



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 4
Room 108, City Hall

February 7, 2023
5:30 O'Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
2. Return to open session and continue into Regular Meeting schedule.

REGULAR MEETING NO. 4
Council Chambers, City Hall

February 7, 2023
5:30 O'Clock P.M.

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

1. Potential consideration of Resolution No. 21-2023, Approval of Release & Settlement Agreement between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 2 on January 17, 2023 as presented.
2. Approve a two-year lease Agreement with Erhardt Industries, LLC for the use of a rental aircraft for flight instruction at the Ottumwa Regional Airport.
3. Civil Service Commission Eligibility List for February 1, 2023: PW – Equipment Operator Entrance.
4. Resolution No. 19-2023, fixing February 21, 2023 as the date for a public hearing on the proposal to convey certain real property locally known as 2417 Emma Street, Ottumwa, Iowa to Wapello Emergency Management Commission, and providing for publication of notice thereof.
5. Beer and/or liquor applications for: Uncle Buck's Bar & Grill, 518 Church St.; The Keg, 622 Church St., with outdoor service area; Ottumwa Golf & Social Club, 304 E. Golf Ave., with outdoor service area; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving FY24 Maximum Property Tax Dollars.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 6-2023, approving the maximum property tax dollars for Fiscal Year 2024.

RECOMMENDATION: Pass and adopt Resolution No. 6-2023.

G. ORDINANCES:

1. Ordinance No. 3211-2023, an Ordinance establishing regulation applicable to the use of Utility Terrain Vehicles and Amending Chapters 23 and 26 of the Code of Ordinances of the City of Ottumwa.

RECOMMENDATION: Pass first consideration of Ordinance No. 3211-2023.

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

1. Consideration for the Police Department to submit for a grant to pay for 50% of the costs for body worn cameras.

RECOMMENDATION: Approve and Authorize the Ottumwa Police Department to submit for a grant through the Small Rural Tribal Body Worn Camera Program.

I. RESOLUTIONS:

1. Resolution No. 14-2023, approving an Agreement with Interstate Power and Light Company (a/k/a Alliant Energy) for Facilities Restoration and Planned Services.

RECOMMENDATION: Pass and adopt Resolution No. 14-2023.

2. Resolution No. 16-2023, approving and authorizing execution of Amendment No. 1 to the Agreement for Private Development by and between the City of Ottumwa and HCI52501 Investment, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 16-2023.

3. Resolution No. 17-2023, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, totaling \$736,938 and subject to review by the local assessor.

RECOMMENDATION: Pass and adopt Resolution No. 17-2023.

4. Resolution No. 18-2023, removing a special assessment applied to 230 S. Foster on Resolution No. 252-2013.

RECOMMENDATION: Pass and adopt Resolution No. 18-2023.

5. Resolution No. 22-2023, awarding the contract for the Lake Road Culverts Project to Rock N Load of Decorah, Iowa, in the amount of \$114,575.

RECOMMENDATION: Pass and adopt Resolution No. 22-2023.

6. Resolution No. 23-2023, approving Change Order No. 5 clerical error correction and approving Change Order No. 6 for the North Market Façade Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 23-2023.

7. Resolution No. 24-2023, providing for the financial support of the Area 15 Regional Planning Commission for Fiscal Year 23/24.

RECOMMENDATION: Pass and adopt Resolution No. 24-2023.

8. Resolution No. 25-2023, providing for the financial support of the Regional Planning Affiliation (RPA 15) for Fiscal Year 23/24.

RECOMMENDATION: Pass and adopt Resolution No. 25-2023.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 2/2/2023 TIME: 3:20 PM 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 #4 to be held on 2/7/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO.	2685	
DEPT. ID	4717	
PGS.	4	
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



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JOB NO.	2685	
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ST. TIME	02/02 15:16	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 7, 2023

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 21-2023 - Approving a Release and Settlement Agreement Between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 21-2023.

DISCUSSION: In February of 2021 the City Council approved a payment of \$116,000 from the Transit Fund to payout the remaining obligation from the transfer of transit services to Ten-Fifteen Regional Transit Agency (10-15). At the time 10-15 questioned the final payment and did not cash the check. The dispute resulted in the filing of a suit by 10-15, which has recently come to a conclusion with the proposed release and settlement agreement for the previous authorized \$116,000. This would be paid from the Transit Fund.

Source of Funds: Transit Fund

Budgeted Item: Budget Amendment Needed: Yes

RESOLUTION NO. 21-2023

RESOLUTION APPROVING A RELEASE AND SETTLEMENT AGREEMENT BETWEEN TEN-FIFTEEN REGIONAL TRANSIT AGENCY AND THE CITY OF OTTUMWA, IOWA

WHEREAS, on April 21, 2020 the City of Ottumwa, Iowa passed and adopted Resolution 69-2020 a resolution to transfer transit services to Ten-Fifteen Regional Transit Agency; and

WHEREAS, the Agreement for Transfer of Services, Equipment & Facilities Between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa adopted as part of Resolution 69-2020 identified “Ottumwa Transit shall account for the payment of any personnel related costs due to the loss of jobs related to the transfer of service to 10-15 Transit. Personnel related costs may include unemployment benefits, accrued leave payouts and/or other eligible post-employment benefits;” and

WHEREAS, an accounting was completed and a balance of \$116,000 was projected to be available to transfer to 10-15 Transit in recognition of the remaining obligation under the Agreement; and

WHEREAS, on February 16, 2021 the City of Ottumwa, Iowa passed and adopted Resolution 44-2021 a resolution to transfer cash assets in the amount of \$116,000 to Ten-Fifteen Regional Transit Agency; and

WHEREAS, there was a dispute of said accounting which resulted in the filing of a suit by 10-15 Regional Transit Agency in recognition of the remaining obligation under the Agreement; and

WHEREAS, a settlement was negotiated between Ten-Fifteen Regional Transit and the City of Ottumwa, Iowa.

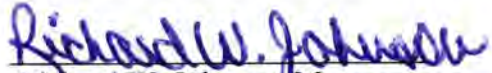
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the City Council of the City of Ottumwa, Iowa approve the attached Release and Settlement Agreement between Ten-Fifteen Regional Transit Agency and the City of Ottumwa Iowa. As a result of the approval of this agreement the City of Ottumwa, Iowa will cancel the original check issued on February 19, 2021 and reissue payment in the amount of \$116,000 from the Transit Fund to Ten-Fifteen Regional Transit Agency.

That the Mayor and City Clerk are hereby authorized and directed to execute said resolution and the City Administrator is hereby authorized and directed to execute the Agreement.

APPROVED, PASSED AND ADOPTED, this 7th day of February, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

RELEASE & SETTLEMENT AGREEMENT

This Release & Settlement Agreement ("Agreement") is entered into between Ten-Fifteen Regional Transit Agency (referred to herein as "Ten-Fifteen") and City of Ottumwa, Iowa ("City") for the consideration and mutual promises hereinafter stated. Ten-Fifteen and City are at times referred to as "the parties" or a "party".

WHEREAS, Ten-Fifteen has asserted a claim of breach of contract against City arising out of an Agreement for Transfer of Services Equipment & Facilities ("Contract");

WHEREAS, Ten-Fifteen filed a Petition and Amended Petition with the Iowa District Court for Wapello County entitled *Ten-Fifteen Regional Transit Agency v. City of Ottumwa, Iowa*, Case No. LALA106282, (collectively herein after referred to as the "Litigation");

WHEREAS, City has denied any and all accusations and liability related to Ten-Fifteen's allegations; and

WHEREAS, the parties to this Agreement wish to settle and compromise the disputes and claims between each other as set forth in the Agreement related to any facts, acts, events, or otherwise pertaining to Ten-Fifteen's claims and allegations which have or could have been asserted through the present date, without the necessity of further litigation and/or a trial on the merits with all of the attendant expenses, all without admission of wrongful conduct, fault, or culpability on the part of the parties;

THEREFORE, the parties, in consideration of the foregoing and the payments and mutual promises set forth in this Agreement, agree as follows:

1. Consideration. It is understood and agreed by Ten-Fifteen that as full, sufficient, and complete consideration for Ten-Fifteen's promises and releases made herein, the following payment of a combined total sum of One Hundred and Sixteen Thousand Dollars (\$116,000.00) shall be made to Ten-Fifteen, following the receipt of an appropriate W-9, in the form of a check payable to Ten-Fifteen Regional Transit Agency, in full and final settlement of all claims. The parties hereby recognize and agree this payment shall replace, and not supplement or add to, a prior payment issued by City to Ten-Fifteen in the amount of \$116,000.00 that Ten-Fifteen did not compromise/cash.

Said sum shall be paid in order to avoid the cost of litigation and is full payment for settlement of all claims that were or could have been raised by Ten-Fifteen or any time in the future based upon facts now known or unknown to the parties. City will not be liable in any manner for the distribution, division, or payment of any portion of these funds to or involving any other claimants thereto. This payment will be issued within 30 days of receipt of both the fully executed settlement agreement and appropriate W-9 for Ten-Fifteen. Upon tender of the respective sum, City will have fully met its obligations under this Agreement.

2. Valid Consideration. Ten-Fifteen expressly agrees and acknowledges that the payment described in Paragraph 1 above is not payment to which it is otherwise entitled. Except as stated in this Agreement, Ten-Fifteen shall not be entitled to any compensation, remuneration, benefits, or other payments from City.

3. Taxes. Ten-Fifteen agrees that if any state, federal, or local taxes are owing from it on the sums set forth in Paragraph 1 that it will assume all responsibility for payment of any such taxes, together with any interest and/or penalties due thereon to any state, federal, or local authority. Ten-Fifteen further agrees to indemnify the parties released under Paragraph 4 regarding any liability or expense for any claims or determinations hereafter regarding the payment of taxes, interest charges or penalties relating to any payments made to or discharge given by Ten-Fifteen pursuant to this Agreement.

4. Release. In consideration of the payment set forth within Paragraph 1, and other good and valuable consideration, Ten-Fifteen and all its personal representatives, successors, executors, subrogees, subrogors, indemnitors, indemnitees, predecessors, legal representatives and assigns do hereby agree to fully and forever release, acquit, exonerate and discharge the City of Ottumwa, Iowa, and its insurers, divisions, affiliates, officers, agents, employees, volunteers, assignees, indemnitors, indemnitees and attorneys, legal representatives and assigns for the foregoing entity (collectively referred to as "Released Parties," and individually as a "Released Party"), from any and all claims, demands and causes of action for all losses, costs, charges, expenses and damages of every kind, nature and character, now existing or hereafter arising, foreseen or unforeseen, known or unknown or hereafter becoming known, resulting directly or indirectly, proximately or remotely, from the Contract (specifically, but not limited to, Paragraph D) or any circumstances and events involved in the afore-mentioned Litigation and all claims which were asserted or could have been asserted within or related to the Litigation from the beginning of time to present date.

5. No Further Litigation. At no time subsequent to the execution of this Agreement will Ten-Fifteen file or maintain, or cause or knowingly permit the filing or maintenance, in any state, federal, or foreign court, or before any local, state, federal, or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature, and character whatsoever, known or unknown, which it may now have, or has ever had against City or any other Released Party based in whole or in part upon the Contract (specifically, but not limited to, Paragraph D) or any matter referred to herein (including Paragraph 4 above) prior to its execution of this Agreement.

6. Dismissal. Ten-Fifteen stipulates and agrees that in consideration of the payment and representations described herein, it shall cause to be filed a Dismissal With Prejudice of any and all claims it has filed against City, promptly and timely, including in the legal proceedings presently pending before the Iowa District Court for Wapello County upon receipt of, and before negotiating, the payment referenced in Paragraph 1. Ten-Fifteen further stipulates and agrees that in the event it has instituted any other legal proceedings against City or other Released Parties that it will immediately file a Dismissal With Prejudice of any and all such pending claims in any administrative body, court of law, or private entity, of any kind or nature whatsoever. Ten-Fifteen further agrees that each party to the Litigation shall bear their own fees and costs such that Ten-Fifteen does not expect and will not accept or receive any payments from City or other Released Parties for fees and/or costs that she has incurred and/or which would be attributable to the Litigation (except as referenced in Paragraph 1).

7. No Admission of Liability. Liability for any and all of Ten-Fifteen's claims are expressly disputed and denied by City and the Released Parties. It is understood and agreed that this is a compromise settlement of any and all claims, and that neither this Agreement itself, the offering of it, nor the furnishing of the consideration for this Agreement shall be deemed or construed at any

time for any purpose as an admission of City's liability or responsibility for any wrongdoing of any kind. Ten-Fifteen agrees this settlement is in full compromise of a disputed claim both as to the question of liability and as to the nature and extent and damages and that payment is not to be construed as an admission of liability.

8. Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of the parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

9. Liens. Ten-Fifteen represents and agrees that it shall be solely responsible for any outstanding liens or subrogation claims arising from the matters referred to in this Agreement. Ten-Fifteen further agrees that it shall be solely responsible for its own fees, bills and expenses, and that no other party will pay any such fees, bills or expenses on his behalf. Ten-Fifteen guarantees that it will ensure the satisfaction of any and all liens or expenses, whether currently existing or arising in the future, for expenses purportedly arising from the circumstances, events, and/or occurrences set forth within the aforementioned Litigation and for which this Agreement is made

10. Entire Agreement. This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this Agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

12. Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard for its choice-of-law provisions.

13. Severability. Except as otherwise provided in this Paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

14. Knowing and Voluntary Waiver. In entering into this Agreement, no party has relied on any representations or warranties of any other party, other than the representations or warranties expressly set forth in this Agreement. The parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

15. Jointly Drafted. Because the parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any party as

the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the parties.

16. Warranty of Capacity to Execute Agreement. Ten-Fifteen represents and warrants that no other person or entity has, or had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Ten-Fifteen has the sole right and exclusive authority to execute this Agreement; and that Ten-Fifteen has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

17. Effectiveness. This Agreement shall become effective as of the date it is signed. This Agreement shall become effective immediately upon execution and may be executed by duplicate of the original, in which event all original signed copies shall be the original document.

ALL PARTIES EXECUTING THIS AGREEMENT STATE THAT THEY HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND CONSULTED AN ATTORNEY IF BELIEVED NECESSARY BEFORE EXECUTING THIS GLOBAL RELEASE & SETTLEMENT AGREEMENT.

THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, EXCEPT AS OTHERWISE STATED IN THE AGREEMENT.

I have read the foregoing and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

2/3/2023
Date

Jay Allison
Duly authorized representative of Ten-Fifteen Regional Transit Agency
By: [Signature]

Subscribed and sworn to before me by the said Jay Allison (representative of Ten-Fifteen Regional Transit Agency) on this 3 day of February, 2023.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA



2/8/2023
Date

Philip Rath
Duly authorized representative of City of
Ottumwa, Iowa
By: *Philip Rath*

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REGULAR MEETING NO. 2
Council Chambers, City Hall

January 17, 2023
5:30 O'Clock P.M.

