



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 14  
Bridge View Center, 102 Church St.

April 2, 2024  
6:00 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Caviness, Bossou, Galloway, Hoffman, McAntire and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 11 on March 19, 2024 and Special Meeting No. 12 on March 26, 2024 as presented.
  2. Acknowledge and approve April 2, 2024 Claims List as submitted by the Finance Department.
  3. Recommend re-appointment of Ann Youngman to the Civil Service Commission, term to expire 4/5/2028.
  4. Child Abuse Prevention Month Proclamation.
  5. Authorizing the Mayor to sign the lease agreement with the Southeast Iowa Community Soccer League for use of facilities at the Midwest Little League and Union Park, beginning April 8, 2024 through December 31, 2024.
  6. Approve a conflict of interest waiver for Ahlers & Cooney, P.C. between the City of Ottumwa and Wapello County.
  7. Approve Salvage Dealer's License renewals for the following: Rosenman's Inc., 902 E. Main St.; Alter Metal Recycling, 404 N. Forrest Ave.; Paulos Used Cars, 430 N. Forrest Ave.; all applications pending final inspections.
  8. Resolution No. 75-2024, approving the Contract, Bond and Certificate of Insurance for the Sanitary Sewer Spot Repair Project.
  9. Resolution No. 84-2024, approving the Contract, Bond and Certificate of Insurance for the Albia Road North Quincy Avenue Roundabout Project.
  10. Resolution No. 87-2024, approving the Contract, Bond and Certificate of Insurance for the South Milner (Portafield to Hand) Street Reconstruction Project.
  11. Resolution No. 88-2024, approving the Contract, Bond and Certificate of Insurance for the 2024 Asphalt Street Repair Project.
  12. Beer and/or liquor applications for: Las Palmas Bar & Grill, 321 East 2<sup>nd</sup> Street; Parkview Plaza (Hotel Ottumwa), 107 E. Second St. special Class C five day temporary outdoor service area on 5/9/2024-5/13/2024; all applications pending final inspections.
- C APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Overview of the 3/26/2024 Work Session
  2. Urban Renewal & Tax Increment Finance Refresher

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

1. Ordinance No. 3221-2024, an Ordinance to re-establish and continue the Downtown Ottumwa Self-Supported Municipal Improvement District pursuant to the Provisions of Chapter 386, Code of Iowa, and Providing for the continuation of certain funds and the levy of annual taxes in connection therewith.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3221-2024.

2. Ordinance No. 3224-2024, an Ordinance permitting Class B Master Electricians to perform electrical work in the City of Ottumwa by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the Third Consideration and Adopt Ordinance No. 3224-2024.

3. Ordinance No. 3225-2024, an Ordinance Adopting Temporary Regulations for the Des Moines Register's Annual Great Bicycle Ride Across Iowa's Overnight Stay in Ottumwa to be Effective on July 24, 25, and 26, 2024.

RECOMMENDATION:     A. Pass the Second Consideration of Ordinance No. 3225-2024.  
                              B. Waive third consideration, pass and adopt Ordinance No. 3225-2024.

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

1. Approve purchase of light poles and lights for the Albia Road North Quincy Avenue Roundabout Project.

RECOMMENDATION: Approve the purchase of four (4) light poles in the amount \$19,469.79.

2. Release Request for Qualifications for Professional Services for Structural Analysis of 105-107 East Main Street.

RECOMMENDATION: Direct staff to release the Request for Qualifications.

3. Public Works Projects Update for 2024.

RECOMMENDATION: Receive Update.

I. RESOLUTIONS:

1. Resolution No. 79-2024, set April 16, 2024 at 5:30 P.M. as a date for a Public Hearing on the FY24/25 Certification of Taxes and Annual City Budget.

RECOMMENDATION: Pass and adopt Resolution No. 79-2024.

2. Resolution No. 82-2024, setting dates of a consultation and a public hearing on a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 82-2024.

3. Resolution No. 85-2024, approving payment of Invoice #CI-0018630, for Iowa Department of Transportation (IDOT) Preconstruction Agreement No. 2021-6-092 for the Highway 149 North of Woodland Avenue Overlay Project.

RECOMMENDATION: Pass and adopt Resolution No. 85-2024.

4. Resolution No. 86-2024, authorizing the Mayor to execute a Permanent Utility Easement Agreement for Construction and Maintenance of Public Improvements for the South Milner St. Reconstruction Project (Portafield to Hand).

RECOMMENDATION: Pass and adopt Resolution No. 86-2024.

5. Resolution No. 89-2024, a Resolution in Support of the Proposed Terms to be included in a Development Agreement by and between the City of Ottumwa and CBC Financial Corporation.

RECOMMENDATION: Pass and adopt Resolution No. 89-2024.

