



| CITY OF |
O T T U M W A

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 27
Council Chambers, City Hall

September 20, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 26 on September 6, 2022 as presented.
2. Recommend re-appointments of Wesley Konrad and Sarah Sels to the Parks Advisory Board, terms to expire 9/29/2027; re-appointment of Brian Hammack to the Airport Advisory Board, term to expire 10/1/2025; and re-appointment of Shirley Gingrich-Slonaker to the Public Safety Advisory Board, term to expire 10/1/2025.
3. Resolution No. 231-2022, approving the contract, bonds and certificate of insurance for the WPCF Operations Roof Replacement Project.
4. Resolution No. 232-2022, setting October 4, 2022 as the date for a status of funded activities hearing for the Ottumwa Blessings Soup Kitchen Pandemic Response Program.
5. Resolution No. 233-2022, setting October 4, 2022 as the date for a status of funded activities hearing for the Ottumwa ISU Building Upper-Story Housing Project.
6. Resolution No. 234-2022, setting October 4, 2022 as the date for a status of funded activities hearing for the Ottumwa North Market Street Façade Improvements Project.
7. Resolution No. 235-2022, setting October 4, 2022 as the date for a public hearing to approve Amendment No. 2 to *Our Ottumwa 2040* Comprehensive Plan and providing Year Two Plan Updates.
8. Beer and/or liquor applications for: Alpine Inn, 1804 Albia Rd., with outdoor service area; Mimi's Taqueria, 707 Church St., with outdoor service area; Warehouse Barbeque, 2818 N. Court, with outdoor service area; Potros Garcia, 2804 N. Court; Owl's Nest, temporary outdoor service area on 10/13/22 at Canteen Alley for Meet Ottumwa event; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation from John Tiedt with Retail Strategies.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid for John Deere 1600 Wide Area Mower for Parks Department.

RECOMMENDATION: Accept the bid for a John Deere 1600 Turbo Wide Area Mower from Sinclair John Deere for the Parks Department in the amount of \$70,019.98.

2. Replacement of Flow Monitors for WPCF.

RECOMMENDATION: Approve the replacement of two FL1500 Flow logger at \$5,367 each and two AV9000S Analyzer Modules at \$806.40 each; totaling \$12,346.87.

3. Consideration of First Addendum to Real Estate Purchase Agreement by and between the City of Ottumwa and the Wapello County Historical Society.

RECOMMENDATION: Adopt the First Addendum to Real Estate Purchase Agreement.

4. Authorize the City Administrator to solicit Request for Proposals regarding legal services related to prosecution.

RECOMMENDATION: Authorize the City Administrator to proceed with issuing RFP's related to prosecutory legal services for the City of Ottumwa.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of City owned real property described as Lot 12 in Mahon and Phillips Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 902 N. Jefferson Street.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 223-2022, accepting the offer and approving the sale of City owned property located at 902 N. Jefferson Street to Mahaska Communications Group (MCG) for \$500.

RECOMMENDATION: Pass and adopt Resolution No. 223-2022.

2. This is the time, place and date set for a public hearing on the Proposed Ordinance repealing Ordinance No. 2888-2000, and granting to MidAmerican Energy Company, its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect Franchise Fees for a period of 25 years.

A. Open the public hearing.

B. Close the public hearing.

C. Ordinance No. 3209-2022, an Ordinance repealing Ordinance No. 2888-2000, and granting to MidAmerican Energy Company, its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect Franchise Fees for a period of 25 years.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3209-2022.

**The following item will need to be removed from the table before it can be considered for legislative action.

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

RECOMMENDATION: Pass the first consideration of Ordinance No. 3202-2022.

H. RESOLUTIONS:

1. Resolution No. 226-2022, authorizing an agreement for Professional Design Services between the City of Ottumwa and Design Workshop for Greater Ottumwa Park Phase 1 Tennis Facility Design.

RECOMMENDATION: Pass and adopt Resolution No. 226-2022.

2. Resolution No. 227-2022, authorizing an Agreement for Professional Consulting Services between the City of Ottumwa and Retail Strategies.

RECOMMENDATION: Pass and adopt Resolution No. 227-2022.

3. Resolution No. 229-2022, approving a temporary wage rate adjustment for Street Maintenance Supervisor.

RECOMMENDATION: Pass and adopt Resolution No. 229-2022.

4. Resolution No. 230-2022, approving Change Order No. 3 for the Ottumwa Park Campground Shower House and Office Project.

RECOMMENDATION: Pass and adopt Resolution No. 230-2022.

5. Resolution No. 236-2022, approving Leadership Training for City Leaders.

RECOMMENDATION: Pass and adopt Resolution No. 236-2022.

6. Resolution No. 237-2022, appointing a Deputy City Clerk and Establishing a Wage Rate for associated duties.

RECOMMENDATION: Pass and adopt Resolution No. 237-2022.

7. Resolution No. 238-2022, adopting revised Format for City Council Agendas.

RECOMMENDATION: Pass and adopt Resolution No. 238-2022.

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. ***

Items on the Table:

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 9/16/22 TIME: 10:15 AM NO. OF PAGES 5
(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 #27 to be held on
9/20/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 1852

DEPT. ID 4717

PGS. 5

TX INCOMPLETE -----

TRANSACTION OK 96847834

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ERROR 96828482

Ottumwa Courier

KTVO

Ottumwa Waterworks

Tom FM



[CITY OF]

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*** TX REPORT ***

JOB NO.	1852	
DEPT. ID	4717	
ST. TIME	09/16 10:08	
SHEETS	5	
FILE NAME		
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	96828482	Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #27 to be held on 9/20/2022 at 5:30 P.M.

REGULAR MEETING NO. 26
Council Chambers, City Hall

September 6, 2022
5:40 O'Clock P.M.

The meeting convened at 5:40 P.M.

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

Hull moved, seconded by McAntire to approve consent agenda items: Mins. from Regular Mtg. No. 25 on Aug. 16, 2022 as presented; Civil Service Commission Eligibility Lists for Aug. 24, 2022: Equip. Operator Entrance, Eng. Ast. II Promotional; Res. No. 220-2022, approving purchase of a half-ton 4WD Standard Cab Truck for WPCF from Stivers Ford of Waukee for \$42,508; Res. No. 222-2022, setting Sept. 20, 2022 as date of Public Hearing on disposition of City owned real property at 902 N. Jefferson; Res. No. 225-2022, setting Sept. 20, 2022 as date of Public Hearing on Proposed Ord. Repealing Current Gas Franchise, Granting a new Franchise to MidAmerican Energy Comp., and Imposing a Franchise Fee; Beer and/or liquor applications for: Aldi, Inc. #73, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church St.; Morgan's Corner Bar & Grill, temp. OSA on 9/9 and 9/17/2022; Ottumwa Oktoberfest Committee, temp. OSA, Jimmy Jones Shelter, 9/27-10/1/202; Uncle Buck's Bar & Grill, temp. OSA special event at Canteen Alley, 9/17/2022; W. Second & McPherson BP, 1049 W. Second (new license classification); all applications pending final inspections. Motion carried 3-0. Council Member Pope & Galloway were absent.

Roe moved, seconded by Hull to approve the Agenda with removal of Items H-3 and H-4 which will be presented at a future mtg. Motion carried 3-0. Council Member Pope & Galloway were absent.

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

Roe moved, seconded by McAntire that Res. No. 221-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for 04-22 Runway Rehabilitation Project at Ottumwa Reg. Airport, be passed and adopted. Airport Mgr. Wheaton reported CO No. 1 increases contract \$11,409.81; total contract sum \$330,494.18. Motion carried 3-0. Council Member Pope & Galloway were absent.

Roe moved, seconded by Hull that Res. No. 224-2022, awarding contract for WPCF – Operations Roof Replacement Project to For Sure Roofing & Sheet Metal, LLC of Des Moines, IA, in the amt. of \$163,953, be passed and adopted. PW Dir. Seals reported two bids rec'd. Construction will commence on or about Oct. 15, 2022 and shall be substantially complete Nov. 15, 2022. Motion carried 3-0. Council Member Pope & Galloway were absent.

Roe moved, seconded by McAntire that Res. No. 228-2022, accepting filing an application for Voluntary Annexation of certain land to the City of Ottumwa, IA, setting date for Public Hearing and Consultation Mtg., and providing for notice of Proposed City Council Action, be passed and adopted. Comm. Dev. Dir. Simonson reported the applicants intend to erect a Dollar General store on the property at 1235 Hutchinson Ave. The consultation mtg. is set for Sept. 13, 2022 at 10:00 AM with public hearing Nov. 1, 2022 during City Council mtg. Motion carried 3-0. Council Member Pope & Galloway were absent.

Roe moved, seconded by Hull to pass third consideration and adopt Ord. No. 3204-2022, an Ord. Amending City of Ottumwa's Fire Protection and Prevention Code by Amending Ch. 14 of the City of

Ottumwa Municipal Code to Adopt 2021 Edition of the International Fire Code. Motion carried 3-0. Council Member Pope & Galloway were absent.

Roe moved, seconded by McAntire to pass third consideration and adopt Ord. No. 3206-2022, an Ord. Repealing Ord. No. 3194-2022 and Establishing Supplemental Regulations for Automobile Sales by Amending Section 38-872 of Zoning Code of the City of Ottumwa, Wapello County, IA. Motion carried 3-0. Council Member Pope & Galloway were absent.

Hull moved, seconded by McAntire to pass third consideration and adopt Ord. No. 3208-2022, Proposed Ord. amending Ch. 2, Art. VI, Div. 5, Public Safety Adv. Committee, of the Code of Ord. of the City of Ottumwa. Motion carried 3-0. Council Member Pope & Galloway were absent.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Larry Williams, requested the City to include riding ATV/UTV's year round on city streets and not just during the winter. Most are safer to ride than the scooters you see around town. You also have to show proof of license and insurance. Please consider adding this to your bylaws.

There being no further business, Hull moved, seconded by McAntire that the mtg. adjourn. Motion carried 3-0. Council Member Pope & Galloway were absent.

Adjournment was at 5:59 P.M.

ATTEST:



Christina Reinhard

Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 9/15/2022.



September 20, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Parks Advisory Board, terms to expire 09/29/2027.

Wesley Konrad
1936 Gladstone

Sarah Sels
133 E. Court

Recommend re-appointment to the Airport Advisory Board, term to expire 10/01/2025.

Brian Hammack
211 Pike

Recommend re-appointment to the Public Safety Advisory Board, term to expire 10/01/2025.

Shirley Gingrich-Slonaker
2610 Kenwood

Item No. B.-3.

CITY OF OTTUMWA

Staff Summary

2022 SEP 15 11:10:12
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: September 20, 2022

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #231-2022. Approving the contract, bond, and certificate of insurance for the WPCF - Operations Roof 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 #231-2022.

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

After council inquiry and further review, the Lab/Central office roof has been replaced in sections with the Lab roof installed in 2015. The proposed section of the roof replacement is the east section. It appears the remaining part of the roof is part of the original building construction in 1995/1996.

Construction on this project is expected to commence on or about October 15, 2022 and shall be substantially complete on or before November 15, 2022.

These are the required bonds, certificate of insurance and signed contract with For Sure Roofing & Sheet Metal LLC of Des Moines, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 6, 2022 City Council Meeting in the amount of \$163,953.00.

Bid Amount: \$163,953.00

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

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #231-2022

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF - OPERATIONS ROOF REPLACEMENT PROJECT

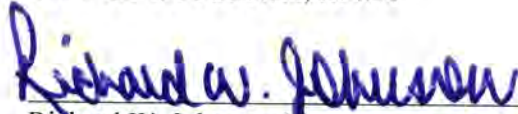
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to For Sure Roofing & Sheet Metal LLC of Des Moines, Iowa, in the amount of \$163,953.00 based on total unit price and estimated quantities; and,

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 For Sure Roofing & Sheet Metal LLC of Des Moines, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of September, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **September 20, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **For Sure Roofing & Sheet Metal, LLC of Des Moines, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **“Water Pollution Control Facility – Operations Roof Replacement - Ottumwa, Iowa”** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the Notice to Proceed and shall be completed by November 15, 2022 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$163,953.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Christina Runhard
Title City Clerk

For Sure Roofing & Sheet Metal, LLC
Contractor.

By Kate Osburn
Title Project Manager
Address 6545 NE 14th St
City, State, Zip Des Moines, IA 50313



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2022

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

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


PRODUCER Miller, Fidler & Hinke Insurance Agency 2540 SE Encompass Drive Waukee IA 50263		CONTACT NAME: Alex Hinke PHONE (A/C, No, Ext): 515-223-6757 E-MAIL ADDRESS: ahinke@mfhins.com		FAX (A/C, No): 515-223-5344
INSURED For Sure Roofing, LLC 5741 NE 22nd St, Ste 300 Des Moines IA 50313		FORSURE-01		INSURER(S) AFFORDING COVERAGE
		INSURER A : NATIONAL FIRE INS CO OF HARTFORD		NAIC # 20478
		INSURER B : VALLEY FORGE INS CO		20508
		INSURER C : THE CONTINENTAL INS CO		672
		INSURER D : Midwest Builders' Casualty Mutual Co		13126
		INSURER E : Columbia Casualty Company		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 2049422174** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Completed ops AI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7011928753	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7011928736	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7011928767	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-0001202-2020A	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A E	Inland Marine Pollution Liability Contractors E & O			7011928767 CEO7015103175 7015103175	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Leased/Rented Equip. Limit \$100,000 Limit \$2,000,000 Limit 2,000,000

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

CERTIFICATE HOLDER City of Ottumwa 105 3rd St E Ottumwa IA 52501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

PRINCIPAL (Legal Name and Business Address)

For Sure Roofing, LLC
5741 NE 22nd Street, Suite 300
Des Moines, IA 50313

STATE OF INCORPORATION

Iowa

SURETY (Legal Name and Business Address)

IMT Insurance Company
PO Box 1336
Des Moines, IA 50306-1336

CONTRACT NO.

CONTRACT DATE

September 20, 2022

PENAL SUM OF BOND (Expressed in words and numerals)

One Hundred Sixty-three Thousand Nine Hundred Fifty-three and No/100 (163,953.00) Dollars

KNOW ALL BY THESE PRESENTS:

That we, For Sure Roofing, LLC, as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
IMT Insurance Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
One Hundred Sixty-three Thousand Nine Hundred Fifty-three and No/100 (163,953.00)
dollars (\$ 163,953.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 20th day of September, 2022, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **Water Pollution Control Facility – Operations Roof Replacement**

Project Location: **City of Ottumwa, Iowa**

The Work generally consists of:

**Remove existing roofing membrane system and designated mechanical
equipment. Install recovery board by mechanically fastening and install 2-
ply granule surface fire resistant SBS modified bitumen roofing system.**

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. PERFORMANCE: The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 20th day of September, 2022.

Surety Countersigned By:

[Signature]
Signature of Agent

Dave Blakely

Printed Name of Agent

Miller, Fidler & Hinke Insurance

Company Name

2540 SE Encompass Dr

Company Address

Waukee, IA 50263

City, State, Zip Code

515-223-6757

Company Telephone Number

PRINCIPAL:

For Sure Roofing, LLC

Contractor

By: [Signature]
Signature
Project Manager
Title

SURETY:

IMT Insurance Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Dave Blakely

Printed Name of Attorney-in-Fact Officer

IMT Insurance Company

Company Name

PO Box 1336

Company Address

Des Moines, IA 50306-1336

City, State, Zip Code

1-800-274-3531

Company Telephone Number



NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



POWER OF ATTORNEY

No. A 2417

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Dallas, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Joey Hinke, Patrick Kearney, Dave Blakely, Sarah Denney, and James McIntire

of Waukee and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Five Million and No/100 (\$5,000,000.00) Dollars

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of March, 2022.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 16th day of March, 2022, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Notary Public, Dallas County, Iowa

CERTIFICATE

I, Brad Buchanan, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 20th day of September, 2022.

Brad Buchanan, Secretary

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 232-2022: RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES HEARING FOR THE OTTUMWA BLESSINGS SOUP KITCHEN PANDEMIC RESPONSE PROGRAM

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 232-2022.

DISCUSSION: Status of Funded Activities Hearings are a required part of the public comment and feedback aspect of the Community Development Block Grant Program. This resolution sets the Public hearing for the CDBG Food Assistance Blessing Soup Kitchen Pandemic Response Program for the Council meeting on October 4, 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 232-2022

RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES
HEARING FOR THE OTTUMWA BLESSINGS SOUP KITCHEN PANDEMIC
RESPONSE PROGRAM

WHEREAS, the City of Ottumwa received a \$100,000 Community Development Block Grant for food assistance; and

WHEREAS, Section 508 of the Housing and Community Development Act of 1987, as amended, requires that the City hold a public hearing on the Status of Funded Activities for Community Development Block Grant projects;

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the Status of Funded Activities for the Ottumwa Blessings Soup Kitchen Pandemic Response Program, on October 4, 2022, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. October 4, 2022 will be the next regularly scheduled City Council meeting after the publication of notice.

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

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE
OTTUMWA BLESSINGS SOUP KITCHEN PANDEMIC RESPONSE PROJECT

TO WHOM IT MAY CONCERN:

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Ottumwa City Council will hold a public hearing on 10/04/2022 at 5:30 PM at Ottumwa City Hall. The purpose of the hearing will be to discuss the status of funding for the Ottumwa Blessing Soup Kitchen Pandemic Response Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Chris Reinhard at (641) 683-0600. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.

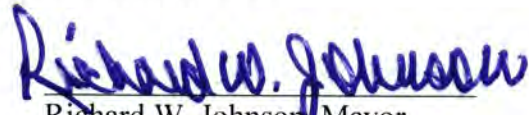
Dated this 20 day of September, 2022.



City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of September, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 233-2022: A RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES HEARING FOR THE OTTUMWA ISU BUILDING UPPER-STORY HOUSING PROJECT

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 233-2022.

DISCUSSION: Status of Funded Activities Hearings are a required part of the public comment and feedback aspect of the Community Development Block Grant Program. This resolution sets the Public hearing for the CDBG ISU Building Upper-Story Housing Conversion Project for the Council meeting on October 4, 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 233-2022

RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES
HEARING FOR THE OTTUMWA ISU BUILDING UPPER-STORY HOUSING
PROJECT

WHEREAS, the City of Ottumwa received a \$500,000 Community Development Block Grant for housing conversion to complete upper-story housing in the ISU Building at 307 E Main; and

WHEREAS, Section 508 of the Housing and Community Development Act of 1987, as amended, requires that the City hold a public hearing on the Status of Funded Activities for Community Development Block Grant projects;

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the Status of Funded Activities for the Ottumwa ISU Building Upper-Story Housing Project, on October 4, 2022, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. October 4, 2022 will be the next regularly scheduled City Council meeting after the publication of notice.

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

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE
OTTUMWA ISU BUILDING UPPER-STORY HOUSING PROJECT

TO WHOM IT MAY CONCERN:

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Ottumwa City Council will hold a public hearing on 10/04/2022 at 5:30 PM at Ottumwa City Hall. The purpose of the hearing will be to discuss the status of funding for the Ottumwa ISU Building Upper-Story Housing Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Chris Reinhard at (641) 683-0600. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.

