



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 28  
Council Chambers, City Hall

September 21, 2021  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Berg, Dalbey, Roe, Meyers, Johnson and Mayor Lazio.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 26 on September 7, 2021 as presented.
  2. Acknowledgement of August financial reports and payment of bills as submitted by the Finance Department.
  3. Recommend re-appointments of Tom Hull and Dan Quinn to the Airport Advisory Board, terms to expire 10/1/2024.
  4. Canvasser/Solicitor application for the Workingman's Christmas Party to solicit donations within City Limits from October 30 to December 31, 2021.
  5. Resolution No. 180-2021, approving the contract, bond, and certificate of insurance for the Forrest Avenue Flood Wall Project.
  6. Resolution No. 185-2021, authorizing the three-year maintenance and services contract renewal with Technology Services & Solutions, Inc. for the IBM Finance Server for a total of \$14,283.
  7. Beer and/or liquor applications for: Ottumwa Grocery Store, 129-131 E. Second St.; Bubba-Q's, 1110 N. Quincy Ave.; Aldi, Inc., #73, 940 Quincy Ave.; transfer of temporary outdoor service area for Hotel Ottumwa, for event being held in Canteen Alley on 9/24/2021; Appanoose Rapids Fine Dining, 332 E. Main St., temporary premise transfer to 529 E. Main for an event on 10/2/2021; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Iowa League of Women Voters Forum – September 30, starting at 6:00 P.M., in Council Chambers.
2. Primary & City Election Dates
3. Fred Zesiger – Main Street Ottumwa update.

*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:

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Richmond Avenue Pump Station Improvements Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 179-2021, approving the plans, specifications, form of contract and estimated cost for the Richmond Avenue Pump Station Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 179-2021.

- 2. This is the time, place and date set to approve a Perpetual Electric Line Easement for Lot 17 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 181-2021, approving and authorizing the Mayor to execute a perpetual Electric Line Easement for Interstate Power & Light Company, an Iowa Corporation for Lot 17 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 181-2021.

- 3. This is the time, place and date set to approve a Perpetual Electric Line Easement for the Northwesterly 37 feet of Lot 11 in Dixon & Hutchinson's Addition to the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 182-202, approving and authorizing the Mayor to execute a perpetual Electric Line Easement for Interstate Power & Light Company, an Iowa Corporation for the Northwesterly 37 feet of Lot 11 in Dixon & Hutchinson's Addition to the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 182-2021.

- 4. This is the time, place and date set to approve and authorize execution of a Development Agreement by and between the City of Ottumwa and Cobblestone Hotel Development, LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 184-2021, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Cobblestone Hotel Development, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 184-2021.

#### H. RESOLUTIONS:

- 1. Resolution No. 177-2021, authorizing the Mayor to sign a grant application from the Iowa Department of Transportation for runway lighting repairs at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 177-2021.

2. Resolution No. 178-2021, removing two special assessments applied to 1202 Castle Street from Resolution No. 12-2021 on January 19, 2021 and Resolution No. 260-2020 on December 15, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 178-2021.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 9/17/21 TIME: 8:30 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on 9/21/2021 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 4503  
DEPT. ID 4717  
PGS. 4  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
96823269  
ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



CITY OF  
OTTUMWA

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\*\*\* TX REPORT \*\*\*  
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JOB NO.	4503	
DEPT. ID	4717	
ST. TIME	09/17 08:24	
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FILE NAME		
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
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MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on 9/21/2021 at 5:30 P.M.

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REGULAR MEETING NO. 26  
Council Chambers, City Hall

September 7, 2021  
5:30 O'Clock P.M.

The mtg. convened at 5:30 P.M.

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

Roe moved, seconded by Meyers to approve the following consent agenda items: Mins. from Regular Mtg. No. 25 on Aug. 17, 2021 as presented; Ack of June & July financial rpts. and pymt. of bills as submitted by Finance Dept.; Recommend appointment of Constance Lewis to Cemetery Brd. of Trustees, term to exp. 7/1/2028 due to a vacancy; Civil Service Commission Eligibility List for Aug. 25, 2021: Airport Line Technician Entrance; Approve appointment of Troy Fadiga to Pre-Treatment Coordinator for WPCF, on or about Sept. 12, 2021; Approve updated Salary Schedule eff. July 1, 2021; Approve Bid from Pierce Fence for \$11,100 for fencing along the lagoon adjacent to the Beach; Approve replacement of over-head garage door from Klodt Door Service for \$9,956 on the east side of PW Garage; Approve purchase of four galvanized light poles for PW Dept. for \$15,068; Approve replacement of a Vaughan Chopper Pump from Allied Systems Inc. for \$8,390 for WPCF; Approve purchase of thirty-eight LED Street lights for PW Dept. for \$13,181.25; Approve purchase of a Traffic Signal Microwave Detection System from MoboTrex for the signal at Hwy 149 and Woodland Ave. for \$22,215; Beer and/or liquor applications for: Reds Pub, 618 Church St.; adding Sunday Sales to current license and temp. OSA on 9/25/2021; Parkview Plaza/Hotel Ottumwa, 107 E. Second, temp. OSA for 9/17/2021; all applications pending final inspections. Councilperson Meyers requested clarification on the salary compensation; HR Dir. Codjoe responded; he also requested more clarification on the fencing for the Beach which Parks & Rec Dir. Rathje clarified. Motion carried 4-0 vote. Council Member Dalbey was absent.

Meyers moved, seconded by Berg to approve the agenda as presented. Motion carried 4-0 vote. Council Member Dalbey was absent.

City Admin. Rath reported RISE Project Completion Settlement; the City will need to reimburse IADOT \$342,913 from the \$830,000 grant that was awarded for the Iowa Ave. Recon. Project due to certain items not being completed on time; currently looking at three separate options for this. He also reported Primary Election on 10/5 and City Election on 11/2; Primary will narrow Council candidates from nine down to six, to fill three seats and Mayor candidates from three down to two to fill one seat. The election process can carry an intense focus on negative things going on in and around the city; want to promote positive interaction amongst the candidates and our current council and staff; we have made great strides in many things throughout the city and we do not want to lose sight of that.

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

This was the time, place and date set for a public hearing on the intent to adopt the Multi-Jurisdictional Hazard Mitigation Plan for Wapello County, IA. Wapello County EMC, Richmond, reported this plan is in place for the next 5 yrs.; it identifies projects we want to pursue while collaborating with area counties and cities; we will survey all jurisdictions annually for updates. No objections were rec'd. Roe moved, seconded by Berg to close the public hearing. Motion carried 4-0 vote. Council Member Dalbey was absent.

Meyers moved, seconded by Roe that Res. No. 171-2021, adopting the 2021 Multi-Jurisdictional Hazard Mitigation Plan for Wapello County, IA, be passed and adopted. Motion carried 4-0 vote. Council Member Dalbey was absent.

This was the time, place and date set for a public hearing to accept written or oral comments from the public on the spending plans for the 2021 Justice Assistance Grant (JAG) Program funds to be obtained from the Bureau of Justice Assistance. The 2021 JAG does not require a local match; the dept.'s proposed use of the funds is for the purchase of equip. to include the LEMUR Drone S Kit, with accessories and battery pack. No objections were rec'd. Berg moved, seconded by Johnson to close the public hearing. Motion carried 4-0 vote. Council Member Dalbey was absent.

Roe moved, seconded by Meyers to consider accepting the 2021 JAG Grant from the Bureau of Justice Assistance in the amount of \$19,839. Motion carried 4-0 vote. Council Member Dalbey was absent.

Meyers moved, seconded by Berg that Res. No. 169-2021, approve the MOU between the City of Ottumwa and the Ottumwa Police Union Teamster's Local #238, to clean up the language regarding officers holiday pay included in the current contract for the period of January 1, 2019 through June 30, 2023, be passed and adopted. Motion carried 4-0 vote. Council Member Dalbey was absent.

Roe moved, seconded by Berg that Res. No. 170-2021, approve the employee Light Duty Policy, be passed and adopted. HR Dir. Codjoe reported this is a revision to our current policy and will provide an opportunity for employees to phase back in to working after an injury. We worked with IMWCA and legal to ensure we are compliant. Motion carried 4-0 vote. Council Member Dalbey was absent.

Berg moved, seconded by Johnson that Res. No. 172-2021, approving Chg. Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2021 RFP#3, Eisenhower Ped. Bridge Repair Project, be passed and adopted. PW Dir. Seals reported CO No. 1 decreases contract amt. by \$5,053.13; new contract sum \$80,446.87. Final amt. due \$4,022.34 to Boulder Contracting LLC. Motion carried 3-1 vote. Ayes: Meyers, Johnson, Berg. Nays: Roe. Council Member Dalbey was absent.

Meyers moved, seconded by Roe that Res. No. 173-2021, approving a collateral assignment related to the Development Agt. between Washington Apartments, L.L.L.P and the City of Ottumwa, IA, be passed and adopted. City Admin. Rath reported the developers and owners of the Washington Apartments project at 539 W. Fourth are refinancing debt taken to complete the project. The development agt. requires a Collateral Assignment document. Motion carried 4-0 vote. Council Member Dalbey was absent.

Berg moved, seconded by Roe that Res. No. 174-2021, fixing date for a public hearing on the proposal to enter into a Development Agt. with Cobblestone Hotel Development, LLC, which includes the sale of real property, and providing for publication of notice thereof, be passed and adopted. The public hearing is set for Sept. 21, 2021. Motion carried 4-0 vote. Council Member Dalbey was absent.

Meyers moved, seconded by Berg that Res. No. 175-2021, awarding the contract for the Forrest Ave. Flood Wall Project to Iowa Bridge and Culvert of Washington, IA, for \$527,175, be passed and adopted. PW Dir. Seals reported five bids were rec'd. Further discussions with FEMA and the USACE have allowed the City to reduce the scope of work for this project. The length of wall will be decreased from 600' to 300'. This has been discussed with the low bidder, who has agreed to honor the as-bid unit prices. The anticipated construction cost, with the reduced scope of work, is \$315,000. Motion carried 4-0 vote. Council Member Dalbey was absent.

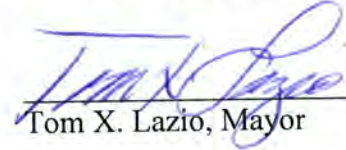


Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

There being no further business, Roe moved, seconded by Berg that the meeting adjourn. Motion carried 4-0 vote. Council Member Dalbey was absent.