6. Resolution No. 90-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 706 W. Fourth Street to Dan Laursen for \$3,400 Asbestos removal and \$5,000 Demolition total \$8,400.

RECOMMENDATION: Pass and adopt Resolution No. 90-2024.

7. Resolution No. 91-2024, Fixing May 16, 2024 as the Date for a Public Hearing on the Proposal to Convey Certain Real Property locally known as 119 West Fifth Street, Ottumwa, Iowa, to John and Noma Woudenberg.

RECOMMENDATION: Pass and adopt Resolution No. 91-2024.

#### 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. \*\*\***



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**FAX COVER SHEET**

City of Ottumwa

DATE: 3/29/2024 TIME: 9:15 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #14 to be held on 4/02/2024 at 6:00 P.M. at the Bridge View Center, 102 Church Street. Following the Special City Council Meeting #13.

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OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 11  
Bridge View Center, 102 Church St.

March 19, 2024  
5:30 O'Clock P.M.

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

Present were Council Member Galloway, Hoffman, McAntire, Caviness, Bossou and Mayor Johnson.

McAntire moved, seconded by Galloway to approve consent agenda items with removal of B-8, Res. No. 75-2024; Mins. from Regular Mtg. No. 10 on March 5, 2024 as presented; Ack. and approve March 19, 2024 Claims List and Feb. Prepaid Claims submitted by Finance; Civil Service Elig. List for March 5, 2024: Police Officer Ent.; Auth. Mayor to sign lease agt. between the City and Adult Softball League for 2024 season; Order Accepting Ack./Settlement Agt. Affirmative Defense between City of Ottumwa and MAD Ave Quik Shop (405 S. Madison Ave.); Order Accepting Ack./Settlement Agt. between City of Ottumwa and U.S. Smoke Shop #1 (610 Church St.); Order Accepting Ack./Settlement Agt. between City of Ottumwa and Ross Tobacco Shop LLC (129 E. Second St.); Res. No. 76-2024, updating auth. Signatories for Checks, Wire Transfers and Investment Purchases and Sales in Accordance with City Investment Policy; Beer and/or liquor applications for: Pizza Hut, 1247 Theater Dr.; all applications pending final inspections. All ayes.

Galloway moved, seconded by Hoffman to approve agenda as presented. All ayes.

City Admin. Rath explained, both he and HR got a little bit ahead of themselves in attempting to streamline the process for the Collective Bargaining Agt. Items I-1, I-2 and I-3 need to be clarified that tonight, council is only ratifying the tentative agt. that was approved by the bargaining units. Verified with labor attorney that council can take up consideration of the tentative agt. under the current agenda and ideally follow suit of the bargaining units and ratify the language. The City will forward a copy of the revised CBA to each bargaining unit for their signature and upon receipt, back to council for final adoption.

Ground breaking events for SEIA Sports Commission for Indoor Sports Facility and competitive gym at OHS; excitement of RAGBRAI coming in July. Great positives for our community.

Marc Roe, Executive Dir., Greater Ottumwa Partners in Progress, provided quarterly update.

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

This was the time, place and date set for a public hearing on proposal to convey certain real property, 119 N. Ward, Ottumwa, Wapello County, IA. No objections rec'd. Caviness moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 62-2024, approving and auth. conveyance of certain real property, 119 N. Ward to Michael and April Shilkus, for \$250, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposal to convey certain real property to The Wapello County Historical Society. No objections rec'd. Hoffman moved, seconded by McAntire to close public hearing. All ayes.

Caviness moved, seconded by Bossou that Res. No. 64-2024, approving and auth. conveyance of certain real property to The Wapello County Historical Society, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the revision of Lease Agt. between the City and Musco Sports Lighting, LLC. No objections rec'd. Galloway moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by McAntire that Res. No. 70-2024, approving and auth. revision of Lease Agt. between the City and Musco Sports Lighting, LLC, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on consideration of Ground Lease Agt. between the City and Southeast Iowa Sports Commission for the construction of an Indoor Sports Facility. No objections rec'd. Caviness moved, seconded by Hoffman to close public hearing. All ayes.

Caviness moved, seconded by McAntire that Res. No. 77-2024, approving Ground Lease Agt. between the City and SEIA Sports Commission for construction of Indoor Sports Facility, be passed and adopted. All ayes.

Hoffman moved, seconded by McAntire to pass second consideration of Ord. No. 3224-2024, an Ord. permitting Class B Master Electricians to perform electrical work in the City of Ottumwa by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, IA. All ayes.

Caviness moved, seconded by Hoffman to pass first consideration of Ord. No. 3225-2024, an Ord. Adopting Temp. Regulations for the Des Moines Register's Annual Great Bicycle Ride Across Iowa's Overnight Stay in Ottumwa to be Effective July 24, 25, and 26, 2024. All ayes.