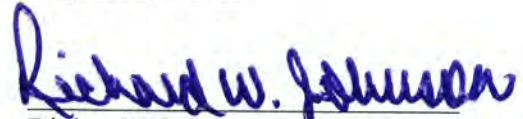
Dated this 20 day of September, 2022.



City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of September, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk

2022 SEP 14 11:10:07
CITY CLERK

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 234-2022: A RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES HEARING FOR THE OTTUMWA NORTH MARKET STREET FACADE IMPROVEMENTS PROJECT

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 234-2022.

DISCUSSION: Status of Funded Activities Hearings are a required part of the public comment and feedback aspect of the Community Development Block Grant Program. This resolution sets the Public hearing for the CDBG North Market Street Facade Improvements Project for the Council meeting on October 4, 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 234-2022

RESOLUTION FIXING DATE FOR A STATUS OF FUNDED ACTIVITIES
HEARING FOR THE OTTUMWA NORTH MARKET STREET FACADE
IMPROVEMENTS PROJECT

WHEREAS, the City of Ottumwa received a \$300,000 Community Development Block Grant for facade improvements on North Market Street; and

WHEREAS, Section 508 of the Housing and Community Development Act of 1987, as amended, requires that the City hold a public hearing on the Status of Funded Activities for Community Development Block Grant projects;

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the Status of Funded Activities for the Ottumwa North Market Street Facade Improvements Project, on October 4, 2022, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. October 4, 2022 will be the next regularly scheduled City Council meeting after the publication of notice.

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

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE
OTTUMWA NORTH MARKET STREET FACADE IMPROVEMENTS PROJECT

TO WHOM IT MAY CONCERN:

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Ottumwa City Council will hold a public hearing on 10/04/2022 at 5:30 PM at Ottumwa City Hall. The purpose of the hearing will be to discuss the status of funding for the Ottumwa North Market Street Façade Improvements Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Chris Reinhard at (641) 683-0600. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.

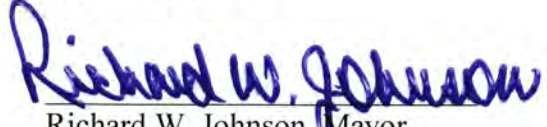
Dated this 20 day of September, 2022.



City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of September, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk

CITY OF OTTUMWA
Staff Summary

2022 SEP 14 PM 4:09
CITY CLERK

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 235-2022: RESOLUTION FIXING DATE FOR A
PUBLIC HEARING ON AMENDMENT TWO TO THE OUR OTTUMWA
2040 COMPREHENSIVE PLAN PROVIDING YEAR TWO PLAN UPDATES

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 235-2022

DISCUSSION: The Plan and Zoning has recommended that the Council consider Amendment 2 to the Our Ottumwa 2040 Comprehensive Plan. The amendment includes year two plan updates providing progress reports, goal setting and amendments to the Future Land Use Plan. This resolution sets a public hearing for the amendment on October 4, 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 235-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AMENDMENT TWO TO THE OUR OTTUMWA 2040 COMPREHENSIVE PLAN PROVIDING YEAR TWO PLAN UPDATES

WHEREAS, the City adopted the *Our Ottumwa 2040 Comprehensive Plan* on August 18, 2020 and Amendment 1 to the comprehensive plan on September 1, 2020; and

WHEREAS, the Plan and Zoning Commission has recommended that the Council adopt Amendment 2 to comprehensive plan, providing year two plan updates; and

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

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of Amendment 2 to the Comprehensive Plan, on October 4, 2022, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. October 4, 2022 will be the next regularly scheduled City Council meeting after the publication of notice.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TWO TO THE OUR OTTUMWA 2040
COMPREHENSIVE PLAN PROVIDING YEAR TWO PLAN UPDATES

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, October 4, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on the proposed Amendment Two to the *Our Ottumwa 2040 Comprehensive Plan*. All persons interested in the amendment are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. The amendment is available in the Planning and Development Office at City Hall, 105 Third Street East, Ottumwa, Iowa.

If you are unable to attend this meeting but have comments, written comments must be received no later than 4:30 p.m. October 4, 2022. Written comments may be addressed to: City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501.

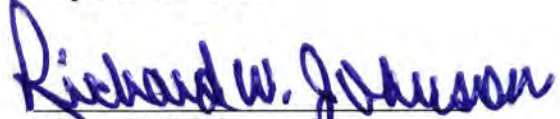
Dated this 20 day of September, 2022.



City Clerk, City of Ottumwa, Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of September, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk



retail strategies

CITY OF OTTUMWA, IOWA

Retail Recruitment & Downtown Revitalization



retail strategies



ONE COMPANY, SEVERAL SERVICES

About Us

Grown from a Commercial Real Estate firm, we focus on all facets of community growth, recruitment and retention. Our team of 65 utilizes experience to make public-private partnerships thrive.



retail strategies

retail recruitment

retail academy

downtown strategies

small business support

retail advisor



Industry Involvement

ICMA

ICSC

NLC
NATIONAL LEAGUE OF CITIES
CITIES STRIVING TOGETHER

MAIN STREET AMERICA
2021 Allied Member

IDA
INSPIRED LEADERS
SHAPING CITIES

WHY US?


Industry Leaders

150 years of retail real estate experience

Direct connections to retailers & developers

Hands-on approach



A photograph of three men in business suits. One man is standing and looking at a document held by another man who is seated at a table. A third man is seated next to him, also looking at the document. They appear to be in a meeting or collaborative work environment. The image is dimly lit and has a dark overlay.

retail strategies

Retail Recruitment

OVERCOMING

Our Role

Resources

Tax Revenue

Job Creation

Time

Network

Quality of Life

CHALLENGES

GOALS

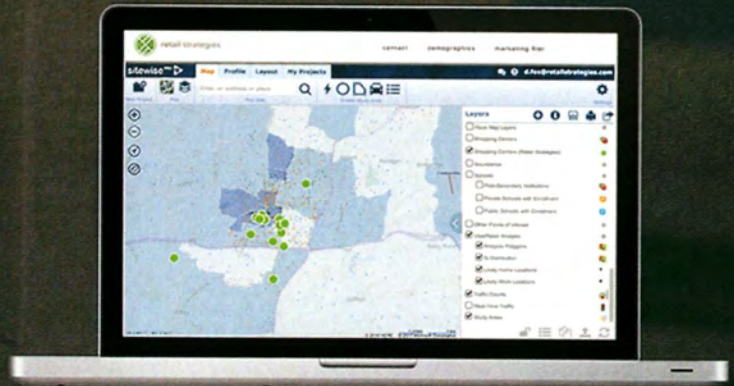
New Business

Experience

DISCOVER

Data & Analytics

- Customized Trade Area
- GAP Analysis
- Peer Analysis
- Prospects & Site Criteria



DISCOVER

Prospects & Site Criteria



Site Criteria

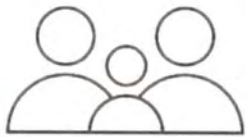
Category:	Food & Beverage
Demographic Radius Ring Requirement:	3
Minimum Population Requirement:	9,000
Household Income Requirement	\$65,000
Traffic Count	20,000 VPD
Number of SF or AC:	1,100 SF

Location Comments:

Standard "Vanilla" shell with improvements. Morning side of roadway, drive-thru window preferred. Free standing, shared pad, or end cap located in mix use "major tenant" community shopping center with national or regional tenant.

DISCOVER

Customized Trade Area



43,000+

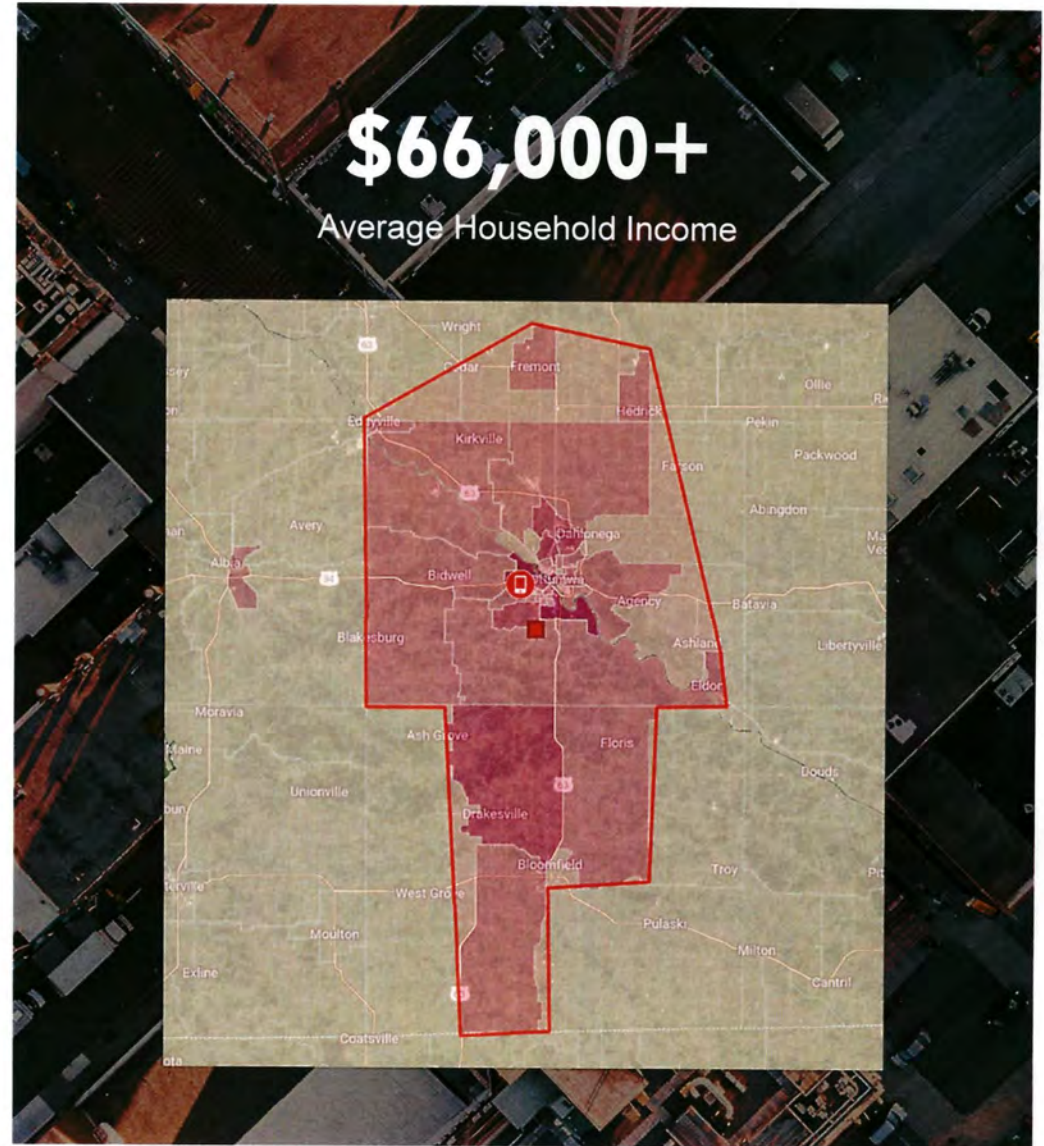
2021 estimated population

41

Average Age

3%

Growth Rate



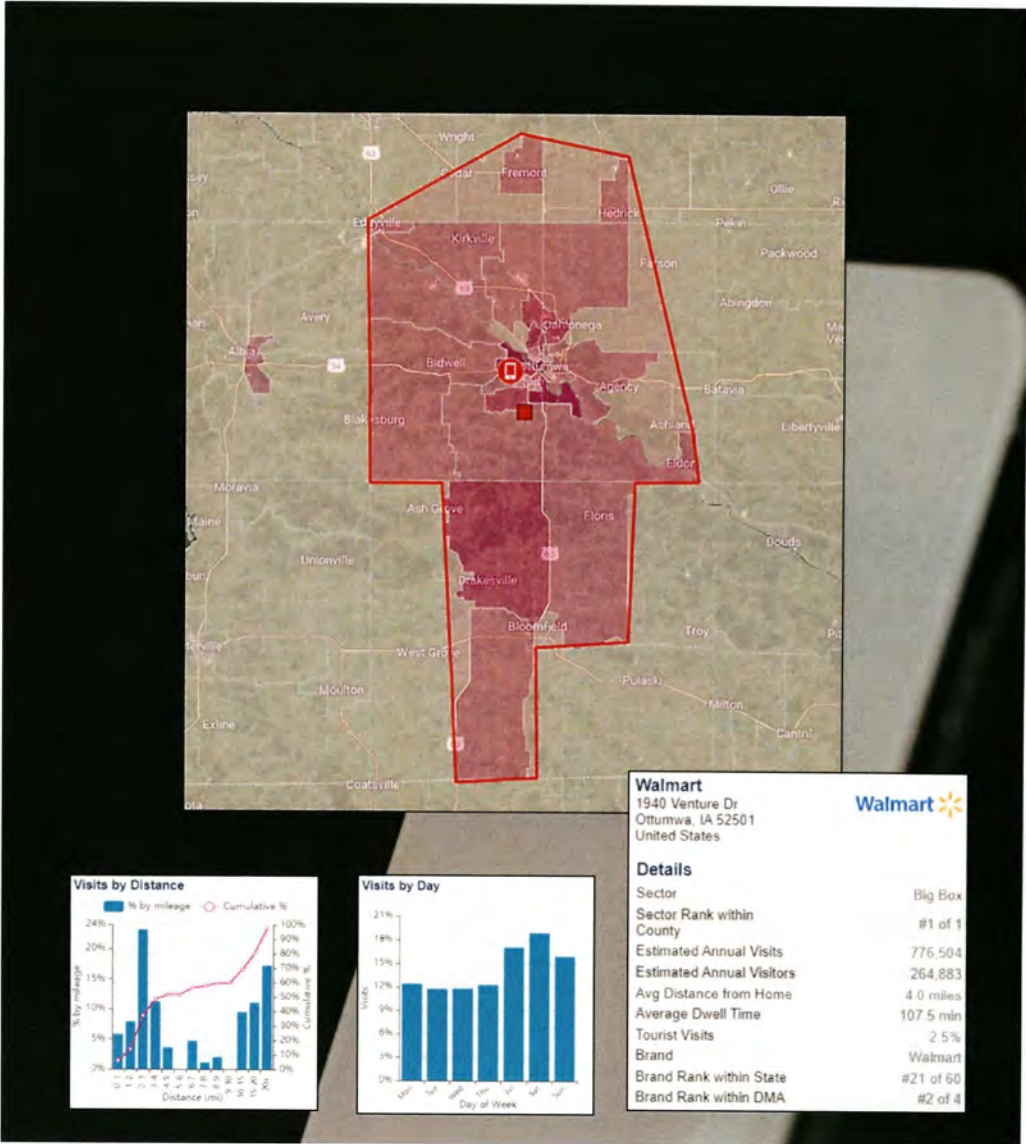
CUSTOM TRADE AREA

Mobile data collection

The Service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. The Service includes mobile phone data with latitude/longitude points that are accurate to approximately 20 feet. Data inputs are updated as quickly as every 24-hours.

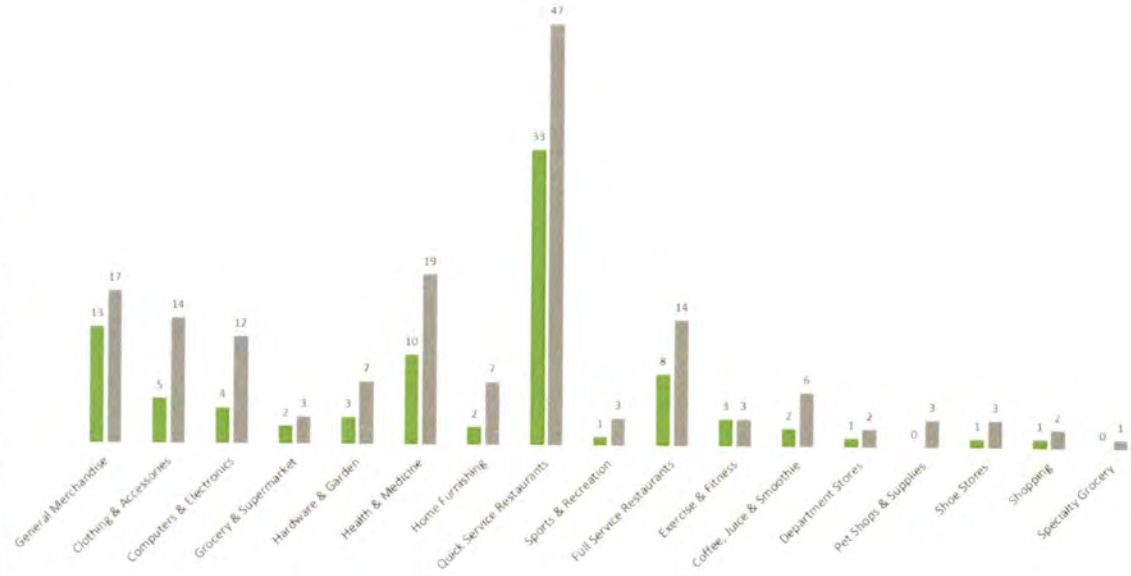
The data shown includes shopper who visited the defined location during the designated time period. This tool is intended to support the trade area but does not solely define the trade area.