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

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

Roe moved, seconded by Galloway to approve consent agenda items: Mins. from Regular Mtg. No. 1 on Jan. 3, 2023 as presented; Ack. Oct. and Nov. financial stmts. and pymt. of bills as submitted by Finance Dept.; Approve Proclamation of Jan. 2023 as Slavery and Human Trafficking Prevention Month; Approve one-yr. lease Agt. with Heartland Aviation, LLC for use of rental aircraft for flight instruction at Ottumwa Reg. Airport; Approve two-yr. lease Agt. with Erhardt Industries, LLC for use of rental aircraft for flight instruction at Ottumwa Reg. Airport; Approve engine repair of Unit #129, 2014 International 7300 Snowplow, at O'Halloran International for a max. cost of \$28,882.10; Res. No. 5-2023, setting Feb. 7, 2023 as date of public hearing for consideration of Max. Property Tax Dollars for the City's proposed FY24 Budget; Res. No. 13-2023, directing Alliant Energy to revise lighting system on existing dedicated structure located in 1300 block of E. Court St.; Beer and/or liquor applications for: Fareway Stores, Inc., 1325 Albia Rd.; Recovery Room, 2258 W. Second; Dollar General Store #7179, 721 N. Quincy Ave.; Dollar General Store #2898, 921 E. Main St.; Hy-Vee Wine & Spirits, 2453 N. Court; Hy-Vee Fast & Fresh, 1027 N. Quincy Ave.; Hy-Vee Fast & Fresh, 2457 N. Court St.; Ottumwa Golf & Social Club, with OSA, 304 E. Golf Ave.; Cedar Creek Golf Course with OSA, 13120 Angle Rd.; all applications pending final inspections. All ayes.

Galloway moved, seconded by Roe to approve the agenda as presented with removal of Item No. I-4, Res. No. 14-2023, approving an Agt. with Interstate Power & Light Comp. (a/k/a Alliant Energy) for Facilities Restoration and Planned Services. All ayes.

City Admin. Rath reported we will hold a special work session on Jan. 31, 2023 with guests Bridge City Sanitation in attendance.

Mayor Johnson 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 approving plans, specs., form of contract and est. cost for Albia Rd. North Quincy Ave. Roundabout Project. PW Dir. Seals reported the City was awarded \$500,000 Traffic Safety Improvement Program (TSIP) grant to address intersections with a high number of conflict points resulting in a high number of accidents. The intersection of Albia Rd. and Quincy Ave. met the requirements. The proposed roundabout will improve safety for motorist and pedestrian traffic. Bids due Feb. 28, 2023. Est. construction May, 2023-Sept. 2023 (135 working days). Justin Campbell and Kent Ellis of Shive Hattery presented specifics for roundabout projects and how they are not only a safety investment but financially responsible too. This location originally presented 32 conflict points. This is decreased to 8 with installation of a roundabout. No objections were rec'd. Galloway moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Hull that Res. No. 8-2023, approving plans, specs., form of contract and est. cost for Albia Rd. N. Quincy Ave. Roundabout Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Lake Rd. Culvert Project. Seals reported the culverts are part of Lake Rd. reconstruction and

are being let separate since typically performed by subcontractors. Once the culverts are installed, the roadway surface project will be let. Bids due Feb. 1, 2023. No objections were rec'd. McAntire moved, seconded by Pope to close the public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 9-2023, approving plans, specs., form of contract and est. cost for Lake Rd. Culvert Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Green St. Sewer Improvement Project. Seals reported during both the Main St. Projects (Vine to Jefferson) and (Jefferson to Market), a separate storm system was installed and then re-combined at the Main and Green St. intersection. This project will connect the newly installed storm systems and complete the backbone for future separations. This project originally bid March 23, 2022; one bid rec'd that was over budgeted amt. Project has been redesigned. Bids due Feb. 28, 2023. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Hull moved, seconded by Roe that Res. No. 10-2023, approving plans, specs., form of contract and est. cost for Green St. Sewer Improvement Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for Sycamore (Greater Ottumwa) Park Tennis Ph. One Project. Comm. Dev. Dir. Simonson reported the project would construct twelve post-tension concrete tennis courts with lighting and fencing. This project is the first undertaken as part of the Greater Ottumwa Park Master Plan. Est. cost \$2.2 Million, with \$1.5 Million already secured (\$750,000 from CIP, \$750,000 from Ottumwa School Dist.). Rath added now that we have plans in place, the Friends of Ottumwa Parks will begin fundraising efforts. Galloway stated she remembered the conversation differently; three equal parts – City, School, and Friends (\$750,000 from each entity to reach \$2.2 Million.) We know that the school is 100% committed to this project, as is the City; want to make sure Friends comes in with their portion as originally discussed. Hull agreed with Galloway, when they discussed this before, it would be a three-way split and now we are being told something different. Rath responded, if Friends had any money in their coffers, they would have been able to commit that to the project, but funds are not on hand and they have been waiting to see the final layout of the plans before beginning to fundraise. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Hull that Res. No. 15-2023, approving plans, specs., form of contract and est. cost for Sycamore (Greater Ottumwa) Park Tennis Phase One Project, be passed and adopted. All ayes.

Roe moved, seconded by Galloway to approve contract to purchase two dual purpose police dogs, training for two assigned officers, police emergency vehicle equip., canine transport/care equip., officer equip./uniforms and installation for two current police utility vehicles. Lt. Parmenter stated training for the canine handlers will begin March 6-31, 2023. The dept. has been seeking donations and contributions to assist in funding the program. Tree Town Consultants LLC will provide two dogs (Havoc and Rico) and training for agreed upon services, totaling \$22,500. RACOM \$44,451.92 of necessary equip. and installation for K-9 services. The dept. has secured \$38,000 for these services so far. All ayes.

Hull moved, seconded by McAntire that Res. No. 7-2023, approving City portion of maint. costs related to elevator repairs at Law Enforcement Center totaling \$43,382, be passed and adopted. Rath explained as part of the Joint Law Enforcement Center (JLEC), the City of Ottumwa and Wapello County share common space and amenities. Schumacher Elevator repaired the outdated elevator for a total \$86,764, which the City is responsible for half. All ayes.

Hull moved, seconded by McAntire that Res. No. 11-2023, auth. Mayor to execute one (1) Perm. Easement and four (4) Temp. Construction Easement Agt. for Construction and Maint. of Public Improv. for CSO Ph. 8, Div. 1, E. of Iowa Ave. Sewer Separation Project, be passed and adopted. All ayes.

Hull moved, seconded by Pope that Res. No. 12-2023, approving Change Order No. 6 for Blake's Branch Sewer Separation Ph. 8, Div. 1 Project, be passed and adopted. Seals reported CO No. 6 increases contract by \$12,329.93; new contract sum \$12,173,797.18. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Brad Grefe, Senior Planner Area 15 RPC, shared that it is his last week as a resident of Ottumwa. Shared newspaper articles from 1998 – Revitalization is Possible in Downtown Ottumwa and 2006 – Parks Plan is nearly complete. This shows that the ideas were there and now, the City is making some traction. Keeping the momentum going will help us stay competitive. If you don't have a good downtown, you won't have a good community.

Rath also shared rumors of ambulance services in the community; assure the council and public that we are working together with ORMICS, our staff, ORHC and the County on what to do about the staffing shortages epidemic. There will be a coordinated stmt. going out in the near future from the group.

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

Adjournment was at 6:44 P.M.

ATTEST:


Christina Reinhard
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Richard W. Johnson
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 1/26/2023.

received
2-2-23 1154

Item No. B.-2.

[Redacted stamp]

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Approve the lease agreement for the use of a rental aircraft at the Ottumwa Regional Airport.

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

RECOMMENDATION: Approve the lease and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: This is a lease renewal with the current aircraft we have been using since August 3rd 2021. The aircraft will soon be getting an engine overhaul which is the reason for changing the lease from a one year to a two year lease. The owner is going to spend approx. \$25,000.00 to replace the engine. The rental rate to the owner will continue to stay the same at \$50.00 per flight hour. The aircraft has been rented approx. 480 hours since the first lease was executed on Aug. 3rd 2021. This was originally approved at the January 17th 2023 City Council Meeting. The only change is the insured Hull Coverage was changed from \$35,000 to \$50,000. Staff is requesting City Council to approve the lease and authorize the Mayor to sign the agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed: **NO**

AIRCRAFT LEASE AGREEMENT

ARTICLE 1 - PARTIES:

This aircraft lease agreement is entered into effective this 1ST day of JANUARY, 2023, by and between ERHARDT INDUSTRIES, LLC., hereafter referred to as the "Lessor," and the City of Ottumwa, hereafter referred to as the "City."

The Lessor is a LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF IOWA. Lessor's address is 11623 48TH STREET, OTTUMWA, IOWA 52501.

The City is a municipal corporation, created pursuant to the laws of the State of Iowa. The City's address is 105 East Third Street, Ottumwa, IA 52501.

ARTICLE 2 - AIRCRAFT, TITLE:

Lessor hereby leases to the City one PIPER PA28-140 CHEROKEE with FAA registration number N7207J, hereinafter called the "aircraft." The City shall have non-exclusive possession of the aircraft for use at its discretion, but Lessor shall retain title at all times.

Manufacturer of Aircraft: PIPER

Model: Serial number: 28-24540

FAA Registration No.: N7207J

Engine Make: LYCOMING

Equipment and Accessories: SEE APENDIX A

ARTICLE 3 - INITIAL AIRCRAFT LOCATION AND CONDITION:

The Lessor will provide the above listed aircraft to the City at the Ottumwa Regional Airport in an airworthy condition, with a current inspection, and in compliance with all current airworthiness directives. Upon delivery of the aircraft by Lessor to City, the City shall have the right to conduct an inspection of the aircraft to determine its condition, including non-standard equipment. The results shall be noted on Appendix A which shall be attached to and incorporated into this agreement by reference.

ARTICLE 4 - TERM:

This agreement shall commence on the 1ST day of JANUARY, 2023 and end two years after the date of commencement. Subject to termination rights set out in this agreement, this agreement shall renew automatically for successive one-year terms.

ARTICLE 5 - PAYMENTS:

City shall pay to Lessor as rental for the use of the Aircraft Fifty Dollars (\$50.00) per flight hour as recorded on the Aircraft Hobbs meter.

Payments shall be due to Lessor within THIRTY (30) days after the conclusion of each monthly period. The City shall be responsible for providing Lessor with monthly reports of the use of the Aircraft with the monthly payments without waiting for an invoice from Lessor.

ARTICLE 6 - MAINTENANCE:

1 The City, at its own cost and expense, shall service, repair, maintain, test or cause the same to be done to the Aircraft during the term of this Agreement (i) to keep the Aircraft in good operating condition and appearance and (ii) to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations, except for those items listed in subparagraph 2 below. The City shall maintain all records, logs and other materials required by the United States Department of Transportation or the Federal Aviation Administration to be maintained in respect to the Aircraft and shall promptly furnish to Lessor, upon Lessor's request, such information as may be required to enable Lessor to file any reports required to be filed with any governmental authority because of Lessor's interest in the Aircraft.

2 Lessor, at its own cost and expense, shall provide parts, outside labor (parts overhaul/radio & instrument repairs), outside inspections (2 year transponder checks, etc.), oil at oil changes, and major engine work (overhaul) necessary to keep the Aircraft in good operating condition.

ARTICLE 7 - INSURANCE:

The City will purchase and maintain during the term of this agreement an insurance policy with at least the following coverages: (a.) total bodily injury/property damage liability of \$1,000,000.00 /incident, with sub-limits of no less than \$100,000.00 per person, and \$50,000.00 Hull Coverage (the "City Insurance"). The City Insurance shall cover the uses intended by this agreement and shall also name the Lessor as additional insured parties. The City will pay any insurance deductible resulting from a claim against the City Insurance and if a loss is not covered by City Insurance, the City will take reasonable efforts to collect the repair costs from the party at fault. The exception to this is if the Lessor is determined at fault for the accident, in which case the Lessor shall be responsible for any resulting costs or expenses.

ARTICLE 8 - RENEGOTIATION OF RATES:

Each year during the month of December the Lessor and the City will have an opportunity to renegotiate the lease rates and such agreement will be included as amendments to this lease. The new rate will take effect on January 1st of the following year. In the event the parties have not agreed upon rates prior to December 15 of each year, then this agreement shall automatically terminate on December 31 of that year and the aircraft shall be returned to Lessor as provided in Article 11 – Return.

ARTICLE 9 - TERMINATION FOR CONVENIENCE:

Either party may submit a notification of termination for convenience by giving sixty (60) day prior written notice of termination to the other party. In order to terminate for convenience with less than sixty (60) days' notice, both parties must agree in writing to a different time period. After this time period, all use of the aircraft will be stopped by the City and the City has thirty (30) days to pay all agreed upon costs to the Lessor, and this lease will be terminated. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 10 - TERMINATION FOR CAUSE:

Either party may submit a notification of termination for cause if they feel that this contract has been

breached. The notification must list the contract item or item(s) that have been breached, the reason the party feels they have been breached, whether or not immediate use of the aircraft must cease, and why they feel that an agreeable solution cannot be reached. The City has thirty (30) days to pay all agreed upon costs to the Lessor. The effective date of the termination will be at the end of this thirty (30) days. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 11 - RETURN:

Upon termination of this Agreement for any reason, the City shall return the Aircraft to the Lessor at the same location where it was received with all of the equipment listed in Appendix A unless that equipment was replaced due to maintenance or at the direction of the Lessor or was removed at the direction of the Lessor. The Aircraft shall be returned in the same condition in which it was received from Lessor, ordinary wear and tear excepted.

ARTICLE 12 - NOTICE:

- 1) Any notice in connection with this Agreement shall be in writing and delivered personally to the appropriate party or
 - a) Sent via a nationally recognized overnight courier service, or
 - b) Mailed to the appropriate party by registered or certified mail, postage prepaid, return receipt requested, at the address set forth in the introduction to this Agreement. Notices shall be sent to:

To Lessor: ERHARDT INDUSTRIES, LLC
[Address]: 11623 48th STREET, OTTUMWA, IOWA 52501

To City: CITY OF OTTUMWA
[Address]: 105 EAST THIRD STREET, OTTUMWA, IOWA 52501

- 2) Notice shall be deemed effectively given when: (a) Delivered personally to the other party for whom intended; (b) one (1) day following the deposit of a nationally recognized overnight courier; or (c) five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth herein. Either party may designate a different address by notice to the other given in accordance herewith.