Caviness moved, seconded by McAntire to auth. Mayor to sign Order Assessing Penalty – 2<sup>nd</sup> Violation with Yesway #1014 located at 502 W. 2<sup>nd</sup> St. Admin. Hearing read by City Clerk. All ayes.

Caviness moved, seconded by McAntire to approve MOU between Wapello County EMA and the City for Community Responder Public Access AED/STB Program and auth. Mayor to sign. All ayes.

Caviness moved, seconded by Hoffman to approve grant submission of State & Community Hwy. Safety Grant FY2025 application to the Governor's Traffic Safety Bureau. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 57-2024, approval of Collective Bargaining Agt. between the City and Teamsters Local 238, representing PW, Parks, Airport and Cemetery employees, be passed and adopted. HR Dir. Codjoe and Rath explained, this is actually a two-step process; this resolution ratifies the tentative agt. with the Union and the final Collective Bargaining Agt. will be presented at a later date. The union employees covered under this bargaining unit were given two proposals; adopting the wages identified in the comp. handbook or retain certain language within the contract and have 3.2% COLA each year. Codjoe further explained that Mike Galloway was the attorney the city worked with; he represents about 90% of the cities in Iowa for union negotiations so he is well versed in the process. Council person Galloway stated, when it comes down to it, the voting members of each union did agree to the terms before us; want to make sure all people at negotiations are ready to work together. Bossou added, that's the beauty and downfall of the union; if not all options are presented to you, challenge those reps; take that opportunity to advocate for yourself. McAntire added, frustrations coming from employees because they shouldn't have to give up something in order to receive a pay



increase. Hoffman added, there's still a level of mistrust between mgmt. and labor; admin. staff needs to work hard to try and bridge this gap. Vote taken; all ayes.

Hoffman moved, seconded by McAntire that Res. No. 58-2024, approval of Collective Bargaining Agt. between the City and Teamsters Local 238, representing Municipal employees, be passed and adopted. Same as previous resolution; this ratifies the tentative agt. with the Union with the final CBA presented at a later date. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 69-2024, approval of Collective Bargaining Agt. between the City and Ottumwa Assoc. of Prof. Firefighters Local 395, Int. Assoc. of Firefighters (AFL-CIO-CIC), representing City Fire Dept. employees, be passed and adopted. Same as previous two resolutions; this ratifies tentative agt. with the Union with the final CBA presented at a later date. All ayes.

Caviness moved, seconded by McAntire that Res. No. 71-2024, awarding contract for 2024 Asphalt St. Repair Project to Norris Asphalt Paving Co., LC of Ottumwa, IA, in the amt. \$1,534,812.50, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 72-2024, awarding S. Milner (Portafield to Hand) St. Reconstruction Project to Drish Construction, Inc. of Fairfield, IA, in the amt. \$887,685.30, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 73-2024, awarding contract for Albia Rd. N. Quincy Ave. Roundabout Project to Wicks Construction, Inc., of Decorah, IA, in the amt. \$777,949.30, be passed and adopted. All ayes.

Caviness moved, seconded by Galloway that Res. No. 74-2024, recommitting to Trail Ext. and Approving Iowa's Transportation Alternatives Program (TAP) Application for Oxbow Lagoon Link Trail and auth. Mayor to sign, be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 78-2024, approving bid from Cunningham Recreation for Gametime Playground Equip. for Ottumwa Park, be passed and adopted. All ayes.

There being no further business, Caviness moved, seconded by Galloway to adjourn. All ayes.

Adjournment was at 7:45 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

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Richard W. Johnson, Mayor

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Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 3/30/24.

## OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 12  
Room 8B – Depot Conference Room

March 26, 2024  
5:30 O’Clock P.M.

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

Present were Council Member Hoffman, McAntire, Caviness, Bossou, Galloway and Mayor Johnson.

Staff present City Admin. Rath, Finance Dir. O’Donnell, PIO Lawrence, Dir. Airport Oper. Wheaton, PW Dir./City Engineer Burgmeier. Human Rights Commission members Dr. Peter Reiter and John Fenner.

Caviness moved, seconded by Hoffman to approve agenda as presented. All ayes.

Items discussed at the work session are listed on the agenda and on file in the office of the City Clerk. No action was taken.

Open Discussion about Boards and Commissions – certain brds/commissions are restricted by IA law (Brd of Library Trustees, Civil Service Commission, Brd of Adjustment, Waterworks Brd of Trustees, Ottumwa Housing Auth (governed by their own bylaws.)) Council wants discussions with each brd/commission about changes they are thinking about (number of individuals serving on commission; term length; term limits); have conversations with members to learn what is working (or not) within their groups to be more productive. Will hold follow up work session to discuss results and develop action.