Adjournment was at 6:04 P.M.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, CMC, City Clerk



# Item No. B.-2.

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
AUGUST, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
320	ACCO	212087	8/27/2021	1,682.80	OPERATING SUPPLIES
690	AFLAC	212088	8/27/2021	1,636.44	AFLAC DEDUCTION PAYABLE
800	AHLERS & COONEY P.C.	211863	8/6/2021	10,086.14	LEGAL FEES
845	AIRGAS DIRECT INDUSTRIAL	211864	8/6/2021	510.85	TOOLS & SMALL EQUIP
1700	ALLIANT ENERGY/IPL	211865	8/6/2021	118,104.26	ELECTRIC
2080	ALTORFER INC.	212020	8/20/2021	9,388.32	OTHER MAINT & REPAIR
2592	AMERICAN BOTTLING COMPANY	212091	8/27/2021	84.85	MERCHANDISE - RESALE
2650	AMERICAN GOTHIC PERFORMIN	211944	8/13/2021	35.00	REFUNDS
3125	AMERICAN LEGION POST	212092	8/27/2021	94.00	OPERATING SUPPLIES
5370	AREA XV REGIONAL PLANNING	211867	8/6/2021	17,264.50	CONTRIBUTION/AREA 15
5687	AT&T MOBILITY	211868	8/6/2021	1,189.26	TELEPHONE/IT
5700	ATOMIC TERMITE & PEST	211945	8/13/2021	130.00	GROUND MAINT & REPAIR
5862	AVFUEL CORP	211946	8/13/2021	36,261.37	IOWA FUEL TAX
5873	AVESIS THIRD PARTY	212021	8/20/2021	2,421.06	AVESIS PAYABLE
5874	AVENU	212022	8/20/2021	13,376.46	TRAINING
5891	AXON ENTERPRISE, INC	211947	8/13/2021	758.68	TOOLS & SMALL EQUIP
6481	BAILEY OFFICE OUTFITTERS	212023	8/20/2021	1,574.02	OFFICE SUPPLIES
6740	JANICE BAIN	211948	8/13/2021	9.04	TRAVEL & CONFERENCE
7002	BARADA ASSOCIATES	211869	8/6/2021	49.00	TECHNOLOGY SERVICES
8482	CHRISTOPHER BETTIN	212162	8/31/2021	353.85	EMPLOYEE CONTRIBUTIONS
9352	BLACKSTONE PUBLISHING	212094	8/27/2021	150.00	LIBRARY MAT.-JAMES ESTATE
9556	BOER, TRISTIN	212024	8/20/2021	50.00	REFUNDS
9557	BOULDER CONTRACTING, LLC	212095	8/27/2021	76,424.53	ENGINEERING
10100	BUNGLICK, ARNOLD	211949	8/13/2021	100.00	REFUNDS
11495	BRIDGE CITY TRUCK REPAIR	212025	8/20/2021	308.78	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	212026	8/20/2021	156,240.20	OTHER PROF SERV
11506	BRIDGE VIEW CENTER	211872	8/6/2021	91,032.99	MANAGEMENT SERVICES
12056	TRAVIS BROWN	212099	8/27/2021	80.65	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	211950	8/13/2021	9,200.00	TREE TRIMMING
13646	CALHOUN-BURNS & ASSOC INC	211874	8/6/2021	9,354.60	ENGINEERING
15760	CARROLL CONSTRUCTION SUPP	212028	8/20/2021	1,281.33	TOOLS & SMALL EQUIP
15788	CATERPILLAR GOLBAL SERVIC	212029	8/20/2021	4,537.22	VHCL MTCE SUPPLIES
16265	CENTER POINT LARGE PRINT	211951	8/13/2021	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	212101	8/27/2021	123.69	MISCELLANEOUS
16402	CENTURYLINK	211876	8/6/2021	4,420.65	TELEPHONE/IT
16403	CENTURYLINK	212030	8/20/2021	214.04	TELEPHONE/IT
17620	CINTAS CORPORATION	212031	8/20/2021	68.82	SUSTENANCE SUPPLIES
17621	CINTAS	212103	8/27/2021	157.10	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	211877	8/6/2021	744.60	CASH INVESTED PASSBK SVNG
18502	CLUB SENTRY SOFTWARE	212104	8/27/2021	32.95	TECHNOLOGY SERVICES
18740	COBAN TECHNOLOGIES, INC	212032	8/20/2021	1,689.75	OTHER CAPITAL EQUIPMENT
18980	COLLECTION SERVICES	211878	8/6/2021	3,354.05	CHILD SUPPORT PAYABLE
21825	CREDIT UNION	211879	8/6/2021	38,360.79	CREDIT UNION PAYABLE
21835	CREMER CONCRETE	212086	8/20/2021	44,066.92	ENGINEERING EXPENSE
21842	CRESCENT ELECTRIC SUP CO	211954	8/13/2021	374.86	OPERATING SUPPLIES
22399	CYGNET ENTERPRISES, INC	211880	8/6/2021	737.55	GROUND MAINT & REPAIR
22457	DC CONCRETE & CONST. LLC	212105	8/27/2021	56,859.57	CONTRACTUAL SERVICES
22467A	DLT SOLUTIONS, LLC	212035	8/20/2021	2,153.07	OFFICE/COMP. EQUIP MAINT.
22479	D P PLUMBING PLUS	212106	8/27/2021	1,619.55	CONTRACTUAL SERVICES
22592	DAMON, MEHO	212036	8/20/2021	50.00	REFUNDS
22608	DANI'S AUTO SUPPLY LLC	211882	8/6/2021	3,473.12	VHCL MTCE SUPPLIES
24320	DNR	211955	8/13/2021	18,196.50	SOLID WASTE FEES PAYABLE
24325	DEMCO, INC	211883	8/6/2021	297.61	OPERATING SUPPLIES
24330	DERANS TOWING SERVICE	212107	8/27/2021	100.00	STATE TOWING/STORAGE FEES
24840	DIAMOND MOWERS INC	211993	8/13/2021	361.49	VHCL MTCE SUPPLIES
25390	R. D. DRENKOW & CO INC	212037	8/20/2021	3,993.98	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	211885	8/6/2021	253,394.66	ENGINEERING
26430	EAVES, MACY	211957	8/13/2021	200.00	REFUNDS

**CITY OF OTTUMWA  
VENDOR PAYMENT REPORT  
AUGUST, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
26640	ECOSYSTEMS INC	211886	8/6/2021	20,611.50	SLUDGE HAULING
27010	ELECTRICAL ENGINEERING &	211995	8/13/2021	143.16	STREET MAINT SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	211959	8/13/2021	3,249.29	VHCL-FUEL
27274	ELLIOTT EQUIPMENT CO.	212039	8/20/2021	377.13	VHCL MTCE SUPPLIES
27280	ELLIOTT OIL COMPANY	212040	8/20/2021	16,261.28	VHCL-FUEL
27552	EMPOWER RETIREMENT	212041	8/20/2021	700.00	HARTFORD DEF COMP PAYABLE
27846	ESRI INC.	212110	8/27/2021	1,900.00	TECHNOLOGY SERVICES
28449	EVORA CONSULTING, LTD	212042	8/20/2021	2,517.60	MISC CONTRACT WORK
29090	FAMILY ANIMAL CARE	211961	8/13/2021	651.00	OTHER PROF SERV
29300	FASTENAL COMPANY	212043	8/20/2021	359.10	STREET MAINT SUPPLIES
30120	FIRE SERVICE TRAINING	211962	8/13/2021	50.00	TRAINING
31320	FREEDOM FOR YOUTH MINISTR	211963	8/13/2021	50.00	REFUNDS
31422	FUN EXPRESS, LLC	212044	8/20/2021	297.56	PROGRAM SUPPLIES
31459	GRP & ASSOCIATES	212111	8/27/2021	464.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	212112	8/27/2021	1,842.99	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	212113	8/27/2021	1,097.71	ENGINEERING
33202	GRACE OTTUMWA	211892	8/6/2021	200.00	REFUNDS
33765	GRIMES ASPHALT & PAVING	212046	8/20/2021	2,334.54	STREET MAINT SUPPLIES
34664	JOHN HALL & ASSOC. PLLC	212114	8/27/2021	3,771.67	LEGAL FEES
36302	HEARTLAND HUMANE SOCIETY	211997	8/13/2021	1,065.00	OTHER PROF SERV
37350	HERRMANN'S LAWNCARE	212047	8/20/2021	736.25	OPERATING SUPPLIES
37415	HICKENBOTTOM INC	211893	8/6/2021	1,858.22	SEWER/DRAINAGE SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	211894	8/6/2021	74.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	212048	8/20/2021	150.00	GROUND'S MAINT & REPAIR
39185	HUMANA INSURANCE CO	212116	8/27/2021	24,598.00	MEDICARE PREMIUMS
39307	HYDRO DRAMATICS	212117	8/27/2021	4,196.87	EQUIP REPAIR
39431	HYMBAUGH CONSTRUCTION, INC	211998	8/13/2021	12,155.82	OTHER MAINT & REPAIR
39432	HY-VEE FOOD STORES	212049	8/20/2021	1,925.00	TRAVEL & CONFERENCE
39438	HY-VEE ACCOUNTS RECEIVABL	212050	8/20/2021	74.40	EMS SUPPLIES
41505	IMWCA	211895	8/6/2021	13,369.00	WORKMENS COMPENSATION
41600	IDEAL READY MIX	211966	8/13/2021	18,408.50	STREET MAINT SUPPLIES
41761	INDIAN HILLS COMM COLLEGE	211897	8/6/2021	1,200.00	TRAINING
41920A	INDUSTRIAL CHEMICAL	211898	8/6/2021	81.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	211967	8/13/2021	394.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	211899	8/6/2021	3,303.74	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	211900	8/6/2021	3,356.21	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	211901	8/6/2021	717.71	VHCL MTCE SUPPLIES
43280	INTOXIMETERS INC	212053	8/20/2021	290.90	EQUIP REPAIR
43465	IOWA COMMUNITIES ASSURANC	211902	8/6/2021	2,500.00	MISCELLANEOUS
43504A	IA DEPT NATURAL RESOURCES	211968	8/13/2021	1,275.00	PERMITS
43550	IOWA DIVISION OF LABOR	211969	8/13/2021	450.00	PERMITS
43935	IOWA MISSOURI FORD CLUB S	212054	8/20/2021	100.00	REFUNDS
44177	IOWA STATE FIRE MARSHAL D	211903	8/6/2021	100.00	PERMITS
45044	JEO CONSULTING GROUP, INC	212120	8/27/2021	23,515.00	ENGINEERING
45057	J & J MOWING	211999	8/13/2021	15,570.00	WEED MOWING
45283	JAMISON, DOROTHY	211970	8/13/2021	80.00	FINES-RED SPEED
45974	JOHN DEERE FINANCIAL	212122	8/27/2021	1,002.31	OPERATING SUPPLIES
47714	KAY PARK-REC CORP (AR)	212123	8/27/2021	3,999.00	MISCELLANEOUS
47726	KAYSER SOIL SERVICE	211971	8/13/2021	275.00	VHCL MTCE SUPPLIES
49042	KIRKHAM MICHAEL	212055	8/20/2021	5,494.37	CAPITAL IMPROVEMENTS
49206	KLODT DOOR SERVICE LLC	212124	8/27/2021	174.20	GROUND'S MAINT & REPAIR
49687	KOHL WHOLESALE	212056	8/20/2021	1,749.41	CONCESSION - RESALE
49804D	KRONOS, A UKG COMPANY	212057	8/20/2021	4,954.94	TECHNOLOGY SERVICES
50620	LANGMAN CONSTRUCTION, INC	211972	8/13/2021	295,309.61	UTILITY SYSTEM
51417	LEGACY FIRE APPARATUS	212058	8/20/2021	796.52	VHCL MTCE SUPPLIES
51969	LIBERTY TIRE SERVICES LLC	212125	8/27/2021	2,296.33	TIRE DISPOSAL
52093	THE LIFE GUARD STORE	212126	8/27/2021	295.46	OPERATING SUPPLIES
52254	LISCO	212059	8/20/2021	270.00	TECHNOLOGY SERVICES