ARTICLE 13 - ASSIGNMENT:

This Agreement may not be transferred or assigned by either party without prior written approval signed by the other party.

ARTICLE 14 - ATTORNEY FEES:

In the event any action is filed in relation to this Agreement, each party shall be responsible for its own attorney's fees.

ARTICLE 15 - WAIVER:

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

ARTICLE 16 - SEVERABILITY:

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

ARTICLE 17 - PARAGRAPH HEADINGS:

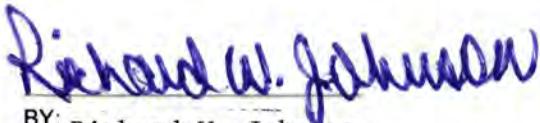
The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

ARTICLE 18 - ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties. This lease agreement, along with Appendix A has been reviewed by the undersigned, who are or represent the parties of the agreement, and has been found acceptable and thus executed on the 1ST day of JANUARY, 2023.

CITY:

LESSOR:



BY: Richard W. Johnson
ITS: Mayor

BY: [PRINTED NAME]
ITS: [TITLE]

APPENDIX A

List of Non-Standard Equipment and Logs in Aircraft at Time of Lease Signing and Condition

Date of inspection: 01/01/2023

City representative(s) present:

Duke Ball

Radios and condition:

Collins audio panel, Collins transponder, Tail Beacon ADS-B out, #1 Com.- King KX155, #2 Com.- King KX175B

Navigation equipment and condition:

#1 Nav.-King KX155 w/VOR/LOC/GS, #2 Nav- King KX175B w/VOR/LOC, King KN62 DME

Other:

No wheel pants installed. Patch on left aileron. Door holder missing spring.

Additional condition notes:

Logs/dates turned over:

Tach reads 164.0

Hour Meter (HOBBS) reads 8328.2

Annual Inspection performed in AUGUST 2022.

Interior/paint/glass/seals condition:

Paint- good condition. Interior good condition- no tears, carpet and side panels in good condition. Headliner good with no tears. Glass in good condition-1 crack in door window.

OTTUMWA CIVIL SERVICE COMMISSION

**PW – Equipment Operator
Entrance Eligibility List**

1. Derek Sceaux
2. Kyle Bixler
2. Cody Carter
4. Anthony Buarapha-Howell

Certified February 1, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 19-2023 - Resolution Fixing Date for a Public Hearing on the Proposal to Convey Certain Real Property Locally Known as 2417 Emma Street, Ottumwa, Iowa to Wapello County Emergency Management Commission

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 19-2023

DISCUSSION: Wapello County Emergency Management (WCEM) has expressed interest in the building and property identified as 2417 Emma Street (the former transit building) for use of their operations. City staff does not recognize a use for this building. If WCEM were to build or purchase a different property, the city would have a financial obligation as part of the covered area. The City Attorney has prepared the documentation for this conveyance, which has been reviewed and approved by WCEM.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

February 7, 2023

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property locally known as 2417 Emma Street, Ottumwa, Iowa to Wapello County Emergency Management Commission, and providing for publication of notice thereof

IMPORTANT INFORMATION

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

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

February 7, 2023

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa at 5:30 p.m., on the above date. There were present Mayor Johnson in the chair, and the following named Council Members:

Doug McAntire, Sandra Pope, Marc Roe, Cara Galloway

Absent: Russ Hull

Vacant: None

* * * * *

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 2417 EMMA STREET, OTTUMWA, IOWA TO WAPELLO COUNTY EMERGENCY MANAGEMENT COMMISSION", and moved that the same be adopted. Council Member Galloway seconded the motion to adopt. The roll was called, and the vote was:

AYES: McAntire, Pope, Roe, Galloway

NAYS: _____

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

RESOLUTION NO. 19-2023

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN
AS 2417 EMMA STREET, OTTUMWA, IOWA TO WAPELLO COUNTY
EMERGENCY MANAGEMENT COMMISSION

WHEREAS, the City Council of the City of Ottumwa (the "City") has received a proposal in the form of a proposed Real Estate Purchase Agreement with Wapello County Emergency Management Commission (the "Agreement"), which Agreement proposes the sale of certain City-owned real property to Wapello County Emergency Management Commission (the "Buyer") for \$182,500 and other good and valuable consideration, under the terms and conditions set forth in the Agreement; and

WHEREAS, the real property proposed to be sold and conveyed to the Buyer under the Agreement is legally described as follows:

Parcel A of Government Lot 1 on Section 32 - Township 72 North - Range 13 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence South 01°02'00" East 1264.84 feet along the West line thereof to the North right-of-way line of Emma Street; thence Northeasterly 107.92 feet along said right-of-way line along a non-tangent 1567.00 foot radius curve concave Southeasterly and having a chord which bears North 53°20'30" East 107.90 feet; thence North 55°18'55" East 550.00 feet along said right-of-way line; thence Northeasterly 190.20 feet along said right-of-way line along a 1003.00 foot radius curve concave Northwesterly and having a chord which bears North 49°52'55" East 189.92 feet; thence Northeasterly 209.62 feet along said right-of-way line along a reverse 487.00 foot radius curve concave Southeasterly and having a chord which bears North 56°46'50" East 208.01 feet; thence North 69°06'45" East 30.45 feet along said right-of-way line; thence Northeasterly 70.77 feet along said right-of-way line along a 813.00 foot radius curve concave Northwesterly and having a chord which bears North 66°37'05" East 70.75 feet to the Point of Beginning; thence North 15°05'25" West 270.45 feet; thence North 75°24'00" East 261.53 feet; thence South 14°33'35" East 185.68 feet to the North right-of-way line of Emma Street; thence South 55°13'35" West 71.73 feet along said right-of-way line; thence South 34°46'25" East 10.00 feet along said right-of-way line; thence South 55°13'35" West 39.91 feet along said right-of-way line; thence North 34' 46'25" West 10.00 feet along said right-of-way line; thence South 55°13'35" West 35.03 feet along said right-of-way line; thence Southwesterly 126.27 feet along said right-of-way line along a 813.00 foot radius curve concave Northwesterly and having a chord which bears South 59°40'30" West 126.14 feet to the Point of Beginning, containing 1.39 acres.

(the "Property"); and

WHEREAS, it is appropriate, pursuant to Iowa Code Section 364.7, for this Council to set a date for public hearing on the proposed conveyance of the City's interests in the Property and for the City to publish a notice of the public hearing.

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

Section 1. That this Council meet in the City Hall, at 5:30 p.m. on February 21, 2023, for the purpose of taking action on the matter of the proposal to convey interests in real property to Wapello County Emergency Management Commission pursuant to the terms and conditions of the proposed Agreement.

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

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF
OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE
PROPOSAL TO CONVEY REAL PROPERTY TO WAPELLO COUNTY
EMERGENCY MANAGEMENT COMMISSION, AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on February 21, 2023, at 5:30 p.m. in the Council Chambers, City Hall, 105 E. Third St., Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to convey the City's interests in certain real property to Wapello County Emergency Management Commission (the "Buyer") for \$182,500 and other good and valuable consideration under the terms of a proposed Real Estate Purchase Agreement (the "Agreement"). The real property proposed to be sold and conveyed is locally known as 2417 Emma Street, Ottumwa, Iowa and is legally described as follows:

Parcel A of Government Lot 1 on Section 32 - Township 72 North - Range 13 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence South 01°02'00" East 1264.84 feet along the West line thereof to the North right-of-way line of Emma Street; thence Northeasterly 107.92 feet along said right-of-way line along a non-tangent 1567.00 foot radius curve concave Southeasterly and having a chord which bears North 53°20'30" East 107.90 feet; thence North 55°18'55" East 550.00 feet along said right-of-way line; thence Northeasterly 190.20 feet along said right-of-way line along a 1003.00 foot radius curve concave Northwesterly and having a chord which bears North 49°52'55" East 189.92 feet; thence Northeasterly 209.62 feet along said right-of-way line along a reverse 487.00 foot radius curve concave Southeasterly and having a chord which bears North 56°46'50" East 208.01 feet; thence North 69°06'45" East 30.45 feet along said right-of-way line; thence Northeasterly 70.77 feet along said right-of-way line along a 813.00 foot radius curve concave Northwesterly and having a chord which bears North 66°37'05" East 70.75 feet to the Point of Beginning; thence North 15°05'25" West 270.45 feet; thence North 75°24'00" East 261.53 feet; thence South 14°33'35" East 185.68 feet to the North right-of-way line of Emma Street; thence South 55°13'35" West 71.73 feet along said right-of-way line; thence South 34°46'25" East 10.00 feet along said right-of-way line; thence South 55°13'35" West 39.91 feet along said right-of-way line; thence North 34' 46'25" West 10.00 feet along said right-of-way line; thence South 55°13'35" West 35.03 feet along said right-of-way line; thence Southwesterly 126.27 feet along said right-of-way line along a 813.00 foot radius curve concave Northwesterly and having a chord which bears South 59°40'30" West 126.14 feet to the Point of Beginning, containing 1.39 acres.

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

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After the public hearing, the Council may make a final determination to approve the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action on the Agreement and proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 7th day of February 2023.

Christina Reinhard

City Clerk, City of Ottumwa in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this February 7, 2023.



ATTEST:

Christina Reinhard
City Clerk

Richard W. Johnson
Mayor

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 7th day of February, 2023.

Christina Reinhard
City Clerk, City of Ottumwa, State of Iowa

received
2-2-23 8AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Philip Rath

Prepared By

Finance

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 6-2023 Approving FY24 Maximum Property Tax Dollars.

****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: Open Public Hearing
Presentation by City Staff
Call for written and oral objections.
Close public hearing.

DISCUSSION: Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget. The rate of \$17.11347 is the maximum levy for affected property taxes for the City of Ottumwa. This rate does not include levies for Debt Service, Support Public Library or SSMIDs for total Property Taxes levied as \$21.68438. For FY23 that Max Levy was set at \$16.655, for a total of \$21.22 and final was \$21.22. Council will approve the final levy rate when certifying the FY24 budget.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. 6-2023

A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2024.

WHEREAS, the City Council of the City of Ottumwa have considered the proposed maximum property tax dollars for the affected levy total related to FY2024; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 7, 2023.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa that the maximum property tax dollars for the affected tax levies for FY24 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$17.11347

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY24 does not represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY23.

APPROVED, PASSED, AND ADOPTED this 7th day of February 2023.


AYES: McAntire, Pope, Roe, Galloway

NAYS: Absent: Hull

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY NAME OTTUMWA	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2023 - June 30, 2024	CITY CODE 90-868
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/7/2023	Meeting Time: 5:30pm	Meeting Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA IOWA
----------------------------------	--------------------------------	--

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

Iowa Department of Management		Current Year Certified Property Tax 2022/2023	Budget Year Effective Property Tax 2023/2024**	Budget Year Proposed Maximum Property Tax 2023/2024	Annual % CHG
Regular Taxable Valuation	1	679,001,735	660,939,236	660,939,236	
Tax Levies:					
Regular General	2	\$5,499,914	\$5,499,914	\$5,353,608	\$8.10000
Contract for Use of Bridge	3	\$0	\$0	\$0	\$0.00000
Opr & Maint Publicly Owned Transit	4	\$0	\$0	\$0	\$0.00000
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5	\$0	\$0	\$0	\$0.00000
Opr & Maint of City-Owned Civic Center	6	\$91,665	\$91,665	\$89,227	\$0.13500
Planning a Sanitary Disposal Project	7	\$0	\$0	\$0	\$0.00000
Liability, Property & Self-Insurance Costs	8	\$509,251	\$509,251	\$550,000	\$0.83215
Support of Local Emer. Mgmt. Commission	9	\$0	\$0	\$0	\$0.00000
Emergency	10	\$183,300	\$183,300	\$178,454	\$0.27000
Police & Fire Retirement	11	\$1,222,203	\$1,222,203	\$1,168,466	\$1.76789
FICA & IPERS	12	\$814,802	\$814,802	\$828,132	\$1.25296
Other Employee Benefits	13	\$2,987,608	\$2,987,608	\$3,143,075	\$4.75547
*Total 384.15A Maximum Tax Levy	14	\$11,308,743	\$11,308,743	\$11,310,962	0.02%
Calculated 384.15A Maximum Tax Rate	15	\$16.65495	\$17.11011	\$17.11347	

Explanation of significant increases in the budget:

If applicable, the above notice also available online at:
ottumwa.us; <https://www.facebook.com/cityofottumwa>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

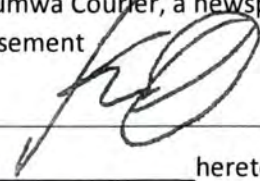
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Max Levy
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 1/19/23

Subscribed and sworn to before me, and in my presence, by the said 19th day of January, 2023




Notary Public

In and for Wapello County

Printer's fee \$47.08

COPY OF ADVERTISEMENT

CITY NAME	NOTICE OF PUBLIC HEARING - PROPOSED PROPERTY TAX LEVY			CITY CODE
OTTUMWA	FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024			90-868
The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:				
Meeting Date:	Meeting Time:	Meeting Location:		
2/7/23	5:30pm	COUNCIL CHAMBERS 105E THIRD ST OTTUMWA IOWA		
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.				
Iowa Department of Management	Current Year Certified Property Tax 2022/2023	Budget Year Effective Property Tax 2023-2024**	Budget Year Proposed Maximum 2023/2024	Annual %CHG
Regular Taxable Valuation	679,001,735	660,939,236	660,939,236	
Tax Levies:				
Regular General	\$5,499,914	\$5,499,914	\$5,353,608	\$8.10000
Contract for Use of Bridge	\$0	\$0	\$0	\$0.00000
Opr & Maint Publicly Owned Transit	\$0	\$0	\$0	\$0.00000
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	\$0	\$0	\$0	\$0.00000
Opr & Maint of City-Owned Civic Center	\$91,665	\$91,665	\$89,227	\$0.13500
Planning a Sanitary Disposal Project	\$0	\$0	\$0	\$0.00000
Liability, Property & Self-Insurance Costs	\$509,251	\$509,251	\$550,000	\$0.83215
Support of Local Emer. Mgmt. Commission	\$0	\$0	\$0	\$0.00000
Emergency	\$183,300	\$183,300	\$178,454	\$0.27000
Police & Fire Retirement	\$1,222,203	\$1,222,203	\$1,168,466	\$1.76789
FICA & IPERS	\$814,802	\$814,802	\$828,132	\$1.25296
Other Employee Benefits	\$2,987,608	\$2,987,608	\$3,143,075	\$4.75547
*Total 384.15A Maximum Tax Levy	\$11,308,743	\$11,308,743	\$11,310,962	0.02%
Calculated 384.15A Maximum Tax Rate	\$16.65495	\$17.11011	\$17.11347	
Explanation of significant increases in the budget: If applicable, the above notice also available online at: ottumwa.us; https://www.facebook.com/cityofottumwa				
*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy				
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year				

PH - approve max Tax Levy
FY24

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

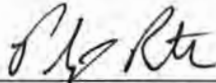
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3211-2023: Proposed Ordinance to Establish Regulations Applicable to the Use of Utility Terrain Vehicles and Amending Chapters 23 and 26 of the Code of Ordinances of the City of Ottumwa

Public hearing required if this box is checked.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3211-2023.

