or greater than fair value, and is hereby approved.

4. The Proposal between the City and the Developer is hereby approved as to form for the purposed described in this Resolution, subject to modifications as determined appropriate by the City Council.

5. It is hereby determined that the Proposal submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, the City intends to enter into the Proposal and transfer the Development Property to the Developer, or its permitted assignee, on the terms proposed.

6. It is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to acquire and redevelop the Development Property in the manner proposed by this offering and in accordance with the Plan.

7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to acquire and redevelop the Development Property.

8. In the event no other qualified proposals are timely submitted, the City intends to enter into the Proposal, which Proposal is on file for public inspection at the office of the City Clerk, City Hall, Ottumwa, Iowa.

9. The City Clerk is authorized and directed to secure immediate publication of this Resolution in the Ottumwa Courier, a newspaper having general circulation in the community, by publication of the text in this resolution.

10. Written proposals for the sale of the Development Property must be received by the City Clerk at or before 12:00 o'clock P.M. (Noon) on May 8, 2020. Said proposals must be received in the City Clerk's Office, located at City Hall, Ottumwa, Iowa. Each proposal will be publicly opened by the Clerk or designee at the hour of 1:00 P.M., in the Clerk's office. The City Clerk is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove and to advise the Council with respect thereto. Said proposals will then be presented to the City Council at 5:30 P.M. on May 19, 2020, at a public hearing to be held in Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and shall make the final evaluation and selection of a proposal.

11. The method for transfer of the Development Property as set forth herein is in substantial conformance with the provisions of Section 403.8(1) and (2), Code of Iowa, requiring "fair value" and "reasonable competitive bidding procedures."

12. In the event another qualified proposal is timely submitted, another and further notice shall be published of the intent of the City of Ottumwa, Iowa to enter into the resulting contract, as required by law.

PASSED AND APPROVED this 7th day of April, 2020.

Mayor Tom X. Lazio

ATTEST:

City Clerk Christina Reinhard

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 7, 2020

Alicia Bankson

Prepared By

Engineering

Department

[Signature]  
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #64-2020. Awarding Ward Street Bridge Replacement Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #64-2020.

DISCUSSION: This project consists of replacing the bridge over the Jefferson Drainage Ditch on Ward Street with a twin 10'x6' reinforced concrete box culvert. Additional work will include replacing a sanitary sewer manhole, lowering water main and rerouting storm sewer to outlet into the culvert.

Bids were received and opened by the City of Ottumwa on March 18, 2020 at 2:00 p.m. Five (5) sets of plans were either sent out or downloaded from the City website, and one (1) bid was received. The low bidder is Iowa Bridge & Culvert of Washington, Iowa in the amount of \$419,635.55.

Bid Amount: \$419,635.55  
Engineers estimate: \$408,505.40

Plan Holders' list and bid tab are attached.

Funding:

	<u>Federal</u>	<u>Local</u>	
HBP	\$352,160		\$ 352,160
CIP		\$ 88,040	\$ <u>88,040</u>
			\$ 440,200 Total Project

Source of Funds: HBP Grant/CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #64-2020

A RESOLUTION AWARDING THE WARD STREET BRIDGE REPLACEMENT PROJECT

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the above referenced project is made to the lowest responsible bidder, Iowa Bridge & Culvert, LC of Washington, Iowa, in the amount of \$419,635.55.

APPROVED, PASSED, AND ADOPTED, this 7<sup>th</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

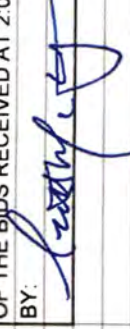
  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