**CITY OF OTTUMWA  
 VENDOR PAYMENT REPORT  
 AUGUST, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
52990	LOKTRONICS SECURITY CORP	211906	8/6/2021	52.36	BLDG MAINT & REPAIR
54187	MAIN STREET OTTUMWA	211907	8/6/2021	9,784.50	DOWNTOWN MAINTENANCE
54390	MANATT'S INC	211974	8/13/2021	6,949.80	STREET MAINT SUPPLIES
54396	MANATTS INC.	211908	8/6/2021	1,474.20	STREET MAINT SUPPLIES
56203	MCFARLAND, GEORGE	211975	8/13/2021	100.00	REFUNDS
56661	MCKEOWN, JOHN	211976	8/13/2021	53.00	CEMETERY SPEC SERVICES
56665	MCKIM TRACTOR SERVICE LLC	211977	8/13/2021	224.50	VHCL MTCE SUPPLIES
57367	MEDIACOM	211978	8/13/2021	153.75	TELEPHONE/IT
57385	MENARDS	211980	8/13/2021	3,141.75	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	212012	8/13/2021	4,547.13	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	211910	8/6/2021	1,533.96	NATURAL GAS
58518	MID-AMERICAN RESEARCH	212129	8/27/2021	428.44	POSTAGE & SHIPPING
58555	MID-IOWA SOLID WASTE	211911	8/6/2021	622.30	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	212130	8/27/2021	274.86	LIBRARY MAT.-JAMES ESTATE
59753	MIKES TIRE AND	212061	8/20/2021	35.00	VHCL MTCE SUPPLIES
60299	MISSION SQUARE RETIREMENT	212062	8/20/2021	2,600.00	ICMA DEF COMP PAYABLE
60560	MITCHELL & SONS HVAC INC	212132	8/27/2021	135.00	OPERATING SUPPLIES
60780	MOBILE LOCKSMITH & ALARM,	212063	8/20/2021	54.00	BUILDING MAINTENANCE REPA
61603	DOYLE MOORE	211981	8/13/2021	99.95	SUSTENANCE SUPPLIES
62555	MULDER, KALA	211914	8/6/2021	122.16	TRAVEL & CONFERENCE
62575	MUNICIPAL FIRE & POLICE	212133	8/27/2021	127,263.56	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	211982	8/13/2021	1,219.91	VHCL MTCE SUPPLIES
62601	MUNICODE	211915	8/6/2021	935.00	ADVERT/LEGAL PUBL
64245	NATIONAL RECREATION AND	211983	8/13/2021	65.00	DUES & MEMBERSHIPS
64400	NATIONWIDE RETIREMENT SOL	212064	8/20/2021	3,470.00	NRS-NATION RETIRE SOL
65802	NORFOLK SOUTHERN RAILWAY	212065	8/20/2021	598.74	RENTS & LEASES
66001	NORRIS ASPHALT PAVING INC	212134	8/27/2021	17,365.16	STREET MAINT
66514	NUTRIEN AG SOLUTIONS	211984	8/13/2021	164.49	GROUND'S MAINT & REPAIR
66558	OCCUPATIONAL SAFETY SOLUT	211985	8/13/2021	5,700.00	GRANT
66561	OFFICIAL PEST CONTROL	211986	8/13/2021	55.00	GROUND'S MAINT & REPAIR
66730	OHARA HARDWARE	211989	8/13/2021	1,287.29	OTHER SMALL CAPITAL
67058	ONSITE SERVICE SOLUTIONS	211990	8/13/2021	943.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	211942	8/9/2021	428.57	VHCL MTCE SUPPLIES
68000	OTTUMWA COURIER	212135	8/27/2021	666.98	DONATIONS-OPEN HOUSE
68001	OTTUMWA COURIER	212136	8/27/2021	390.24	BOOKS FILMS RECORDING/ART
68145	OTTUMWA EDUCATION ASSOCIA	212067	8/20/2021	100.00	REFUNDS
68237	OTTUMWA LEADERSHIP ACADEM	212137	8/27/2021	725.00	TRAINING
68248A	OTTUMWA MUNICIPAL BAND	212000	8/13/2021	3,909.01	OTHER PROF SERV
68560	OTTUMWA PRINTING, INC.	212068	8/20/2021	1,301.00	PRINTING
68588	OTTUMWA REGIONAL HEALTH	211991	8/13/2021	3,500.00	WELLNESS PROGRAM
69040	OTTUMWA WATER AND HYDRO	211992	8/13/2021	11,500.93	BILLING FEES-WW
69040A	OTTUMWA WATER & HYDRO	211919	8/6/2021	74.34	WATER
69449	PAINT PUMP PROS LLC	212069	8/20/2021	85.15	POSTAGE & SHIPPING
69688	DIXIE L PARKER	211994	8/13/2021	1,600.00	JANITORIAL
71950	PIERCE CONST & FENCE CO L	212070	8/20/2021	5,600.00	MISCELLANEOUS
72239	PITNEY BOWES	212139	8/27/2021	181.53	CONTRACTUAL SERVICES
72253	PPG ARCHITECTURAL FINISHE	212002	8/13/2021	86.65	STREET MAINT SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	212001	8/13/2021	67.40	BUILDING MAINTENANCE REPA
73125	POSTMASTER (CEMETERY)	212140	8/27/2021	55.00	POSTAGE & SHIPPING
73290	POWERPLAN	212071	8/20/2021	1,469.46	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	212003	8/13/2021	2,100.00	JANITORIAL
74102	PSYCHOLOGY ASSOCIATES	212072	8/20/2021	215.00	OTHER PROF SERV
74626	QUALITY SERVICES CORP	211921	8/6/2021	157.57	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	212073	8/20/2021	492.40	EQUIP REPAIR
75152	PHILIP RATH	211922	8/6/2021	32.82	TRAVEL & CONFERENCE
75902	RECREONICS CORPORATION	211923	8/6/2021	172.43	OPERATING SUPPLIES
76345	REPUBLIC COMPANIES	212004	8/13/2021	160.00	MISC CONTRACT WORK
77168	RISETTER, MITZI	212005	8/13/2021	50.00	REFUNDS

**CITY OF OTTUMWA  
 VENDOR PAYMENT REPORT  
 AUGUST, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
77466	ROCHESTER ARMORED CAR	212141	8/27/2021	441.66	OTHER PROF SERV
77975	ROTO-ROOTER	212142	8/27/2021	284.00	SANITATION
78105	ROYAL PORTABLE TOILETS	212143	8/27/2021	388.80	OPERATING SUPPLIES
78279	S & L ALL SEASON	212007	8/13/2021	328.96	TOOLS & SMALL EQUIP
78708	JOHN SANDEGREN HEATING	212145	8/27/2021	580.00	EQUIP REPAIR
78718	SANDRY FIRE SUPPLY LLC	212146	8/27/2021	308.65	TOOLS & SMALL EQUIP
79298	SCHOLASTIC INC.	212147	8/27/2021	250.00	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	212075	8/20/2021	498.70	BLDG MAINT & REPAIR
79970	LARRY SEALS	211924	8/6/2021	12.00	TRAVEL & CONFERENCE
81360	SHERWIN WILLIAMS	212076	8/20/2021	15.23	STREET MAINT SUPPLIES
81507	SHRED-IT USA	211925	8/6/2021	224.62	CONTRACTUAL SERVICES
82127	ZACH SIMONSON	212148	8/27/2021	101.36	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	211926	8/6/2021	102,803.61	OTHER CAPITAL EQUIP
82136	SINCLAIR NAPA	211927	8/6/2021	478.27	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	212013	8/13/2021	19,287.00	CONTRACTUAL SERVICES
83400	SORAK, SYLVIA	212009	8/13/2021	50.00	REFUNDS
83880	SOUTHERN IOWA DIESEL, INC	211929	8/6/2021	81.18	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	212010	8/13/2021	75.81	ELECTRIC
86196	THE STITCH DOCTOR	212150	8/27/2021	85.92	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	212151	8/27/2021	36,766.36	CONTRACT EMPLOYEES
88000	TEAMSTER LOCAL UNION 238	212078	8/20/2021	1,253.84	POLICE UNION DUES PAYABLE
88051	TECHNOLOGY RESOURCE CTR A	211931	8/6/2021	505.00	SMALL OFFICE EQUIP
89090	TOTAL CHOICE SHIPPING	212079	8/20/2021	12.91	POSTAGE & SHIPPING
89213	TRADEBE ENVIRONMENTAL	212152	8/27/2021	1,118.50	HAZARDOUS WASTE DISPOSAL
89321	TRASH STICKERS, INC.	211932	8/6/2021	1,435.00	TRASH TAGS & STICKERS
89855	TRUITT ABSTRACT COMPANY	212080	8/20/2021	365.00	CONTRACTUAL SERVICES
90405	UAW LOCAL 74	211933	8/6/2021	50.00	REFUNDS
90454	ULINE	212153	8/27/2021	84.66	OPERATING SUPPLIES
90844	U S CELLULAR	212154	8/27/2021	168.96	CONTRACTUAL SERVICES
90846	UPS	211934	8/6/2021	119.67	POSTAGE & SHIPPING
91835	USA BLUE BOOK	212156	8/27/2021	4,763.29	OTHER CAPITAL EQUIP
92273	VALLEY ENVIRONMENTAL SERV	212157	8/27/2021	90.00	MISC CONTRACT WORK
92698	VETTER'S INC-CULLIGAN WAT	212082	8/20/2021	679.99	LAB SUPPLIES
94575	WAPELLO CO MUTUAL AID AS	212015	8/13/2021	50.00	DUES & MEMBERSHIPS
94701	WAPELLO COUNTY	212016	8/13/2021	55.00	COURT FINES
94725	WAPELLO COUNTY SHERIFF	211936	8/6/2021	118.48	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	212083	8/20/2021	26.00	FICA CITY SHARE PAYABLE
95120	WAPELLO RURAL WATER ASSC	211937	8/6/2021	65.45	WATER
95368	WAYNE'S TIRE	211938	8/6/2021	408.23	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	212085	8/20/2021	388,724.91	GROUP HEALTH CLAIMS
96792	WILLETT HOFMANN	212018	8/13/2021	23,182.25	OTHER PROF SERV
97305	WINDSTREAM	211939	8/6/2021	644.42	TELEPHONE/IT
97334	WINN CORP	212019	8/13/2021	8,626.05	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	212161	8/27/2021	5,753.90	NATURAL GAS
ACH	US TREASURY			62,283.64	EMPLOYERS SHARE OF FICA
ACH	US TREASURY			61,734.84	EMPLOYERS SHARE OF FICA
ACH	TREASURER STATE OF IOWA			21,228.00	EMPLOYERS SHARE OF STATE TAX
ACH	TREASURER STATE OF IOWA			22,436.00	EMPLOYERS SHARE OF STATE TAX
ACH	IPERS			44,911.64	EMPLOYERS SHARE OF IPERS