O’Donnell discussed Local Option Sales Tax (LOST) Ballot Language and Other Fund Revenue Options. LOST is set to expire 12/31/25; to extend, LOST referendum will need to be held; current revenues from LOST 10% property tax relief and 90% street and/or sewer improvements. Does Council want to leave language the same, or more defined use? Change percentage allocation?

Franchise Fees are the only mechanism left to create new revenues for local government. Current gas & electric franchise fees set at 3%; based on FY25 projections, a 0.5% increase would generate additional funds needed to help cover increased expenses.

These items will be in upcoming council packets for legislative action.

There being no further discussion, Galloway moved, seconded by Bossou to adjourn. All ayes.

Adjournment was at 7:43 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

\_\_\_\_\_  
Richard W. Johnson, Mayor

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Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 4/4/2024.

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	00166156411	Legal Fees	VR 24040301-015	02/28/2024	-	10981	11184.25
01001	00166156411	Legal Fees	VR 24040301-016	03/21/2024	-	10981	2244.00
CHECK TOTAL FOR CHECK NUMBER 220447 DATED 04/03/2024 WRITTEN TO 00800 AHLERS & COONEY P.C. for the amount of							13428.25
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040303-014	03/19/2024	-	ENGINE 2	107.20
CHECK TOTAL FOR CHECK NUMBER 220448 DATED 04/03/2024 WRITTEN TO 01304 ALL ROADS TRUCK & TRAILERfor the amount of							107.20
01315	31577726490	OTHER PROF SERV	VR 24040301-017	03/07/2024	-	PROJECT 231389	8850.00
CHECK TOTAL FOR CHECK NUMBER 220449 DATED 04/03/2024 WRITTEN TO 01401 ALLENDER BUTZKE ENGINEERSfor the amount of							8850.00
01610	61088156507	OPERATING SUPPLIES	VR 24040301-018	02/29/2024	-	604786	206.54
CHECK TOTAL FOR CHECK NUMBER 220450 DATED 04/03/2024 WRITTEN TO 02080 ALTORFER INC. for the amount of							206.54
01001	00111106331	VHCL MTCE SUPPLIES	VR 24040301-020	03/18/2024	-	#442	280.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040303-015	03/29/2024	-	#171	388.42
01001	00111106331	VHCL MTCE SUPPLIES	VR 24040301-019	03/18/2024	-	#446	490.00
CHECK TOTAL FOR CHECK NUMBER 220451 DATED 04/03/2024 WRITTEN TO 09341 BLACKHAWK BODYSHOP AND for the amount of							1158.42
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040301-021	03/14/2024	-	133040	100.00
CHECK TOTAL FOR CHECK NUMBER 220452 DATED 04/03/2024 WRITTEN TO 09352 BLACKSTONE PUBLISHING for the amount of							100.00
01610	61088156507	OPERATING SUPPLIES	VR 24040301-022	02/16/2024	-	118-001-7	15.69
01610	61088156507	OPERATING SUPPLIES	VR 24040301-023	02/20/2024	-	118-001-7	102.84
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040301-024	02/23/2024	-	118-001-7	6.69
01001	00111506350	EQUIP REPAIR	VR 24040301-025	02/27/2024	-	118-001-7	2.18
01610	61088156507	OPERATING SUPPLIES	VR 24040301-026	02/28/2024	-	118-001-7	11.07
01110	11022406504	TOOLS & SMALL EQUIP	VR 24040301-027	03/06/2024	-	118-001-7	49.99
01001	00111506504	TOOLS & SMALL EQUIP	VR 24040301-028	03/08/2024	-	118-001-7	53.98
01001	00122606507	OPERATING SUPPLIES	VR 24040301-029	03/11/2024	-	118-001-7	13.80
01001	00144306504	TOOLS & SMALL EQUIP	VR 24040301-030	03/12/2024	-	118-001-7	24.87
01110	11022106504	TOOLS & SMALL EQUIP	VR 24040301-031	03/14/2024	-	118-001-7	25.43
CHECK TOTAL FOR CHECK NUMBER 220453 DATED 04/03/2024 WRITTEN TO 09692 BOMGAARS SUPPLY for the amount of							306.54
01673	67388436372	SANITATION	VR 24040301-038	02/29/2024	-	0082600	50.00
01673	67388436499	CONTRACTUAL SERVICES	VR 24040301-032	02/29/2024	-	0016053	585.00
01673	67388436372	SANITATION	VR 24040301-033	02/02/2024	-	0082600	125.00
01673	67388436372	SANITATION	VR 24040301-035	02/15/2024	-	0082600	125.00
01673	67388436372	SANITATION	VR 24040301-036	02/28/2024	-	0082600	125.00
01673	67388436498	MISC CONTRACT WORK	VR 24040301-034	02/09/2024	-	0082600	140.00
01673	67388436498	MISC CONTRACT WORK	VR 24040301-037	02/29/2024	-	0082600	140.00
CHECK TOTAL FOR CHECK NUMBER 220454 DATED 04/03/2024 WRITTEN TO 11496 BRIDGE CITY SANITATION LLfor the amount of							1290.00
01001	00166156230	Training	VR 24040301-039	02/27/2024	-	0000045	1704.34