The location tracked was
Wal Mart
For the time period of
September 2020- September 2021



DISCOVER

Peer Analysis





CONNECT

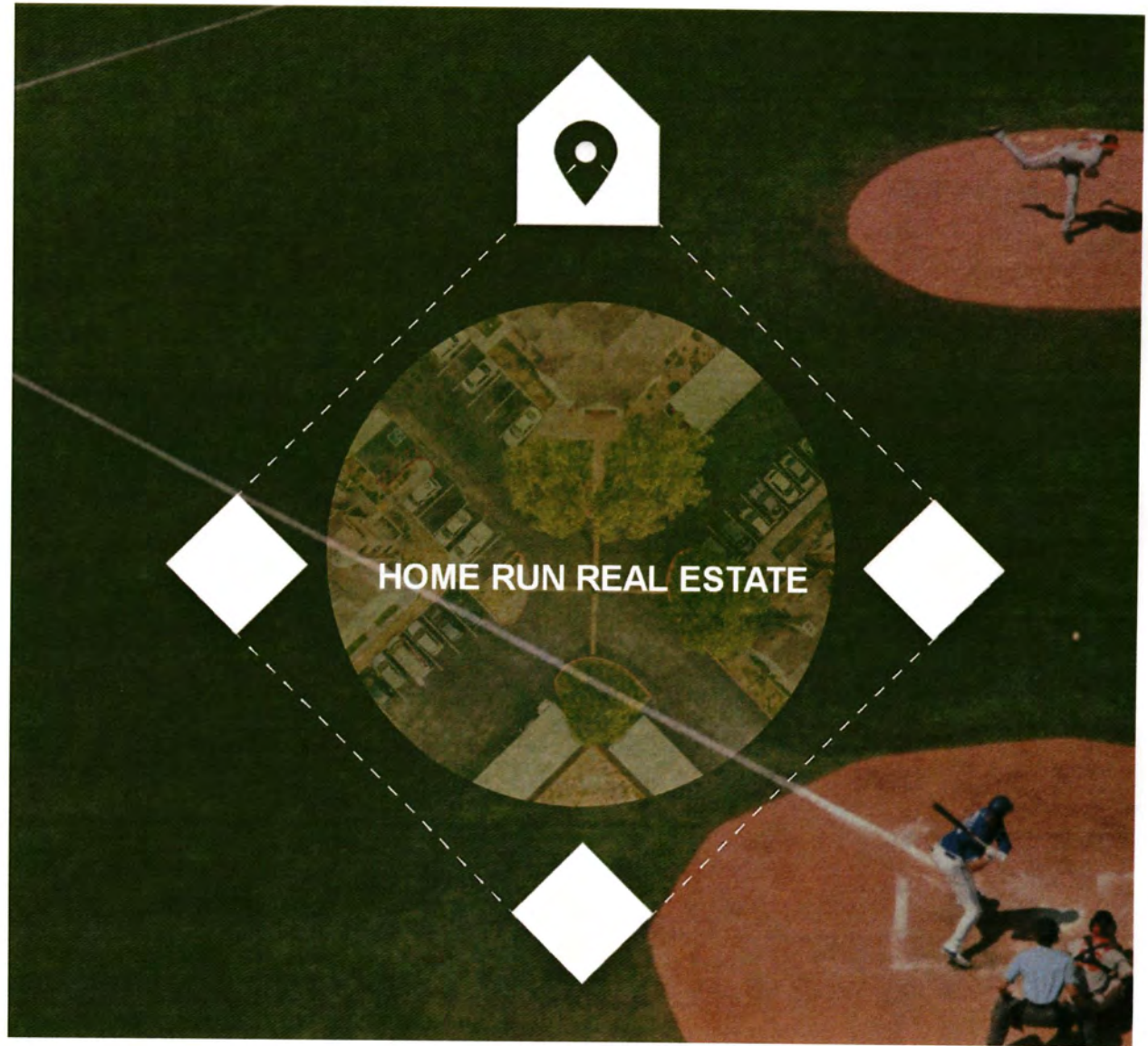
Real Estate Analysis

- Universal Site Metrics
- Inventory

CONNECT

Universal Site Metrics

- Signage/Visibility
- Parking
- Access
- Co-Tenancy
- Traffic



ADVANCE

Our Partnership

- Your Deliverables
- The Team
- Our Relationships



ADVANCE


Retail Recruitment: Deliverables

The image displays three primary deliverables for retail recruitment, each represented by a document cover and a corresponding label in a black box at the bottom. The background is a dark, high-angle photograph of a crowded restaurant or cafe with people seated at tables.

- Market Analysis:** The document cover features a satellite-style map of a city with a red 'X' marking a specific location. Text on the cover includes "GAP Analysis", "Customized Trade Area", "retail strategies", and "Market Analysis".
- Retail Recruitment Plan:** The document cover has a dark background with the year "2022" and the phrase "Yes, We're Open" in a stylized font. It also includes "retail strategies" and "Retail Recruitment".
- Marketing Guide:** The document cover is white with various data points and a small map. Text includes "City, State", "Demographics", and "Custom Trade Area".

Labels at the bottom of the image:

- Market Analysis
- Retail Recruitment Plan
- Marketing Guide



downtown strategies

Downtown Revitalization

The Cobbler Candle Co.
Gifts And More

HANSON
RECORDS

Catrinás

Our Process

Downtown Strategies exists to assist communities in taking the next, or first, step in their Downtown's journey.

Revitalizing and rejuvenating Downtown communities is a complex task and we are committed to helping you achieve it. We identify and create a tailored strategy to enhance, revitalize, and mobilize your community's efforts.

When properly fueled, your Downtown can be a powerful economic, tourism, and quality of life engine and our team of professionals can help you define your potential and empower you to achieve it.

1



discover

discover

We are an investment for your community.

A thriving downtown enhances tourism, quality of life, and bolsters your community's culture and values.

2



connect

connect

Downtowns are complex, and we can help.

We bring years of experience and diverse perspective to give you implementable solutions and a roadmap to transform your Downtown.

3



advance

advance

We multiply and enhance your efforts.

Downtown Strategies is fully equipped with the needed professionals, tools, and experience. What we deliver, you can execute.

The Five Pillars

Through our Downtown Strategic Visioning Workshop, we assess the five pillars of your downtown's mix: Market Analysis, Design, Tourism & Promotion, Economic Vitality, and Policy & Administration to provide a true road map to revitalization.

1



market analysis

we help you uncover and define the economic potential in your Downtown area.

2



design

thoughtful design supports a community's transformation.

3



tourism & promotion

your downtown's engine.

4



economic vitality

creating opportunity for investment.

5



policy & administration

set the foundation for smart growth.

Walkability Assessment

80

What's your Community's Walk Score?

A walkable downtown is highly desirable by consumers, local businesses, and municipal leaders. But what makes a walkable downtown and how do you improve your community's walkability?

A community's walk score is determined by analyzing 3 factors: **walkable distance** between boundaries, presence of a **comprehensive network of pathways** designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers **necessary for regular life**.



The following demographics represent the **population of residents** within a **20-minute walk time** of the Downtown Study Area.

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.

- 90-100 **Walker's Paradise**
Daily errands do not require a car
- 70-89 **Very Walkable**
Most errands can be accomplished on foot
- 50-69 **Somewhat Walkable**
Some errands can be accomplished on foot
- 25-49 **Car-Dependent**
Most errands require a car
- 0-24 **Car-Dependent**
Almost all errands require a car

DOWNTOWN STRATEGIES

Strategic Visioning Workshop

Support from your immediate team isn't enough to see transformational change within your community.

Our workshops generate the needed community buy-in from stakeholders to ensure that all parties with a vested interest believe in the vision and are committed to successful implementation.

Sample Agenda

9:30 AM	Downtown Strategies team meets with Oberlin Team
10:30 AM	Walking tour of Downtown Oberlin
12:00 PM – 1:30 PM	Downtown Oberlin Stakeholder Input Session
1:30 PM – 2:30 PM	Meeting debrief and wrap-up with Oberlin Team



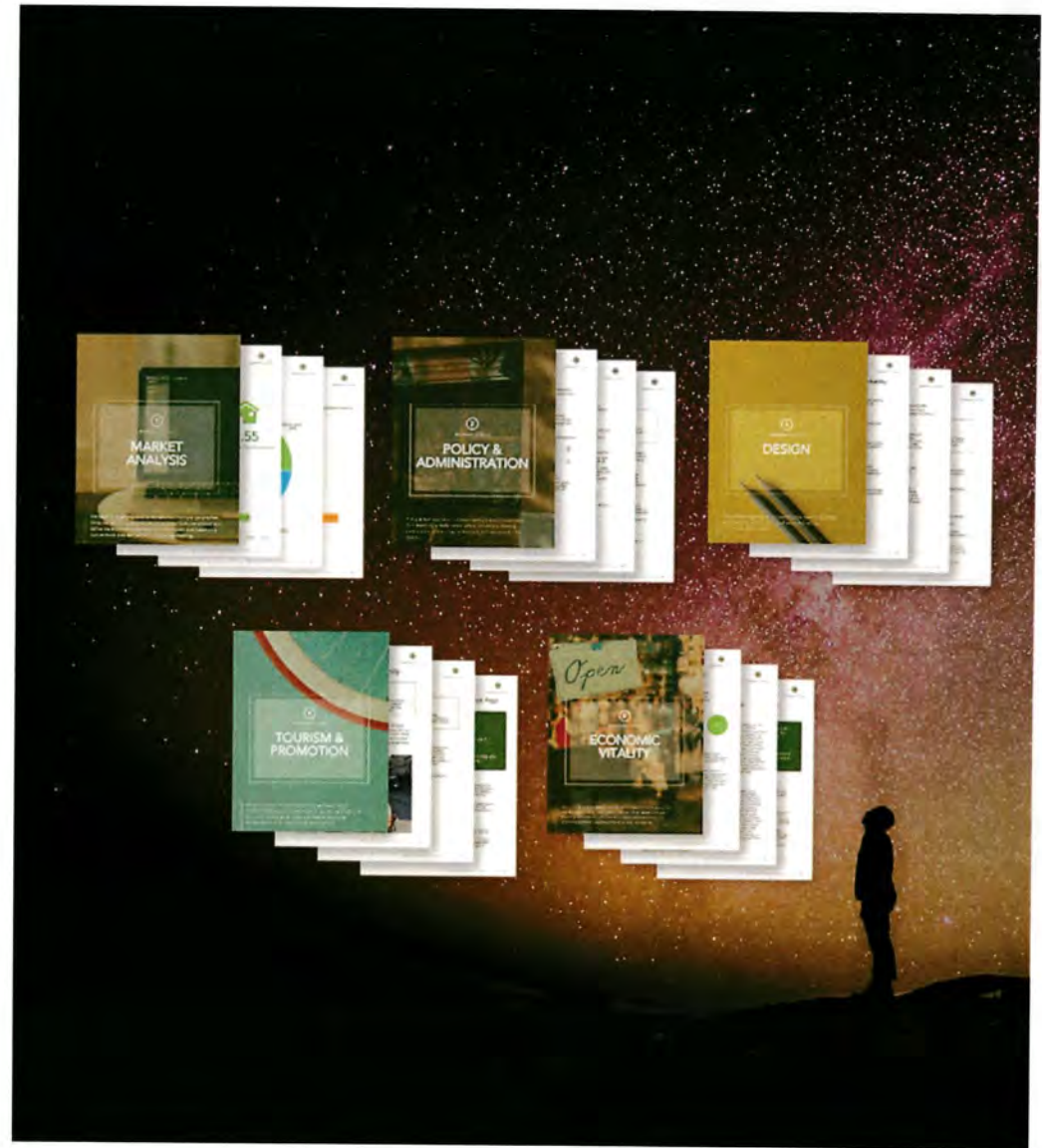
DOWNTOWN STRATEGIES

Downtown Strategic Plan & Assessment

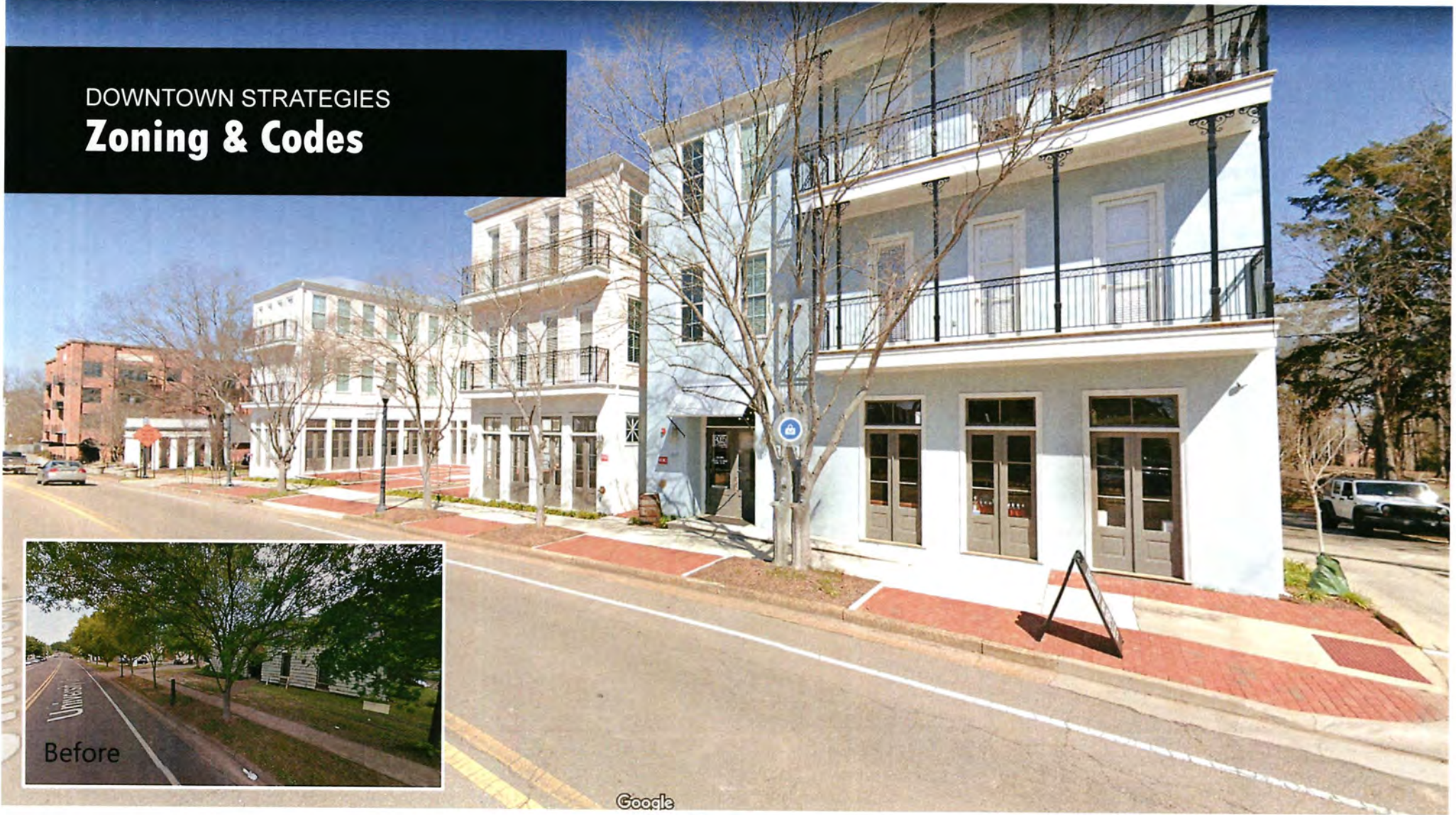
Your downtown will be evaluated and a customized, strategic, asset-based, and market driven plan will be presented to your team.

This plan will include practical, actionable, and transformational strategies defined and developed considering the following:

- Connectivity & Walkability
- Landscaping & Streetscapes
- Public Art
- Historic Preservation
- Special Events & Promotions
- Wayfinding Signage
- Retail & Restaurant Recruitment
- Backfilling Vacancies
- Real Estate Analysis
- Transportation & Parking
- Messaging & Branding
- Hospitality
- Supporting Entrepreneurs
- Incentives & Financial Tools
- Zoning & Codes
- Identifying Partnerships
- Catalyst Projects
- Community Input Survey Results



DOWNTOWN STRATEGIES
Zoning & Codes



Google

DOWNTOWN STRATEGIES

Façade Improvements



DOWNTOWN STRATEGIES

Wayfinding Signage



DOWNTOWN STRATEGIES

Partnership Timeline



Day 1-30

DISCOVERY

Kick-off Call, Workshop Scheduled,
Community Input Survey

STEP 01

We begin the process of your Downtown Strategic Visioning Workshop with a detailed conference call with your team to introduce ourselves and examine the current status of your Downtown area.

We'll learn about your community and Downtown organization's governance structure, discuss goals that have already been internally identified, and uncover existing roadblocks to your community achieving its highest purpose.

STEP 02

Next, we'll engage in a detailed discovery phase, in which our team will independently analyze customized data regarding your community's retail mix, economic vitality, and opportunities for growth.



Day 30-60

STRATEGIC VISIONING WORKSHOP & WALKING TOUR

An **in-market process** where our team engages stakeholders, merchants, and community leaders in thought provoking conversation, combined with independent discovery and market analysis, to provide a strategic, asset-based and market driven plan.



Day 60 - 120

FIVE-YEAR DOWNTOWN STRATEGIC VISION

Strategic Plan created and delivered

Includes:

- Market Analysis
- Results from community input survey
- Market driven and asset-based transformation strategies

ADVANCE

The Team

With a 5:1 client to staff ratio, we are dedicated to our client communities' needs.



John Tiedt
Business Development



Kam South
Portfolio Director



Jack Blankenship
Retail Recruiter



Lacy Beasley
President: Retail Strategies



Jennifer Gregory
President: Downtown Strategies



Elliott Cook
Director of Real Estate



Laura Marinos
Marketing Director



Madeline Farr
Retail Academy



Ryder Richards
Creative Director

ADVANCE

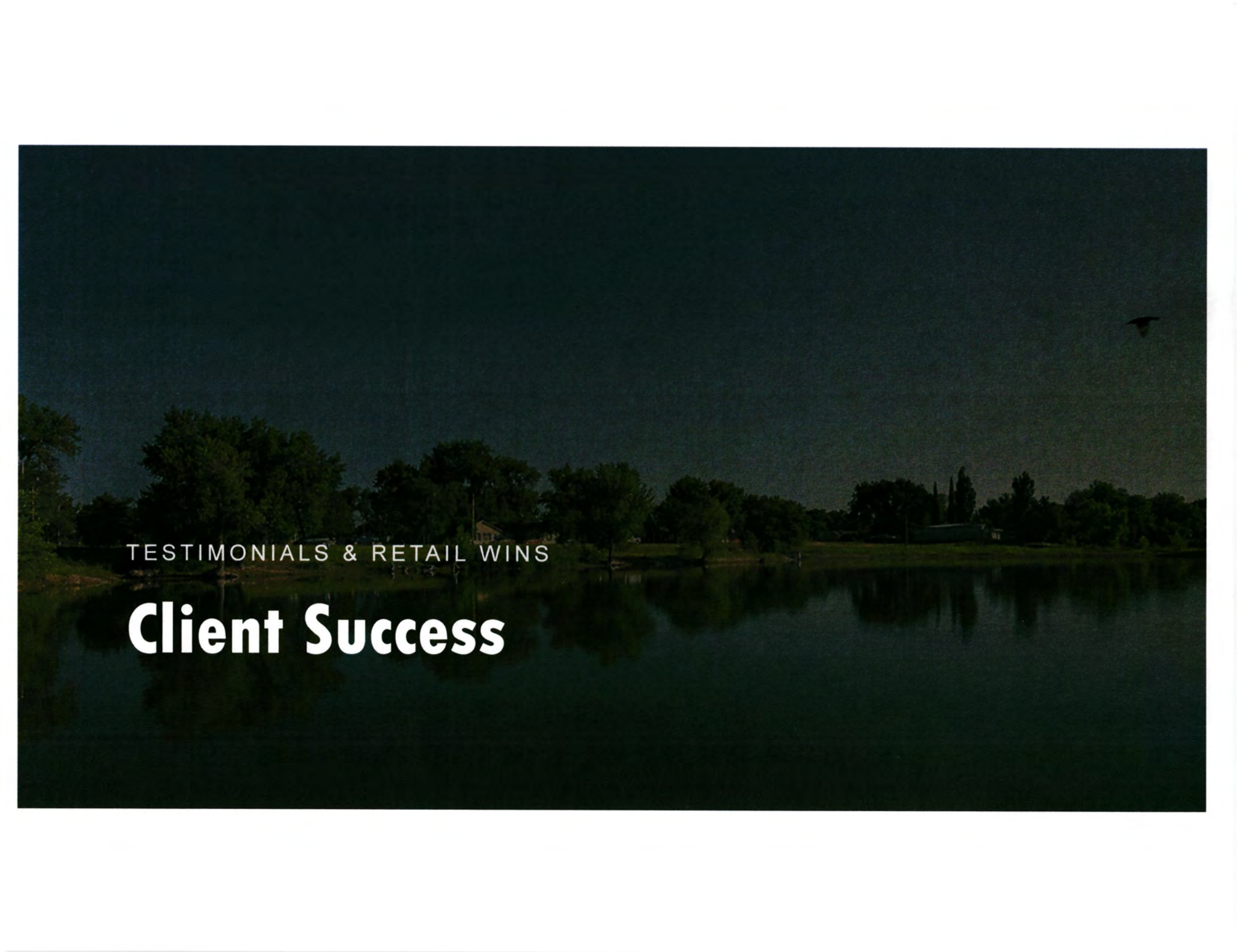
Our Relationships





WE ARE HERE TO HELP

Questions?