**Totals for August**

**2,544,473.95**

ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 001 GENERAL OPER	3689891.11	906982.51	1265779.11	3331094.51	24950.07	3356044.58
TOTALS FOR FUND 002 PARKING RAMP	34309.33	800.00	60.00	35049.33		35049.33
TOTALS FOR FUND 003 GENERAL-ARPA		1815704.30		1815704.30		1815704.30
TOTALS FOR FUND 110 ROAD USE TAX	4401981.85	333421.11	313403.73	4421999.23	3611.86	4425611.09
TOTALS FOR FUND 112 EMPLOYEE BEN	674085.39		440481.51	233603.88		233603.88
TOTALS FOR FUND 119 EMERGENCY FU						
TOTALS FOR FUND 121 SALES TAX 1%	4244433.11	341022.26		4585455.37		4585455.37
TOTALS FOR FUND 122 *****						
TOTALS FOR FUND 123 AGASSI TIF D						
TOTALS FOR FUND 124 VOGEL URBAN						
TOTALS FOR FUND 125 WESTGATE TIF	-406640.39		9784.50	-416424.89	9784.50	-406640.39
TOTALS FOR FUND 126 AIRPORT TIF	-5451.27			-5451.27		-5451.27
TOTALS FOR FUND 127 PENNSYLVANIA						
TOTALS FOR FUND 128 WILDWOOD HWY	-11145.33			-11145.33		-11145.33
TOTALS FOR FUND 129 RISK MANAGEM	777862.83	25383.17	23814.79	779431.21		779431.21
TOTALS FOR FUND 131 AIRPORT FUND	-88923.41	349827.18	92275.61	168628.16	3851.63	172479.79
TOTALS FOR FUND 133 LIBRARY FUND	218367.69	50223.60	58402.42	210188.87	1231.14	211420.01
TOTALS FOR FUND 135 CEMETERY FUN	-4398.73	14034.35	29214.86	-19579.24	4046.99	-15532.25
TOTALS FOR FUND 137 HAZ-MAT FUND	163002.48	11161.27	10553.11	163610.64		163610.64
TOTALS FOR FUND 141 2018 UPPER S	8078.12			8078.12		8078.12
TOTALS FOR FUND 142 HOAP/HILP ES						
TOTALS FOR FUND 143 EPA BROWNIE						
TOTALS FOR FUND 144 2013 CDBG HC						
TOTALS FOR FUND 145 DOWNTOWN REV						
TOTALS FOR FUND 146 DOWNTOWN STR	71279.41		3062.20	68217.21		68217.21
TOTALS FOR FUND 147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148 2016 OWB CDB						
TOTALS FOR FUND 151 OTHER BOND P	1363114.32	520.00	52835.85	1310798.47	1465.00	1312263.47
TOTALS FOR FUND 152 SSMID DISTRI	39928.86			39928.86		39928.86
TOTALS FOR FUND 167 FIRE BEQUEST	18682.23			18682.23		18682.23
TOTALS FOR FUND 169 START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171 RETIREE HEAL	1233706.18	672.00	672.00	1233706.18		1233706.18
TOTALS FOR FUND 173 LIBRARY BEQU	133904.16	520.08	5324.46	129099.78	804.20	129903.98
TOTALS FOR FUND 174 COMMUNITY DE	134710.47	55.00		134765.47		134765.47
TOTALS FOR FUND 175 POLICE BEQUE	169284.33	20418.00	2151.99	187550.34	2167.99	189718.33
TOTALS FOR FUND 177 HISTORIC PRE	1499.19			1499.19		1499.19
TOTALS FOR FUND 200 DEBT SERVICE	395836.46			395836.46		395836.46
TOTALS FOR FUND 301 STREET PROJE	3769329.76	12296.00	354215.58	3427410.18		3427410.18
TOTALS FOR FUND 303 AIRPORT PROJ	309947.70		2344.37	307603.33		307603.33
TOTALS FOR FUND 307 SIDEWALK & C	218964.35		58045.88	160918.47	56859.57	217778.04
TOTALS FOR FUND 309 PARK PROJECT	363567.07		2531.26	361035.81		361035.81
TOTALS FOR FUND 311 LEVEE PROJEC	457000.58		47942.33	409058.26	22033.46	431091.72
TOTALS FOR FUND 313 EVENT CENTER	101042.12		341.44	100700.68		100700.68
TOTALS FOR FUND 315 SEWER CONSTR	7338716.22		327777.63	7010938.59		7010938.59
TOTALS FOR FUND 320 WEST END FLO						
TOTALS FOR FUND 501 CEMETERY MEM	2713.29			2713.29		2713.29
TOTALS FOR FUND 503 CEMETERY PER	744.60	115.40	744.60	115.40		115.40
TOTALS FOR FUND 610 SEWER UTILIT	2952163.28	528974.96	367849.30	3113288.94	16989.61	3130278.55
TOTALS FOR FUND 611 SEWER SINKIN	1377000.00			1377000.00		1377000.00
TOTALS FOR FUND 612 STORM WATER						
TOTALS FOR FUND 613 SEWER IMPROV	3591667.00	41667.00		3633334.00		3633334.00
TOTALS FOR FUND 670 LANDFILL FUN	1012490.63	261511.82	124102.95	1149899.50	139.74	1150039.24

REPORT DATE 08/31/2021  
 SYSTEM DATE 09/13/2021  
 FILES ID: 0

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 08/31/2021

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 TIME 11:02:16  
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ACCOUNT NUMBER		BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION		BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND	671	LANDFILL RES	1167302.00		1167302.00		1167302.00
TOTALS FOR FUND	673	RECYCLING	256839.21	70952.26	39532.86	7699.83	295958.44
TOTALS FOR FUND	690	TRANSIT FUND	654848.54		1721.66	116004.16	769131.04
TOTALS FOR FUND	695	1015 TRANSIT					
TOTALS FOR FUND	720	BRIDGEVIEW E	137835.16	53181.00	88121.00		102895.16
TOTALS FOR FUND	750	GOLF COURSE	29689.62				29689.62
TOTALS FOR FUND	810	POOLED INVES	-42769799.48	8509.57	2000000.00		-44761289.91
TOTALS FOR FUND	820	PAYROLL CLEA	102754.18	1085361.02	1082689.65	1636.44	107061.99
TOTALS FOR FUND	840	EQUIPMENT PU	1385986.67		102525.30		1283461.37
TOTALS FOR FUND	860	GROUP HEALTH	4874183.90	343544.02	389454.11	350.00	4828623.81
TOTALS FOR FUND	861	POST 65 RETI	-20326.40	34136.40	24814.72	24598.00	13593.28
TOTALS FOR FUND	862	DENTAL INSUR			7842.26		-7842.26
TOTALS FOR FUND	863	LIFE INSURAN			96.00		-96.00
<hr/>							
TOTALS FOR ALL LISTED FUNDS			4589521.52	6310994.28	7330509.04	298224.19	3868230.95

REPORT DATE 08/31/2021  
SYSTEM DATE 09/13/2021  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 08/31/2021

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TIME 11:02:16  
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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT





September 21, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

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

Recommend re-appointments to the Airport Advisory Board, terms to expire 10/01/2024.

Tom Hull  
325 W. Rochester

Dan Quinn  
11399 Dahlonga Rd.



CITY OF BRIDGES...RIVER OF OPPORTUNITY

CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: JERRY M. OGDEN  
And Residing address: 508 WAVERLY OTTUMWA IA 52501 Date of Birth 09-26-51  
Street City State Zip

Organization represented, if applicable: WORKINGMANS CHRISTMAS PARTY FOR NEEDY CHILDREN

Organization's address: 508 WAVERLY AVE OTTUMWA IA 52501  
No. Street City State Zip

Applicant's/Organization's phone number: 641 299 1174

Names, addresses and position of the officers of the organization:

<u>JERRY OGDEN PRES</u>	<u>508 WAVERLY OTTUMWA IA</u>	<u>PRESIDENT</u>
Name	Address	Officer Position
<u>BRENDA MORGAN</u>		<u>VICE PRESIDENT</u>
Name	Address	Officer Position
Name	Address	Officer Position

Estimated number of persons who will be directly soliciting: 25

Nature and purpose of your solicitation activities: TO RAISE FUNDS TO PURCHASE CHRISTMAS GIFTS FOR NEEDY CHILDREN

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) MONETARY FUNDS FOR GIFTS

Where do you plan to canvass or solicit in Ottumwa? ALL BUSINESS

Date(s) when you wish to conduct your activities in Ottumwa: OCT 30 2021 THROUGH DEC. 31, 2021

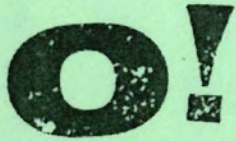
NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 3 day of Sept, 2021.

Jerry M. Ogden  
Applicant

Staff recommendation to Council: September 21, 2021  
Approved  Denied  by City Council on September 21, 2021  
Restrictions set by Council: None  
Number of days set by Council for applicant: as submitted.  
License Number #3536 Receipt No. N/A

# Canvasser & Solicitors Permit



[ CITY OF ]  
O T T U M W A

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
WORKINGMAN'S CHRISTMAS 508 WAVERLY OTTUMWA, IA 52501-0000

<b>Address</b>
Address: 508 WAVERLY City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7411310023000 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 3536 Permit Type: Canvasser & Solicitors

<b>Project:</b>
Issue Date: 09/21/2021 Expires: 12/31/2022 Valuation: \$0

<b>Construction Details:</b>
Workingman's Christmas Party for needy children

Contractor	Phone
------------	-------

Item	GL Code	Amount
	<b>Total</b>	<b>\$0.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: September 21, 2021

\_\_\_\_\_  
Engineering Department  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

*Phil Rath*  
\_\_\_\_\_  
City Administrator Approval *CR*

AGENDA TITLE: Resolution #180-2021. Approving the contract, bond, and certificate of insurance for the Forrest Avenue Flood Wall 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 #180-2021.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Iowa Bridge and Culvert, of Washington, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 7, 2021 City Council Meeting in the amount of \$527,175.00.