DISCUSSION: On June 13, 2022 the Governor signed House File 2130 ("HF 2130"), which includes changes to Iowa Code chapters 321 and 321I pertaining to the regulation and operation of all-terrain vehicles ("ATVs") and off-road utility vehicles ("UTVs") on various roadways. HF 2130 neither restricts the City's authority to designate roads for ATV / UTV use nor requires that the City designate city streets for ATV / UTV use. This created confusion regarding the legal operation of UTVs and ATVs within city limits as the current ordinance only allows driving on frozen ponds in Greater Ottumwa Park with authorization.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

With the changes proposed by the adoption of HF2130, there have been requests from the public to reconsider the city code related to the operation of these vehicles. On November 29, 2022, city council held a work session to discuss the current ordinance and receive input related to proposed revisions to the code. City staff then worked with the city attorney to draft the proposed revisions to the code. On January 31 city council held another work session to review the proposed revisions and recommended a couple minor changes. Those were incorporated into the attached draft for consideration and potential adoption of the first reading.

ORDINANCE NO. 3211-2023

AN ORDINANCE ESTABLISHING REGULATIONS APPLICABLE TO THE USE OF UTILITY TERRAIN VEHICLES AND AMENDING CHAPTERS 23 AND 26 OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA

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

SECTION ONE. Chapter 23 is hereby amended by adopting Article XV, entitled, "Utility Terrain Vehicles", as follows:

23-516. – Purpose. The purpose of this chapter is to regulate the operation of utility terrain vehicles within the City.

23-517. – Definitions. For purposes of this Chapter, "Utility Terrain Vehicle" or "UTV" is defined to mean a motorized flotation-tire vehicle with not less than four and not more than eight low-pressure tires that is limited in engine displacement to less than one thousand five hundred cubic centimeters and in total dry weight to not more than one thousand eight hundred pounds and that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "UTV" excludes dune buggies, golf carts, go carts, mini trucks, all-terrain vehicles (ATV), snowmobiles, and electric scooters.

This section is intended to be construed in the same manner as the definition provided by Iowa Code section 321I.1(17)(a) (2021), as may be amended from time to time.

23-518 Location and Manner of Operation

- (a) No person shall operate a UTV within the City in violation of the provisions of Chapter 321I of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources.
- (b) UTVs shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.
- (c) UTVs may be only operated on city streets that are subject to a speed limit of thirty-five (35) mph or less.
- (d) Exceptions. UTVs may be operated on prohibited streets only under the following circumstances:
 - 1. Municipal Use. Employees, agents or authorized invitees of the city shall be authorized to drive UTVs upon city streets when such operation is part of their official duties on behalf of the city.
 - 2. Emergencies. UTVs may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

3. Snow removal. UTVs may be operated in the city limits for snow removal purposes on private driveways, sidewalks and private parking lots. The operation of the vehicle on city streets is strictly for transportation to and from the site of the snow removal. The vehicle shall be equipped with a functioning blade, or snow blower, at all times, during operation. The UTV and driver of said vehicle shall meet all state requirements for legal operation of the vehicle.
4. Direct Crossing. UTVs may make a direct crossing of a prohibited street provided:
 - (a) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - (b) The UTV is brought to a complete stop before crossing the street;
 - (c) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard;
 - (d) In crossing a divided street, the crossing is made only at an intersection of such street with another street; and
 - (e) The crossing is made from a street, roadway, or highway on which the UTV is authorized to operate to a street, roadway, or highway on which such vehicle is authorized to operate.
- (e) Railroad Right-of-way. UTVs shall not be operated on an operating railroad right-of-way. A UTV may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.
- (f) Trails. UTVs shall not be operated on recreational trails including the Ottumwa Trail System and snowmobile trails.
- (g) Parks and Other City Land. UTVs shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City Council.
- (h) Sidewalk or Parking. UTVs shall not be operated upon the public sidewalk except for purposes of crossing the same to a public street upon which operation is authorized by this Article.
- (i) No person shall operate a UTV in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.

23-519 Liability.

- (a) The owner and operator of a UTV are liable for any injury or damage occasioned by the negligent operation of the UTV. The owner of a UTV shall be liable for any injury or damage only if the owner was the operator of the UTV at the time the injury or damage occurred or if the operator had the owner's consent to operate the UTV at the time the injury or damage occurred.
- (b) Whenever a UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to two hundred dollars (\$200.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer

and shall file an accident report within forty-eight (48) hours, in accordance with State law.

23-520. License and liability coverage.

A person operating a UTV on city streets shall have a valid driver's license and operate the vehicle at speeds of thirty-five miles per hour or less. In addition, a person operating a UTV on city streets shall be at least eighteen years of age and have financial liability coverage in effect for the vehicle and carry proof of such financial liability coverage.

23-521. Violations. Violation of any provision of this Ordinance is a simple misdemeanor.

SECTION TWO. Section 26-20, subparts (a) and (b) are hereby repealed and replaced as follows:

- (a) Except as hereinafter provided, no person shall ride, drive or operate any vehicle in the parks of the city, except on the established roadways. The speed of operation shall be only at a moderate rate of speed and at no time at a rate of speed greater than 15 miles an hour except where otherwise posted. No vehicles shall be allowed on any other frozen waterways or ponds within the city limits. Violations of this article shall be deemed a trespass and subject the person to the penalties of a simple misdemeanor as provided for in chapter 1, article III.
- (b) No person other than employees, agents or authorized invitees of the city shall drive any vehicle upon any portion of any public park in the city not designated as a road or otherwise designated for use of vehicular traffic.

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION FOUR. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

PASSED on its first consideration the _____ day of _____, 2023.

PASSED on its second consideration the _____ day of _____, 2023.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2023

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2023.

_____ Veto affirmed this _____ day of _____, 2023 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk

received
2-2-23 140A

Item No. H.-1.



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Police
Department

Lt. Jason Bell
Prepared By
Chad Farrington
Department Head



City Administrator Approval

AGENDA TITLE: Consideration for the Police Department to submit for a grant to pay for 50% of the costs for body worn cameras.

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

RECOMMENDATION: To approve the police department to submit for a grant through the Small Rural Tribal Body Worn Camera Program via the internet.

DISCUSSION: The Ottumwa Police Department would like to request permission from the council to proceed with the application submission for a grant to pay 50% of costs associated with a police body worn camera program. The city would be responsible for the purchase of 40 of the body worn cameras and then the grant would reimburse the city 50% of the total costs. Part of the grant application process is a commitment that our agency can provide the matching funds if we receive and award from the application. The total cost for 40 cameras is \$43,860 and we would receive

Source of Funds: 151-1-110-6727

Budgeted Item: Budget Amendment Needed:

reimbursement for \$21,930. The deadline to submit for this application is February 17, 2023.



Small Rural Tribal
BODY WORN CAMERA PROGRAM

(/sp/srtbwc_fy22microgrant_program)

FY22 Applications ▾

Save Changes Close

Please complete all required fields.

You can save as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

Click here (<https://www.srtbwc.com/wp-content/uploads/2022/12/SRT-BWC-Application-Instructions-v-12.15.22-REV1.pdf>) for the application overview page.

This form is now marked complete.

Last saved on 1/23/2023 at 11:50:31 AM

Agency Information

If your agency is not listed in the dropdown list below, please type "Other" and select it from the dropdown list.

Agency *

×Ottumwa Police Department , US-IA ▾

If your agency is not listed in the dropdown list below, please type "Other" and select it from the dropdown list.

Agency Address *

330 W. 2nd Street

Agency City *

Agency State ***Agency Zip *****What is your agency ORI? ***

If you do not have an ORI, please write N/A.

Which of the following best describes your agency? ***How many full-time sworn police officers/deputies does your agency currently employ? ***

Click here to find out if our agency qualifies as a rural agency.
(<https://data.hrsa.gov/tools/rural-health>)

For agencies seeking to qualify based upon a rural designation, please click on the link above. This link will bring you to the Health Resources and Services Administration (HRSA) federal agency website for you to verify your county and/or address information as rural. After you have verified your eligibility, please return to this submission portal to complete your application.

Does your agency qualify as rural? *

- Yes
 No
 Not Sure

Does your agency plan to use award funds for body-worn cameras purchased prior to January 1, 2023? *

- Yes
 No

Does your agency currently use body-worn cameras? *

- Yes

No

How many body-worn cameras does your agency have? *

What was the source of funding for those cameras? Please check all that apply. *

- Federal funding
- State funding
- Local funding
- Private funding
- Other

Under this grant program, how many cameras do you anticipate needing? *

Who oversees all of your agency operations (i.e., Chief, Sheriff, Commissioner, Director, etc.)? *

Operations Contact First Name *

Operations Contact Last Name *

Operations Contact Title *

Who is the Point of Contact for this application? *

Did an outside entity, such as a consultant or vendor, assist with the completion of this application? *

- Yes
- No

Can your agency commit to providing matching funds for this project? *

- Yes

No

Body-Worn Camera Information

The following statements are common reasons that agencies would like to purchase body-worn cameras. Please identify the top three statements that best fit your agency's interest in BWCs.

1. Highest priority *

BWCs provide evidence for the investigation or prosecution of crimes

2. Next highest priority *

BWCs will support crime victims

3. Third highest priority *

BWCs will serve as a de-escalation tool

Does your state require body-worn cameras for officers? *

- Yes
 No
 Don't Know

Do you know who will serve as the Project Director for your BWC program? *

Yes

Who in your agency will be serving as the Project Director (i.e. provide management oversight of the project) for your BWC program? *

Same as Profile

Approximately how long has the Project Director served in your agency? *

10 or more years

Has the Project Director managed similar technology projects in the past? Please check all that apply. *

- In-Car Video
 Computer or IT Systems
 Communications Systems (Radios, etc.)
 Other
 The Project Director has not managed any similar technology projects in the past.

Does the Project Director have experience with any of the following tasks? Please check all that apply. *

- Staff Supervision
- Budget Management
- Project Timelines
- Training
- Vendor Relations or Procurement
- Community Relations
- Other
- The Project Director does not have any experience with the above listed tasks.

How does your agency plan to purchase your body-worn cameras? *

Other

Please specify how the agency plans to purchase body-worn cameras. *

Currently our agency utilizes L3 Mobile Vision as our in car camera system. Infrastructure for that system is already in place. This vendor also sells a body camera system that utilizes the same software platform as the car camera system. We will purchase the equipment and submit an invoice for reimbursement.

Word Count: 51 / 100

How much time will be spent for training on BWCs per officer/deputy before deployment occurs? *

1-5 hours per officer/deputy

What topics does your agency plan to cover during your BWC training? Please check all that apply. *

- Policy
- State Statutes
- Equipment and Technology Operations
- Other

What types of training will your agency use? Please check all that apply. *

- Roll-call Training
- Academy Training
- Refresher or Annual Trainings
- Other

What method of training will be used by your agency? Please check all that apply. *

- Lectures
- Web-based
- Field on the job training
- Scenario-based
- Other

Can your agency commit to the development of a training plan for BWC users that at the minimum includes BWC operations, BWC policy, and any state or local laws and regulations affecting BWC deployment and use? *

- Yes
- No

Does your agency currently have a body-worn camera program or plan for a BWC program? *

- Yes
- No

Does your agency have a technology system or a plan for a technology system to manage the BWC footage? *

- Yes
- No

Does your agency have a formally approved BWC policy? *

- Yes
- No

Does your agency currently employ In-Car Video (ICV)? *

- Yes
- No

Does your agency have a policy for ICV? *

- Yes
- No

Does your agency have a system to manage the ICV footage? *

- Yes
- No

Has your agency worked with your local or state prosecutor's office in the development of your body-worn camera program? *

- Yes
- No

Has your agency worked with members or organizations within the community in the development of your body-worn camera program? *

- Yes
- No

Grant Management Experience

Within the last 5 years, has your agency received a federal grant for any purpose, other than the Patrick Leahy Bulletproof Vest Partnership? *

- Yes
- No
- Don't Know

Has your agency ever received a state or local grant for any purpose? *

- Yes
- No
- Don't Know

How much in TOTAL state or local funds has your agency received in the past 2 years? *

\$50,000+ ▼

Please provide a brief description of the funding. *

The City of Ottumwa and the Ottumwa Police Department have been grant administrator for a multi jurisdictional drug task force for several years. Over the last 2 years the police department has received \$97,000 in funding through the State of Iowa for the task force. The State of Iowa receives these funds through the Byrne Justice Assistance Grants.

Our department also receives funds from the Governors Traffic Safety Board from the State of

Does your agency have a pending application(s) with other potential funding sources for BWC? *

- Yes
- No

If you were to receive funding under this program, how would your agency plan to fund this body worn camera program after the grant ends? Please check all that apply. *

- Agency budget
- Apply for additional federal or state grants
- Apply for private funds
- We do not have any plans
- Other

Data Collection and Reporting

Will your agency commit to routinely reporting the number of officer-involved citizen complaints? *

- Yes
- No

Is your agency willing to cooperate with a program evaluation or a research study on digital evidence management? *

- Yes
- No

Will your agency commit to routinely reporting the number of officer-involved uses of force? *

- Yes
- No

Project Narrative

In this section, please describe how funding from this BWC program will assist each of the following entities:

- A.) Your agency;
- B.) Your community; and
- C.) Your criminal justice partners.

Project Narrative *

Body worn cameras have had a positive impact on police jurisdictions after implementing the readily available technology. Funding from this program will benefit our department, our community, and other criminal justice partners described below.

Our police department has utilized dash mounted in car camera systems for over 20 years. This system has worked well but there are downsides to departments utilizing this type of system only. The biggest downside is that the camera remains in the vehicle and the field of view of this type of camera system does not move with the officer. Also, the microphone for in car camera system has a limited range that often times stops recording when the officer gets too far away from their vehicle.

Implementing a body camera system will allow for officers to wear the cameras on calls for service, traffic stops, and any general interaction with the public. Utilizing the bodycams will act as an impartial witness for the officer deploying the camera and the citizen interacting with the officer. This will particularly aid the department involving citizen complaints. If a citizen makes a complaint about their interaction with an officer, the department would be able to review the interaction and address the complaint accordingly. The video could be utilized to play back and counsel the officer and in contrast, it could be used to exonerate the officer from any wrong doing. Our department would also have the ability to replay the video of the interaction with the citizens filing the particular complaint in effort to aid in transparency with the public.