A dark, atmospheric photograph of a lake at night. The water is calm, reflecting the dark sky and the silhouettes of trees along the shore. A single bird is captured in flight in the upper right portion of the frame. The overall mood is serene and quiet.

TESTIMONIALS & RETAIL WINS

Client Success

SUCCESS

Tullahoma, TN

While the economy was thriving, the TAEDC team wasn't satisfied with the new retail coming to town. The mall went through a phase where it was struggling, so they hired Retail Strategies after interviewing several retail recruitment consultants.

Over the last eight years, 10 new retail and restaurant companies have opened in Tullahoma with the help of Retail Strategies.

POPULATION **20,000**
SALES TAX COLLECTIONS **\$694,000 annually**
JOB CREATION **140**



“

Having the Retail Strategies team working with us has been like having four extra staff people at a fraction of the cost.

When I'm recommending Retail Strategies, I tell people that the networking is great. They talk to real estate professionals all the time and are constantly promoting us. You just can't buy that.”



Thom Robinson,
Economic Development Director
Tullahoma, TN

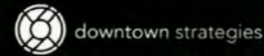
SUCCESS STORY

Vandalia, Illinois

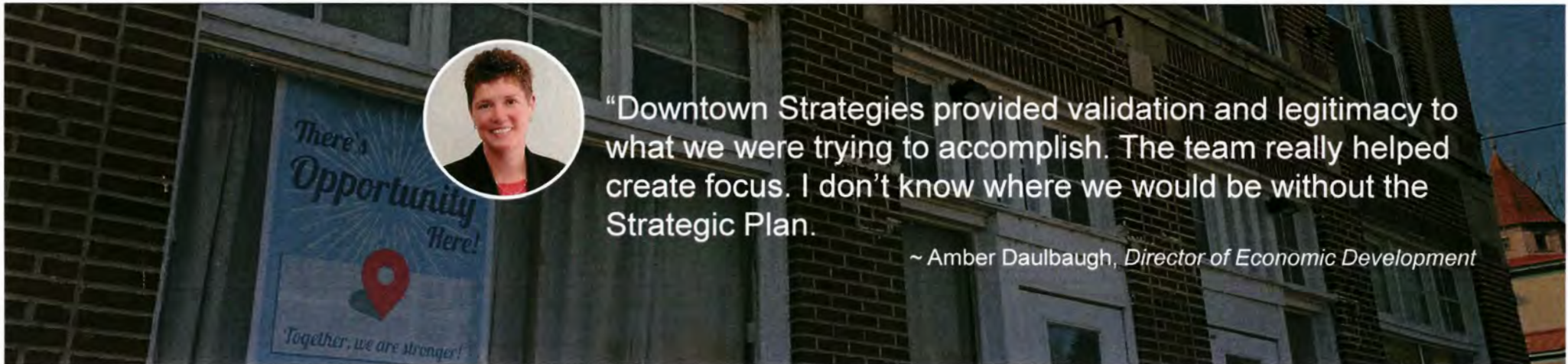
Vandalia partnered with Downtown Strategies in 2019 to aid in expanding its downtown area. The team delivered a Strategic Plan tailored to Vandalia providing focused steps to take action that fits within Vandalia's economic restraints.

To date Vandalia has implemented many of the suggested steps, including holding quarterly meetings with Downtown Stakeholders and creating sub-committees devoted to Tourism, Branding, Events, Arts, Website, and Downtown Buildings to implement the Strategic Plan.

A recommendation in the plan was the **'There's Opportunity Here'** campaign to market vacant buildings with posters displayed in windows of buildings and promoted on social media to help property owners lease the space.



Marketing campaign to lease vacant buildings launched



"Downtown Strategies provided validation and legitimacy to what we were trying to accomplish. The team really helped create focus. I don't know where we would be without the Strategic Plan.

~ Amber Daulbaugh, *Director of Economic Development*

CITY OF OTTUMWA
Staff Summary

11-20

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Bid for John Deere 1600 Wide Area Mower

Public hearing required if this box is checked.

RECOMMENDATION: Accept the bid for a John Deere 1600 Turbo Wide Area Mower from Sinclair John Deere for \$70,019.98

DISCUSSION: The City of Ottumwa has received a bid from Sinclair John Deere of Ottumwa for a John Deere 1600 Turbo Wide Area Mower for \$70,019.18. The bid was obtained from the State of Iowa bid program, which means the State has already done the bidding process for the city. The purchase of this mower was approved by the City of Ottumwa fleet committee. This mower will replace mower #209, which will be sold at the next City of Ottumwa online auction. An evaluation of mower #209 is attached. There was \$65,000 budgeted for the purchase of this mower, or \$136,000 budgeted for the purchase of the mower and a new tool truck. The new mower will be used by seasonal parks employees.

Source of Funds: Fleet Capital Improvement Program

Budgeted Item:



Budget Amendment Needed: No



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

Quote Summary

Prepared For:
 Ottumwa Parks And Recreation
 IA

Delivering Dealer:
Sinclair Tractor
 Anthony Hammes
 804 S Madison
 Ottumwa, IA 52501
 Phone: 641-682-4683
 tonyh@sinclairtractor.com

Quote ID: 27364191
Created On: 01 September 2022
Last Modified On: 06 September 2022
Expiration Date: 08 September 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy Contract: IA NASPO MA22136 (PG AN CG 22) Price Effective Date: August 31, 2022	\$ 70,019.18 X	1 =	\$ 70,019.18
Equipment Total			\$ 70,019.18

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 70,019.18
Trade In	
SubTotal	\$ 70,019.18
Est. Service Agreement Tax	\$ 0.00
Total	\$ 70,019.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 70,019.18

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 27364191 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sinclair Tractor
804 S Madison
Ottumwa, IA 52501
641-682-4683
sinclair@sinclairtractor.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-

Hours:

Stock Number:

Contract: IA NASPO MA22136 (PG AN CG 22)

Selling Price *

Price Effective Date: August 31, 2022

\$ 70,019.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0734TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	1	\$ 90,249.00	23.00	\$ 20,757.27	\$ 69,491.73	\$ 69,491.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
TCA13825	Slow Moving Vehicle Sign Kit	1	\$ 62.31	23.00	\$ 14.33	\$ 47.98	\$ 47.98
TCU51118	Mower Blade - BLADE, 22"	7	\$ 25.21	0.00	\$ 0.00	\$ 176.47	\$ 176.47
PC2864	Parts Catalogue	1	\$ 72.00	0.00	\$ 0.00	\$ 72.00	\$ 72.00
TM1682	Technical Manual	1	\$ 231.00	0.00	\$ 0.00	\$ 231.00	\$ 231.00
Dealer Attachments Total			\$ 541.78		\$ 14.33	\$ 527.45	\$ 527.45
Total Selling Price			\$ 90,790.78		\$ 20,771.60	\$ 70,019.18	\$ 70,019.18



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Anthony Hammes

Sinclair Tractor
804 S Madison
Ottumwa, IA 52501

Tel: 641-682-4683

Fax: 614-682-9033

Email: tonyh@sinclairtractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Gene Rathje

From: Tony Hammes <tonyh@sinclairtractor.com>
Sent: Tuesday, September 06, 2022 9:54 AM
To: Gene Rathje
Subject: 1600 quote
Attachments: Ottumwa 1600 WAM.pdf

Gene,

Here is the quote for the 1600 WAM using state bid pricing. As stated on front page of the quote it is good for 30 days. Inventory is still difficult to get so please let me know asap on this mower and if you have any other questions.

Thanks

Tony Hammes

Salesperson
Government/Commercial Sales
Cell: 563-260-9156

SINCLAIR

TRACTOR

Striving to earn your business everyday!

www.sinclairtractor.com

Gene Rathje

From: Tina Jaegers
Sent: Tuesday, May 24, 2022 3:07 PM
To: Gene Rathje
Subject: RE: 1600 quote

Gene,

Is this for Fiscal Year 23? I don't show anything in the Fiscal Year 22. I show a total of \$136,000 for Parks fleet vehicles (Wide Area Mower looks to be \$65,000 of that) in Fiscal year 23. If it is something other than this, please let me know or come by my office and we will see what we can find.

Thanks,

Tina Jaegers
Interim Director of Finance/City Accountant
Jaegerst@ottumwa.us
641.683.0673



From: Gene Rathje <rathjeg@ottumwa.us>
Sent: Tuesday, May 24, 2022 1:12 PM
To: Tina Jaegers <jaegerst@ottumwa.us>
Subject: FW: 1600 quote

Tina,
Could you tell me how much is budgeted for the John Deere wide area mower purchase for the parks dept. and the tool truck purchase?

Thanks,
Gene

From: Tony Hammes <tonyh@sinclairtractor.com>
Sent: Thursday, January 13, 2022 1:26 PM
To: Gene Rathje <rathjeg@ottumwa.us>
Subject: RE: 1600 quote

Gene,
Deere won't let me build that model currently. If you are needing a budget number now I would just add 10% to last years number which would put it at \$66000.00. That way you will be covered. I will get something built as soon as I am able but not sure when that will be.

Thanks
Tony

From: Gene Rathje <rathjeg@ottumwa.us>
Sent: Thursday, January 13, 2022 8:07 AM
To: Tony Hammes <tonyh@sinclairtractor.com>
Subject: RE: 1600 quote

CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you validate the users identity and know the content is safe.

Tony,

Could you send me a price quote for what you think a new 1600 Wide area mower will cost in July of 2022.

Thanks,
Gene

From: Tony Hammes <tonyh@sinclairtractor.com>
Sent: Tuesday, March 02, 2021 2:55 PM
To: Gene Rathje <rathjeg@ottumwa.us>
Subject: 1600 quote

Gene, here is the quote on the 1600 as per the state bid. I did have to add the manuals and extra blades you requested for the mower. Please let me know if you have any questions. I am working on the other quote also. The 1570 does not come with a comfort cab. It does come with an enclosure that can be installed on it. You have to go to the 1575 or 1585 to get the comfort cab. Please let me know if you still want the quote on the 1570

Thanks

Tony Hammes

Salesperson
804 S. Madison
Ottumwa, Ia. 52501
Phone: 641-682-4683
Cell: 563-260-9156

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www.sinclairtractor.com

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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2022 SEP 15 11:10:13
CITY OF OTTUMWA

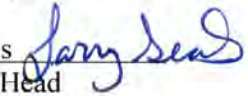
Council Meeting of: September 20, 2022

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Larry Seals
Department Head


City Administrator Approval

AGENDA TITLE: Replacement of Flow Monitors

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

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

RECOMMENDATION:

Approve the replacement of Two (2) FL1500 Flow logger at \$5,367.00 each, and Two (2) AV9000S Analyzer Modules at \$806.40 each. The total amount is \$12,346.87.

DISCUSSION: This is to replace flow metering equipment at two of ten Combined Sewer Overflow stations. The flow meters are over 20 years old and failing. The equipment is used to determine flows during rain events to determine how much storm water is coming into the system. These flows are required by the Iowa Department of Natural Resources.

WPCF budgeted \$20,000 in 610-8-815-6727 and will be taken out of the line item. With an expense of \$12,346.87 there would be a balance of \$7,653.13. Gurney submitted the lowest quote with USA Bluebook next, and Hach did not price the Flow loggers.

QUOTATION
HDSFM
D/B/A USABBLUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 907019
Page 1
09/02/22

Ship-to: 2
OTTUMWA, CITY OF
WASTEWATER TREATMENT FACILITY
2222 S EMMA ST
OTTUMWA IA 52501-3508
USA

Bill-to: 15933
OTTUMWA CITY OF
2222 S EMMA ST
OTTUMWA IA 52501
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
9.2.22	10/02/22	JOS	NET 30	01	FXD/PPD	FEDEXGRND

QUOTED BY: JOS | QUOTED TO: RACHEL JONES

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
69902	FL1500 Basic Flowmeter 120VAC Hach, 2 Sensor Ports NOT INSTOCK	2	EA	4792.00	EA	9584.00
69907	AV9000S Module for Hach FL1500 (Bare Wires), 9504601 NOT INSTOCK	2	EA	720.00	EA	1440.00
	12 HACH SURCHARGE 1,322.98					

was not included in total

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABBlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
11024.00	.00	.00	19.77	11043.77

USE THIS QUOTE # ON PO's!

1322.98+

1234688



Secure Quote Checkout

- 1. Contact & Items
- 2. Address
- 3. Review Details



[View Security Information](#)

Review Details

This quote is ready to submit. Please review or modify any information below to ensure it is correct.

[Print](#)

Quote Summary

Billing Information	Contact Information	Need Help?
<p>City of Ottumwa Water Pollution Control 2222 South Emma Dr Ottumwa, Iowa, 52501 USA Bill-to: John Lloyd Phone: (641) 244-6815</p>	<p>John Lloyd Phone: (641) 244-6815 lloydj@ottumwa.us</p>	<p>1-800-227-4224 Live Chat Contact Us</p>

Quote List

Product Name and Number	Shipment Frequency	Quantity	USD Unit Price	Total Price
AV9000S with bare wires for use with FL1500 Flow Meter 9504601 12% supply chain surcharge applied	One Time	2	\$806.40	\$1,612.80
				<div style="border: 1px solid #ccc; padding: 5px; width: fit-content;"> <p style="text-align: right; margin: 0;">Original Price: \$720.00 Supply Chain Surcharge: \$86.40 ----- Unit Price: \$806.40</p> </div>
FL1500 Series Flow Controller Basic, US Power Cord, Basic User Manual LPV00199.U2NXH	One Time	2	---	---
Subtotal:				---
Subtotal includes a supply chain surcharge of \$172.80				---
Estimated Shipping and Handling:				---
Total (may not include all taxes):				---

* You will automatically receive an email with a quote for all of your items. Do you need additional assistance and need a Hach associate to contact you?

Reference Information

Flow meter cost comparison

	FL1500 Flowmeter	AV 9000S Module	Hach Surcharge	Shipping	Total
Gurney	10734.07	1612.8		0	\$ 12,346.87
USA Bluebook	9584	1440	1322.88	19.77	\$ 12,366.65
Hach	No bid	1440	172.8	0	



TERMS & CONDITIONS

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

CITY OF OTTUMWA
Staff Summary

2022 SEP 15 11 01 22
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of First Addendum to Real Estate Purchase Agreement
By and Between the City of Ottumwa and the Wapello County Historical
Society

Public hearing required if this box is checked.

RECOMMENDATION: Adopt first addendum to real estate purchase agreement.

DISCUSSION: On July 5, 2022, the council adopted Resolution 183-2022 regarding the purchase of the depot from Iowa Heartland History Connection with an anticipated closing date of August 17. As part of this acquisition an abstract was ordered for completion prior to closing. We have not yet received this document and upon advise of legal counsel have postponed the closing until this document can be reviewed. The attached addendum to the purchase agreement moves the closing to a date ten business days following receipt of the abstract, but not late than October 5, 2022.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**FIRST ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF OTTUMWA
AND
THE WAPELLO COUNTY HISTORICAL SOCIETY**

THIS FIRST ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT (the "Addendum") is made by and between THE CITY OF OTTUMWA, IOWA (the "Buyer") and THE WAPELLO COUNTY HISTORICAL SOCIETY, an Iowa non-profit corporation doing business as Iowa Heartland History Connection (the "Seller"). The Buyer and the Seller previously entered into a Real Estate Purchase Agreement dated as of July 5, 2022 (the "Agreement") regarding the Seller's sale of real property located at 210 W. Main Street, Ottumwa, Iowa and 160 River Drive, Ottumwa, Iowa to the City, under the terms and conditions set out in the Agreement.

WHEREAS, the Agreement provided that Closing would occur on or before August 17, 2022 (the "Closing Date"), however, the abstract for the Property has not yet been delivered to Buyer's counsel for review, as is required by section 8 of the Agreement; and

WHEREAS, the parties are willing to agree to extend the Closing Date pursuant to this Addendum to the Agreement to provide for a delay in the Closing Date, as described herein.

NOW, THEREFORE, Buyer and Seller hereby agree to amend the Agreement, by the terms of this Addendum, which shall be incorporated fully therein.

Section 3(a) of the Agreement is hereby amended as follows:

Closing shall occur on a date mutually agreed to between the parties, to be scheduled within 10 business days following delivery of the abstract(s) for the Property to Buyer's attorney for examination, but no later than October 5, 2022.

BUYER: CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard W. Johnson, Mayor

Attest By: Christina Reinhard
Christina Reinhard, City Clerk

Date: 9-20-22

Date: 9.20.2022

SELLER: WAPELLO COUNTY HISTORICAL SOCIETY

By: Thomas J. Leinhauser
Thomas J. Leinhauser, President

By: JoElla Duprey
JoElla Duprey, Treasurer

Date: 9-14-2022

Date: 9-14-2022

CITY OF OTTUMWA
Staff Summary

SEP 15 11 08 22
CITY CLERK

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Authorize the City Administrator to solicit Request for Proposals regarding legal services related to prosecution

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the City Administrator to proceed with issuing RFP's related to prosecutory legal services for the City of Ottumwa

DISCUSSION: Due to staffing changes at Ahlers and Cooney, the city administrator has been contacted by the firm to identify if the prosecution services might be addressed by another individual / law firm. Based upon this request, staff recommends conducting a request process to identify suitable legal support to handle the prosecution services for the city. Ahlers has identified they would still be available on a limited, as-needed basis (e.g. conflict of interest issues, etc.).

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 223-2022: A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 12 IN MAHON AND PHILLIPS ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, ALSO KNOWN AS 902 NORTH JEFFERSON, TO MAHASKA COMMUNICATION GROUP FOR THE SUM OF \$500.00

Public hearing required if this box is checked.