Further discussions with FEMA and the USACE have allowed the City to reduce the scope of work for this project. The length of wall will be decreased from 600' to 300'. This has been discussed with the low bidder, who has agreed to honor the as-bid unit prices. The anticipated construction cost, with the reduced scope of work, is \$315,000.

Bid Amount: \$527,175.00

Funding: \$500,000.00 CIP  
Estimate: \$296,100

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #180-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE FORREST AVENUE FLOOD WALL PROJECT

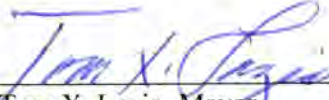
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Iowa Bridge and Culvert of Washington, Iowa in the amount of \$527,175.00 based on total unit price and estimated quantities; and,

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 Iowa Bridge and Culvert of Washington, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of September, 2021.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this September 21, 2021, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Iowa Bridge and Culvert, Washington, 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: "**Forrest Avenue Flood Wall - 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 on or before November 15, 2021 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 **\$527,175.00** 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 \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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 two (2) 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.

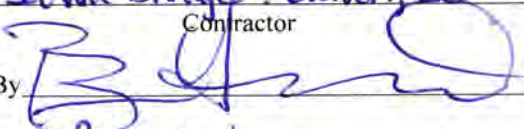
IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

#### CITY OF OTTUMWA, IOWA

By   
Title Mayor

ATTEST:

  
Title City Clerk

Iowa Bridge & Culvert, LC  
Contractor  
By   
Title President  
Address 409 N Ave B, P.O. Box 13  
City, State, Zip Washington, IA 52353



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2021

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

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


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	<b>CONTACT NAME:</b> Tonia Jones <b>PHONE (A/C, No, Ext):</b> 515-309-6217 <b>E-MAIL ADDRESS:</b> Tonia_Jones@ajg.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Iowa Bridge & Culvert, L.C. 409 N. Avenue B, P.O. Box 13 Washington, IA 52353	<b>INSURER A:</b> BITCO General Insurance Corporation <b>NAIC #</b> 20095	
	<b>INSURER B:</b> Navigators Insurance Company <b>NAIC #</b> 42307	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 986727837      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input checked="" type="checkbox"/> RR Excl Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CLP3700348	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP3700349	11/30/2020	11/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CH20EXC188096V	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC3700343	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater		CLP3700348	11/30/2020	11/30/2021	Leased/Hired \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Job Description: Forest Avenue Flood Wall Ottumwa, Iowa.  
City of Ottumwa, Engineering Department is named as additional insured on the General Liability policies per written contract.

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



**SECTION 00510**

**PERFORMANCE, PAYMENT, AND  
MAINTENANCE BOND**

<b>Bond Number</b>
IAC592236

<b>PRINCIPAL</b> <i>(Legal Name and Business Address)</i> Iowa Bridge & Culvert, L.C. P. O. Box 13 Washington, IA 52353	<b>STATE OF INCORPORATION</b>  Iowa	
<b>SURETY</b> <i>(Legal Name and Business Address)</i> Merchants Bonding Company (Mutual) P. O. Box 14498 Des Moines, IA 50306	<b>CONTRACT NO.</b>	<b>CONTRACT DATE</b>  September 21, 2021

**PENAL SUM OF BOND** *(Expressed in words and numerals)*  
  
Five Hundred Twenty-Seven Thousand One Hundred Seventy-Five and no/100 Dollars      \$527,175.00

**KNOW ALL BY THESE PRESENTS:**

That we, Iowa Bridge & Culvert, L.C., as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and Merchants Bonding Company (Mutual), 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 Five Hundred Twenty-Seven Thousand One Hundred Seventy-Five and no/100 dollars (\$ 527,175.00), 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 21st day of September, 2021, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **Forrest Avenue Flood Wall Project**

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

The Work generally consists of:

**Constructing a reinforced concrete flood wall along the east side of Forest Avenue, between the street and the drainage ditch. Ancillary work includes pavement removal, excavation, dewatering, subdrain, backfill, and seeding.**

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 or 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 2 year (s) 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 five 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.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND) Project No. \_\_\_\_\_

Witness our hands, in triplicate, this 21st day of September, 2021.

Surety Countersigned By:  
Abigail R. Mohr  
Signature of Agent

Abigail R. Mohr  
Printed Name of Agent

Arthur J. Gallagher  
Company Name

4200 Corporate Drive, Suite 160  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code

515-309-6200  
Company Telephone Number

**PRINCIPAL:**

Iowa Bridge & Culvert, L.C.  
Contractor

By: Brian Witzel  
Signature  
President  
Title

**SURETY:**

Merchants Bonding Company (Mutual)  
Surety Company

By: Abigail R. Mohr  
Signature Attorney-in-Fact Officer

Abigail R. Mohr  
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)  
Company Name

P. O. Box 14498  
Company Address

Des Moines, IA 50306  
City, State, Zip Code

515-243-8171  
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.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021

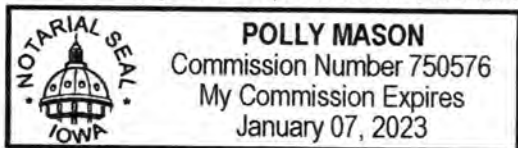


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September, 2021



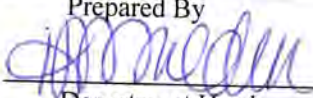
*William Warner Jr.*  
Secretary

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Sep 21, 2021

Finance  
Department

Kala Mulder  
Prepared By  
  
Department Head

Phil Rath CR  
City Administrator Approval

AGENDA TITLE: Resolution No. 185-2021 Authorizing the maintenance and services contract with Technology Services & Solutions, Inc for the IBM Finance Server for \$14,283.

\*\*\*\*\*

\*\*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 & Adopt Resolution No

DISCUSSION: The Finance Department upgraded the Finance Server in 2018, the maintenance agreement ends 9/25/21. The three year agreement includes server hardware maintenance, tap drive maintenance and software maintenance.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No


**RESOLUTION NO. 185-2021**

**A RESOLUTION TO AUTHORIZING THE MAINTENANCE AND SERVICES  
CONTRACT WITH TECHNOLOGY SERVICES & SOLUTIONS, INC.**


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa that: The Agreement between the City of Ottumwa and Technology Services & Solutions, Inc. for the referenced maintenance & services contract.

APPROVED, PASSED AND ADOPTED, this 21<sup>th</sup> day of September 2021.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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



**TECHNOLOGY  
SERVICES &  
SOLUTIONS, INC.**

September 13, 2021

ATTN: Kala Mulder  
City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, IA 52501

REF: IBM Pricing for Maintenance & Services for IBM Server

Maintenance & Services Alternatives

Description	Amount
TSS IBM 8286-41A Server Services	
1 Year Coverage	
8286 Server Hardware Maintenance	\$ 1,058
3580 Tape Drive Maintenance	1,058
Software Services	1,760
ALF Software for Year 2 and Year 3	3,200
TOTAL	\$ 7,076
2 Year Coverage	
8286 Server Hardware Maintenance	\$ 2,091
3580 Tape Drive Maintenance	2,091
Software Services	3,489
ALF Software for Year 2 and Year 3	3,200
TOTAL	\$ 10,871
3 Year Coverage	
8286 Server Hardware Maintenance	\$ 3,017
3580 Tape Drive Maintenance	3,017
Software Services	5,049
ALF Software for Year 2 and Year 3	3,200
TOTAL	\$ 14,283

THANK YOU – WE APPRECIATE YOUR BUSINESS

TERMS: FULL PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE

Please send payment to: Technology Services & Solutions, Inc.  
3501 Swallow Ct. NE  
Cedar Rapids, IA 52402



# Main Street Iowa Partnership Visit Ottumwa, Iowa

Main Street Ottumwa

*August 2021*

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Prepared by Kathy La Plante  
Senior Program Officer  
National Main Street Center



## About Main Street Iowa

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Main Street Iowa is a program of the Iowa Economic Development Authority's Iowa Downtown Resource Center. Main Street Iowa exists to improve the social and economic well-being of Iowa's communities by assisting selected communities to capitalize on the unique identity, assets, and character of their historic commercial district. Main Street is economic development within the context of historic preservation.

In 1985, the Iowa Legislature adopted Main Street America's Main Street Approach community revitalization model and established Main Street Iowa as a program of the Iowa Economic Development Authority. Since Main Street Iowa's inception, local Main Street districts have experienced significant social, civic, physical, and economic impacts. As a Main Street America Coordinating Partner, Main Street is a leading voice for preservation-based economic development and traditional commercial district revitalization. Working together, local leaders have implemented practical management strategies resulting in fundamental changes in Iowa's Main Streets. Today, Main Street Iowa is recognized as one of the most successful state Main Street programs in the nation.

In addition to a revitalization framework, Main Street Iowa also provides technical assistance services to communities who made the revitalization of their downtown or traditional commercial district an economic development priority. As one of 55 designated Main Street Iowa programs, your community can take advantage of a wide variety of training, leadership development and technical assistance opportunities, to build the capacity of the local revitalization effort.

## About Main Street America

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Main Street America (MSA) has been helping revitalize older and historic commercial districts for over 40 years. Today it is a network of thousands of neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation.

Since 1980, over 2,000 programs have used the Main Street Approach, our time-tested framework for community-driven, comprehensive revitalization. The National Main Street Center (NMSC) conducts research to document our impact by annually collecting statistical information on the preservation, revitalization, and economic activities in local Main Street programs throughout the country. Main Street Iowa contracted with MSA to provide Partnership Visits to its 55 designated communities to recognize local accomplishments and provide guidance in strengthening the local Main Street program and downtown economy. Since 1980, MSA has worked with thousands of programs that have significantly improved the economy of their communities by following the Main Street Four Point Approach to downtown revitalization.

## Visit Overview

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Main Street Iowa contracted with MSA to provide Partnership Visits to its 55 designated communities to recognize local accomplishments and provide guidance in strengthening the local Main Street program and downtown economy. MSA was also asked to gather information about the community's participation and satisfaction with the services and training Main Street Iowa has provided.

Prior to the visit to Partnership Visit, Kathy La Plante from Main Street America received information about the local program from Main Street Iowa from each community's annual reporting (which included financial statements, minutes, workplans, board and committee lists, etc.). A pre-visit phone call was also conducted with the executive director to go over the agenda and visit details as well as, identify key issues to focus on during the visit.