Body cameras would also benefit the court system in various ways. First, the recordings could be reviewed by the officers while writing reports to refresh their memory and compile more detailed and accurate reports. It would also provide a video record of evidence of offenses being investigated by police. During a recent trial for murder, officers testified that a suspect was found hiding in a small storage area inside a very narrow closet inside a house. The suspect testified that he was not hiding and was compliant with the officers. If officers would have had body cameras to record this encounter, the jury could have been able to see the arrest take place and formulated their own opinion regarding the incident from the body worn camera recording.

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Save Changes

Close

wizehive
(<http://www.wizehive.com/>)



Small Rural Tribal
BODY WORN CAMERA PROGRAM

(/sp/srtbwc_fy22microgrant_program)

FY22 Budget ▾

Delete

Save Changes

Close

This form is now marked complete.

Last saved on 2/1/2023 at 9:14:09 AM

Cost Category *

×Equipment, Supplies and Other ▾

If this is the first budget line you have created for the SRT Application, select the "Equipment, Supplies and Other" Cost Category.

Which of the following best describes your agency's current status in the BWC selection or procurement process? Please check only one. *

- With this potential funding, we intend to implement a BWC program but have not explored any supply and equipment options.
- In anticipation of grant funding, we have browsed and/or explored options for BWCs but have not obtained any cost quotes.
- In anticipation of grant funding, we have a specific budget or obtained cost quotes from vendors.

Do you plan to purchase or lease a body-worn camera bundle package? *

- Yes
- No

How many cameras will be included? *

40

What other items are anticipated to be included in the package? *

Please select all that apply.

- Body-Worn Camera Mounting
- Docking/ Transfer/ Charging Stations
- Software-as-a-service (SaaS)
- Wiring and Antennas
- Pairing Device (i.e. phone)
- Shipping
- Support Software (i.e. redaction/transcribing/etc.)
- Software Programming
- Maintenance and Upgrade Fees
- Other

What is the total estimated cost of the package (total purchase - including all cameras and associated supplies/equipment)? *

\$ 43,860.00

What is the source of funds for the package? *

- Grant funding
- Match funding
- Both sources of funding

Please provide a description of how each item described above will support fulfilling the project goals and objectives? *

All of the items listed above are necessary and required for the successful implementation of the BWC program. The camera mounting system will be used to facilitate the wearing of the camera on each officer. The charging stations and software are also required for the system to operate with our current vendor for our in car camera system. Shipping, support software, and programming are all fees associated with the initial purchase of the cameras. The maintenance and upgrade fees are necessary to insure that the cameras continue to be operational and be repaired if broken or malfunctioning.

Word Count: 97 / 100

Equipment, Supplies, and Other Bundled Total Cost

\$ 43,860.00

Request Amount *

\$ 21,930.00

Non-Fed Match Amount *

\$ 21,930.00

Request Amount + Match Amount Displayed Should Not Be Greater Than Total Category Cost Above

\$ 43,860.00

Last saved on 2/1/2023 at 9:14:09 AM

Delete

Save Changes

Close





Quote: Q-40938
 Contract: Not Applicable
 Date: 1/19/2023 12:24 PM
 Expires On: 3/20/2023

Phone: (281) 925-0488
 Fax: (281) 925-0535
 Email: SFLE-Sales@safefleet.net

COBAN Technologies, Inc.
 SF Mobile-Vision, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, Texas 77031-2348
 United States

Ship To

Mickey Hucks
 Ottumwa Police Department (Ottumwa, IA)
 330 West Second Street
 Ottumwa, Iowa 52501
 United States
 (641) 683-0636
 (641) 683-4584
 hucksm@ottumwa.us

Bill To
 Ottumwa Police Department (Ottumwa, IA)
 330 West Second Street
 Ottumwa, Iowa 52501
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Cusick	x	john.cusick@safefleet.net		Net 30

FOCUS X2 Body Camera (2yr Plan)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0303925	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 595.00	40	USD 23,800.00
QL-0303956	WARR-X1-24ESP	BWC 24-MONTH EXTENDED SERVICE PLAN Extended hardware warranty for 2nd year coverage	USD 185.00	40	USD 7,400.00
QL-0303957	BWC-EMA-SWR	DES / DEV / DEP 1-YEAR SOFTWARE EMA FOR BODY WORN CAMERA - Per device - Year 1	USD 100.00	40	USD 4,000.00
QL-0303963	LSSWRPROSVR	DIGITAL EVIDENCE PRO SOFTWARE	USD 0.00	40	USD 0.00
QL-0303958	BWC-EMA-SWR	DES / DEV / DEP 1-YEAR SOFTWARE EMA FOR BODY WORN CAMERA - Per device - Year 2	USD 100.00	40	USD 4,000.00
QL-0303964	LSSWRPROSVR	DIGITAL EVIDENCE PRO SOFTWARE	USD 0.00	40	USD 0.00
QL-0303959	FOCUS-13-00	FOCUS BWC 6-BAY DOCKING STATION	USD 1,525.00	2	USD 3,050.00
QL-0303960	WARR-X1-8BAY24ESP	BWC DOCKING STATION 24-MONTH EXTENDED SERVICE PLAN Extended hardware warranty for 2nd year coverage	USD 480.00	2	USD 960.00
QL-0303961	LFEE-054	SHIPPING - Body Worn Camera	USD 15.00	40	USD 600.00
QL-0303962	LFEE-053	SHIPPING - Multi-Bay Docking Station for BWC	USD 25.00	2	USD 50.00
FOCUS X2 Body Camera (2yr Plan) TOTAL:					USD 43,860.00

received
2-1-23 2:50pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 14-2023 - Approving an Agreement with Interstate Power and Light Company for Facilities Restoration and Planned Services

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 14-2023

DISCUSSION:

Previously the City contracted with Interstate Power and Light Company (a/k/a Alliant Energy) for facilities restoration and planned services of the city's gas and electric facilities. With the expiration of the agreement, city staff has negotiated a successor agreement with the provider (attached for reference).

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 14-2023

**RESOLUTION APPROVING THE AGREEMENT
WITH INTERSTATE POWER AND LIGHT COMPANY
FOR FACILITIES RESTORATION AND PLANNING SERVICES**


WHEREAS, the City Council has contracting out with Interstate Power and Light Company for facilities restoration and planned services of gas and electric facilities on behalf of the City of Ottumwa; and

WHEREAS, said agreement has expired and a successor agreement has been drafted and reviewed by staff and legal counsel.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the attached Facilities Restoration and Planned Services Agreement is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said Agreement on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 7th day of February, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

FACILITIES RESTORATION AND PLANNED SERVICES AGREEMENT

THIS FACILITIES RESTORATION AND PLANNED SERVICES AGREEMENT (“Agreement”) is made by and between **Interstate Power and Light Company**, an Iowa corporation, with offices at 200 First Street SE Cedar Rapids, Iowa 52401 (“Company”), and the **City of Ottumwa**, a municipal corporation formed pursuant to the laws of the State of Iowa, with offices at 105 E. 3rd Street, Ottumwa, IA 52501 (“Customer”) and contains the terms and conditions under which Company will perform certain Work as defined herein. Customer and Company may each be referred to as a “Party” or collectively as the “Parties.”

1. AGREEMENT STRUCTURE

The signing of this Agreement by the Parties creates a set of agreed upon provisions that will be incorporated into contemporaneous or future documents (each called an “Addendum”) describing the specific work to be performed by Company for Customer. Each Addendum, including the incorporated provisions of this Agreement will constitute a separate contract. All references in this Agreement to “this Agreement” will be deemed to refer to the applicable Addendum and the incorporated provisions of this Agreement.

2. SCOPE OF WORK

Company will furnish the work described in the Addendum (the “Work”) on Customer’s gas or electric facilities described in the Addendum (the “Facilities”). Unless otherwise provided in the Addendum, the Company will furnish all required labor, tools, equipment, materials, parts, transportation, and supervision necessary for completion of the Work. The Company will not be obligated to perform any Work until the Parties have agreed upon the specific scope of Work described in the Addendum. The Work will be performed during times that are mutually satisfactory to the Parties.

3. TERM

This Agreement will commence on the Effective Date and will remain in effect for the period indicated below (“Term”), unless terminated by either Party by providing sixty (60) days written notice to the other Party. **Select one of the options below:**

1 Year Term 2 Year Term 3 Year Term

4. CUSTOMER SAFETY OBLIGATIONS

Customer agrees to ensure the safety of Company employees and agents while performing the Work, including but not limited to: (i) providing the Company with access to the Facilities as required by the Company in order to properly and safely complete the Work; (ii) locating and identifying to the Company all underground service lines on Customer’s property; (iii) providing adequate and advanced warning as to any dangers (including latent dangers and active or passive

hazards); (iv) maintaining adequate lighting at the Facility; (v) ensuring area where the Work is to be done is free from debris; and (vi) providing complete and accurate system or Facility information. Company may cease Work immediately if it, in its sole discretion, determines that Work may not be completed safely.

5. COMPENSATION AND PAYMENT

- a. *Pricing.* Work will be billed to the Customer based on a time and materials (T&M) basis, at Company's then current labor, equipment and material rates. This pricing excludes any taxes. Any applicable taxes will be included on the invoice and paid by Customer.
- b. *Payment.* Unless otherwise stated in the Addendum, Customer shall pay 100% of all invoices issued by the Company within twenty (20) days following receipt of the invoice. All late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Customer shall reimburse the Company for all reasonable costs incurred in collecting any late payments, including, without limitation, attorney fees. In addition to all other remedies available under this Agreement or at law (which Company does not waive by the exercise of any rights hereunder), the Company shall be entitled to suspend the provision of any Work if the Customer fails to pay any amounts or fees when due. Customer shall make all payments in accordance with payment instructions set forth in the invoice.

6. EMERGENCY CONTROL OF GAS OR ELECTRICITY

Customer agrees that, in the event of an emergency (as determined by Company, in its sole discretion), Company shall have the right to control Customer's gas or electricity, including the right to curtail or shut off the supply of gas or electricity to any or all of Customer's gas or electricity system. Company will restore service promptly following a curtailment or shutdown; however, Customer acknowledges that it will receive no preferential treatment or response by Company in the event of a general or utility outage or emergency.

7. NO OBLIGATION

Customer is not obligated to retain Company for any Work during the Term of the Agreement. Company is not obligated to accept any Work from Customer during the Term of the Agreement.

8. DELAY FOR PLANNED WORK

- a. *Delay Performance.* Notwithstanding any other provision in this Agreement, the Company may delay or suspend performance of non-restoration Work at any time and for any of the following reasons:

- i. The Company determines, in its sole and exclusive discretion, that the Facilities or the Work presents an unsafe condition;
 - ii. The Company determines, in its sole and exclusive discretion, that the Company must deploy resources that had been allocated to the Work due to any unforeseen event;
 - iii. In accordance with Section 5(b); or
 - iv. In accordance with Section 6.
- b. *Revised Schedule.* In the event of any delay or suspension, the Parties will, as soon as practicable, establish a revised Work schedule and the pricing will be adjusted for reasonable and necessary expenses resulting from the delay.

9. INSURANCE

- a. *Company.* Company will provide and maintain insurance in connection with the Work. Company will furnish to Customer, upon request, a memorandum of insurance or evidence of self-insurance.
- b. Customer is a State agency and self-insured by the State of Iowa.

Certificates of insurance must be on file with Company prior to Company's commencement of Work and must remain in effect for the duration of this Agreement.

10. INDEPENDENT CONTRACTOR

The Parties expressly agree and acknowledge that Company is an independent contractor. This Agreement may not be altered in any manner so as to change the relationship of Company from that of independent contractor. Neither Party is an agent or employee of the other Party, and

neither Party shall have any authority to enter into any contracts or incur any other obligation on behalf of or in the name of the other Party.

11. SUBCONTRACTING

The Company may subcontract any portion of the Work following notification to the City. The Company will remain responsible for completion of the Work.

12. CONFIDENTIAL INFORMATION

The Parties recognize and acknowledge that certain information considered to be confidential may be disclosed by one Party to the other, including but not limited to, proposals, specifications, statements of work, drawings, information, energy usage information, trade secrets or other information marked as Confidential or Proprietary ("Confidential Information"). Neither Party will use such Confidential Information of the other Party for any purpose other than performance of this Agreement nor, to the extent allowed by law, disclose such Confidential Information to any third party, without written consent of the other Party. The confidentiality obligations in this Section will not apply to the extent that Confidential Information: (i) is within the public domain; (ii) was in the possession of a Party prior to the date of disclosure of such information by the other Party;

(iii) was obtained from third parties without violating any confidentiality agreement; (iv) a Party is legally required to disclose following a formal demand by a court, regulatory body or other legal authority; or (v) is required by a Party in the defense of any claim under this Agreement. In the event of breach of this clause, the non-breaching Party shall be entitled to injunctive relief without bond. Confidential Information includes, but is not limited to, any engineering design, services, recommendations, and/or products produced by Company. Customer may not disclose, share, or cause a third party to rely upon Company's Confidential Information without prior written consent.

13. HAZARDOUS MATERIALS

- a. *Identification of Hazardous Materials.* Customer represents that it has disclosed to Company all knowledge of any Hazardous Materials, as defined in Section 13.d, that are present in or around the Facilities or that may be encountered by Company in the course of the Work. Nothing in this Agreement requires Company to take ownership or possession of or assume liability for any Hazardous Materials existing in or around the Facilities prior to or during the performance of Company's Work. In the event that Company finds evidence of Hazardous Materials in or around the Facilities not previously disclosed by Customer, Company may immediately suspend Work in accordance with Section 4.
- b. *Emergency Contact Information.* The Company will contact one of the employees or agents of Customer who can be reached at any time, 24 hours a day ("Hazardous Materials Contacts") identified below, where Company finds Hazardous Materials or where Company finds that a Release of Hazardous Materials is occurring or may occur at the Facilities or the Customer's property.