RECOMMENDATION: OPEN PUBLIC HEARING
RECEIVE PUBLIC COMMENTS
CLOSE PUBLIC HEARING
PASS AND ADOPT RESOLUTION NO. 223-2022

DISCUSSION: Mahaska Communication Group offered the City \$500.00 for a vacant lot at 902 N Jefferson. They intend to construct permanent equipment to support a community-wide broadband utility program. This resolution would authorize the sale.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 223-2022

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 12 IN MAHON AND PHILLIPS ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, ALSO KNOWN AS 902 NORTH JEFFERSON, TO MAHASKA COMMUNICATION GROUP FOR THE SUM OF \$500.00

WHEREAS, the City is the present title holder to real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 12 in Mahon and Phillips Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 902 North Jefferson; and

WHEREAS, pursuant to Resolution No. 222-2022 approved, passed and adopted September 6, 2022 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Mahaska Communication Group for an offered price of \$500.00; and

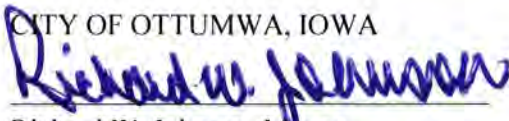
WHEREAS, the buyers intend to construct permanent equipment to support a community-wide broadband utility project; and


WHEREAS, the property will be transferred by warranty deed, with abstract, and the buyer shall pay the cost of the abstract, publishing the public hearing notice and recording fees;

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

The offer received from Mahaska Communication Group in the amount of \$500.00 for the purpose of constructing broadband utility equipment, be and it is hereby accepted and the sale of property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

APPROVED, PASSED, AND ADOPTED this 20th day of September 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated September 20, 2022 and is between the City of Ottumwa, Iowa (the "Seller") and the Mahaska Communication Group, LLC, an Iowa limited liability company (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property known locally as 902 N. Jefferson, Ottumwa, Iowa, and legally described as follows:

Lot 12 in Mahon and Phillips Addition to the City of Ottumwa, Wapello County, Iowa together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record, and (iii) and restrictive covenants of record (the "Property").

2. **Purchase Price.** The Purchase Price shall be \$500.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date with proper adjustments as provided in this agreement.

3. **Real Estate Taxes.** The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property.

4. **Special Assessments.** The Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all other special assessments.

5. **Risk of Loss and Insurance.** The Seller agrees to maintain any property casualty insurance it currently carries to protect against damage or destruction of the Property until the Closing Date. If the Property is significantly damaged or is destroyed prior to the Closing Date, the Buyer may elect to: (i) terminate this agreement by written notice to the Seller, or (ii) complete the Closing and receive insurance proceeds payable under the Seller's insurance policies described in this section 5.

6. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before November 15, 2022 (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

7. **Closing Costs.**

a. Seller shall pay the following costs associated with this transaction:

- i. Seller's attorney's fees or other professional fees incurred by Seller in connection with this transaction.
- ii. Transfer taxes, if any.
- iii. Recording fees necessary to cure title defects identified under section 10 of

this agreement.

b. Buyer shall pay the following costs associated with this transaction:

- i. The Purchase Price under section 2 of this agreement.
- ii. Buyer's attorney's fees.
- iii. The cost of any abstract creation and/or update under section 10 of this agreement.
- iv. The cost to prepare any survey under section 11 of this agreement.
- v. The recording fee to record the deed transferring title to Buyer.

8. **Fixtures.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

9. **Inspection and Disclaimer of Warranties.** The Buyer acknowledges and agrees that the Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. The Buyer represents to the Seller that the Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. The Buyer acknowledges and agrees that at the Closing, the Buyer shall accept the Property "as is, where is, with all faults." At the Closing, the Buyer shall be deemed to have released the Seller from any claims, known or unknown, which the Buyer might have asserted or alleged against the Seller arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. The Buyer acknowledges that the compensation to be paid to the Seller for the Property considers that the Property is being sold subject to the provisions of this section 9.

10. **Abstract and Title.** Seller, at Buyer's request, has placed an order for an abstract of title to the Property prior to the date of this Agreement. Buyer agrees to pay all costs related to the abstract, payable at Closing. Seller agrees to deliver the abstract to Buyer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

11. **Survey.** Prior to Closing, Buyer may, at Buyer's expense, have the Property surveyed by a registered land surveyor.

12. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by deed without warranty, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

13. **Remedies of the Parties.**

- a. If the Seller breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer's sole and exclusive remedy will be to terminate this agreement by written notice to the Seller and to recover its actual out-of-pocket expenses associated with this transaction from the Seller.
- b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, the Seller may elect to (i) terminate this agreement by written notice to the Buyer, or (ii) to enforce this agreement by any remedy available to it under law, including specific performance.
- c. The prevailing party in any dispute arising out of this agreement shall be entitled to obtain judgment for its reasonable costs and attorney fees.

14. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

City of Ottumwa, Iowa
ATTN: Philip Rath, Administrator
105 E. 3rd Street
Ottumwa, IA 52501

If to the Buyer:

Mahaska Communication Group, LLC
210 South D Street,
Oskaloosa, IA 52577

15. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

16. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

17. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state or federal courts located in the State of Iowa.

18. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

19. **Survival.** This agreement shall survive the Closing.

20. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

21. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

22. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

23. **Severability.** The parties agree that if a dispute between the parties arises out of this

agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

24. **Certification.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

25. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

The parties are signing this agreement as of the date stated in the introductory clause.

SELLER:
CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Richard W. Johnson, Mayor

By: Christina Reinhard
Christina Reinhard, City Clerk

BUYER:
MAHASKA COMMUNICATION GROUP

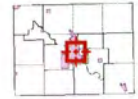
By: James M. Hansen
Print Name: JAMES M. HANSEN

Its: Secretary

902 N Jefferson
Resolution 223-2022



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

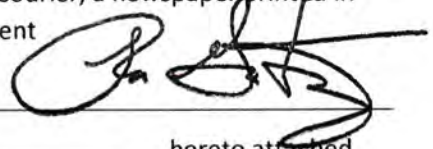
Parcel ID	007410980013000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address	902 N JEFFERSON	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				
District	OTTUMWA CITY/ OTTUMWASCH				
Brief Tax Description	MAHON & PHILLIPS ADD				
	LOT 12				
	(902 N JEFFERSON)				
	(Note: Not to be used on legal documents)				

Date created: 9/14/2022
Last Data Uploaded: 9/13/2022 8:46:06 PM

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

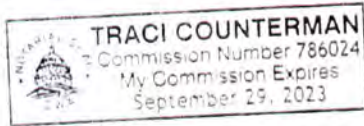


Disposition of City Property at 902 N. Jefferson
City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 9/8/22

Subscribed and sworn to before me, and in my presence, by the said 8th day of September, 2022



Notary Public

In and for Wapello County

Printer's fee \$16.17

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
ON DISPOSITION OF CITY
PROPERTY AT 902 N JEFFER-
SON TO WHOM IT MAY CON-
CERN: Notice is hereby given
that the City Council of the City
of Ottumwa, Iowa, will hold a
public hearing Tuesday,
September 20, 2022 at 5:30
P.M. in City Hall in the City of
Ottumwa, Iowa on its intent to
dispose of real property legally
described as Lot 12 in Mahon
and Phillips Addition to the City
of Ottumwa, Wapello County,
Iowa, also known as 902 N
Jefferson, to Mahaska
Communications Group. All per-
sons interested in the intent to
dispose of said property are
invited to be present at the
above time and place on the
date mentioned to present their
objections to, or arguments for
the intent to dispose of said
property. If you are unable to
attend this meeting but have
comments, written comments
must be received no later than
4:30 p.m. September 20, 2022.
Written comments may be
addressed to: City of Ottumwa,
105 E. Third St., Ottumwa, IA
52501. Dated this 6th day of
September, 2022, City Clerk,
City of Ottumwa, Iowa

CITY OF OTTUMWA
Staff Summary

2022 SEP 15 AM 6:22
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3209-2022: An Ordinance repealing Ordinance No. 2888-2000 and granting to MidAmerican Energy company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the city of Ottumwa, Iowa, a Natural Gas System and to furnish and sell natural gas to the city and its inhabitants and authorizing the city to collect franchise fees for a period of 25 years.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3209-2022

DISCUSSION: On July 19, 2022 the City Council held a public hearing regarding a franchise fee for the gas utility. Pursuant to Iowa Code section 364.2(4)(f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a three percent franchise fee upon the gas utility as part of a franchise agreement. This fee would replace the current one percent charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 176-2022. This item was first presented before the council on July 19 and was defeated.

Source of Funds:

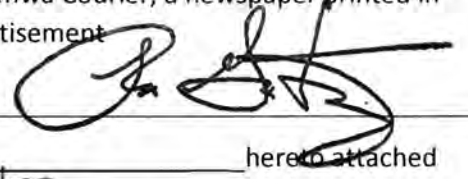
Budgeted Item: Budget Amendment Needed:

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Hearing - Gas Franchise
City of Ottumwa


hereby attached

was published in said newspaper for 1 consecutive week's to-wit: 9/10/22

Subscribed and sworn to before me, and in my presence, by the said 10th day of September, 2022





Notary Public

In and for Wapello County

Printer's fee \$32.34

COPY OF ADVERTISEMENT

franchise fee. The franchise fee provision of the ordinance provides, "A franchise fee of three percent (3%) is imposed upon the gross revenue generated from the sales of natural gas by the Company within the corporate limits of the city. For purposes of this section gross revenue shall include in addition to revenue from direct sales of natural gas to customers, the gross revenue derived by the company from the transmission, transportation or distribution of natural gas sold to customers by suppliers other than the company through the company's distribution system within the City. In determining the amount of the fee, the Company may presume that the customer's cost of gas is the same as if the gas were sold by the Company, unless a different cost is provided." This is a summary of the proposed ordinance. The proposed ordinance is on file and available for public inspection in the office of the City Clerk. Any and all residents and interested property owners are invited and encouraged to attend this hearing at the time and place mentioned above and to submit comments either orally, in writing, or both. For further information, please contact City Hall. This Notice is given by order of the Council of Ottumwa, Iowa, as provided by Sections 380.7(3) and 362.3 of the Code of Iowa, as amended. Dated this 6th day of September 2022. Christina Reinhard City Clerk, City of Ottumwa, State of Iowa

NOTICE OF HEARING - GAS FRANCHISE

Notice is hereby given that the City Council of Ottumwa, Iowa will conduct a public hearing on the 20th day of September, 2022, at 5:30 P.M. in the City Hall - Council Chambers, 105 E. Third Street, Ottumwa, Iowa to receive comments on the following item: An ordinance repealing ordinance no. 2888-2000 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, a natural gas system and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect

ORDINANCE NO. 3209-2022

AN ORDINANCE REPEALING ORDINANCE NO. 2888-2000 AND GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF OTTUMWA, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Ottumwa, Iowa:

Section 1. Ordinance No. 2888-2000 is hereby repealed.

Section 2. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called “Company,”) and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, (hereinafter called the “City,”) a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places (excluding parks) to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. The City Council reserves to itself the right to extend this franchise to parks at the request of the Company. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 3. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2021, or as subsequently amended or changed.

Section 4. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed in accordance with this franchise and the City Code and regulations of the City of Ottumwa, regarding the placement of structures, facilities, or other objects in the right of way by utilities and other users of the right of way, including ordinances which assign corridors or other placements to users of the right of way and requirements which may be adopted regarding separations of structures, facilities, accessories or other objects.

Section 5. The Company shall, excluding facilities located in private easements (whether

titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff,") at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street, avenue, right of way or alley or any public improvement of, in or about any such street, avenue, right of way or alley or reasonably promoting the efficient operation of any such improvement.. If the City has a reasonable alternative route for the street, avenue, right of way or alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City and Company shall work together to consider said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree and vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree/vegetation removal does not coincide with the Company facilities relocation schedule and Company must remove trees/vegetation that are included in the City's portion of the project, the City shall either remove the material at its cost or reimburse the Company for the expenses incurred to remove said vegetation or trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys, rights of way and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and shall provide the City with 24 hours' notice prior to the actual commencement of the work, and shall comply with all provision and requirements of the City in its regulation of the use of City right of way in performing such work. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or

obtaining the permit, provided, however, that the Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. To the extent not inconsistent with this ordinance, the Company shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work, including all city ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. The Company shall complete all repairs in a timely and prompt manner. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 7. The City's vacation of a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for the existing Company facilities.

Section 8. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 9. Pursuant to relocation of Company facilities as may be required here under, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate the project of a commercial or private developer or other non-public entity, City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, including attorneys' fees, on account of injury or damage to any person or property, to the extent caused or occasioned in whole or in part by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in the public right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Upon receipt of a request from a third party for information concerning information about the Company's facilities within the City, the City will promptly submit same to Company. If the Company believes any of the information requested constitutes a trade secret which may otherwise be protected from public disclosure by state or federal law, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time, then the Company shall provide the City with a written explanation of the basis for such assertion of confidentiality or exemption from disclosure within ten (10) days. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure the Company shall assume, upon request of the City, the defense of said action. The Company shall reimburse the City any and all cost, including attorney fees and penalties to the extent allowed by law which may result from any said action.

Section 12. The Company shall extend its mains and pipes and operate and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 13. During the term of this franchise, the Company shall furnish natural gas in the

quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. A franchise fee of three percent (3%) is imposed upon the gross revenue generated from the sales of natural gas by the Company within the corporate limits of the city. For purposes of this section gross revenue shall include in addition to revenue from direct sales of natural gas to customers, the gross revenue derived by the company from the transmission, transportation or distribution of natural gas sold to customers by suppliers other than the company through the company's distribution system within the City. In determining the amount of the fee, the Company may presume that the customer's cost of gas is the same as if the gas were sold by the Company, unless a different cost is provided.

A. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

B. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

C. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances or resolutions have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances or resolutions from the City.

D. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or

information.

Section 15. Upon implementation of a franchise fee, the City shall not, pursuant to Section 480A.6 of the Code of Iowa, impose or charge the Company a fee for management costs attributable to the Company's requested use of the City's right-of-way.

Section 16. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 18. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 19. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this

ordinance shall be void and of no effect.

Section 20. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED on its first consideration the 20 day of September, 2022.

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

PASSED on its third consideration the ___ day of _____, 2022.

PASSED AND APPROVED this ___ day of _____ 2022.

CITY OF OTTUMWA, IOWA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

I, _____, City Clerk of the City of Ottumwa, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2022, and signed by the mayor _____, 2022, and published as provided by law on _____, 2022.

(OFFICIAL SEAL)

City Clerk

CITY OF OTTUMWA
Staff Summary

SEP 15 11 16-22
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3202-2022: An Ordinance amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the purpose of imposing a franchise fee

Public hearing required if this box is checked.

RECOMMENDATION: Remove the item from the table and pass and adopt the first reading of Ordinance No. 3202-2022

DISCUSSION: On July 19, 2022 the City Council held a public hearing regarding a franchise fee for the electric utility. Pursuant to Iowa Code section 364.2 (4)(f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a three percent franchise fee upon the electric utility as part of a franchise agreement. This fee would replace the current one percent charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 174-2022. At that time a public hearing was held and the issue was tabled.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3202-2022

AN ORDINANCE AMENDING APPENDIX D, ELECTRICITY FRANCHISE, WITH INTERSTATE POWER AND LIGHT COMPANY FOR THE PURPOSE OF IMPOSING A FRANCHISE FEE

BE IT ORDAINED BY THE City Council of the City of Ottumwa, Wapello County, Iowa, hereinafter referred to as the "City":

Section 1. Section 10 of Appendix D, Electricity Franchise, of the Code of Ordinances of the City of Ottumwa is hereby repealed and replaced as follows:

Sec. 10. Assessment of franchise fee. A franchise fee of three percent is imposed upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

SECTION 2. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval, passage, and publication in accordance with Iowa law and the written acceptance by the Company. The City shall provide the Company with an original signed copy of this ordinance within ten (10) days of its final passage.

The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the City Clerk, its acceptance in writing of all the terms and provisions of this ordinance.

Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa.

In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.

PASSED on its first consideration the 20 day of September, 2022.

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

PASSED on its third consideration the ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 226-2022: A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF OTTUMWA AND DESIGN WORKSHOP FOR GREATER OTTUMWA PARK PHASE 1 TENNIS FACILITY DESIGN

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 226-2022.

DISCUSSION: This resolution approves an agreement with Design Workshop to create construction documents for the Greater Ottumwa Park Phase 1 Tennis Facility project. Design Workshop was selected by an RFQ to complete the Greater Ottumwa Park master plan and subsequent design work. The fee for this design work is \$196,000. The construction documents would be used to bid construction of tennis project as soon as October 2022. The

Source of Funds: CIP -- Tennis Facility Project

Budgeted Item: Budget Amendment Needed:

City has allocated \$750,000 for the tennis project and the Ottumwa Schools have pledge \$750,000. The construction documents would be for a full complex of 12 courts, fencing, netting, lighting, stands and support buildings. The project may be bid across multiple phases at determined by Council. The final location of the tennis complex will be determined by the delivery of the Master Plan after the September 21, 2022 public meeting, however Design Workshop has enough information on the project to begin much of the design in the meantime in order to achieve an early bid date.

RESOLUTION NO. 226-2022

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF OTTUMWA AND DESIGN WORKSHOP FOR GREATER OTTUMWA PARK PHASE 1 TENNIS FACILITY DESIGN

WHEREAS, on August 4, 2021 the City of Ottumwa released a Request for Qualifications for Architects, Landscape Architects, Recreation Planner and Engineers to Develop a Master Plan for Greater Ottumwa Park; and

WHEREAS, on October 19, 2022 Resolution No. 193-2021 selected Design Workshop for these services; and

WHEREAS, Design Workshop has provided the Proposal for Phase 1 Tennis Facility Design; and

WHEREAS, the proposed fee for this project is between \$196,000; and

WHEREAS, the City has allocated \$750,000 for the tennis facility project and the Ottumwa Community Schools have pledged \$750,000;

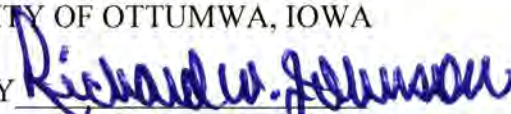
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that:

1. That the proposal for Phase 1 Tennis Facility Design is approved and the Mayor is authorized to sign and execute the agreement.

Approved, passed and adopted this 20th day of September 2022.

CITY OF OTTUMWA, IOWA

BY


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk

PROJECT DESCRIPTION

Greater Ottumwa Park is a 300-acre park in the heart of Ottumwa with recreation amenities, trails, open space, and waterways. The proposed Phase 1 Tennis Facility identified in the master plan process will create a regional amenity for the city to host competition level event and serve the needs of the school system and recreational tennis players.

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Phase 1 Construction Documents for Greater Ottumwa Park. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

INITIAL INFORMATION

Client (City of Ottumwa) shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, floodplain and wetland delineations, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

PROJECT CONDITIONS

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
4. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents, and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Revisions to site area or project scope of work
 - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget;
2. Additional Graphic Deliverables
 - a. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
 - b. Production of fully-rendered 3D (or physical) model or fly-through;
3. Certifications & Permits
 - a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
 - b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted;
 - c. Any approvals required by the EPA, Corp of Engineers, etc.
4. Value Engineering
 - a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase;
 - b. Value engineering work related to delivery of the project by a Construction Manager, GC or other such Contractor of the Owner on a "shared savings" basis;
5. Construction Observation (in addition to that indicated in the base scope of services in this agreement)
 - a. Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages except as defined herein;
 - b. Construction observation for discrete projects or items which may begin prior to completion of construction documents;
 - c. Additional time required in the construction observation phase other than the hours defined herein;
 - d. Deductive or additive change orders requested by Client after the completion of construction documents;
 - e. Preparation of record drawings or of measured drawings of existing conditions;
 - f. Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified;
6. Meetings and Site Visits
 - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
7. Sub-Consultant Services

- a. Only subconsultants listed herein are part of the scope of services.
- b. Cost estimating/Opinion of Probable Construction Cost services unless included herein as a base scope of service.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Kurt Culbertson

Kurt Culbertson will serve as Principal-in-Charge of the project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Benjamin Boyd

Benjamin Boyd will serve as the Project Manager for the project. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the Clients or Design Workshop's consultant team.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Task 5 – Construction Documents	3 months from start
Task 6 – Bidding and Negotiation	As needed by general contractor
Task 7 – Construction Observation	As needed by general contractor

**Task numbering is based on established scope for master plan*

FEES AND EXPENSES

1. Basic services

*Task 5 – Construction Documents	\$122,000
Task 6 – Bidding and Negotiation	\$20,000
Task 7 – Construction Observation	\$54,000
TOTAL FEE	\$196,000

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall also be as follows:

The above fees are lump sum. Design Workshop shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction phase is commenced.