The agenda for the visit called for meeting with committee chairs and volunteers, board leadership, staff, elected and city officials, lunch and a tour of the district, which included visiting with local business owners, followed by a wrap up meeting with staff and the board of directors.

## Community Kudos

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- Fred Zesiger, the executive director is loved! He is a dedicated employee who goes the extra mile and inspires everyone involved in the organization as well as the city and business owners. "Fred is a joy to be around" quoted one committee member interviewed. Fred excelled during COVID by sharing MSI info and resources with everyone.
- The city is very supportive of Main Street Ottumwa (MSO) financially, philosophically and with volunteer support from city staff and city council. There are a number of incentives for property owners to take advantage of, including façade grants, roof grants, a white box grant for distressed buildings, paint grants, and an interest buy-down program. This relationship is extremely valuable and productive. Respect for MSO's work is evident.
- MSO is an organization other Main Street communities should emulate. MSO didn't skip a beat with activities during the pandemic. The board kept meeting and work shifted to business assistance and events that drew people into the district to support business. The board is fully engaged and extremely active in all Main Street-driven projects. Committees are thoughtful with project development and regularly conduct evaluations.
- Social media for MSO is fantastic and well-liked by everyone. The videos from businesses and construction updates received positive reactions from followers. Other examples included board members creating videos noting why they volunteer for MS and why they support MSO financially. Special thanks to Holly Berg for leading these efforts.
- There is a strong calendar of business promotions including "We're Back," "#shopsmalllovelocal," "Ladies, Night," etc. Most events generate income for MSO.
- Only one business was lost during to COVID.
- MSO has been successful with attracting three Challenge Grants from MSI. The latest project is saving a building that may otherwise have been demolished based on its condition.
- Financial outlook is good for the organization. There is an endowment fund that is growing, and connections are being made to funders. MSO is great at finding grants and attracting a number of local funding options.
- Many board members have attended or participated in MSI trainings over the years.
- Organization leadership, like Secretary and Treasure officers, take on the duties needed from these positions, allowing the executive director to focus on the day-to-day work of Main Street.
- Communications between committees is good, with board members serving on each committee ensuring everyone is aware of projects.

## Other Observations

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- MSO is in the process of separating from the Greater Ottumwa Partners in Progress (GOPIP). This separation will save MSO money and give Main Street great visibility in a new office.
- Ottumwa is working on the "Ready to Recruit" program with MSI. This program should be completed by October.
- The downtown has been undergoing a two-year streetscape improvement and the last barricades were removed during the Partnership Visit. Congrats!
- The community is becoming more diverse in population, resulting in increased new business formation in the downtown under minority ownership.
- More volunteers are needed to sustain the current work activities.
- MSO has purchased a new maintenance vehicle. Funding to support this purchase came in the form of \$3,000 from the SSMID and a \$15,000 grant. MSO is also working on a new sound system that is anticipated to cost \$26,000+. MSO will seek a grant to fund the purchase and installation.
- During COVID, MSO received two rounds of PPP funding allocation.
- The city is more progressive with enforcement of abandoned properties, which has included acquisition of three problem properties and disallowing storage or housing on first floors, etc.
- Upper story housing in downtown is almost always full and Main Street helped encourage expansion of units.

- Two hotels are now located in the downtown.

## Challenges

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- National retail losses in the city have been significant with Target, Penney's, Kmart, and Herberger's closing. Like many regional malls across the country, the city's mall has been greatly impacted with retail transitions.
- There are a number of vacant properties on Main Street in addition to some other significant properties that require extensive redevelopment, including the YMCA, theater, and the Hotel Ottumwa properties.
- MSO needs to have a maintenance plan for downtown streetscape. The question is who owns: the SSMID? Or the city?

## Recommendations

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- As part of your annual fundraising and revenue planning, include an increase for additional staff. In particular, make sure their duties are to relieve Fred of work and not volunteers. The goal of adding a staff person is to help the program grow, keeping your executive director from burning out. Working with the board, make additional capacity through a new staff member a priority, ensuring a hiring date by the start of the new fiscal year.
- For the MSO Endowment to grow, consider allocating a portion of event income to the endowment such as 5% of the net proceeds.
- Streamline the work of the SSMID by having SSMID give Main Street the allocations by category and then allow committees to develop the work plans around it. Present it back to SSMID for final approval and forego monthly reporting. It will be key to show the money being spent and its impact to justify once renewal time approaches.
- City council changes are coming including the election of a new mayor. The Board should ask to meet with candidates to inquire about their opinions about downtown, how they view the city's role in downtown development along with that of MSO. Reiterate how important downtown is to everyone, sharing stories that you've told on why you've volunteered and give as board members. These meeting invitations are not so much about getting their opinions about important projects for downtown, but to educate them about the Main Street program. Share the resources you get from MSI. Show the results of Challenge grants, promotions success, and increased valuation of downtown properties. Invite business owners to attend and let them know you're a constituency that should be heard.
- Engage in more diversity programming. The following is an example of Guymon OK in which they hosted a progressive dinner featuring different recipes from each country, using the event as a fundraiser to support diversity activities. In addition, speakers shared their personal, cultural stories and then dishes were served and then they visited tables. The city also suggested they would like to see MSO help offer incentives for minority and women-owned businesses.
- Work plans are critical to successful Main Street revitalization. Moving forward be sure to capture the details of all the work committees are involved in, including events, social media, maintenance, etc. These are plans that can be passed down to the next volunteer chair. Use shared drives and documents such as Google Docs for this purpose.
- As part of volunteer development recruitment and retention, identify what your volunteer needs are – specifically. Leverage your work plan as a recruitment tool by matching personal skills sets and interests to activities. Everyone within the organization should be encouraged to recruit as an advocated for MSO. If help is needed with watering and weed pulling, talk to Mount Pleasant about how they get volunteers to sign up for a week at a time to do that.
- Work with the city on putting more teeth in design review for downtown.
- The board should be prepared for a time in which there is a need for leadership transition. It's smart and prudent planning for any mature organization to look at succession planning.
- With two downtown hotels, consider launching in partnership, a hotel key card program that features a QR Code with deals from local businesses. An example of such a program is below:



This is a way to promote business year-round not just for a one- or two-day event. It may also be worth pursuing with the hotels not located in downtown. Businesses offer some type of deal like a buy one, get one half price.

## Summary

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Main Street Ottumwa is running a highly effective program, with a board that is fully engaged, and a top-notch executive director that is respected by the Main Street Iowa network. To drive further success, work on increasing your funding to support a new staff position and build off the excellent work already happening. New developments are exciting to see on the horizon. Keep things fresh by enlisting new thoughts and ideas from new volunteers and your increased diversity programming. Do this and your success will surely continue!

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: September 21, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

*Phil Reith*  
\_\_\_\_\_  
City Administrator Approval *CR*

AGENDA TITLE: Resolution #179-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Richmond Avenue Pump Station Improvements.

\*\*\*\*\*

\*\*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 #179-2021.

DISCUSSION: The project will consist of improvements to connect an existing 16 inch sanitary sewer force main to the Richmond Avenue Pump Station including trenched 12 inch and 16 inch force main piping, interior 8 inch and 12 inch piping and valves, air/vacuum valves in existing pits, portable pump connection and miscellaneous associated work. The Richmond Avenue Pump Station is located on the north side of Richmond Avenue to the west of North Milner Street.

Bids will be received and opened by the City of Ottumwa on October 13, 2021 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on October 19, 2021, or at a later date as determined by staff.

Funding:  
Sewer Fund     \$82,100.00

RESOLUTION #179-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE RICHMOND AVENUE PUMP STATION IMPROVEMENTS

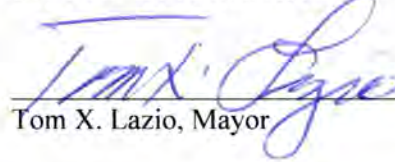
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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


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

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of September 2021.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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



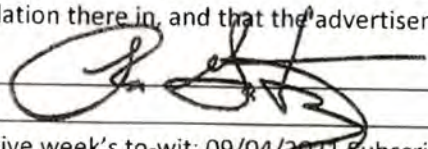


# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

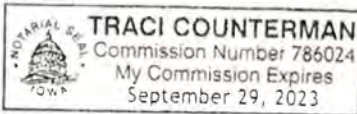
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Section 00010 Notice of Public Hearing  
City of Ottumwa



hereto attached was

published in said newspaper for 1 consecutive week's to-wit: 09/04/2021. Subscribed and sworn to before me, and in my presence, by the said 4th day of September, 2021



Notary Public

In and for Wapello County

Printer's fee \$25.08

## COPY OF ADVERTISEMENT

**SECTION 00010  
NOTICE OF PUBLIC HEARING**

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Richmond Avenue Pump Station Improvements, Ottumwa, Iowa at 5:30 o'clock p.m. on September 21, 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: The project will consist of improvements to connect an existing 16 inch sanitary sewer force main to the Richmond Avenue Pump Station including trenched 12 inch and 16 inch force main piping, interior 8 inch and 12 inch piping and valves, air/vacuum valves in existing pits, portable pump connection and miscellaneous associated work. The Richmond Avenue Pump Station is located on the north side of Richmond Avenue to the west of North Milner Street. All work and materials are to be in strict compliance with the Plans and Specifications prepared by Garden and Associates, Ltd. which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk.

PH Notice - Ap. P/S  
Richmond Ave Pump Station

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: September 21, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

*Phil Park*  
\_\_\_\_\_  
City Administrator Approval *dr*

AGENDA TITLE: Resolution #181-2021. Approve and authorize the Mayor to execute a perpetual Electric Line Easement for Lot 17 in Highland Park, an Addition to the City of Ottumwa.