CUSTOMER'S HAZARDOUS MATERIALS CONTACTS:

Name: Philip Rath Title:
City Administrator
Telephone Number (Office): 641-683-0600
Telephone Number (Cell): 641-931-0952

Name: Larry Seals Title: Public Works
Director Telephone Number (Office):
641-683-0681
Telephone Number (Cell): 641-680-2051

- c. *Liability.* Customer acknowledges and agrees that Customer assumes sole and absolute responsibility for making any reports or notifications required by law to local, state, and federal entities related to any Hazardous Materials. Customer acknowledges and agrees that Customer assumes sole and absolute liability for any response, removal, or remedial actions, and any related costs or claims for such costs arising therefrom, as a result of any Release, as defined in Section 13.e, or threatened Release of Hazardous Materials at or from the Facilities or any Customer property. To the fullest extent permitted by law, Customer shall defend, indemnify and hold the Company, its affiliates and their respective officers, directors, employees, subcontractors and agents harmless from and against liability for failure to make any report or notification required by law or for any response, removal, or remedial actions, and any related costs or claims for such costs, arising from any Release of Hazardous Materials except to the extent such liability arises from Company's negligence or intentional misconduct. Company agrees to comply with all reporting and remediation obligations with regard to any Hazardous Materials introduced onto Customer's property by Company, except to the extent such reporting or remediation obligations arise from Customer's negligence or intentional misconduct.
- d. *Definition of Hazardous Materials.* "Hazardous Materials" means: any hazardous substance as defined in Comprehensive Environmental Response, Compensation, and Liability Act or any waste, material or substance that is regulated, defined, designated or otherwise determined to be dangerous, hazardous, radioactive, explosive, toxic or a pollutant or contaminant by, under or pursuant to any federal, state or local law, including but not limited to asbestos or any substance containing asbestos, polychlorinated biphenyls, explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, and petroleum or petroleum-derived products or materials.
- e. *Definition of Release.* "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant or contaminant).

14. INDEMNIFICATION

Customer agrees to assume all risk of loss and to defend, indemnify, and hold Company, its affiliates, and each of their respective officers, directors, employees, and agents harmless for, from, and against any and all claims demands, suits, judgments, liabilities, penalties, fines, damages, losses, costs, or expenses of whatever nature or character, including legal costs and consultants' and attorneys' fees, for all injuries or damage of any type to any person or property, including injuries or damage to third parties or employees of any Party or subcontractor that result from or arise out of the Work ("Claims"), except to the extent such Claims arise directly out of the negligent acts or omissions or willful misconduct of Company, its officers, directors, employees, or agents.

15. RISK OF LOSS

Unless otherwise specified in writing by the Company, delivery of all materials, goods, or equipment associated with the Work shall be FOB Origin. Customer shall bear the risk of loss for any Work in progress, including loss of existing Facilities, except to the extent caused by the negligence or willful misconduct of the Company.

16. CARE, CUSTODY, CONTROL

Notwithstanding anything to the contrary herein, as between the Parties, the Customer will be deemed to have sole and exclusive care, custody and control of the Facility or other infrastructure (including underground pipes, electric lines or other infrastructure) comprising the Customer's electric or gas system (the "System") and the Customer acknowledges that Company is not responsible for any Claims arising "behind the meter" or relating to gas piping, electric lines or other infrastructure comprising the System (including underground pipes or other infrastructure), except to the extent caused by Company's negligence or willful misconduct.

17. WARRANTY

- a. *Goods.* Company does not manufacture parts or products sold to or provided to Customer. Any warranty relating to equipment that may be sold pursuant to this Agreement are those of the original manufacturer, and the Company shall have no liability with respect to any such warranty. Company will provide documentation of any applicable manufacturer warranty to Customer upon completion of the Work, unless Customer requests such information at an earlier date and such information is available at the time of request.
- b. *Services.* Company warrants to Customer that the Work will be performed in accordance with industry practice and the professional standards of care and practice appropriate to the nature of the Work. For a period of ninety (90) days after the Work is completed by Company, and following the written request of the Customer, Company will repair, replace or re-perform (at Company's option) any Work that does not conform to the foregoing warranty, at no additional cost to the Customer.

- c. *Exclusive Warranties and Remedy.* **THE FOREGOING WARRANTIES SET FORTH ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE COMPANY WITH RESPECT TO THE WORK, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF SAID WARRANTY. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18. DEFAULT; TERMINATION

- a. *Default.* This Agreement may be terminated as specified below upon the occurrence of any of the following which shall be considered a "Default":
- i. Immediately, by either Party, upon written notice to the other, in the event that: such other Party files a voluntary petition in bankruptcy or reorganization or fails to have such petition filed against it dismissed within sixty (60) days; admits in writing of its insolvency or inability to pay its liabilities as they come due; assigns its assets for the benefit of creditors, suffers a receiver to be appointed for its assets, or otherwise suspends its business operations;
 - ii. By the Customer, upon thirty (30) days prior written notice to the Company, in the event the Company fails to perform any material obligation hereunder, and such failure is not cured within said thirty (30) days of receipt of notice; or
 - iii. By the Company, upon thirty (30) days prior written notice to the Customer, in the event the Customer fails to perform any material obligation under this Agreement, and such failure is not cured within said thirty (30) days of receipt of notice.
- b. *Convenience.* This Agreement may be terminated by either party, without cause and for its convenience upon thirty (30) days written notice to the other party. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties.
- c. *Payment on Termination.* In the event of termination for any reason prior to completion of the Work, within twenty (20) days following the effective date of termination, the Customer shall make payment to Company. Payment will be based on that portion of the Work performed through the effective date of termination including reimbursement for reasonable overhead and profit on such completed Work, plus reasonable and necessary Company expenses resulting from the termination.

19. FORCE MAJEURE

It is understood that at times unavoidable delays result from causes that are beyond the control of either Party ("Force Majeure Events"), including: acts of God, embargo or other governmental act, regulatory requests or directives, fire, floods, accident, strikes or labor disputes, lockout, war, riot, terrorism, delay in transportation, or inability to obtain necessary labor, material or manufacturing facilities. Should the progress of the Work (including delivery of equipment, goods and materials) be or seem likely to be delayed at any time due to a Force Majeure Event, Company's performance will be excused for the duration of the Force Majeure Event. Both Parties shall employ good faith efforts to remove or remedy the cause(s) of any Force Majeure Event and mitigate the damages associated with any such occurrence.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflicts of law principles. The Company and Customer each irrevocably submit to the exclusive jurisdiction and venue of the Iowa state courts and federal district court which includes Linn County, Iowa. BOTH PARTIES IRREVOCABLY WAIVE A TRIAL BY JURY OF ANY SIZE.

21. LIMITATION OF LIABILITY

Company will not in any event or under any circumstance, whether in contract, tort (including negligence), strict liability, warranty or any other legal theory, be liable for special, indirect, incidental, exemplary, punitive or consequential damages, including but not limited to, claims of any third party. The sum total liability of Company with respect to any claim arising under or related to this Agreement will be limited to the total amount paid to Company pursuant to the applicable invoice.

22. ASSIGNMENT

The rights and obligations of the Parties shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Parties. Customer shall not assign or otherwise transfer this Agreement or any part without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion. Any assignment or transfer made in violation of the foregoing shall be void.

23. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

24. NONWAIVER

The failure or neglect by a Party to enforce any rights under this Agreement will not be deemed to

be a waiver of that Party's rights.

25. COMMUNICATION BETWEEN THE PARTIES

All communications related to the Work must be directed to the persons listed below or to such other persons as the Parties may specify in the Addendum:

CUSTOMER:

CITY OF OTTUMWA

Attention: Philip Rath

Address: 105 E 3rd St

Address: Ottumwa, IA 52501

COMPANY:

INTERSTATE POWER AND LIGHT COMPANY

Attention: David Vollmar

Address: 2901 Oak Meadow Drive

Address: Ottumwa, IA 52501

If different than above, all communications related to this Agreement's terms and conditions must be directed to the persons listed below or to such other persons as the Parties may specify in writing:

CUSTOMER:

CITY OF OTTUMWA

Attention:

Address:

Address:

COMPANY:

INTERSTATE POWER AND LIGHT COMPANY

Attention:

Address:

Address:

26. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement will survive the termination or expiration of this Agreement. Such provisions include, but are not limited to, Sections 12, 14, 20, and 21.

27. CONTRACT DOCUMENTS

This Agreement, and the Addendum represent the complete understanding of the Parties with respect to the subject matter of this Agreement and will govern over all other documents and oral representations which are hereby made void. In the event of a conflict among the documents

comprising this Agreement, the documents shall be given priority in the following order: (a) the Addendum; (b) duly executed amendments to this Agreement; (c) the body of this Agreement (excluding exhibits); (d) any exhibits. Under no circumstances will any terms or conditions contained in any purchase order issued by the Customer and related to the Work form a part of this Agreement.

28. COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES

This Agreement and any Addenda may be executed in counterparts, each of which when executed by the Parties will be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart will have the same legal force and effect as an original document.

29. STANDARD OF CARE

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

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, effective as of January 11, 2023

CITY OF OTTUMWA
(CUSTOMER)

**INTERSTATE POWER AND LIGHT
COMPANY**
(COMPANY)

By: Richard W. Johnson

By: _____

Print Name: Richard W. Johnson

Print Name: _____

Title: Mayor

Title: _____

Date: Feb. 7, 2023

Date: _____

RESTORATION ADDENDUM
to
FACILITIES RESTORATION AND PLANNED SERVICES AGREEMENT

This Addendum (“Addendum”) is made pursuant to the Facilities Restoration & Planned Services Agreement (“Agreement”), contract number 56873 by and between **Interstate Power and Light Company**, an Iowa corporation, with offices at 200 First Street SE Cedar Rapids, Iowa 52401 (“Company”), and **City of Ottumwa**, a municipal corporation formed under the laws of the State of Iowa, with offices at 105 E. 3rd Street, Ottumwa, IA 52501 (“Customer”). This Addendum incorporates all terms and conditions of the Agreement.

1. SCOPE OF WORK

- A. Location and description of Customer Facilities:
All City of Ottumwa owned property
- B. Company shall perform Work on Customer-owned gas or electric facilities as follows and as provided in the Company estimate*:
- Electric restoration work required to restore electric service to Customer following an unplanned outage.
- C. Work is estimated to be completed within the following number of weeks or months after Company received this signed Addendum, assuming all Customer-furnished information and materials are timely received and accurate*:
- For each unplanned outage event, restoration work will be completed by Company after notification from Customer.
 - The Company will not be obligated to accept work from Customer in an unplanned outage event during the Term of the Agreement.

* The scope of work and information provided in any estimate are high level descriptions of the Work that the Company expects to complete based on information provided by Customer. The scope of work may change based on conditions at the Facility. Time and material costs cited are for estimate purposes.

2. PRICE AND PAYMENT SCHEDULE

- A. Work will be billed based on a time and materials (T&M) basis, at Company’s then current labor and equipment rates. This pricing specifically includes, but is not limited to, any and all costs and expenses incurred for labor, equipment, and

materials. This pricing excludes all taxes. Any applicable taxes will be included on the invoice and paid by Customer.

- B. Company will issue an invoice to Customer for the amount due and owing under this Addendum as follows:
 - i. 0% of the amount due and owing for the Work described in this Addendum upon execution of this Addendum; and
 - ii. 100% of the amount due and owing for the Work described in this Addendum upon completion of the Work.
- C. Customer will pay invoices issued by the Company, as set forth in Section 5(b) of the Agreement and invoice.

3. **CUSTOMER BILLING INFORMATION**

All invoices or other billing related communications for the Work in this Addendum will be sent to the name and address listed below:

CITY OF OTTUMWA
Attention: City Clerk Chris Reinhard
Address: 105 E 3rd Street
Address: Ottumwa, IA 52501

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed by a duly authorized representative, effective as of January 11, 2023.

CITY OF OTTUMWA
(CUSTOMER)

By: Richard W Johnson

Print Name: Richard W Johnson

Title: Mayor

Date: Feb. 7, 2023

**INTERSTATE POWER AND LIGHT
COMPANY**
(COMPANY)

By: _____

Print Name: _____

Title: _____

Date: _____

received
2-2-23 8Am

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 16-2023: RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HCI52501 INVESTMENT, LLC

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 16-2023.

DISCUSSION: The Development Agreement with HCI52501 for the Bonita Apartments project had a completion date of Dec. 31, 2022. Because of supply chain delays, the project the project was not completed by that date. Amendment No. 1 adopts a new completion date of July 1, 2023. As of February 7, 2023 one of the three building is completely finished, the second is very nearly finished and the third is expected to be finished in the spring.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 16-2023

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT
FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE
CITY OF OTTUMWA AND HCI52501 INVESTMENT, LLC

WHEREAS, by Resolution No. 201-2021, adopted November 2, 2021, 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 Bonita Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Bonita Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

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

WHEREAS, the City of Ottumwa, Iowa ("City") and HCI52501 Investment, LLC ("Developer") entered into an Agreement for Private Development dated December 7, 2021 ("Agreement"), pursuant to which Agreement the Developer is obligated to construct certain Minimum Improvements on the Development Property within the Urban Renewal Area (as legally defined in the Agreement), and in consideration of Developer's obligations, the City agreed to provide certain incentives to the Developer; and

WHEREAS, on June 21, 2022, the City consented to an Amended and Restated Assignment Agreement between Developer and GreenState Credit Union, an Iowa state-chartered credit union (the "Lender"), in which the Developer assigned its right, title, and interest to receive the Economic Development Grants to the Lender; and

WHEREAS, the City and Developer desire to amend the Agreement by a proposed Amendment No. 1 to the Agreement ("Amendment") in order to extend the deadline for the completion of the Minimum Improvements to accommodate delays caused by supply chain issues, pursuant to the terms and conditions of the Amendment; and

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

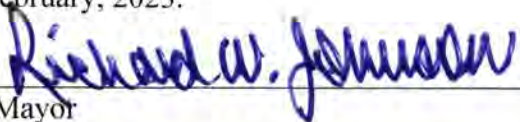
WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the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

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

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

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

PASSED AND APPROVED this 7th day of February, 2023.



Mayor



ATTEST:


City Clerk

CERTIFICATE

STATE OF IOWA

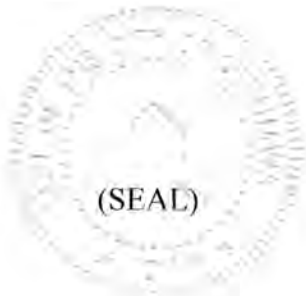
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COUNTY OF WAPELLO

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

WITNESS my hand and the seal of the City hereto affixed this 7th day of February, 2023.

Christina Reinhard
City Clerk, City of Ottumwa, State of Iowa



AMENDMENT NO. 1
TO
AGREEMENT
FOR PRIVATE DEVELOPMENT

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PRIVATE DEVELOPMENT (hereafter called "Amendment") is entered into on or as of the 7th day of February, 2023 by and among the CITY OF OTTUMWA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (the "Urban Renewal Act") and HCI52501 INVESTMENT, LLC, an Iowa limited liability company (the "Developer"). The City and Developer are Parties to this Amendment.