When compensation is on a lump sum, Design Workshop's fee shall be equitably adjusted if the scope of the work is increased by change order(s) or the cost or price of construction is increased by at least 10% of the budget. Such equitable adjustment shall be based on the percentage increase in the cost or price of construction.

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed at Design Workshop's cost plus fifteen percent (15%).

3. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

4. TAXES

Any taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and the City of Ottumwa, the owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below, and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT:

By: Richard W. Johnson Date: September 20, 2022

Title: Richard W. Johnson
Mayor

NOTES:

1. Attach Scope of Services, DWI Standard Contract Provisions, and Published Billing Rates

The following narrative describes a comprehensive list of services required for the construction of the proposed Phase 1 Tennis Facility. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

TASK FIVE: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes not consented to by Design Workshop. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
2. Landscape Architecture
 - a. Prepare construction-level plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
 - b. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations, and sizes of major planting features
3. Civil Engineering
 - a. Grading and drainage design
 - b. Utility design
 - c. Site lighting design and photometrics

- d. Site circulation design relevant to parking, delivery, loading/unloading traffic
 - e. Pavement and pavement marking plans and specifications
 - f. Stormwater Pollution Prevention Plan (SWPPP), erosion control plan, and stormwater management design
 - g. Site notes, details, and specifications
4. Structural Engineering
 - a. Footing plans
 - b. Structural design of post tension concrete courts
 - c. Sections, details, and specification
 - d. Review services for other site elements
5. Electrical Engineering
 - a. New electric service design
 - b. Power distribution design
 - c. Panelboard layout schedules
 - d. Tennis court lighting design
 - e. Equipment and fixture specifications
6. Geotechnical Engineering Report
 - a. Mobilization with truck mounted drilling equipment
 - b. 4 to 6 soil boring locations (to depths of 10 to 15 feet deep)
 - c. Utility locates (through Iowa One Call)
 - d. Drill and sample the test borings
 - e. Laboratory testing
 - f. Engineering analysis
 - g. Written geotechnical report (which includes the following):
 - i. recommendations for subbase prep (including compaction/proof rolling requirements)
 - ii. recommendations for soil stabilization
 - iii. recommendations for any vapor barrier requirements for post-tensioned slab work
 - iv. identification of any unsuitable materials discovered on-site
7. Boundary and Topographic Survey
 - a. Topographic survey to locate existing elevations and topographic features such as buildings, streets, and utilities that may be incorporated into the overall site design for the area west of Ottumwa Beach.
8. Review materials and technical systems with potential fabricators and contractors.
 9. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
 10. Attend up to six (6) biweekly project meetings with the Client and/or other consultants.
 11. Conduct bi-weekly internal design meetings in addition to regular and design team communication.

The following products will be delivered at 50% and 100% documentation completion:

1. Existing Conditions Survey
2. Site Demolition Plan
3. Tree Protection Plan
4. Sedimentation and Erosion Control Plan
5. Stormwater Management Plan
6. Site Layout Plan
7. Site Materials Plan
8. Site Grading and Drainage Plan
9. Landscape Planting Plan
10. Site Utility Plan
11. Site Lighting Plan
12. Site Electrical Plans
13. Site Structural Plans
14. Tennis Fencing and Equipment Plan
15. Construction Documentation level details and reference sections
16. Technical specifications in standard CSI format

TASK SIX. BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred general contractor, including, as necessary, assisting the contractor in developing a clear understanding of the project for purposes of preparing construction bids. This work shall occur in the period after the completion of Construction Documents and prior to awarding a construction contract. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the Bid Documents/Permit Set, Design Workshop will complete necessary changes on a Time and Material (T&M) Basis, agreed upon by the Client, prior to commencing our work.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications, and addenda.

The specific tasks to be completed are as follows:

1. Issue Bid Documents as an integrated package, including all landscape, civil, electrical, and architectural plans and specifications. Make plans and construction documents available via Quest CDN.
2. Manage plan holders list
3. Participate in one (1) Pre-Bid conference with bidders for work designed by the Design Workshop team.
4. Prepare addenda to the Construction Documents, as clarification is required.
5. Review Bid Documents to assure that there are no major errors or omissions.
6. Review substitutions and alternatives as requested by the bidders and make recommendations regarding the same.
7. Recommend preferred bidder to Client for construction contract.
8. Prepare three (3) hard copies, one (1) electronic copy of the source AutoCAD files of bid drawings (AutoCAD version to be current to within three (3) years of latest release), and one (1) pdf of the final bid set and all addenda.

TASK SEVEN: CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the landscape construction process for compliance with the drawings and specifications.

Design Workshop will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and on based on observations while at the site, Design Workshop will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

Client understands that construction observation is a part of Design Workshop's process and its subconsultants process and enables Design Workshop to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of the work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If Client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and subcontractors as part of the site visit schedule.
2. Conduct periodic site visits and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.

3. Respond to requests for clarifications.
4. Prepare and submit landscape architecture-related construction change directives/supplemental instructions, as needed, for items designed by Design Workshop.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the contractor.
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with Construction Documents.
7. Observe hardscape layouts and quality of workmanship (i.e. paving, walls, steps, specialty features).
8. Observe landscape grading and drainage.
9. Observe location and quality of plant material and installation.
10. Conduct substantial completion walk-through to review contractor punch list.
11. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes Professional Service time for up to 5 site visits/construction observation meetings as follows:

• Pre-construction meeting	1
• Construction Observation site visits	2
• Nursery visit	0
• Substantial completion punch list/Approve beg. of maintenance/establishment	1
• Acceptance of established landscape	1
<u>Total site visits</u>	<u>5</u>

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences, or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 20, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 227-2022: A RESOLUTION AUTHORIZING AN
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN THE CITY OF OTTUMWA AND RETAIL STRATEGIES

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 227-2022.

DISCUSSION: Retail Strategies a real estate consultant and retail recruitment firm out of Birmingham, Alabama. Since 2011, they have worked with cities and counties to provide research and direct recruiting support for retail. Retail Strategies provided a proposal to the City in June which detailed their offer to provide recruitment services for a period of three years and to create a downtown strategic plan for retail recruitment during the first year. The

Source of Funds: ARPA

Budgeted Item: Budget Amendment Needed:

fee for these services would be as follows:

Year 1: Retail Recruitment and Downtown Strategic Plan \$70,000
Year 2: Retail Recruitment \$45,000
Year 3: Retail Recruitment \$45,000
Total: \$160,000

Retail recruitment is essential for providing the quality of life amenities our residents seek. Recruitment also works to backfill vacancies in commercial buildings, generate new sales tax and property tax revenue and create jobs. Included in the packet is an informational resources created by Retail Strategies which describes the average sales per store for the 100 largest retailers. This graph shows the recovery rate for a city with a 2% sales tax rate. Ottumwa only has a 1% local option sales tax, but the return per store is still significant. Adding only a few retailers would recover the cost of the program and more in sales tax revenue alone.

This project is the result of significant attention paid to this retail by staff and community partners. The Greater Ottumwa Partners in Progress Economic Development Committee quickly identified retail as an opportunity for improvement. Retail variety is an amenity that helps to attract and retain talent in a community. Recruitment helps to fill vacancies to revive existing districts and increase sales for all businesses. Destination retail brings visitors from out of the community to spend time and money in Ottumwa. Because of their interest in this project, the Legacy Foundation has provided \$20 thousand per year for a total of \$60 thousand for this project.

Also included in the packet is a memo outlining the justification for using ARPA funds for this project. Using those funds as a one-time investment in recruiting retail which will produce revenue in perpetuity is a solid means of investing in future growth.

It is important to explain why recruitment is best done by a consultant rather than staff. Because Retail Strategies represents communities across the country and has done so for over a decade, they have established relationships with retailers and site selectors. When retailers look to expand, their site selectors will work directly with Retail Strategies to look at properties represented by Retail Strategies to place stores. These site selectors do not even take calls from local economic development.

Finally, the plan will include creating a downtown strategic report which will address both the downtown Main Street District as well as church street. Elements of this report will not only support retail development in those districts but entrepreneur development and physical improvements to buildings and public space.

RESOLUTION NO. 227-2022

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF OTTUMWA AND RETAIL STRATEGIES

WHEREAS, Retail Strategies provided the City of Ottumwa a proposed Community Development Partnership and Professional Services Agreement to Provide Consulting Services for retail research, real estate analysis and recruitment; and

WHEREAS, the proposed and Professional Services Agreement to Provide Consulting Services would provide these services for commercial property throughout the City for a period of three years and provide for a Downtown Strategic Plan to be produced within one year; and

WHEREAS, the proposed fee for these services is as follows:

Year One:	Retail Recruitment Services	\$45,000
	Downtown Strategic Plan	\$25,000
Year Two:	Retail Recruitment Services	\$45,000
Year Three:	Retail Recruitment Services	\$45,000
Total:		\$160,000

WHEREAS, the Ottumwa Legacy Foundation will provide \$20,000 per year for three years for a total of \$60,000 for this project; and

WHEREAS, these consulting services are an appropriate use of funds allocated under the American Rescue Plan Act.

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

1. That the Professional Services Agreement to Provide Consulting Services is approved and the Mayor is authorized to sign and execute the agreement.

Approved, passed and adopted this 20th day of September 2022.

CITY OF OTTUMWA, IOWA

BY Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:
Chris Reinhard
Chris Reinhard, City Clerk

2022



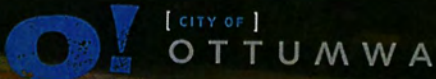
retail strategies

Community Development Partnership

RETAIL RECRUITMENT SERVICES

DOWNTOWN FIVE-YEAR STRATEGIC PLAN

WELCOME TO OTTUMWA



Prepared for Ottumwa, Iowa

June 1, 2022

Strictly Private & Confidential

Pricing Valid for 60 Days

retailstrategies.com | [205] 314-0386 | info@retailstrategies.com

2200 Magnolia Ave South, Suite 100 Birmingham, AL

Executive Summary

Founded in 2011, Retail Strategies exists to build trust-based relationships with communities across the country. We meet this goal by offering human resources and asset-based solutions to help **educate** and **inform** community leaders, **recruit** expanding national brands, **revitalize** downtowns, and **support** our country's small business community.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team to help our partners **discover** who they are, **connect** opportunities in their market, and **advance** the steps towards their next goal.



retail strategies

retail recruitment

retail academy

downtown strategies

small business support

IN THE NEWS

ICSC Names Lacy Beasley to Board of Trustees

December 14, 2021



Lacy Beasley, President of Retail Strategies, was appointed to ICSC's **Board of Trustees** for an initial three-year term. She was one of 16 new trustees added to the board, and one of only two members representing the **public sector**.

The board provides input in helping **ICSC** achieve its goal of serving its more than 70,000 members globally by proactively advocating and communicating the critical social, civic, and economic role played by the retail real estate industry across the world.

Lacy has cemented herself as a go-to source in the commercial real estate world, developing a niche working with municipalities on their retail development strategies. View the full list of the Board of Trustees [here](#).

Our Process

Your Retail Strategies team will act as an extension of your staff to create and execute a tailored retail recruitment strategy for your community.

Data Analysis

The first step is to understand who your consumers are. By utilizing mobile data, we uncover where people are coming from and what their buying power is within your community.

Real Estate Analysis

Each retail site and opportunity in your market will be catalogued and assessed by a licensed real estate professional. This includes shopping centers needing to be backfilled, vacant land ready for development, or under-utilized retail spaces.

Retail Recruitment Plan

Based on your data analysis, real estate assets, and current retail trends – our team will develop a customized Retail Recruitment Plan with brand specific retail, restaurant, entertainment, and hospitality opportunities for your community.

Retail Recruitment & Representation

This is where the rubber meets the road. Our dedicated team will implement your Retail Recruitment Plan by connecting directly with retailers, brokers, property owners, and key industry players to market your community's opportunities. Our team attends more than a dozen retail real estate conferences each year to further build those relationships.



Discover: Research



The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

After interviewing more than a dozen research firms, Retail Strategies chose STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Discover: Market Analysis Preview

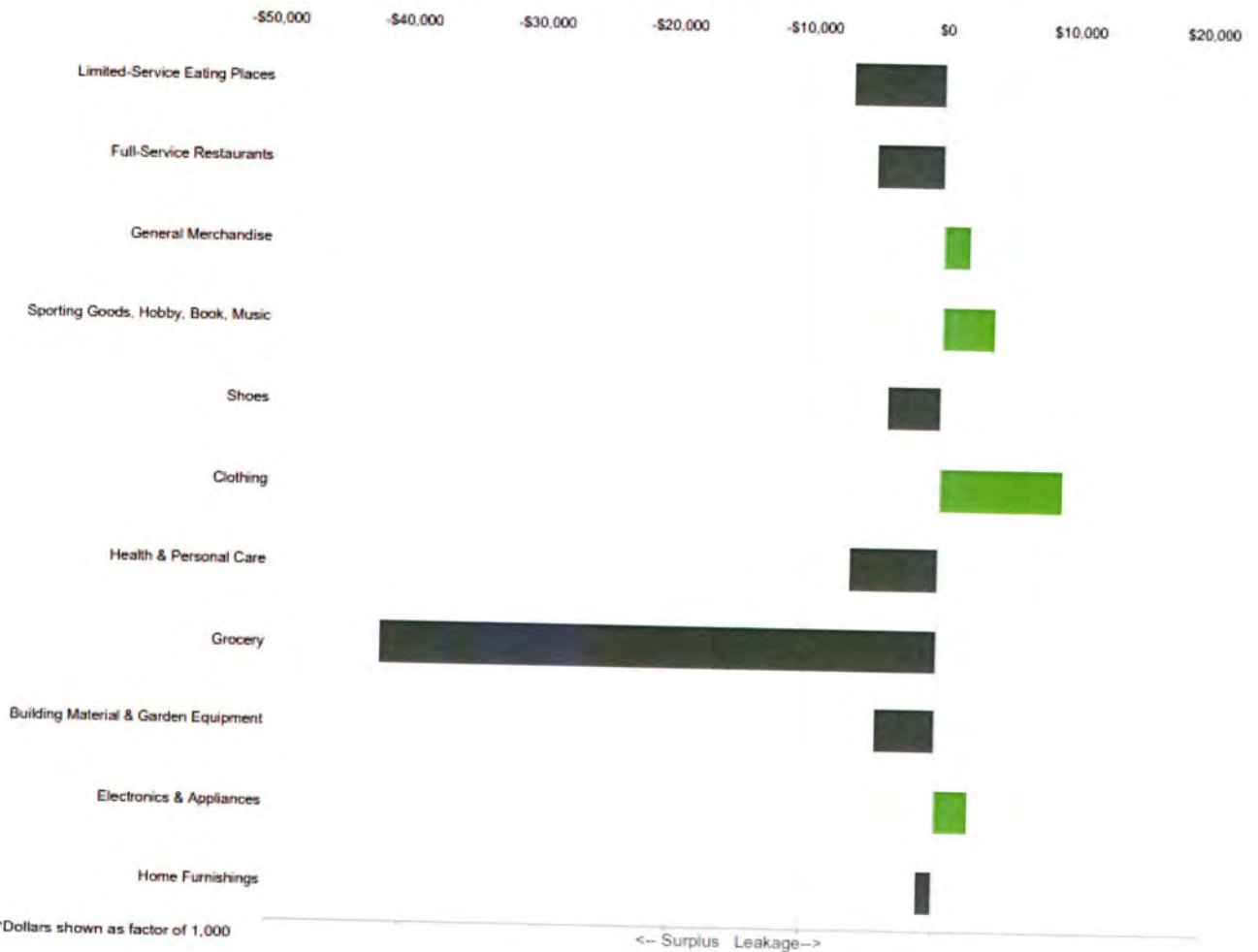
Walmart		3 miles	5 miles	0-10 min	0-20 min	2021
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DEMOGRAPHIC OVERVIEW

Current Year Estimated Population	18,753	27,151	21,108	31,997
Number of Households	7,799	11,095	8,715	13,054
Average Home Value	\$ 107,063	\$ 125,969	\$ 113,383	\$ 139,249
Population Growth % ('21-'26)	2.5%	2.6%	2.6%	2.7%
Current Year Average Age	40.5	40.7	40.3	41.3
Current Year Median Household Income	\$ 41,542	\$ 45,169	\$ 42,286	\$ 47,254
Current Year % Bachelor's Degree	14.8%	18.5%	15.7%	19.4%
Number of Businesses	562	704	629	768
Total Number of Employees	11,020	14,140	12,351	15,038
Daytime Population	21,736	31,904	25,099	35,656

Opportunity Gap within 20 min

CONSUMER DEMAND AND SUPPLY (OPPORTUNITY GAP)



Discover: Real Estate Analysis & Communication

discover

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this, we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment, highest and best use, or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.



Community Input

Throughout the life of our partnership we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will schedule a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From day one, our process is built around creating a relationship with you and getting communication and information flowing to one another. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.

Connect: Retail Education & Recruitment



Retail Education

In 2016 Retail Strategies created Retail Academy which is an award-winning educational service that empowers community leaders and teaches best practices for marketing their community to expanding businesses.

Following Retail Academy, community leaders will leave with a better understanding of the retail industry and valuable knowledge to position your market as a primary destination for new retail and restaurants.

While Retail Strategies will be performing the heavy task of retail recruitment, we believe it is important for our Clients to also understand the process so they can be better leaders in their community.



Course Topics

- ✓ Intro: Retail Trends
- ✓ 5 Benefits of Retail Development
- ✓ 5 Steps to Organize for Retail Recruitment
- ✓ 5 Keys for Successful Retail Recruitment
- ✓ 5 Toolbox Essentials
- ✓ 5 Steps for Successful Implementation

Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community.

Your team will reach out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Conference Representation

Each year our team attends more than a dozen retail real estate conferences. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities in your community.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference, you will receive an update on who we met with, what was said, and what our next steps are.



Advance: Reporting & Collaboration



Reporting & Collaboration

Reporting and communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure: 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a "no" as we can from the "yes". We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



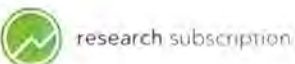
Retail Trends & Access

Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities.

Throughout the life of our partnership we will continuously provide updates on industry trends and expansion.



We engage leaders within the retail industry to provide a deeper understanding of what is happening within the industry.



Through our partnership, your community has 24/7 access to the best data and analytical tools available. Whether it is a request directly from our Client, or from a local property owner, we are here to provide valuable data and insights to ensure the maximum opportunity for growth to occur.