\*\*\*\*\*

**\*\*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 #181-2021.

DISCUSSION: This will grant a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "line" or "lines") for transmitting electricity, communications and all corporate purposes of Interstate Power and Light Company, an Iowa Corporation.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #181-2021

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ELECTRIC LINE  
EASEMENT FOR INTERSTATE POWER AND LIGHT COMPANY

WHEREAS, this will Authorizing the Mayor to execute a perpetual Electric Line Easement for Interstate Light and Power Company, an Iowa Corporation for Lot 17 in Highland Park, an Addition to the City of Ottumwa.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Electric Line Easement for Interstate Light and Power Company, an Iowa Corporation is hereby approved and the Mayor is authorized to sign said Electric Line Easement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of September 2021.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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

9/16/21

**NOTICE OF PUBLIC HEARING  
OF THE OTTUMWA CITY  
COUNCIL ON THE MATTER  
OF A PROPOSAL TO CONVEY  
EASEMENT INTERESTS IN  
REAL PROPERTY TO INTER-  
STATE POWER AND LIGHT  
COMPANY, AN IOWA CORPO-  
RATION AND THE HEARING**

**THEREON PUBLIC NOTICE is hereby given that the Ottumwa City Council will hold a public hearing on September 21, 2021, at 5:30 P.M. in the City Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey an easement interest, pursuant to a proposed easement agreement (the "Easement"), to Interstate Power and Light Company, an Iowa Corporation across certain property owned by the City, which easement and property are described as follows: Lot 17 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa. A copy of the Easement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 105 E. 3rd Street, Ottumwa, Iowa. At the above meeting the City Council shall receive oral or written objections from any resident or property owner of said City, to the proposed Easement. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize the Easement. This notice is given by order of the City Council of the City of Ottumwa, as provided by Section 364.7, Code of Iowa. Dated this 14th day of September, 2021. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk**

## ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Ottumwa** ("Grantor(s)"), ADDRESS: **331 McPherson, Ottumwa, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Wapello**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

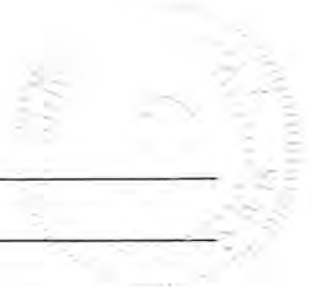
Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this 21 day of September, 2021

**GRANTOR(S):  
City of Ottumwa**

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



**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa  
COUNTY OF Wapello ss:

On this 21 day of Sept, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Tom X. LAZIO  
\_\_\_\_\_  
\_\_\_\_\_

to me personally known  
or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Katy King  
(Sign in Ink)  
Katy King  
(Printtype name)

Notary Public in and for the State of Iowa  
My Commission Expires: January 25, 2023

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_  
INDIVIDUAL  
\_\_\_\_\_  
CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
Corporate Seal is affixed  
\_\_\_\_\_  
No Corporate Seal procured

\_\_\_\_\_  
PARTNER(s)  
\_\_\_\_\_  
Limited Partnership  
\_\_\_\_\_  
General Partnership

\_\_\_\_\_  
ATTORNEY-IN-FACT  
\_\_\_\_\_  
EXECUTOR(s),  
\_\_\_\_\_  
ADMINISTRATOR(s),  
\_\_\_\_\_  
or TRUSTEE(s):  
\_\_\_\_\_  
GUARDIAN(s)  
\_\_\_\_\_  
or CONSERVATOR(s)  
\_\_\_\_\_  
 OTHER

municipality  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):  
City of Ottumwa, Iowa  
\_\_\_\_\_

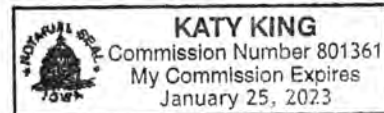


Exhibit "A"

Easement area 10 feet by 10 feet, for placement of facilities in the Southwest corner of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 17 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

ALL IN PARCEL 7413500015000 DESCRIBED BELOW.

# EXHIBIT 'A'

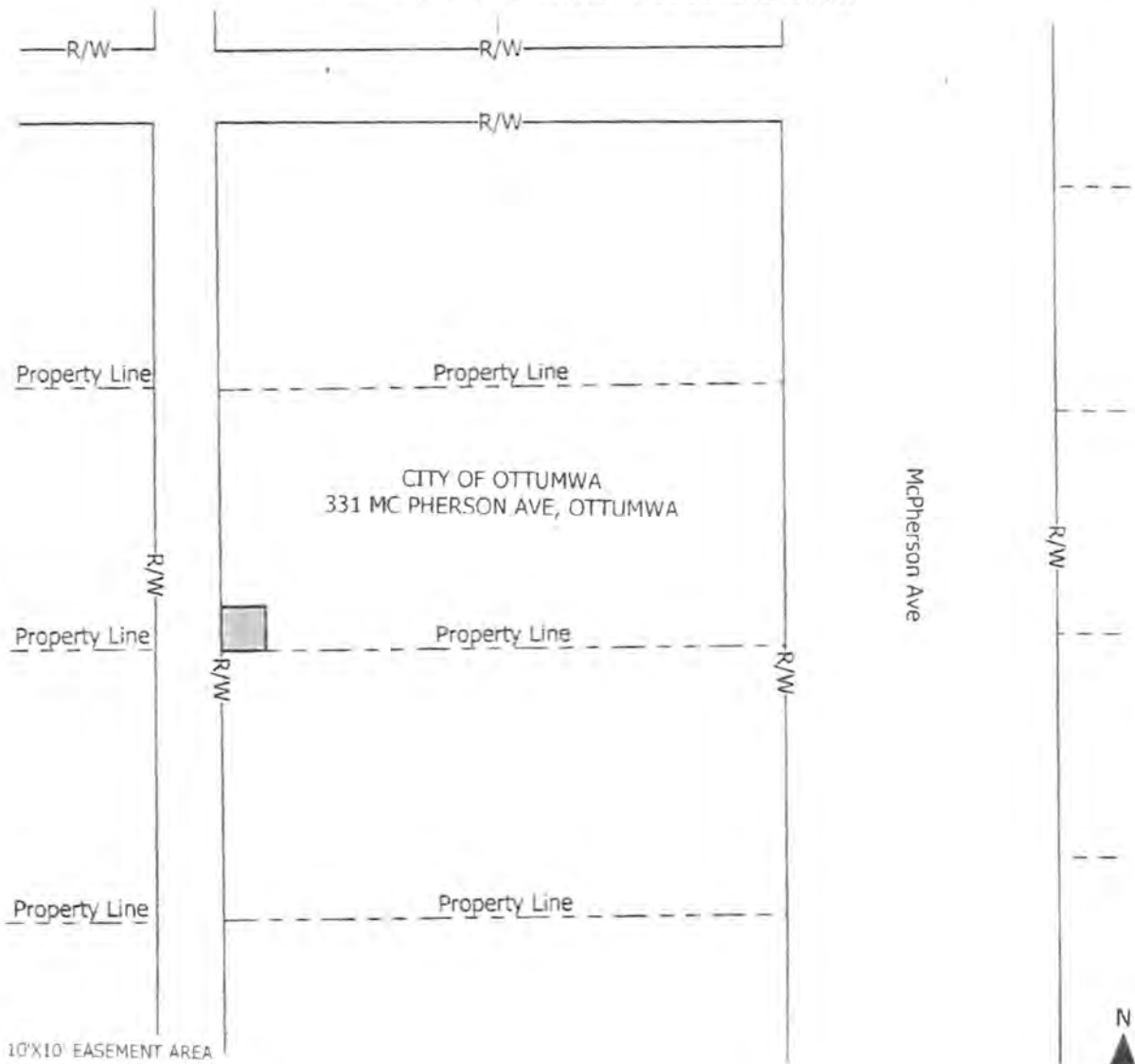
Easement area 10 feet by 10 feet, for placement of facilities in the Southwest corner of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 17 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 007413500015000 DESCRIBED BELOW



10'X10' EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC.  
NXC

N  
NOT TO SCALE  
ALLIANT #4202682



CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: September 21, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Phil Roth*  
City Administrator Approval *CR*

AGENDA TITLE: Resolution #182-2021. Approve and authorize the Mayor to execute a perpetual Electric Line Easement for the Northwesterly 37 feet of Lot 11 in Dixon and Hutchinson's Addition to the City of Ottumwa.

\*\*\*\*\*

\*\*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 #182-2021.

DISCUSSION: This will grant a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "line" or "lines") for transmitting electricity, communications and all corporate purposes of Interstate Power and Light Company, an Iowa Corporation.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #182-2021

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ELECTRIC LINE  
EASEMENT FOR INTERSTATE POWER AND LIGHT COMPANY

WHEREAS, this will Authorizing the Mayor to execute a perpetual Electric Line Easement for Interstate Light and Power Company, an Iowa Corporation for the Northwesterly 37 feet of Lot 11 in Dixon and Hutchinson's Addition to the City of Ottumwa.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Electric Line Easement for Interstate Light and Power Company, an Iowa Corporation is hereby approved and the Mayor is authorized to sign said Electric Line Easement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of September 2021.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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

9/16/21

**NOTICE OF PUBLIC HEARING OF THE OTTUMWA CITY COUNCIL ON THE MATTER OF A PROPOSAL TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY TO INTERSTATE POWER AND LIGHT COMPANY, AN IOWA CORPORATION AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Ottumwa City Council will hold a public hearing on September 21, 2021, at 5:30 P.M. in the City Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey an easement interest, pursuant to a proposed easement agreement (the "Easement"), to Interstate Power and Light Company, an Iowa Corporation across certain property owned by the City, which easement and property are described as follows: Lot 11 in Dixon and Hutchinson's, an Addition to the City of Ottumwa, Wapello County, Iowa. A copy of the Easement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 105 E. 3rd Street, Ottumwa, Iowa. At the above meeting the City Council shall receive oral or written objections from any resident or property owner of said City, to the proposed Easement. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize the Easement. This notice is given by order of the City Council of the City of Ottumwa, as provided by Section 364.7, Code of Iowa. Dated this 14th day of September, 2021. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk**

## ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Ottumwa, Iowa, a Municipal Corp.** ("Grantor(s)"), ADDRESS: **821 W Second, Ottumwa, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Wapello**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this 21 day of September, 2021

GRANTOR(S):  
City of Ottumwa, Iowa, a Municipal Corp.

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



**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa  
COUNTY OF Wapello ss:

On this 21 day of Sept, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

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

to me personally known  
or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Katy King  
(Sign in Ink)  
Katy King  
(Print/type name)

Notary Public in and for the State of Iowa  
My Commission Expires: January 25, 2023

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_  
\_\_\_\_  
\_\_\_\_ N/A  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured

\_\_\_\_ PARTNER(s)  
\_\_\_\_ Limited Partnership  
\_\_\_\_ General Partnership

\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s),  
\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_ GUARDIAN(s)  
\_\_\_\_ or CONSERVATOR(s)  
 OTHER  
municipality

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):  
City of Ottumwa, Iowa



Exhibit "A"

**Easement being a 5 foot by 5 foot area, or extensions thereof, of an electric line(s) in the Northeast corner (on or adjacent) to the property of the grantor. More particularly described by placement of the facilities at the time of construction on the following described property.**

The Northwesterly 37 feet of Lot 11 in Dixon and Hutchinson's Addition to the City of Ottumwa, Wapello County, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

ALL IN PARCEL 7413230015000 DESCRIBED BELOW.

# EXHIBIT 'A'

Easement being a 5 foot by 5 foot area, or extensions thereof, of an electric line(s) in the Northeast corner (on or adjacent) to the property of the grantor. More particularly described by placement of the facilities at the time of construction on the following described property.