WITNESSETH:

WHEREAS, the City and Developer previously entered into an Agreement for Private Development dated December 7, 2021 ("Agreement"), a Memorandum of which was recorded with the Wapello County Recorder at 2021-5960; and

WHEREAS, pursuant to the Agreement, the Developer agreed to redevelop certain real property legally described as follows:

Description: Part of the Northwest Quarter of Section 7, Township 72 North, Range 13 West of the 5th P.M., Wapello County, Iowa, more particularly described as follows, to-wit: Beginning at a point 233 feet East and 233 feet South of the Northwest corner of the Northwest Quarter of Section 7, thence East parallel to the centerline of Rochester Road, 422.58 feet; thence South 996.1 feet parallel with the centerline of North Court Road to a point 200 feet North of Bonita Avenue; thence West parallel to the North line of Bonita Avenue, 179.08 feet; thence South parallel with the centerline of North Court Road, 200 feet to the North lien of Bonita Avenue; thence West 50 feet along the North line of Bonita Avenue; thence North parallel with the centerline of North Court Road, 200 feet; thence West parallel with the North line of Bonita Avenue, 176.50 feet; thence North parallel with the centerline of North Court Road 495.9 feet; thence West parallel to Bonita Avenue, 17 feet; thence North parallel with the centerline of North Court Road, 500 feet to the place of beginning.

(the "Development Property"); and

WHEREAS, the Developer agreed to build certain "Minimum Improvements" on the Development Property comprised of apartment housing units affordable to or rented to low and moderate income families (the "Project"); and

WHEREAS, the City agreed to provide certain "Economic Development Grants" to Developer in support of the Project, subject to the terms and conditions in the Agreement; and

WHEREAS, on June 21, 2022, the City consented to an Amended and Restated Assignment Agreement between Developer and GREENSTATE CREDIT UNION, an Iowa state-chartered credit union (the “Lender”), in which the Developer assigned its right, title, and interest to receive the Economic Development Grants to the Lender; and

WHEREAS, as a condition precedent to the effectiveness of this Amendment, the Lender shall execute the acknowledgement and consent attached hereto as Exhibit A. If the Lender does not execute Exhibit A, this Amendment and all exhibits hereto shall be null and void; and

WHEREAS, the Parties desire to amend the Agreement to accommodate delays caused by supply chain issues; and

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

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

Section 1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

Section 2. Deadlines. To accommodate a delay in Developer’s completion of the Minimum Improvements, the Parties agree to the following change to the Agreement:

The deadline for completing the Minimum Improvements is revised to July 1, 2023. Accordingly, references to “December 31, 2022” in Sections 2.2(k), 3.3, and 8.1(b), and Exhibit B of the Agreement, are hereby deleted and replaced with “July 1, 2023.”

All other deadlines in the Agreement including but not limited to the date of the initial annual certification (“October 15, 2023”), the date of the first full assessment under the Minimum Assessment Agreement (“January 1, 2023”), and the Grant schedule in Section 8.1(b) remain unchanged. Should the Developer fail to meet the revised deadline set forth in this Section 2, Developer shall be in Default under the Agreement and the City shall have all rights and remedies available to it under the Agreement, as amended.

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

Section 4. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid

and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

[Signatures start on the next page]

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

(SEAL)



CITY OF OTTUMWA, IOWA

By: Richard W. Johnson
Rick Johnson, Mayor

ATTEST:

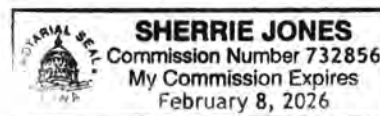
By: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 8 day of February, 2023, before me a Notary Public in and for said State, personally appeared Rick Johnson and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Sherrie Jones
Notary Public in and for the State of Iowa

[Signature page to Amendment No. 1 – City of Ottumwa]



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

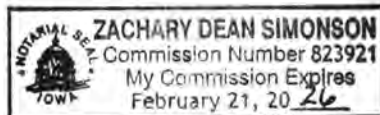
DEVELOPER:


HCI52501 INVESTMENT, LLC,
an Iowa limited liability company

By: 
Name: Ryan Huegerich
Its: Manager

STATE OF IOWA)
COUNTY OF WAPELLO) ss

On this 7th day of FEBRUARY, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Huegerich, to me personally known, who, being by me duly sworn, did say that he is the Manager of HCI52501 Investment, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Amendment No. 1 HCI52501 Investment, LLC]

received
2.2.23 8AM
Item No. I.-3.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 7, 2023

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 17-2023. A Resolution approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review the local assessor.

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 17-2023

DISCUSSION: This resolution approves 6 residential and 1 commercial tax abatement applications subject to review by the local assessor. There were 2 new homes, 2 new garages and 1 space converted into a 4 unit rental in the city that applied for tax abatement assistance. The other applicants made improvements to their existing properties. The total value of all improvements is estimated at \$736,938.

Tax abatement is available city wide for both residential and commercial.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 17-2023

A RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL AND COMMERCIAL TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN, SUBJECT TO REVIEW BY THE LOCAL ASSESSOR.

WHEREAS, the City of Ottumwa, Iowa adopted the City of Ottumwa 1992 Urban Revitalization Plan on June 4, 1991; and

WHEREAS, in December, 2002, the City of Ottumwa, Iowa adopted a Commercial Tax Abatement Plan for properties in the Rochester North Urban Revitalization Area; and

WHEREAS, on January 4, 2005, the City of Ottumwa, Iowa adopted a Commercial Tax Abatement Plan for properties in the Downtown North Urban Revitalization Plan; and

WHEREAS, on April 4, 2017, the City of Ottumwa, Iowa adopted Amendment No. 2 to the 1992 Urban Revitalization Plan expanding commercial and industrial tax abatement throughout the city effective May 1, 2017; and

WHEREAS, on December 21, 2021, the City of Ottumwa, Iowa adopted the Amended and Restated Ottumwa Urban Revitalization Plan; and

WHEREAS, all plans provide for property tax abatement for the actual value added by improvements to real estate according to different schedules for abatement; and

WHEREAS, the persons listed on Exhibit A have completed improvements in conformance with the adopted tax abatement plan for the city wide residential, the Rochester North or the Downtown Urban Revitalization Plan; and

WHEREAS, the individuals listed on Exhibit A have completed an application for tax abatement and have selected a schedule for said abatement; and

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

That the applications for tax abatement which are listed on Exhibit A are hereby approved by the City Council of the City of Ottumwa, Iowa, subject to review by the local assessor.

Approved, passed and adopted this 7th of February 2023.


ATTEST:

Chris Reinhard, City Clerk

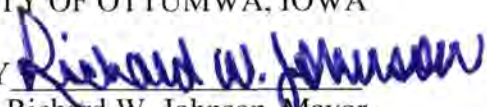
CITY OF OTTUMWA, IOWA
BY 
Richard W. Johnson, Mayor

Exhibit A Tax Abatement 2022

Application	Project	Property owners	Address	Cost of Improvements	Miscellaneous
2022-1	New Construction - 3 year abatement	Douglas and Jessica Thompson	1537 Lake Road	\$145,277.00	New Home
2022-2	New Construction - 3 year abatement	Jessyca Suzanne Bunnell	517 S Ward	\$145,000.00	New Home
2022-3	New Construction - 3 year abatement	Brenda and Terry Feehan	826 Queen Anne	\$27,000	New Garage
2022-4	New Construction - 3 year abatement	Michael and Lindsay Paxton	740 East Alta Vista	\$30,00.00	New Garage
2022-5	General Improvements - 3 year abatement	Cole Fosdyck	815 S Ward	\$22,500.00	Remodel of several rooms and plumbing
2022-6	Multi-residential conversion - 10 year sliding scale	Terrace Hill Properties	1301 N Elm	\$300,000.00	Conversion of office space tp four new appartment units
2022-7	New Commercial Construction - 5 year sliding scale	Lee Storage & Sales LLC	1200 W Second	\$67,161.00	New Self Storage Unit
			Total:	\$736,938	

General
Improvements - 2
New Homes - 2
New Garages - 2

Commercial
New - 1

RESOLUTION NO. 18-2023

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO 230 S. FOSTER
ON RESOLUTION NO. 252-2013.

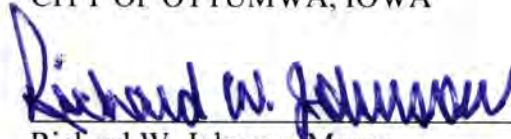
WHEREAS, Resolution No. 252-2013, Tract #52 included an assessment for delinquent mowing fees for 230 S. Foster in the amount of \$450 plus \$648 accumulated interest plus \$5 administrative fees plus \$4 publishing costs;

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

The special assessment for 230 S. Foster in the total amount of \$1,107 be removed from Resolution No. 252-2013.

APPROVED, PASSED, AND ADOPTED, this 7th day of February, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
O T T U M W A

January 31, 2023

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

RE: Res. No. 18-2023 – Removing special assessment applied to 230 S. Foster, Parcel 00741-101-0107-000 on Resolution No. 252-2013.

The assessments applied to:

RES NO.	TRACT NO.	ADDRESS	PROPERTY OWNER	LEGAL	AMOUNT	INTEREST	ADMIN	PUBLISH COST	TOTAL
252-2013	52	230 S. FOSTER	JEREMY LEE JONES	MANNINGS 2 ND ADD LOT 32 BLK 4	\$450	\$648	\$5	\$4	\$1107

Resolution No. 18-2023 removes the special assessment applied to this property through Resolution No. 252-2013.

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

Chris Reinhard

From: Valerie McElroy <vmcelroy@wapellocounty.org>
Sent: Friday, January 27, 2023 9:37 AM
To: Chris Reinhard
Subject: Removing a Special Assessment

Chris,

I was going through some paperwork and noticed back in 2013, the City of Ottumwa took ownership of 230 S Foster by IA Code 657A—

Our records show there is a special assessment that has not been removed.

Can you send us a removal letter for this?

The assessment is from Res.#252-2013, parcel # 00741-101-0107-000, tract 52, owner at that time was Jeremy Lee Jones, assessment amt of \$450.00 + \$648.00 Interest + \$5.00 Admin Cost + \$4.00 publishing cost for a grand total of \$1,107.00.

The change of title was recorded 11/25/2013.

Thank you for your help,

Valerie McElroy

Deputy Treasurer
Wapello County Treasurers' Office
101 W. Fourth St.
Ottumwa, IA 52501
Phone: 641-683-0044
vmcelroy@wapellocounty.org

received
22-23 1150

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 7, 2023

Engineering
Department

Larry Seals
Prepared By
[Signature]

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #22-2023. Awarding the contract for the Lake Road Culverts 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 #22-2023.

DISCUSSION: This projects consists of removal of 3 culverts (a 75 LF 48" CMP, a 75 LF 30" CMP, and a 105 LF 30" CMP); Installing 3 culverts (a 72 LF 54" CMP, a 75 LF 30" CMP, and a 110 LF 30" CMP, including apron sections); place revetment stone; and patch the road.

The culverts are part of the Lake Road reconstruction and are being let separate since typically performed by subcontractors. Once the culverts are installed the roadway surface project will be let.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on February 1, 2023 at 2:00 p.m. Five (5) bids were received. The low bidder is Rock N Load of Decorah, Iowa in the amount of \$114,575.00.

Bid Tab and Plan Holders List are attached.

Estimated Cost: \$131,995.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #22-2023

A RESOLUTION AWARDING THE CONTRACT FOR THE
LAKE ROAD CULVERTS PROJECT

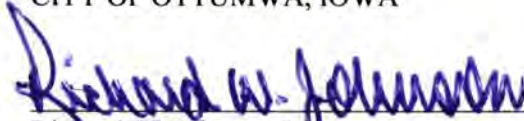
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Rock N Load of Decorah, Iowa in the amount of \$114,575.00.

APPROVED, PASSED, AND ADOPTED, this 7th day of February, 2023.

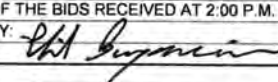
CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Lake Road Culverts																
2/1/2023																
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE				ROCK N LOAD		JASPER		DRISH		DELONG		DIRTY 30	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$ 3,200.00	\$3,200.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	
2	REMOVAL OF EXISTING 48" CMP PIPE CULVERT	LF	72	\$ 60.00	\$4,320.00	\$ 25.00	\$1,800.00	\$50.00	\$3,600.00	\$ 30.00	\$2,160.00	\$45.00	\$3,240.00	\$300.00	\$21,600.00	
3	REMOVAL OF EXISTING 30" CMP PIPE CULVERT	LF	180	\$ 45.00	\$8,100.00	\$ 25.00	\$4,500.00	\$40.00	\$7,200.00	\$ 30.00	\$5,400.00	\$35.00	\$6,300.00	\$200.00	\$36,000.00	
4	TRENCH COMPACTION TESTING	LS	1	\$ 4,500.00	\$4,500.00	\$ 1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$ 5,560.00	\$5,560.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	
5	PIPE CULVERT- 54" CMP, 12 GAUGE, ALUMINIZED	LF	65	\$ 190.00	\$12,350.00	\$ 300.00	\$19,500.00	\$175.00	\$11,375.00	\$ 347.00	\$22,555.00	\$315.00	\$20,475.00	\$375.00	\$24,375.00	
6	PIPE CULVERT- 30" CMP, 142 GAUGE, ALUMINIZED	LF	175	\$ 125.00	\$21,875.00	\$ 155.00	\$27,125.00	\$120.00	\$21,000.00	\$ 205.00	\$35,875.00	\$145.00	\$25,375.00	\$225.00	\$39,375.00	
7	PIPE APRON, 54" CMP	EA	1	\$ 4,000.00	\$4,000.00	\$ 2,200.00	\$2,200.00	\$3,750.00	\$3,750.00	\$ 4,005.00	\$4,005.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	
8	PIPE APRON, 30" CMP	EA	2	\$ 1,200.00	\$2,400.00	\$ 800.00	\$1,600.00	\$1,200.00	\$2,400.00	\$ 2,155.00	\$4,310.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	
9	FOOTING FOR 54" PIPE APRON	EA	1	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$ 5,300.00	\$5,300.00	\$3,950.00	\$3,950.00	\$8,000.00	\$8,000.00	
10	PCC PAVEMENT	SY	250	\$ 100.00	\$25,000.00	\$ 90.00	\$22,500.00	\$130.00	\$32,500.00	\$ 91.00	\$22,750.00	\$100.00	\$25,000.00	\$330.00	\$82,500.00	
11	PAVEMENT REMOVAL	SY	250	\$ 10.00	\$2,500.00	\$ 10.00	\$2,500.00	\$30.00	\$7,500.00	\$ 18.00	\$4,500.00	\$20.00	\$5,000.00	\$160.00	\$40,000.00	
12	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$10,000.00	\$ 2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$ 10,100.00	\$10,100.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	
13	SEEDING, FERTILIZING AND MULCHING	LS	1	\$ 5,000.00	\$5,000.00	\$ 1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$ 6,020.00	\$6,020.00	\$8,500.00	\$8,500.00	\$25,000.00	\$25,000.00	
14	RIP RAP - CLASS D	TN	110	\$ 80.00	\$8,800.00	\$ 50.00	\$5,500.00	\$80.00	\$8,800.00	\$ 80.00	\$8,800.00	\$75.00	\$8,250.00	\$85.00	\$9,350.00	
15	MACADAM STONE	TN	30	\$ 30.00	\$900.00	\$ 50.00	\$1,500.00	\$80.00	\$2,400.00	\$ 49.00	\$1,470.00	\$70.00	\$2,100.00	\$65.00	\$1,950.00	
16	GRANULAR SUBBASE	TN	35	\$ 30.00	\$1,050.00	\$ 40.00	\$1,400.00	\$50.00	\$1,750.00	\$ 47.50	\$1,662.50	\$65.00	\$2,275.00	\$65.00	\$2,275.00	
17	EROSION CONTROL, SILT FENCE, INSTALLATION	LF	300	\$ 6.00	\$1,800.00	\$ 3.00	\$900.00	\$4.00	\$1,200.00	\$ 7.00	\$2,100.00	\$8.00	\$2,400.00	\$6.00	\$1,800.00	
18	EROSION CONTROL, SILT FENCE, REMOVAL	LF	300	\$ 3.00	\$900.00	\$ 1.00	\$300.00	\$1.00	\$300.00	\$ 4.00	\$1,200.00	\$5.00	\$1,500.00	\$1.50	\$450.00	
19	FENCING	LS	1	\$ 1,000.00	\$1,000.00	\$ 750.00	\$750.00	\$3,500.00	\$3,500.00	\$ 4,050.00	\$4,050.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	
20	MOBILIZATION	LS	1	\$ 10,000.00	\$10,000.00	\$ 9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$ 8,100.00	\$8,100.00	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00	
GRAND TOTAL					\$131,995.00		\$114,575.00		\$138,975.00		\$159,107.50		\$160,865.00		\$405,675.00	
			= Math Error													
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 2-1-2023																
BY: 																