Our Process

Downtown Roadmap

Creating a strategic plan is a crucial first step in determining the vision and path for your downtown.

Oftentimes, community leaders are fearful of investing in a master plan that will ultimately “sit on a shelf.”

With Downtown Strategies, we meet communities where they are. We build on your existing plans and ideas rather than reinventing the wheel and duplicating efforts. *What we deliver, you can implement.*

Critical factors for successful implementation:

- Community Buy-In
- Communication
- Support
- Resources

The Five Pillars

Through our Downtown Strategic Visioning process, we assess the five pillars of your downtown’s mix to provide a true **downtown roadmap**.



Palmdale, California

“... our team has been aggressive in making sure we are implementing strategic efforts in maneuvering Palmdale to be better prepared for the post-COVID-19 economic marketplace. That’s why we hired Retail Strategies.”

Luis Garibay, Director Economic & Community Development



Scope of Services: Downtown Strategic Plan

Support from your immediate team isn't enough to see transformational change within your community. Our workshops generate the needed **community buy-in** from stakeholders to ensure that all parties with a vested interest believe in the vision and are committed to successful implementation.

Once stakeholders leave our session, they're excited, eager, and ready to contribute to the successful implementation of the overall vision. Consistent **communication** between our team, your team, and stakeholders is critical to maintain the momentum and commitment.

Strategic Visioning Workshop

- We begin the process with a detailed kick-off call to introduce our team and examine the current status of your Downtown.
- An electronic community input survey will be circulated to gain insight on your Downtown's past, present, and future.
- Next, we host an in-market stakeholder input session with property owners, merchants, business owners, community leaders, and elected officials to gain feedback and allow open dialogue.

Market Analysis

- Identification of market trade area using mobile data analysis
- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Consumer Spending Pattern Reports
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Walkability Assessment
- Downtown Neighborhood Demographics

Downtown Five-Year Strategic Plan

Your downtown will be evaluated and a customized, strategic, asset-based, and market driven plan will be presented to your team. This plan will include practical, actionable, and transformational strategies defined and developed considering the following:

- Connectivity & Walkability
- Landscaping & Streetscapes
- Public Art
- Historic Preservation
- Special Events & Promotions
- Wayfinding Signage
- Transportation & Parking
- Messaging & Branding
- Hospitality
- Retail & Restaurant Recruitment
- Backfilling Vacancies
- Real Estate Analysis
- Supporting Entrepreneurs
- Incentives & Financial Tools
- Zoning & Codes
- Identifying Partnerships
- Catalyst Projects
- Community Input Survey Results



Walkability Assessment

80

What's your Community's Walk Score?

A walkable downtown is highly desirable by consumers, local businesses, and municipal leaders. But what makes a walkable downtown and how do you improve your community's walkability?

A community's walk score is determined by analyzing 3 factors: **walkable distance** between boundaries, presence of a **comprehensive network of pathways** designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers **necessary for regular life**.



KEY FACTS

5,909

Population

34.1

Median Age

2.6

Average Household Size

\$36,803

Median Household Income

\$19,595

Per Capita Income

\$14,993

Median Year Worth

- 90-100 **Walker's Paradise**
Daily errands do not require a car
- 70-89 **Very Walkable**
Most errands can be accomplished on foot
- 50-69 **Somewhat Walkable**
Some errands can be accomplished on foot
- 25-49 **Car-Dependent**
Most errands require a car
- 0-24 **Car-Dependent**
Almost all errands require a car

BUSINESSES

472

Total Businesses

8,698

Total Employees

EMPLOYMENT

44%

White Collar

43%

Blue Collar

12%

Services

8.1%

Unemployment Rate

EDUCATION

13%

No High School Diploma

High School Graduate

Some College

Bachelor's/Grad/Prof Degree

HOUSING STATS

\$78,162

Median Home Value

\$5,286

Average Spent on Mortgage & Basis

\$531

Median Contract Rent

The following demographics represent the **population of residents** within a **20-minute walk time** of the Downtown Study Area. A walk time from one Downtown boundary to the next that exceeds 20 minutes is not considered walkable.

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.

Recommendations: Your Timeline

 **NOW**
no cost

These recommendations can be implemented now, with **minimal cost** and for **immediate impact**.

 **YEAR 1-2**
minimal investment

Plan now to implement these recommendations in the next 1-2 years.

With **proper partnerships & persistence**, these initiatives will elevate your community with reasonable investment.

 **YEAR 3-5**
long-term investment

These recommendations represent substantial projects requiring long-term investment.

Position your community for **transformational change**.



Sample Design Recommendation: Zachary, LA

Partnership Timeline



Day 1-30

DISCOVERY

Kick-off Call
Workshop Schedule
Community Input Survey

STEP 01

We begin the process of your Downtown Strategic Visioning Workshop with a detailed conference call with your team to introduce ourselves and examine the current status of your Downtown area.

We'll learn about your community and Downtown organization's governance structure, discuss goals that have already been internally identified, and uncover existing roadblocks to your community achieving its highest purpose.

STEP 02

Next, we'll engage in a detailed discovery phase, in which our team will independently analyze customized data regarding your community's retail mix, economic vitality, and opportunities for growth.



Day 30-60

STRATEGIC VISIONING WORKSHOP & WALKING TOUR

An **in-market process** where our team engages stakeholders, merchants, and community leaders in thought provoking conversation, combined with independent discovery and market analysis, to provide a strategic, asset-based and market driven plan.



Day 60 - 120

FIVE-YEAR DOWNTOWN STRATEGIC VISION

Strategic Plan created and delivered

Includes:

- Market Analysis
- Community input survey results
- Market driven and asset-based transformation strategies

The timeline of our overall partnership(s) will be established upon execution of a contract and further defined during the partnership kick-off call(s).

Your Team

Robert Jolly, Principal & CEO, Retail Strategies



Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

He serves CEO of Retail Specialists, overseeing the development, management, and human capital aspects of the company. He is the visionary for Retail Specialists, leading not only the direction and entrepreneurial ventures for the company but also acting as a mentor for many team members.

Mead Silsbee, Principal & CFO, Retail Strategies



Mead Silsbee co-founded Retail Strategies in 2011 and brings decades of real estate experience to the company. He also serves as the CFO of Retail Specialists, Retail Strategies' sister company.

Joe Strauss, CCIM, Vice President of Development



Joe Strauss is the vice president of development for Retail Strategies. Joining the team in 2014, he started working in real estate when he was a college student. After graduation from the University of Alabama, he started in property management and then went into sales in 2009 when he got his real estate license.

Joe has great relationships in the Southeast, Midwest and West coast with tenant rep brokers, retailers, and developers and is trusted by all of the professionals in the commercial real estate business. He has worked with more than 65 cities throughout the country and has successfully recruited many retailers to his client markets.

Kam South, Portfolio Director



Kam South is a portfolio director at Retail Strategies serving as a liaison with community leaders in client cities throughout the Midwest. He works in Arkansas, Kansas, Indiana, Missouri, and Oklahoma. In this role, Kam serves as the main point of contact between the Retail Strategies team and its clients, and makes outreach to real estate professionals on behalf of the community.

Kam brings a new skill set to Retail Strategies, having spent nearly a decade in hospitality and tourism leadership with Point Clear Holdings and Larry Blumberg and Associates. Additionally, Kam's time in public service includes campaigning, field organization, foreign affairs, and non-profit work.

He earned his MBA in Hospitality and Tourism Management from Florida Atlantic University and received his bachelor's degree in Political Science and Government Affairs from Miles College. Kam is currently working toward his Ph.D. in Policy Analysis and Management from Cornell University.

Kam has been the recipient of multiple humanitarian awards including being recognized on the Southern Poverty Law Center's "Wall of Tolerance." Outside the office, he enjoys fishing, hunting, wakeboarding, and skydiving. Kam is currently working on his Private Pilot License (PPL) and competitively races cars and motorcycles.

Jack Blankenship, Retail Development Coordinator



As a Retail Development Coordinator, Jack focuses on recruitment by identifying retail, restaurant, and hospitality companies to fill gaps within his client communities. His primary role is to leverage industry relationships with the brokerage and development community to assist retail expansion into the Midwest and Florida.

Prior to joining the Retail Strategies team, Jack worked for Techtronic Industries as an Event Marketing Specialist where he marketed, sold, and oversaw millions of dollars in company product at two of the world's largest retailers.

John Tiedt, Business Developer



John Tiedt is a business developer for Retail Strategies where he works with municipal leaders in the Midwest to craft and execute retail recruitment and community development strategies.

Prior to Retail Strategies, John worked for GovDeals in several different roles, where he partnered with local governments to sell their surplus assets. His unique background with experience in both government and sales brings a refined approach and perspective to the business development team.

Your Team

Jenn Gregory, President, Downtown Strategies



Jenn is the president of Downtown Strategies, where her focus is on community development for our client communities. Through her Downtown Strategic Visioning Workshop process, Jenn advises communities on market analysis, tourism, economic vitality, and design updates for downtown areas. She also directly assists small businesses in client communities with elevating their digital presence, enhancing their omni-channel marketing strategies, and understanding market challenges in a post-COVID world.

She joined Retail Strategies with a 13-year career in community development and downtown revitalization. She previously served as the Chief Executive Officer of the Greater Starkville Development Partnership, a community development umbrella organization that consists of the Starkville Area Chamber of Commerce, Starkville Visitors & Convention Council, Oktibbeha County Economic Development Authority, and Starkville Main Street Association.

Jeremy Murdock, Community Development Specialist, Downtown Strategies



As the Community Development Specialist for the Downtown Strategies Team, Jeremy utilizes his background in landscape architecture and urban design to analyze the physical condition of our clients' downtown areas. In addition to facilitating strategic visioning workshops and developing strategic plans, he helps community leaders take action by coordinating efforts with our downtown implementation clients.

Prior to joining Retail Strategies, he had a nearly 15-year career in the rural community development field with Mississippi State University working with communities across the Southeast. Jeremy is also extremely involved in his own community of Starkville, Mississippi, and is currently serving as the Vice President of the local Main Street Association board.

Elliott Cook, Director of Real Estate, Downtown Strategies



As the director of real estate, Elliott conducts workshops and executes our Downtown Strategic Plans with a focus on local real estate assets. Elliott specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area. His primary role is to leverage industry relationships and knowledge to assist retailers' expansion in our client communities.

Laura Marinos, Director of Client Services, Downtown Strategies



As the Director of Client Services, Downtown Strategies Laura oversees the day-to-day management and implementation of services for downtown clients. She specializes in market research, strategic plans, project coordination, and team operations for the Downtown Strategies division of Retail Strategies. Acting as a liaison between clients and the operations team, Laura's attention to detail and knack for processes make for an excellent client experience.

Timeline & Investment

The timeline of our overall partnership(s) will be established upon execution of a contract and further defined during the partnership kick-off call(s).

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.

Pricing valid for 60 days

	Product	Investment
Year 1	Retail Recruitment Services	\$45,000
	Downtown Five-Year Strategic Plan & Implementation Support	\$25,000
	Total Year 1 Investment	\$70,000
Year 2	Retail Recruitment Services	\$45,000
	Total Year 2 Investment	\$45,000
Year 3	Retail Recruitment Services	\$45,000
	Total Year 3 Investment	\$45,000
Total Partnership Investment		\$160,000



AMERICAN RESCUE PLAN ACT

Final Rule Brief

Economic Development Update

The U.S. Treasury released the final rule on January 6, 2020 for the State and Local Coronavirus Fiscal Recovery Fund (SLFRF) authorized under the American Rescue Plan Act (ARPA.) The final rule goes into effect on April 1, 2022; however, cities and other recipients can choose to take advantage of the final rule's flexibility and simplifications immediately.

In this overview, we've highlighted expanded provisions and new details specifically related to economic development programs and initiatives in cities and other localities. The full text of Treasury's [final rule](#) can be found here.

Immediate Action

The final rule will take effect April 1, 2022; however, cities can choose to take advantage of the final rule's flexibility and simplifications immediately.



Broad Flexibility & Simplicity

The final rule “provides state, local, and tribal governments with even broader flexibility to pursue a wider range of uses to respond to local public health and economic needs — as well as greater simplicity, so they can focus on responding to the needs in their communities and maximizing the impact of their funds,” according to the Treasury’s press release.

The Largest Update in the Final Rule

Permits localities to utilize up to \$10,000,000 (often a localities entire allotment) in general governmental services, without having to account for a specific loss or without having to adhere to formulas.

In layman’s terms: This funding has allowability for **BROAD** use, with **MINIMAL** restrictions, and **NO** requirement for justification of lost revenue during the pandemic.

Economic Development Specifics

Standard Allowance for Lost Revenue

A significant update to the final rule relates to the calculation of lost revenues, which now allows a city to use the funds for almost any governmental purpose. The rule now provides an alternative to the complex calculation of lost revenues by allowing recipients to use a “standard allowance” option, which assumes the recipient experienced a revenue loss equal to the lesser of their full ARPA distribution or \$10 million.

Recipients that select the standard allowance may use that amount — in many cases their full award — for government services, with streamlined reporting requirements.

Recipients must choose one of the two options (calculating actual lost revenue or taking the standard allowance) and cannot switch between these approaches after an election is made.

What’s classified as a government service?

Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise. Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions section and apply to all uses of funds, apply to government services as well.



Acquisition of Property & Capital Expenditures

The final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic.

Negative Economic Impacts of COVID

Supporting Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

- Small businesses operating in Qualified Census Tracts
- Small businesses operated by Tribal governments or on Tribal lands
- Small businesses operating in the U.S. territories

Assistance to disproportionately impacted **small businesses** includes the following uses:

- Rehabilitation of commercial properties, storefront improvements & façade improvements
- Technical assistance, business incubators & grants for start-up or expansion costs for small businesses

General Capital Expenditures

Expenditures must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

No pre-approval is required; however, some expenditures require recipients to complete and meet the requirements of a written justification for capital expenditures as part of their regular reporting.

The following capital projects are considered **ineligible**:

- Construction of new correctional facilities as a response to an increase in rate of crime
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries



Restrictions

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- For all recipients except for Tribal governments: No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- For all recipients: No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Treasury Documents

1. [The Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule](#) provides information on the effective date and a brief summary of changes and additional requirements.
2. [The Overview of the Final Rule](#), is a user guide that boils the rule text down into an easy-to-understand summary. The Overview of the Final Rule includes a non-exhaustive list of projects that recipients can undertake with ARPA funds without undergoing additional independent analysis.

If you have questions on how your dollars can be spent for economic development initiatives, contact us at info@retailstrategies.com



SALES TAX

FOR

100

RETAILERS

2021

source: NRF & NRN

www.retailstrategies.com

Retailer	(2020) Estimated Sales (millions)	(2020) Total Units	Estimated Avg. Unit Sales	Avg. Employees	Estimated Annual City Sales Tax @ 2%
7-Eleven	\$18,660	9,046	\$2,062,790	11	\$41,256
Academy	\$5,040	259	\$19,459,459	95	\$389,189
Aldi	\$31,120	2,586	\$12,034,029	45	\$240,681
Another Broken Egg Cafe	\$88	75	\$1,172,900	48	\$23,458
Applebee's	\$2,785	1,604	\$1,736,200	51	\$34,724
Arby's	\$3,951	3,374	\$1,171,100	23	\$23,422
AutoZone	\$10,050	5,724	\$1,755,765	13	\$35,115
Bed Bath & Beyond	\$11,420	1,423	\$8,025,299	38	\$160,506



**SALES TAX
FOR
100
RETAILERS**

Retailer	(2020) Estimated Sales (millions)	(2020) Total Units	Estimated Avg. Unit Sales	Avg. Employees	Estimated Annual City Sales Tax @ 2%
Belk	\$4,490	292	\$15,376,712	85	\$307,534
Best Buy	\$40,040	995	\$40,241,206	105	\$804,824
Big Lots	\$5,320	1,404	\$3,789,174	25	\$75,783
BJ's Restaurant and Brewhouse	\$786	209	\$3,760,600	95	\$75,212
Bojangles	\$1,289	756	\$1,705,600	14	\$34,112
Buffalo Wild Wings	\$4,061	1,267	\$3,205,200	44	\$64,104
Buffalo Wings & Rings	\$98	60	\$1,628,000	40	\$32,560
Burger King	\$9,657	7,012	\$1,377,200	18	\$27,544
California Pizza Kitchen	\$525	155	\$3,389,700	80	\$67,794
Chick-Fil-A	\$10,804	2,675	\$4,038,800	44	\$80,776
Chili's	\$3,214	1,232	\$2,608,900	60	\$52,178
Chipotle Mexican Grill	\$5,500	2,580	\$2,131,783	32	\$42,636
Cold Stone Creamery	\$355	925	\$384,100	11	\$7,682
Costco	\$111,750	542	\$206,180,812	185	\$4,123,616
Cracker Barrel	\$2,174	660	\$3,293,600	92	\$65,872
CVS Health Corporation	\$88,510	9,909	\$8,932,284	28	\$178,646
Dairy Queen	\$3,980	4,361	\$912,600	15	\$18,252
Dave & Busters	\$811	139	\$5,837,300	61	\$116,746
Denny's	\$2,401	1,504	\$1,596,100	35	\$31,922
Dick's Sporting Goods	\$8,750	847	\$10,330,579	55	\$206,612
Discount Tire	\$4,910	1,043	\$4,707,574	16	\$94,151
Dollar General	\$27,750	16,368	\$1,695,381	11	\$33,908
Dollar Tree	\$23,240	15,059	\$1,543,263	12	\$30,865
Domino's	\$7,355	6,343	\$1,159,500	18	\$23,190
Dunkin'	\$8,343	8,703	\$958,600	11	\$19,172
Firehouse Subs	\$755	1,144	\$660,000	14	\$13,200



Retailer	(2020) Estimated Sales (millions)	(2020) Total Units	Estimated Avg. Unit Sales	Avg. Employees	Estimated Annual City Sales Tax @ 2%
First Watch	\$403	377	\$1,070,000	20	\$21,400
Five Guys	\$1,566	1,400	\$1,118,300	20	\$22,366
Freddy's Frozen Custard & Steakburgers	\$643	391	\$1,645,200	30	\$32,904
Freshens	\$93	167	\$558,000	8	\$11,160
Fuzzy's Taco Shop	\$200	140	\$1,427,200	25	\$28,544
GameStop	\$4,220	3,642	\$1,158,704	8	\$23,174
Gap	\$13,270	2,337	\$5,678,220	21	\$113,564
Golden Corral	\$1,483	452	\$3,281,200	21	\$65,624
H.E.B. Grocery	\$26,000	333	\$78,078,078	250	\$1,561,562
Hobby Lobby Stores	\$5,490	913	\$6,013,143	39	\$120,263
Hooters	\$841	330	\$2,548,700	62	\$50,974
Hy-Vee	\$11,010	277	\$39,747,292	175	\$794,946
IHOP	\$2,515	1,678	\$1,498,500	40	\$29,970
Jack In The Box	\$3,606	2,239	\$1,610,700	24	\$32,214
Jamba	\$501	714	\$702,100	14	\$14,042
Jersey Mike's	\$1,287	1,840	\$699,600	11	\$13,992
Jimmy John's	\$2,185	2,759	\$791,900	22	\$15,838
KFC	\$4,701	3,959	\$1,187,400	20	\$23,748
Kohl's	\$18,920	1,171	\$16,157,131	80	\$323,143
Krispy Kreme	\$876	362	\$2,420,600	13	\$48,412
Little Caesars	\$3,776	4,083	\$924,800	16	\$18,496
Lowe's Companies	\$65,510	1,727	\$37,932,831	140	\$758,657
McDonald's	\$40,410	13,846	\$2,918,532	31	\$58,371
Mellow Mushroom	\$423	179	\$2,360,500	36	\$47,210
Moe's Southwest Grill	\$677	676	\$1,001,000	19	\$20,020
Office Depot	\$6,000	1,307	\$4,590,666	21	\$91,813
Olive Garden	\$3,547	867	\$4,091,100	70	\$81,822
O'Reilly Auto Parts	\$10,150	5,439	\$1,866,152	11	\$37,323