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01720	72044656490	MANAGEMENT SERVICES	VR 24040301-041	03/19/2024	-	00000045	17768.75
01720	72044656499	CONTRACTUAL SERVICES	VR 24040301-042	03/19/2024	-	SUBSIDY-APRIL	75959.25
01175	17511176507	OPERATING SUPPLIES	VR 24040301-040	03/11/2024	-	00000513	186.66
CHECK TOTAL FOR CHECK NUMBER 220455 DATED 04/03/2024 WRITTEN TO 11506 BRIDGE VIEW CENTER for the amount of							95619.00
01001	00111106350	EQUIP REPAIR	VR 24040301-044	03/11/2024	-	00331467	433.97
01001	00111106350	EQUIP REPAIR	VR 24040301-043	03/16/2024	-	00331467	119.39
CHECK TOTAL FOR CHECK NUMBER 220456 DATED 04/03/2024 WRITTEN TO 12066 BROWNELLS, INC. for the amount of							553.36
01110	11022756480	TREE TRIMMING	VR 24040302-011	03/07/2024	-	BRYAN RD	100.00
01315	31577726480	TREE TRIMMING	VR 24040302-010	03/07/2024	-	BELL AND SHAEFER FIELD	400.00
01110	11022756480	TREE TRIMMING	VR 24040302-012	03/12/2024	-	2224 W MAIN	600.00
01315	31577726480	TREE TRIMMING	VR 24040302-009	03/13/2024	-	STELLAR AVE	1200.00
01110	11022756480	TREE TRIMMING	VR 24040302-002	03/14/2024	-	ALLEY BY MIKES TIRE	250.00
01110	11022756480	TREE TRIMMING	VR 24040302-001	03/14/2024	-	1600 blk locust alley	150.00
01001	00144456320	GROUNDS MAINT & REPAIR	VR 24040302-003	03/16/2024	-	BEACH	75.00
01110	11022756480	TREE TRIMMING	VR 24040302-008	03/18/2024	-	ALLEY WABASH FINLEY	50.00
01110	11022756480	TREE TRIMMING	VR 24040302-004	03/18/2024	-	ALLEY GURLEY	400.00
01110	11022756480	TREE TRIMMING	VR 24040302-005	03/19/2024	-	RUSS ST	400.00
01110	11022756480	TREE TRIMMING	VR 24040302-006	03/19/2024	-	DEAD END MADISON	400.00
01110	11022756480	TREE TRIMMING	VR 24040302-007	03/21/2024	-	ALLEY MONROE	400.00
CHECK TOTAL FOR CHECK NUMBER 220457 DATED 04/03/2024 WRITTEN TO 12500 BUB'S TREE CARE for the amount of							4425.00
01135	13544506507	OPERATING SUPPLIES	VR 24040301-045	03/11/2024	-	REIMBURSEMENT 3/11-3/22	22.11
CHECK TOTAL FOR CHECK NUMBER 220458 DATED 04/03/2024 WRITTEN TO 13642 SAMANTHA CAIN for the amount of							22.11
01110	11022126407	ENGINEERING	VR 24040301-046	03/22/2024	-	BRIDGE RATING & INSPECT	3980.00
CHECK TOTAL FOR CHECK NUMBER 220459 DATED 04/03/2024 WRITTEN TO 13646 CALHOUN-BURNS & ASSOC INC for the amount of							3980.00
01110	11022106531	STREET MAINT SUPPLIES	VR 24040301-048	03/20/2024	-	2010185-2010209	1685.54
01110	11022106531	STREET MAINT SUPPLIES	VR 24040301-047	03/22/2024	-	2010235-2010283	3124.21
CHECK TOTAL FOR CHECK NUMBER 220460 DATED 04/03/2024 WRITTEN TO 14239 CANTERA AGGREGATES LLC for the amount of							4809.75
01001	00144396507	OPERATING SUPPLIES	VR 24040301-005	03/04/2024	-	632829	22.66
01001	00122606506	OFFICE SUPPLIES	VR 24040301-014	03/19/2024	-	632829	9.20
01001	00144306506	OFFICE SUPPLIES	VR 24040301-004	03/04/2024	-	632829	51.00
01673	67388436507	OPERATING SUPPLIES	VR 24040301-007	02/08/2024	-	632829	-19.60
01673	67388436333	VHCL-FUEL	VR 24040301-008	03/05/2024	-	632829	53.94
01131	13122806507	OPERATING SUPPLIES	VR 24040301-001	02/20/2024	-	632829	98.44
01673	67388436507	OPERATING SUPPLIES	VR 24040301-003	02/26/2024	-	632829	33.55
01673	67388436507	OPERATING SUPPLIES	VR 24040301-006	03/05/2024	-	632829	-15.80
01001	00122606507	OPERATING SUPPLIES	VR 24040301-010	03/08/2024	-	632829	5.86
01110	11022976507	OPERATING SUPPLIES	VR 24040301-012	03/15/2024	-	632829	151.18
01001	00111506507	OPERATING SUPPLIES	VR 24040301-011	03/08/2024	-	632829	271.75
01131	13122806507	OPERATING SUPPLIES	VR 24040301-009	03/06/2024	-	632829	48.76