PLAN HOLDERS LIST

**Lake Road Culverts Project
 Ottumwa, Iowa 52501
 G&A #**

Engineer's Estimate

\$131,995.00

Bids Received:

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

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Nagel Construction 2601 140th St Allerton, IA 50008 nagelconstruction13@gmail.com	641-873-6898	City Website 1/19/2023			
2	Drish Construction 1701 S Main St Fairfield, IA 52556 trueline.trevorb@gmail.com	641-472-9506	City Website 1/23/2023			
3	Jasper Construction Services 928 N 19th Ave E Newton, IA 50208 cliff@jasperco.com	641-792-8650	City Website 1/23/2023			
4	Dirty30 Excavating & Trucking LLC 3018 Lawnview Dr Des Moines, IA 50310 dirty30iowa@gmail.com	515-669-5823	Emailed 1/26/2023			
5	Wiley Excavating 14833 Railroad St Douds, IA 52551 Wileyexcavating@yahoo.com	641-936-4625	Emailed 1/30/2023			
6	Davis County Excavation 17356 Husky Trail Drakesville, IA 52552 dave_kurnes@yahoo.com	(641) 722-3557	Emailed 1/30/2023			
7	DeLong Construction PO Box 488 Washington, IA 52353 cwharton.delonginc@gmail.com	319-653-3334	Emailed 1/30/2023			
8	Fye Excavating 10165 Sperry Rd Sperry, IA 52650 fye@fyeexcavating.com	319-985-2200	Emailed 1/30/2023			
9	Holder Excavating LLC 1117 Alderwood CT SW Altoona, IA 50009-2421 holderexcavatingllc@gmail.com	712-830-3350	City Website 1/31/2023			
10	Rock N Load 2807 College Dr Decorah, IA 52101 jc.holland@icloud.com	319-440-9676	City Website 1/27/2023			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	E-mailed 1/18/2023			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	City Website 1/18/2023			

received
2-2-23 3pm

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 7, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 23-2023: A RESOLUTION ADOPTING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDER 5 CLERICAL ERROR CORRECTION AND APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT CHANGE ORDER 6

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 23-2023.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 6 provides brushed nickel floor receptacles in the building at 116 N Market. Facade storefront conditions required relocating wall receptacles to the floor.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item: Budget Amendment Needed:

The adjustment is \$1,049.25. The original contract sum was significantly less the architects opinion of cost. The City's share of the change order would be 25% and the City's contribution does not exceed the budgeted contribution under the Downtown Development Program. The new contract sum would be \$293,196.92.

Change Order #5 had previously misstated the contract sum. This resolution also adopts a clerical error correction to resolve that error.

RESOLUTION NO. 23-2023

RESOLUTION NO. 23-2023: A RESOLUTION ADOPTING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDER 5 CLERICAL ERROR CORRECTION AND APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT CHANGE ORDER 6

WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30th, 2022; and

WHEREAS, Project Change Order #5, adopted with Resolution No. 276-2022 on November 29, 2022, contained a clerical error which misstated the total project sum; and

WHEREAS, Change Order #6 provides brushed nickel floor receptacles for 116 N Market; and

WHEREAS, Project Change Order #6 is Change Order #3 for 116 N Market; and

WHEREAS, Change Order #6 increases the contract sum in the amount of \$1,049.25; and

WHEREAS, the City's share of the project cost is still below the budgeted sum; and

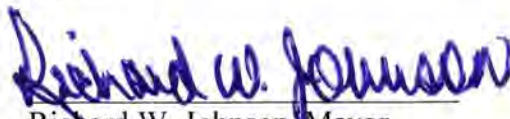
WHEREAS, the new contract sum including the change order will be \$293,196.92;

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

That the Clerical Error Correction to Change Order #5 is hereby approved; and

That Change Order #6 for this project is hereby approved.

PASSED AND APPROVED this 7th day of February, 2023.


Richard W. Johnson, Mayor

ATTEST:



Christina Runkasa
City Clerk

Change Order - Clerical Error

North Market Facades

Date : 2/02/2023

Distribution List:

Owner x
Architect x
Contractor x
Field _____
Other _____

Contractor : Christner Contracting Inc.
Architect : Curtis Architecture & Design

Architect's Project Number : 2117
Contract Date: June 30th, 2021

The Contract is Changed As Follows : This change order modifies the contract amount in order to correct a clerical error on a previous change order. The new contract sum will be adjusted to account for a low net change line item on change order (105-107 CO#03).

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by previously authorized Change Orders \$ 288,940.81

The (contract sum) will be (increased) (~~decreased~~)
(~~unchanged by using contingency funds under this~~
~~—facade~~) by this Change Order in the amount of \$3,206.86

The new contract sum including this change order will be \$ 292,147.67

The contract time will be (~~increased~~) (~~decreased~~)
(unchanged) by Days: --

The date of substantial completion as of the date of this change order therefore is (~~increased~~) (~~decreased~~)
(Unchanged) Date 05-31-2023

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

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

Christner Contracting Inc.
17587 US-34
Ottumwa, IA 52501

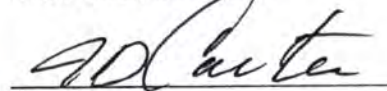
City of Ottumwa
105 3rd St. E,
Ottumwa, IA 52501



Signature

Rodney L. Curtis

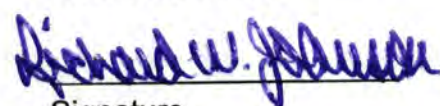
Date: 2-2-23



Signature

CCI

Date: 2-2-23



Signature

Ottumwa

Date: 2/7/23

Change Order 114-118 CO#03

North Market Facades

Date : 2/02/2023

Distribution List:

Owner _____
Architect _____
Contractor _____
Field _____
Other _____

Contractor : Christner Contracting Inc.
Architect : Curtis Architecture & Design

Architect's Project Number : 2117
Contract Date: June 30th, 2021

The Contract is Changed As Follows :

Address: 114-118 North Market

Item 1: CCI has requested a Change Order for providing new brushed nickel floor receptacles in the 116 N Market building.

Total Cost: \$1,049.25

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by previously authorized Change Orders \$ 292,147.67

The (contract sum) will be (increased) ~~(decreased)~~
~~(unchanged by using contingency funds under this~~
~~—facade)~~ by this Change Order in the amount of \$1,049.25

The new contract sum including this change order will be \$ 293,196.92

The contract time will be ~~(increased)~~ ~~(decreased)~~
(unchanged) by Days: --

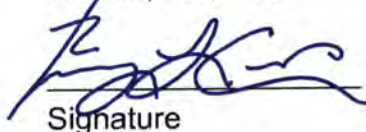
The date of substantial completion as of the date of this change order therefore is ~~(increased)~~ ~~(decreased)~~
(Unchanged) Date 05-31-2023

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

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

Christner Contracting Inc.
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Ottumwa, IA 52501

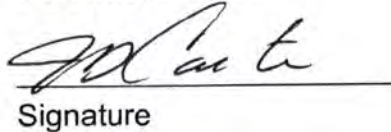
City of Ottumwa
105 3rd St. E,
Ottumwa, IA 52501



Signature

Rodney L. Curtis

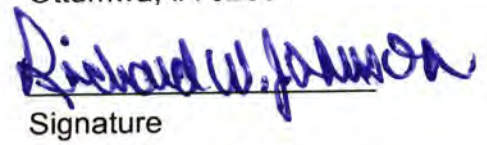
Date: 2-2-23



Signature

CCI

Date: 2/2/2023



Signature

Ottumwa

Date: 2/7/23

received
2-2-23 1150

Item No. I.-7.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 24-2023 - a resolution providing for the financial support of the Area 15 Regional Planning Commission

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 24-2023

DISCUSSION: In accordance with the 1973 Articles of Agreement with Area 15 Regional Planning Commission the City is responsible for \$0.52 per capita. This equates to a contribution of \$13,275.08 for the period covering July 1, 2023 through June 30, 2024.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 24-2023

**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

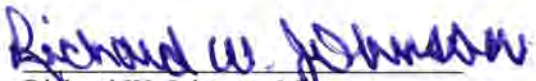
WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the **City of Ottumwa, Iowa** is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$0.52 per capita, for a total amount equal to **\$13,275.08** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2023 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa that the City of Ottumwa agrees to contribute \$13,275.08 to the Area 15 Regional Planning Commission to serve as FY24 contribution.

APPROVED, PASSED, AND ADOPTED this 7th day of February, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk



P.O. Box 1110 • Ottumwa, IA 52501
(P) 641.684.6551
Area15rpc@AREA15RPC.COM
www.area15rpc.com
chris.bowers@AREA15RPC.COM

January 10, 2023

Happy New Year!

As the new year arrives, Area 15 Regional Planning Commission is excited to begin its annual membership drive! As you begin budgeting for **FY2023-2024**, I hope you will continue your membership and support of your regional planning commission. Membership provides you with local professional staff to access programs and services for your community.

The past year has been very successful and busy for your Economic Development District (EDD)/Council of Governments (COG). With a 91% membership rate for FY2022-2023, your support is incredible! RPC staff helped our communities and citizens with planning, housing, and community/economic development projects.

The RPC secured over **\$3.9 million** in grants from July 1, 2021 – June 30, 2022! This represents a return of **\$75** in grant funds for every \$1 of membership dues invested. However, success does not happen without your support. Your annual participation is extremely important for the regional planning commission to provide you with professional planning staff. Our five (5) professional staff have a combined 80 years of experience working for you at Area 15 RPC. They have the knowledge, experience, and connections to help with your community needs.

Thank you to our public officials, economic development professionals, and regional partners who assisted us to pursue these community and economic development opportunities over the past year. I ask that you please consider and return the enclosed resolution for membership to keep your regional planning commission going strong!

If there is anything that we can do for you, please reach out to me at (641) 814-8403 or chris.bowers@area15rpc.com. Remember – we are working for you!

Sincerely,

Chris Bowers
Executive Director

Established 1974



Please return this copy to the RPC

RESOLUTION # 24-2023

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the City of **Ottumwa**, Iowa is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.52 per capita, for a total amount equal to **\$13,275.08** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2023 through June 30, 2024.

AGREED TO THIS 7th DAY OF February 2023.

Richard W. Johnson
Mayor

ATTEST:

Christine Runkala
City Clerk

received
2.2.23 1150

Item No. I.-8.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 7, 2023

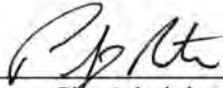
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 25-2023 - a resolution providing for the financial support of the Regional Planning Affiliation (RPA 15)

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 25-2023

DISCUSSION: Regional Planning Affiliation for Region 15 (RPA 15) has been designated to provide transportation planning to its members, which includes the City of Ottumwa. The City is estimated to receive \$671,822 in financial support. In return, the City is requested to contribute a proportional share (\$5,123) of the local match for the planning grant. The local match is 20% or \$22,388.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 25-2023

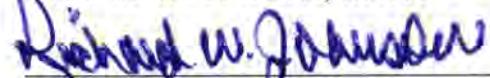
**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

- WHEREAS, the State of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15); and,
- WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and
- WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and
- WHEREAS, RPA 15 expects to receive and program an estimated \$2,936,001 in federal highway transportation grant funds for FY24 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is \$671,822; and
- WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY24 local match requirement is an estimated \$22,388 and shall be proportionally shared by the member jurisdictions; and
- WHEREAS, the governing body of Ottumwa is a member of RPA 15 and whose apportioned share of FY23 local match equals \$5,123.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA HEREBY: agrees to contribute \$5,123 to the Area 15 Regional Planning Commission to serve as FY24 local match.

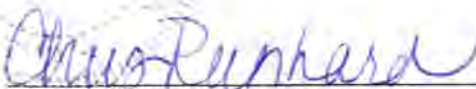
APPROVED, PASSED, AND ADOPTED this 7th day of February, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard, City Clerk

Please return this copy to the RPC

RESOLUTION #
RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)

WHEREAS, the state of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15), and;

WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and

WHEREAS, RPA 15 expects to receive and program an estimated **\$2,936,001** in federal highway transportation grant funds for FY24 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is **\$671,822**; and

WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY24 local match requirement is an estimated \$22,388 and shall be proportionally shared by the member jurisdictions, and

WHEREAS, the governing body of **Ottumwa** is a member of RPA 15 and whose apportioned share of FY24 local match equals **\$5,123**.

NOW, THEREFORE BE IT RESOLVED that **Ottumwa** has agreed to contribute **\$5,123** to the Area 15 Regional Planning Commission to serve as FY24 local match.

AGREED TO THIS _____ DAY OF _____, 2023

Chairperson of Board of Supervisors

ATTEST:

County Auditor



P.O. Box 1110 • Ottumwa, IA 52501
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January 10, 2023

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Chris Bowers
Executive Director

Established 1974