SALES TAX
FOR
100
RETAILERS

Retailer	(2020) Estimated Sales (millions)	(2020) Total Units	Estimated Avg. Unit Sales	Avg. Employees	Estimated Annual City Sales Tax @ 2%
P.F. Chang's	\$767	185	\$4,145,600	112	\$82,912
Panda Express	\$3,601	2,244	\$1,604,700	13	\$32,094
Panera Bread Company	\$6,040	2,172	\$2,780,847	38	\$55,617
Peet's Coffee & Tea	\$295	244	\$1,207,100	16	\$24,142
PetSmart	\$11,860	1,522	\$7,792,378	35	\$155,848
Pizza Hut	\$5,402	7,172	\$753,200	22	\$15,064
Popeyes	\$4,581	2,595	\$1,765,100	15	\$35,302
Pressed Juicery	\$55	94	\$586,600	5	\$11,732
Publix Super Markets	\$38,130	1,479	\$25,780,933	78	\$515,619
Qdoba	\$764	688	\$1,109,700	12	\$22,194
Raising Cane's	\$1,723	509	\$3,384,100	36	\$67,682
Red Lobster	\$2,237	673	\$3,324,600	82	\$66,492
Ross Stores	\$16,020	1,805	\$8,875,346	32	\$177,507
Save-A-Lot	\$7,170	1,230	\$5,829,268	20	\$116,585
Sephora (LVMH)	\$5,900	420	\$14,047,619	22	\$280,952
Shake Shack	\$530	204	\$2,597,900	12	\$51,958
Sonic Drive-In	\$4,361	3,498	\$1,246,800	24	\$24,936
Sprouts Farmers Market	\$5,630	340	\$16,558,824	92	\$331,176
Starbucks	\$18,718	15,337	\$1,220,400	16	\$24,408
Steak N Shake	\$769	502	\$1,532,400	30	\$30,648
Subway	\$9,167	22,177	\$413,400	8	\$8,268
Taco Bell	\$11,308	7,249	\$1,559,900	22	\$31,198
Taco Bueno	\$137	132	\$1,035,300	21	\$20,706
TCBY	\$95	177	\$533,700	6	\$10,674
Texas Roadhouse	\$2,365	574	\$4,120,500	75	\$82,410
TGI Fridays	\$874	336	\$2,602,300	65	\$52,046
The Cheesecake Factory	\$1,527	191	\$7,995,700	210	\$159,914



Retailer	(2020) Estimated Sales (millions)	(2020) Total Units	Estimated Avg. Unit Sales	Avg. Employees	Estimated Annual City Sales Tax @ 2%
The Home Depot	\$102,170	1,973	\$51,784,085	150	\$1,035,682
TJX Companies	\$31,480	3,247	\$9,695,103	40	\$193,902
Tractor Supply Co.	\$8,340	2,024	\$4,120,553	40	\$82,411
Tropical Smoothie Cafe	\$586	939	\$624,500	7	\$12,490
Ulta Salon, Cosmetics & Fragrance	\$7,400	1,254	\$5,901,116	31	\$118,022
Verizon Wireless	\$21,560	6,461	\$3,336,945	8	\$66,739
Waffle House	\$1,224	1,952	\$627,000	20	\$12,540
Wendy's	\$9,760	5,852	\$1,667,806	18	\$33,356
Which Wich	\$248	432	\$573,000	10	\$11,460
Wingstop	\$1,608	1,359	\$1,183,600	13	\$23,672
Zaxby's	\$1,943	913	\$2,128,500	25	\$42,570

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 229-2022 - a resolution approving a temporary wage rate adjustment for Street Maintenance Supervisor

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 229-2022

DISCUSSION: Please see attached.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

The Public Works Superintendent has accepted another position within the City. The current position is posted and we are accepting applications. Our first round of application reviews took place September 16. We are in the process of scheduling interviews.

While we continue the interview and selection process, we would like to appoint Street Maintenance & Patch Crew Supervisor Robin Fitzsimmons as the Interim Superintendent. Robin will assume the responsibilities associated with the Superintendent. To compensate for the additional responsibilities during this temporary period, staff is recommending an hourly wage adjustment of \$4.87 per hour. This amount is 1/2 the difference in compensation between the two positions and what the practice has been done in the past.

RESOLUTION NO. 229-2022

**RESOLUTION APPROVING A TEMPORARY WAGE RATE ADJUSTMENT
FOR STREET MAINTENANCE SUPERVISOR**

WHEREAS, the absence of the Public Works Operations Superintendent has created a void in areas of staff supervision and performance of essential job duties; and

WHEREAS, this City Administration is looking to fill the vacancy in some form by hiring a position to resume these responsibilities at a minimum; and

WHEREAS, Robin Fitzsimmons, the current Street Maintenance Supervisor, has agreed to step in to assist with assuming a majority of the duties and responsibility of the Public Works Operations Superintendent in the interim.

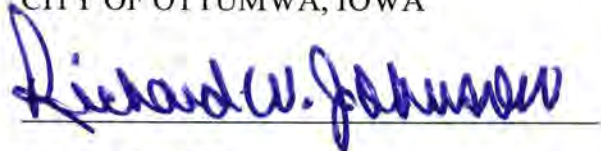
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that Robin Fitzsimmons, the current Street Maintenance Supervisor receive additional compensation due to increased responsibility and authority in the amount of \$4.87 per hour over and above the normal rate of pay retroactive to September 11, 2022; and

BE IT FURTHER RESOLVED, the additional compensation would continue until the replacement for the vacancy created by the departure of the Public Works Operations Superintendent is remedied or upon further action of the City Council; and

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

APPROVED, PASSED AND ADOPTED, this 20th day of September, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #230-2022. Approve Change Order #3 for the Campground Shower House and Office Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #230-2022.

DISCUSSION: Change order #3 will involve adding an ice dam and moisture barrier to the roof, and also removing 2 tree root balls by the North side of the building. The original contract amount with RG Construction was \$573,672. Change order #1 was for #595, which increased the contract amount to \$574,467. Change order #2 was for \$15,250, which increased the contract amount to \$589,717. Change order #3 is for \$3,425, which increases the contract amount to \$593,142.

Source of Funds: CIP, Grants, ARPA Funds.

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION #230 -2022

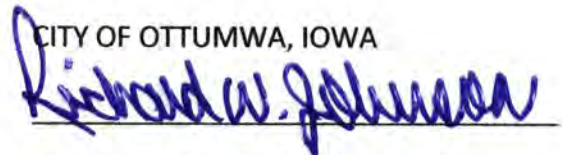
A RESOLUTION APPROVING CHANGE ORDER #3 FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE AND OFFICE PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with RG Construction of Ottumwa, Iowa on June 21, 2022; and

WHEREAS, Change order #3 increases the contract amount by \$3,425, resulting in a new contract sum of \$593,142.

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

APPROVED, PASSED, AND ADOPTED, this 20TH day of September, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christine Reinhard, City Clerk

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> City Campground Shower and Off Ottumwa Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: June 07, 2022	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: September 9, 2022
OWNER: <i>(name and address)</i> City of Ottumwa 105 E 3rd Street Ottumwa, Iowa 52501	ARCHITECT: <i>(name and address)</i> Willett Hofmann & Associates 625 32nd Avenue SW Cedar Rapids, Iowa 52404	CONTRACTOR: <i>(name and address)</i> RG Construction, Inc. 215 E 4th Street Ottumwa, Iowa 52501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Add ice dam and moisture barrier at roof- Add \$1,750.00
2. Remove root ball in building area- Add \$1,675.00

Total this change order:

The original Contract Sum was	\$	<u>573,872.00</u>
The net change by previously authorized Change Orders	\$	<u>15,845.00</u>
The Contract Sum prior to this Change Order was	\$	<u>589,717.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>3,425.00</u>
The new Contract Sum, including this Change Order, will be	\$	<u>593,142.00</u>
The Contract Time will be unchanged by zero (0) days.		
The new date of Substantial Completion will be the same		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Willett Hofmann & Associates

ARCHITECT *(Firm name)*


SIGNATURE

Allen M. Varney III, Project Archite
PRINTED NAME AND TITLE

September 9, 2022
DATE

RG Construction, Inc

CONTRACTOR *(Firm name)*


SIGNATURE

Rod Grooms, President
PRINTED NAME AND TITLE

9.9.2022
DATE

City of Ottumwa

OWNER *(Firm name)*


SIGNATURE

Richard W. Johnson, Mayor
PRINTED NAME AND TITLE

9.20.2022
DATE



215 E. FOURTH STREET
OTTUMWA, IA 52501
WWW.RGCONSTRUCTIONCOMPANY.COM
PHONE: 641.954.9898
FAX: 641.316.8181

PROPOSAL REQUEST

To: Willet Hofmann
Attention: Allen Varney
Address: 625 32nd Ave. SW
Cedar Rapids, IA 52404

Date: 09/06/2022
Office: 319-378-1401

JOB NAME	JOB NUMBER	JOB ADDRESS
Ottumwa Shower House		

PROPOSAL SUMMARY	AMOUNT
Root Balls	\$1,675.00

- Remove two root balls from the building perimeter.
- Trencher was rented for 9/6, so will need to rent trencher again due to root ball is in the way of stoop trenching. Rental is \$175 plus delivery.
- 5 hours of Excavator at \$175/hour plus delivery.
- Backfill with rock and compact under sidewalk area.



215 E. FOURTH STREET
OTTUMWA, IA 52501
WWW.RGCONSTRUCTIONCOMPANY.COM
PHONE: 641.954.9898
FAX: 641.316.8181

PROPOSAL REQUEST #4

To: Willet Hofmann
Attention: Allen Varney
Address: 625 32nd Ave. SW
Cedar Rapids, IA 52404

Date: 09/07/2022
Office: 319-378-1401

JOB NAME	JOB NUMBER	JOB ADDRESS
Ottumwa Shower House		

PROPOSAL SUMMARY	AMOUNT
Roof Barrier	\$1,750.00

- Install Owens corning weather lock self sealing ice and water barrier on entire roof.

CITY OF OTTUMWA
Staff Summary

2022 SEP 15 11 54 AM
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #236-2022 - Approve resolution approving Leadership training for City Leaders

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #236-2022

DISCUSSION: See attached

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: Yes

Attached is a summary of the training that we are requesting to enroll our employees in to.

Our approximate cost for this training is \$41,500. This includes a \$3,000 discount for bulk ordering printed materials for the training. This training will be for up to 40 supervisors (or potential supervisors). The maximum price per employee for this training will be \$1,037.50.

The Ottumwa Regional Legacy Foundation has agreed to support this effort and will be providing \$10,000 in funding to assist with this project. That will bring our costs down to a maximum of \$31,500 or \$787.50 per employee.

One condition from the Legacy Foundation pertaining to this training is to complete a baseline for employee culture and satisfaction. This was something that was in the works and we will expedite the timeline for this. We will administer the survey no later than December of 2022 and will follow up in one year to identify the progress made.

Funding for this training will come from our Risk Management fund.

RE: Leadership Training for City leaders

The City of Ottumwa has identified a need for training for our employees, specifically in leadership positions. Through interactions and feedback from employees of all levels, we have heard concerns regarding communication and teamwork.

One of our goals is to break down the silos within the City. This is done by enhancing that communication amongst all employees which has an effect on the communication with citizens. Some of these silos are there due to lack of trust, lack of listening skills and false expectations. This has caused teamwork to erode and in some cases, cease to exist.

There are some great strides that have been made in the past few years. We need to capitalize on those but continue pushing forward. Providing leadership training for our employees invests in them and also helps our organization become better.

We estimate 25% of our workforce will be retiring in the next five years. To prepare for this turnover, we need to train our current leaders on the behaviors necessary to be successful as well as get our team of future leaders ready to step into those vacant roles.

Selection

We do plan on all leaders to eventually participate in the Leadership Academy offered through the Legacy Foundation. We need to start something now to give our leaders tools to lead us now and a base to start from. We have done some research on different programs that are available.

There are programs that are available online but must be pieced together. There is not one all-encompassing to introduce the concepts that build the foundation. The programs that do offer these are over many hours (many are two weeks or more) and cost on average of \$3000 or more person.

After soliciting feedback from other cities on what trainings or how they approached some of the different leadership challenges they have, David Harris and his program "Leadership Communication to Improve Teamwork" was recommended. The City of Muscatine has used this training for their supervisors for the year and a half and will be working to get all supervisors through it over the next year. Muscatine's HR Manager states the program:

- Improves consistency in the way supervisors view their role and consistency in the language they use to provide feedback
- Focuses supervisors on the organizational values and how to use them to address performance issues
- Gives supervisors a framework and more confidence in addressing personnel concerns
- Encourages supervisors to provide positive feedback and appreciation of employees when they do good work

Webster City is working currently with David to offer this training to their employees as well.

We also received an outstanding reference from another client, Genesis Health Systems who David has worked with for the past 20+ years.

Content

The content of David's training focuses on three major tenants: Leadership, Communication, and Teamwork.

The 10 modules that David focuses on discuss feedback, active listening, positive recognition, conflict resolutions and effective performance discussions. The training focuses on changing the processes within the city to allow us to meet our goals. Time is spent on the why with natural and interactive conversations to help drive these processes.

Costs

The approximate cost for this training will be \$41,500. This includes a \$3,000 discount for bulk ordering printed materials for the training.

This will include one 40-hour week long session for 40 supervisors. There will be three separate week long trainings that will be offered.

- January 23 – January 27, 2023
- March 6 – March 10, 2023
- May 15 – May 19, 2023

We will secure a room at the Bridge View Center. Included there will be lunch for the attendees.

*If we confirm after September 31, 2022, there will be an additional cost of \$3,000.

The price per employee for this training will be \$1,037.50.

Benefit

While this is a training that is geared towards our leadership teams, all our employees will benefit from this. Performance management will become impactful which means a greater outcome. Setting examples and providing valuable feedback can help our employees feel empowered and work towards our common objectives. Working with our leaders to recognize our employees and deliver meaningful and well-timed feedback helps them to grow.

Fine-tuning our communication skills can have an impact in our community as well. Our leaders communicate better with our employees which can be more productive. We are upholding our fiscal responsibility of being productive with the time we are spent working.

Part of Culture

Our intent is to take aspects of this training and work them into our policies and procedures. This will become part of our performance management philosophies, hiring policy, civil service practices, accident reviews, disciplinary processes and more. As we build on this training, we will continue to adapt and refine to our workforce and incorporate these trainings into what we accomplish daily.

RESOLUTION NO. 236-2022

RESOLUTION APPROVE LEADERSHIP COMMUNICATION TRAINING FOR CITY LEADERS

WHEREAS, the City of Ottumwa, Iowa desires to provide leadership communication training to our city leaders; and

WHEREAS, there currently is no specific leadership training that leaders through the City attend regularly and;

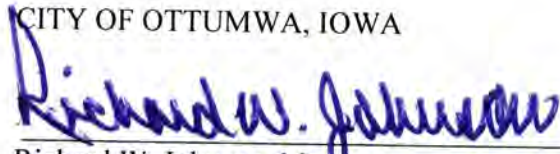
WHEREAS, the City of Ottumwa has reviewed the "Leadership Communication to Improve Teamwork" submitted by David Harris and finds that approval of said proposal, would be in the best interest of the City and the employees of the City and;

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

Authorize the City Administrator to sign the contract associated with the said Leadership Communication to Improve Teamwork program allowing David Harris to administer the training starting in January 2023.

PASSED, ADOPTED and APPROVED this 20th day of September, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

2022 Sep 15 11:10:12
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 237-2022 - Resolution Appointing a Deputy City Clerk and Establishing a Wage Rate for Associated Duties

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 237-2022

****ITEM REMOVED FROM AGENDA – NO LEGISLATIVE ACTION OCCURRED****

DISCUSSION: Section 2-81(a) of the City Code authorizes the city council to appoint a deputy city clerk. In accordance with code, deputies are "empowered to perform the duties of the officer [...] in the absence, incapacity, disability or inability of said officer to so serve. Additionally, Section 2-81(e) charges the city council with fixing the compensation when performing these duties.

Sherrie Jones has served previously as the acting city clerk and currently works in the office of the city clerk. Recent compensation adjustments for deputy / assistant roles has been ten percent above the individuals current rate of pay.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

1110.12

**** ACTION ITEM ****

Council Meeting of: Sep 20, 2022

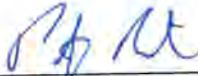
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 238-2022 - Resolution Adopting Revised Agenda Format.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 238-2022

DISCUSSION: On August 16, 2022 the city council approved Resolution 218-2022, a resolution approving the implementation of an agenda management software. In preparation of this work, city council had discussed potential revisions to the agenda formatting. Revisions to the agenda include some phrasing as well as re-ordering of broad agenda categories. The proposed date and time of the meetings have not changed.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 238-2022

RESOLUTION APPROVING THE FORMAT FOR CITY COUNCIL MEETINGS

WHEREAS, On August 16, 2022 the city council approved Resolution 218-2022 to enter into an agreement with OPG-3 for the implementation agenda management software; and

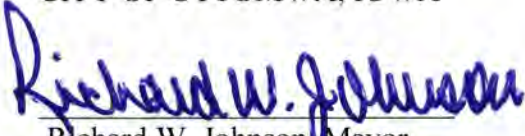
WHEREAS, the format of the agenda will be hard coded into the software; and

WHEREAS, the city council had previously met in a work session to provide suggestions to the agenda format.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, approve the attached agenda format and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 20th day of September, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

AGENDA FORMAT
OTTUMWA CITY COUNCIL

REGULAR MEETING NO.
LOCATION

DATE
TIME

PLEDGE OF ALLEGIANCE

A. ROLL CALL:

B. CONSENT AGENDA:

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

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

I. RESOLUTIONS:

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN



Citizen Input Request Form

9/20/22
Council Meeting Date

Name: JERRY PARKER

Address: 919 E. 4th St.

Item No. to Address: G 2
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF
OTTUMWA

Citizen Input Request Form

9.20.22

Council Meeting Date

Name: Keith Cayless

Address: 2851 W. L. Meadows

Item No. to Address: _____
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

Public Hearing #2
F-1 John Cooper

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



Citizen Input Request Form

9/20/2022

Council Meeting Date

Name: Josh Husted

Address: 1104 E Franklin Street, Bloomfield

Item No. to Address: _____

(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

Speak about a property with
concerns about scrapping metal.
(illegal activities)

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



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