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01110	11022976507	OPERATING SUPPLIES	VR 24040301-002	02/23/2024	-	632829	207.58
01001	00144396507	OPERATING SUPPLIES	VR 24040301-013	03/15/2024	-	632829	15.40
CHECK TOTAL FOR CHECK NUMBER 220461 DATED 04/03/2024 WRITTEN TO 14317 CAPITAL ONE for the amount of							933.92
01001	00122606230	TRAINING	VR 24040301-049	03/21/2024	-	MEAL REIMBURSEMENT	12.00
CHECK TOTAL FOR CHECK NUMBER 220462 DATED 04/03/2024 WRITTEN TO 14774 CHAD CARLSON for the amount of							12.00
01110	11022986599	OTHER SUPPLIES	VR 24040301-050	03/13/2024	-	6163	142.81
CHECK TOTAL FOR CHECK NUMBER 220463 DATED 04/03/2024 WRITTEN TO 16300 CENTRAL IOWA FASTENERS for the amount of							142.81
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-004	03/29/2024	-	WITHHOLDING	322.25
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-008	03/29/2024	-	WITHHOLDING	180.07
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-007	03/29/2024	-	WITHHOLDING	110.76
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-001	03/29/2024	-	WITHHOLDING	336.93
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-005	03/29/2024	-	WITHHOLDING	22.74
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-010	03/29/2024	-	WITHHOLDING	5.53
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-006	03/29/2024	-	WITHHOLDING	146.30
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-002	03/29/2024	-	WITHHOLDING	244.27
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-003	03/29/2024	-	WITHHOLDING	181.38
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-009	03/29/2024	-	WITHHOLDING	55.69
01820	8202132	CHILD SUPPORT PAYABLE	VR 24040303-011	03/29/2024	-	WITHHOLDING	373.05
CHECK TOTAL FOR CHECK NUMBER 220464 DATED 04/03/2024 WRITTEN TO 18980 CHILD SUPPORT SERVICES for the amount of							1978.97
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040302-013	03/11/2024	-	33	90.00
CHECK TOTAL FOR CHECK NUMBER 220465 DATED 04/03/2024 WRITTEN TO 24330 DERANS TOWING SERVICE for the amount of							90.00
01309	30977286490	OTHER PROF SERV	VR 24040302-014	03/25/2024	-	POND FILLING	3800.00
CHECK TOTAL FOR CHECK NUMBER 220466 DATED 04/03/2024 WRITTEN TO 25394 DRISH CONSTRUCTION, INC. for the amount of							3800.00
01610	61088156430	SLUDGE HAULING	VR 24040302-015	03/21/2024	-	SLUDGE HAULING	12936.00
CHECK TOTAL FOR CHECK NUMBER 220467 DATED 04/03/2024 WRITTEN TO 26640 ECOSYSTEMS INC for the amount of							12936.00
01301	30177536407	ENGINEERING	VR 24040302-016	03/19/2024	-	MILNER ST 20073	5002.25
CHECK TOTAL FOR CHECK NUMBER 220468 DATED 04/03/2024 WRITTEN TO 31797 GARDEN & ASSOCIATES LTD for the amount of							5002.25
01167	16711536727	OTHER CAPITAL EQUIP	VR 24040302-017	03/27/2024	-	ASHLEY 6570-729	3000.00
CHECK TOTAL FOR CHECK NUMBER 220469 DATED 04/03/2024 WRITTEN TO 32754 GILWORTH FURNITURE for the amount of							3000.00
01001	00155406407	ENGINEERING	VR 24040302-021	03/29/2024	-	RIVERFRONT PROJECT	6250.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220470 DATED 04/03/2024 WRITTEN TO 33648 GREATER OTTUMWA PARTNERS for the amount of							6250.00
01303	30377826799	CAPITAL IMPROVEMENTS	VR 24040302-018	03/24/2024	-	PROJECT 1005	2950.00
CHECK TOTAL FOR CHECK NUMBER 220471 DATED 04/03/2024 WRITTEN TO 34489 HADEL IFES, LLC for the amount of							2950.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040302-019	02/05/2024	-	CUST 01850	-40.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040302-020	03/06/2024	-	CUST 01850	570.60
CHECK TOTAL FOR CHECK NUMBER 220472 DATED 04/03/2024 WRITTEN TO 34659 HAINES AUTO SUPPLY, INC. for the amount of							530.60
01001	00111106411	LEGAL FEES	VR 24040302-022	03/13/2024	-	ATTORNEY FEE	5886.20
CHECK TOTAL FOR CHECK NUMBER 220473 DATED 04/03/2024 WRITTEN TO 38195 HOPKINS & HUBBNER PC for the amount of							5886.20
01861	86166706154	HEALTH CLAIMS	VR 24040302-023	03/13/2024	-	321575-001	23999.91
CHECK TOTAL FOR CHECK NUMBER 220474 DATED 04/03/2024 WRITTEN TO 39185 HUMANA INSURANCE CO for the amount of							23999.91
01001	00111506533	EMS SUPPLIES	VR 24040302-025	02/20/2024	-	96889	16.43
01175	17511176507	OPERATING SUPPLIES	VR 24040302-024	02/20/2024	-	272546	385.20
CHECK TOTAL FOR CHECK NUMBER 220475 DATED 04/03/2024 WRITTEN TO 39438 HY-VEE ACCOUNTS RECEIVABL for the amount of							401.63
01130	13011246163	IMWCA 411 TPA FEES	VR 24040302-026	03/13/2024	-	OTTPA001	86.00
01130	13011246164	POLICE W/C 411 CLAIMS	VR 24040302-027	03/13/2024	-	OTTPA001	142.22
01130	13011546163	IMWCA 411 TPA FEES	VR 24040302-028	03/13/2024	-	OTTPA001	172.00
01130	13011546165	FIRE W/C 411 CLAIMS	VR 24040302-029	03/13/2024	-	OTTPA001	4157.16
CHECK TOTAL FOR CHECK NUMBER 220476 DATED 04/03/2024 WRITTEN TO 41505A IMWCA for the amount of							4557.38
01110	11022426230	TRAINING	VR 24040304-001	03/22/2024	-	125469	80.00
CHECK TOTAL FOR CHECK NUMBER 220477 DATED 04/03/2024 WRITTEN TO 41515 IMSA for the amount of							80.00
01131	13122806310	BLDG MAINT & REPAIR	VR 24040302-030	03/20/2024	-	AIRPORT	42.00
01670	67088406310	BUILDING MAINT REPAIR	VR 24040304-002	03/26/2024	-	LANDFILL	30.00
CHECK TOTAL FOR CHECK NUMBER 220478 DATED 04/03/2024 WRITTEN TO 41920A INDUSTRIAL CHEMICAL for the amount of							72.00
01133	13344106499	CONTRACTUAL SERVICES	VR 24040302-031	03/18/2024	-	100-1534849-000	1009.76
CHECK TOTAL FOR CHECK NUMBER 220479 DATED 04/03/2024 WRITTEN TO 42090 INFOMAX OFF SYSTEMS INC for the amount of							1009.76
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-038	03/08/2024	-	20U2012	256.51
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-039	03/08/2024	-	20U2012	40.17
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-037	03/11/2024	-	20U2012	342.28
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-035	03/12/2024	-	20U2012	101.64
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-036	03/13/2024	-	20U2012	124.83
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-032	03/14/2024	-	20U2012	87.16