WARD STREET BRIDGE REPLACEMENT

ITEM	3/18/2020	DESCRIPTION	UNIT	QTY	CONSTRUCTION ESTIMATE UNIT PRICE	EXTENSION	IOWA BRIDGE & CULVERT UNIT PRICE	EXTENSION
1		EMBANKMENT IN PLACE	CY	46	\$ 20.00	\$920.00	\$ 54.35	\$2,500.10
2		EXCAVATION, CLASS 10 ROADWAY AND BORROW	CY	145	\$ 15.00	\$2,175.00	\$ 88.25	\$12,796.25
3		TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	95	\$ 15.00	\$1,425.00	\$ 21.26	\$2,019.70
4		MODIFIED SUBBASE	CY	209	\$ 40.00	\$8,360.00	\$ 57.00	\$11,913.00
5		SHOULDER FINISHING, EARTH	STA	6.15	\$ 200.00	\$1,230.00	\$ 25.00	\$153.75
6		STANDARD OR SLIP FORM PCC, CL C, CL 3 DUR., 7 IN.	SY	1092	\$ 60.00	\$65,520.00	\$ 59.25	\$64,701.00
7		GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TN	325	\$ 25.00	\$8,125.00	\$ 40.00	\$13,000.00
8		REMOVAL OF EXISTING BRIDGE	LS	1	\$ 22,000.00	\$22,000.00	\$ 30,000.00	\$30,000.00
9		EXCAVATION, CLASS 20, CULVERT	CY	727	\$ 15.00	\$10,905.00	\$ 14.00	\$10,178.00
10		STRUCTURAL CONCRETE (RCB CULVERT)	CY	261	\$ 600.00	\$156,600.00	\$ 515.00	\$134,415.00
11		REINFORCING STEEL	LB	38157	\$ 1.20	\$45,813.40	\$ 1.25	\$47,696.25
12		STRUCTURAL STEEL PEDESTRIAN HAND RAIL	LF	52	\$ 30.00	\$1,560.00	\$ 150.00	\$7,800.00
13		MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1	\$ 10,000.00	\$10,000.00	\$ 4,200.00	\$4,200.00
14		STORM SEWER GRAVITY MAIN, TRENCHED, RECP, 2000D, 15 IN.	LF	3	\$ 150.00	\$450.00	\$ 166.00	\$498.00
15		SANITARY SEWER, GRAVITY MAIN, TRENCHED, PVC, 12 IN.	LF	65	\$ 100.00	\$6,500.00	\$ 90.00	\$5,850.00
16		ENGINEERING FABRIC	SY	160	\$ 2.00	\$320.00	\$ 3.00	\$480.00
17		REMOVAL OF PAVEMENT	SY	945	\$ 12.00	\$11,340.00	\$ 7.00	\$6,615.00
18		REMOVAL OF INTAKES AND UTILITY ACCESS	EA	1	\$ 2,000.00	\$2,000.00	\$ 500.00	\$500.00
19		REMOVAL OF SIDEWALK	SY	85	\$ 10.00	\$850.00	\$ 7.00	\$595.00
20		SIDEWALK, P.C. CONCRETE, 6 IN.	SY	78	\$ 60.00	\$4,680.00	\$ 58.25	\$4,543.50
21		DETECTABLE WARNING	SF	32	\$ 50.00	\$1,600.00	\$ 50.00	\$1,600.00
22		SAFETY CLOSURE	EA	8	\$ 150.00	\$1,200.00	\$ 100.00	\$800.00
23		CONSTRUCTION SURVEY	LS	1	\$ 3,500.00	\$3,500.00	\$ 7,500.00	\$7,500.00
24		TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$2,500.00	\$ 4,585.00	\$4,585.00
25		MOBILIZATION	LS	1	\$ 20,000.00	\$20,000.00	\$ 30,000.00	\$30,000.00
26		WATERMAIN, TRENCHED, DUCTILE IRON PIPE, 6 IN.	LF	90	\$ 130.00	\$11,700.00	\$ 88.00	\$7,920.00
27		FITTINGS BY WEIGHT, DUCTILE IRON	LB	152	\$ 16.00	\$2,432.00	\$ 13.00	\$1,976.00
28		VALVE, GATE, DIP, 6 IN.	EA	2	\$ 1,800.00	\$3,600.00	\$ 1,200.00	\$2,400.00
29		MULCHING	AC	0.12	\$ 5,000.00	\$600.00	\$ 10,000.00	\$1,200.00
30		SEEDING AND FERTILIZING	AC	0.12	\$ 5,000.00	\$600.00	\$ 10,000.00	\$1,200.00
<b>TOTAL</b>							<b>\$408,505.40</b>	<b>\$419,635.55</b>

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION  
 OF THE BIDS RECEIVED AT 2:00 P.M. ON 3-18-2020  
 BY:  3-18-2020

**PLAN HOLDERS LIST**

**Ward Street Bridge Replacement Project  
Ottumwa, Iowa 52501**

Engineer's Estimate: \$408,505.40

**G&A #**

**Bids Received:**

**Plan Deposit: \$40.00 (\$40.00 refundable)**

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	City of Ottumwa					
2	City of Ottumwa					
3	City of Ottumwa					
4	<b>Iowa Bridge &amp; Culvert LC</b> 409 N Avenue B, PO Box 13 Washington, IA 52353 <a href="mailto:jbelle@iowabridge.com">jbelle@iowabridge.com</a>	319-653-5436	City Website 3/5/2020			
5	<b>Taylor Construction</b> 7314 Columbus St New Vienna, IA 52065 <a href="mailto:ktaylor@taylorconstr.com">ktaylor@taylorconstr.com</a>	563-921-2315	City Website 3/5/2020			
6	<b>DC Concrete &amp; Construction</b> 15476 Emerald Rd Douds, IA 52551 <a href="mailto:dcconstruction.ia@gmail.com">dcconstruction.ia@gmail.com</a>	641-919-0636	City Website 3/10/2020			
7	<b>Bloomfield Bridge &amp; Culvert Inc.</b> 411 S East St Bloomfield, IA 52537 <a href="mailto:bbandc@netins.net">bbandc@netins.net</a>	641-664-1877	Picket Up 3/11/2020	3/11/2020		
8	<b>Drish Construction Inc</b> 1701 S Main St Fairfield, IA 52556 <a href="mailto:dayle.drish@gmail.com">dayle.drish@gmail.com</a>	641-472-9506	City Website 3/12/2020			
9						
	<b>Master Builders</b> 221 Park Street Des Moines, IA 50309 <a href="mailto:CAdams@mbionline.com">CAdams@mbionline.com</a>	800-362-2578 515-288-8718				