The Northwesternly 37 feet of Lot 11 in Dixon and Hutchinson's Addition to the City of Ottumwa, Wapello County, Iowa.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 007413230015000 DESCRIBED BELOW



 5'X5' EASEMENT AREA  
DRAFTED BY: MI-TECH SERVICES, INC  
NXC

  
NOT TO SCALE  
ALLIANT #4202683

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Sep 21, 2021

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution No. 184-2021: RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND COBBLESTONE HOTEL DEVELOPMENT, LLC

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution No. 184-2021

DISCUSSION: Years of effort by City staff, Legacy Foundation, Meet Ottumwa, BVC staff and other partners have been put into growing the event capacity at Bridge View Center with an on-site hotel. The 2040 Our Ottumwa Comprehensive Plan identified the goal of enhancing and improving the Riverfront by establishing a hotel to support Bridge View Center. This development agreement with Cobblestone Hotel Development, LLC will advance that

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



goal by providing the land and appropriate incentives for a \$9.9 million, 45,916 square foot, 84 unit, 4-story hotel along Church St. in the Bridge View Center parking lot. The hotel is from the Main Street line of Cobblestone Hotels and with the street-front design will help with the longterm goal of bridging the divide between downtown and Church St. with a consistent Main Street feeling.

The development agreement transfers the property for the hotel building and guarantees exclusive access to 35 parking spaces. Bridge View Center and the hotel will share parking for the remainder of the hotel's parking needs. The agreement also commits the City to providing an additional 110 spaces of parking by paving the south portion of the BVC lot. This ensures there will be no net parking loss for BVC for the project.

Finally, the project includes appropriate development incentives. The project is in an Urban Renewal Area and the agreement includes a Tax Increment Financing rebate up to \$120,000 per year for 20 years not to exceed \$2.4 million. These are taxes paid on the added value that will be rebated to the developer. The City will also provide a \$500,000 site improvement allowance which is money from the Ottumwa Regional Legacy Foundation that passes through the City and not a direct spending of City funds. The agreement commits up to \$75 thousand from the City to address unforeseen site issues. Finally, the agreement provides for the City to pay permit fees for the project and reimburse those fees from the TIF district.

Finally, the agreement includes a minimum assessment agreement ensuring the assessed value of the development remains at least \$3.5 million for the duration of the agreement. That ensures the captured tax increment is sufficient to finance the rebate.

## ITEMS TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

September 21, 2021

5:30 P.M.

#### West Gate Economic Development Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Cobblestone Hotel Development, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Cobblestone Hotel Development, LLC.

### IMPORTANT INFORMATION

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

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

September 21, 2021

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

Holly Berg, Matt Dalbey, Marc Roe, Bob Meyers, Rick Johnson

Absent: None

Vacant: N/A

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Ottumwa and Cobblestone Hotel Development, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that ZERO written objections had been filed. The Mayor then called for oral objections and NONE were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member Meyers introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND COBBLESTONE HOTEL DEVELOPMENT, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at this place.

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

AYES: Berg, Dalbey, Roe, Meyers, Johnson

---

NAYS:

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 184-2021

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF OTTUMWA AND COBBLESTONE  
HOTEL DEVELOPMENT, LLC

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

WHEREAS, the Plan has subsequently been amended eight times, lastly by the adoption of Amendment No. 8 to the Plan, adopted by Resolution No. 217-2019, on October 1, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the WHEREAS, the City has received a proposal from Cobblestone Hotel Development, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the City would agree to sell to the Developer, and the Developer would agree to purchase, in consideration of Developer's other obligations under the Agreement, certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the Council has previously identified its support for a hotel adjacent to the convention center as an urban renewal project in the Plan; and, although the identity of the proposed developer and certain other details have changed over time, this proposed Agreement is the hotel project described in the Plan; and

WHEREAS, pursuant to the terms of the Agreement, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on the Development Property consisting of the construction of an approximately 45,916 square foot, 84 unit, 4-story hotel, to include standard and extended stay rooms, guest cocktail lounge, hot breakfast, fitness room, elevator, pool, guest laundry, meeting/conference space, and restaurant, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments annually generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19, but not to exceed \$120,000 annually; the cumulative total for all such payments not to exceed the lesser of \$2,400,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City would advance the Developer's costs for conditional use and/or variance fees, site and building plan review fees, building permit fees, and inspection fees related to construction of the Minimum Improvements, and the City would seek to recover the amount of those expenses by certifying the advanced costs for reimbursement through Tax Increment Financing; and

WHEREAS, the Agreement further proposes that the City would, subject to terms and conditions of the Agreement, provide the Developer with a \$500,000 Site Improvement Allowance from the City's Community Development Fund, and reimburse the Developer for up to \$75,000 in additional site remediation/preparation costs; and

WHEREAS, because the Development Property is located within an urban renewal area, the City's sale of the Development Property to Developer is subject to the provisions of Iowa Code Section 403.8; and

WHEREAS, the Agreement also proposes that, to satisfy the requirements in Iowa Code Section 403.8, Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$3,500,000, which allows the City to proceed without a competitive bidding process for sale of the Development Property; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to Developer and making grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.



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



PASSED AND APPROVED this 21<sup>st</sup> day of September, 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
  
\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 22 day of September, 2021.

Christ Reenhard  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01935824-1\10981-138

COUNTY RECORDER'S CERTIFICATE

I, \_\_\_\_\_, County Recorder of Wapello County in the State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, there was filed in my office a copy of a Memorandum of Agreement for Private Development dated \_\_\_\_\_, 2021, by and between the City of Ottumwa in the State of Iowa, and Cobblestone Hotel Development, LLC, approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, all duly certified, for recording and the same is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records in my office.

\_\_\_\_\_  
County Recorder of Wapello County in the State  
of Iowa

(COUNTY SEAL)  
01935827-1\10981-138

COUNTY RECORDER'S CERTIFICATE

I, \_\_\_\_\_, County Recorder of Wapello County in the State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, there was filed in my office a copy of a Minimum Assessment Agreement dated \_\_\_\_\_, 2021, by and between the City of Ottumwa in the State of Iowa, and Cobblestone Hotel Development, LLC, approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, all duly certified, for recording and the same is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records in my office.

\_\_\_\_\_  
County Recorder of Wapello County in the State  
of Iowa

(COUNTY SEAL)  
01935828-1\10981-138

**CITY OF OTTUMWA** 14 PM 3:3  
**Staff Summary**

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

Council Meeting of: Sep 21, 2021

Airport  
Department

Jay Wheaton  
Prepared By  
Duke Ball  
Department Head

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

AGENDA TITLE: Resolution No. 177-2021 a resolution authorizing the Mayor to sign a grant application from the Iowa Department of Transportation for runway lighting repairs at the Ottumwa Regional Airport.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 177-2021

DISCUSSION: This is applying for a grant to replace the Runway End Identifier Lights (REIL) located on the 22 Runway and to do repairs on one box sign. The IDOT is offering a grant to repair or replace runway lighting issues. Our current REIL are no longer being manufactured and parts will no longer be available. With advice from the IDOT, we have decided to upgrade to match our newer lighting system on Runway 13.  
Total Cost for Project: \$14,338.42  
IDOT Grant 70% (or \$10,000 Max): \$10,000.00  
City Responsibility: \$ 4,338.42

Source of Funds: 70% IDOT 30% Airport Fund

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION # 177 - 2021**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT APPLICATION FROM THE IOWA DEPARTMENT OF TRANSPORTATION FOR RUNWAY LIGHTING REPAIRS AT THE OTTUMWA REGIONAL AIRPORT.**

WHEREAS, funding is available from the Iowa Department of Transportation up to \$10,000 maximum for certain repairs for REIL for Runway 22 at the Ottumwa Regional Airport; and


WHEREAS, total repairs of REIL for Runway 22 will cost \$14,338.42, with City of Ottumwa being responsible for the balance of \$4,338.42 that will be paid out of the Airport Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: the Mayor is authorized to sign the application to apply for a grant from the Iowa Department of Transportation for Runway Lighting repairs at the Ottumwa Regional Airport.

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of September 2021

CITY OF OTTUMWA, IOWA

ATTEST:

  
Christina Reinhard, City Clerk

  
Tom Lazio, Mayor

**CITY OF OTTUMWA**  
Staff Summary

2021 SEP 14 AM 10:00

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

Council Meeting of: Sep 21, 2021

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 1202 CASTLE ON RESOLUTIONS NO. 260-2020 AND 12-2021.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 178-2021.

DISCUSSION: In July, the City obtained a default judgment awarding the City title to abandoned property at 1202 Castle. This resolution removes special assessments assessed to the property under previous ownership. Without removing these assessments, interest penalties will begin October 1, 2021.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 178-2021

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 1202 CASTLE ON RESOLUTIONS NO. 260-2020 AND 12-2021.

WHEREAS, Resolution No. 260-2020, Tract #25 included an assessment for delinquent mowing fees for 1202 Castle in the amount of \$400.00 plus \$5.00 in administrative costs; and

WHEREAS, Resolution No. 12-2021 included an assessment for nuisance abatement for 1202 Castle in the amount of \$329.25 plus \$5.00 in administrative costs; and

WHEREAS, on July 27, 2021 the City obtained an order for default judgement in Case No. EQEQ112762 awarding title to the abandoned property at 1202 Castle to the City; and

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

The special assessments for 1202 Castle in the amount of \$739.25 including administration costs be removed from Resolutions No. 260-2020, 12-2021.

Approved, passed and adopted this 21<sup>st</sup> day of September 2021.

CITY OF OTTUMWA, IOWA

BY   
Tom Lazio, Mayor

ATTEST:

  
Chris Reinhard, City Clerk





[ CITY OF ]  
OTTUMWA

September 22, 2021

Wapello County Treasurer  
Wapello County Courthouse  
101 W. Fourth  
Ottumwa, IA 52501

RE: Res. No. 178-2021 – Removing special assessments applied to 1202 Castle on Resolutions No. 260-2020 and 12-2021.

The assessments applied to:

RES NO.	TRACT NO.	ADDRESS	PROPERTY OWNER	LEGAL	AMOUNT	INTEREST	ADMIN	TOTAL
260-2020	25	1202 CASTLE	CHARLES BAIRD	CASTLE'S ADD LOT 39 EX E 53'	\$400	\$0	\$5	\$405
12-2021	3	1202 CASTLE	CHARLES BAIRD	CASTLE'S ADD LOT 39 EX E 53'	\$329.25	\$0	\$5	\$333.25

Please remove the special assessments applied to this property through Resolutions No. 260-2020 and 12-2021.

Please let me know should you require anything additional to complete this request.

Thank-you!

Sincerely,

Christina Reinhard  
City Clerk  
cc: Zach Simonson, Director of Community Development