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01173	17344136525	LIBRARY MAT-GRUBB ESTATE	VR 24040302-033	03/19/2024	-	20U2012	371.03
01173	17344136501	LIBRARY MATERIALS	VR 24040302-034	03/19/2024	-	20U2012	7.79
CHECK TOTAL FOR CHECK NUMBER 220480 DATED 04/03/2024 WRITTEN TO 42160 INGRAM LIBRARY SERVICES for the amount of							1331.41
01129	12966606210	DUES & MEMBERSHIPS	VR 24040302-040	03/21/2024	-	2024/25 DUES	500.00
CHECK TOTAL FOR CHECK NUMBER 220481 DATED 04/03/2024 WRITTEN TO 43290 IAMU for the amount of							500.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040302-041	03/01/2024	-	SI 598273	206.40
01110	11022406531	STREET MAINT SUPPLIES	VR 24040302-042	03/01/2024	-	SI 597966	2242.50
CHECK TOTAL FOR CHECK NUMBER 220482 DATED 04/03/2024 WRITTEN TO 43506 IOWA DEPT TRANSPORTATION for the amount of							2448.90
01001	00144456424	PERMITS	VR 24040302-043	03/23/2024	-	POOL PERMIT	70.00
CHECK TOTAL FOR CHECK NUMBER 220483 DATED 04/03/2024 WRITTEN TO 43529A IA DEPT OF PUBLIC HEALTH for the amount of							70.00
01001	00111106490	OTHER PROF SERV	VR 24040302-044	03/08/2024	-	OTTUMPD	400.00
CHECK TOTAL FOR CHECK NUMBER 220484 DATED 04/03/2024 WRITTEN TO 43880A IA LAW ENFORCEMENT ACADEMfor the amount of							400.00
01001	00122606490	OTHER PROF SERV	VR 24040302-045	03/19/2024	-	270	316.90
CHECK TOTAL FOR CHECK NUMBER 220485 DATED 04/03/2024 WRITTEN TO 43999 IOWA ONE CALL for the amount of							316.90
01001	00144306507	OPERATING SUPPLIES	VR 24040302-046	03/22/2024	-	PAINT	361.00
CHECK TOTAL FOR CHECK NUMBER 220486 DATED 04/03/2024 WRITTEN TO 44069 IOWA SPORTS SUPPLY CO. for the amount of							361.00
01001	00133416499	CONTRACTUAL SERVICES	VR 24040302-048	03/15/2024	-	ABATING NUISANCES	998.87
01001	00133416499	CONTRACTUAL SERVICES	VR 24040302-049	03/15/2024	-	ABATING NUISANCES	1708.22
01001	00133416499	CONTRACTUAL SERVICES	VR 24040302-047	03/15/2024	-	ABATING NUISANCES	1040.00
CHECK TOTAL FOR CHECK NUMBER 220487 DATED 04/03/2024 WRITTEN TO 45057 J & J MOWING for the amount of							3747.09
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24040303-018	03/07/2024	-	NORTH FIRE	856.44
CHECK TOTAL FOR CHECK NUMBER 220488 DATED 04/03/2024 WRITTEN TO 49206 KLODT DOOR SERVICE LLC for the amount of							856.44
01001	00166256499	CONTRACTUAL SERVICES	VR 24040303-017	03/11/2024	-	6092484	522.50
01001	00166256499	CONTRACTUAL SERVICES	VR 24040303-016	03/11/2024	-	6092484	5983.73
CHECK TOTAL FOR CHECK NUMBER 220489 DATED 04/03/2024 WRITTEN TO 49804D URG KRONOS SYSTEMS, LLC for the amount of							6506.23
01177	17755706499	CONTRACTUAL SERVICES	VR 24040303-019	03/12/2024	-	HISTORIC PRES PLAN	6232.20
CHECK TOTAL FOR CHECK NUMBER 220490 DATED 04/03/2024 WRITTEN TO 50479 THE LAKOTA GROUP, INC for the amount of							6232.20
01110	11022976727	OTHER CAPITAL EQUIPMENT	VR 24040303-026	03/06/2024	-	77041	4045.70
01110	11022106531	STREET MAINT SUPPLIES	VR 24040303-023	03/08/2024	-	77041	2333.93

BATCH NUMBER CHKX

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01110	11022106531	STREET MAINT SUPPLIES	VR 24040303-025	03/12/2024	-	77041	1537.13
01110	11022106531	STREET MAINT SUPPLIES	VR 24040303-022	03/13/2024	-	77041	1485.89
01610	61088176531	STREET MAINT SUPPLIES	VR 24040303-024	03/14/2024	-	77041	673.85
01610	61088176531	STREET MAINT SUPPLIES	VR 24040303-020	03/20/2024	-	77041	292.95
01610	61088176531	STREET MAINT SUPPLIES	VR 24040303-021	03/22/2024	-	77041	1105.49
CHECK TOTAL FOR CHECK NUMBER 220491 DATED 04/03/2024 WRITTEN TO 54390 MANATT'S INC for the amount of							11474.94
01001	00144306496	REFUNDS	VR 24040303-027	03/18/2024	-	CANCELLATION	100.00
CHECK TOTAL FOR CHECK NUMBER 220492 DATED 04/03/2024 WRITTEN TO 54401 VANESSA MANLEY for the amount of							100.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040303-028	03/20/2024	-	HHR	104.00
CHECK TOTAL FOR CHECK NUMBER 220493 DATED 04/03/2024 WRITTEN TO 59301 MIDWEST AUTO GLASS & TIREfor the amount of							104.00
01820	8202130	ICMA DEF COMP PAYABLE	VR 24040303-012	03/29/2024	-	457 EMPLOYEE CONTRIBUTI	1285.38
CHECK TOTAL FOR CHECK NUMBER 220494 DATED 04/03/2024 WRITTEN TO 60299 MISSIONSQUARE for the amount of							1285.38
01610	61088156507	OPERATING SUPPLIES	VR 24040303-029	03/05/2024	-	87937601	134.13
CHECK TOTAL FOR CHECK NUMBER 220495 DATED 04/03/2024 WRITTEN TO 61785 MOTION INDUSTRIES for the amount of							134.13
01610	61088176331	VHCL MTCE SUPPLIES	VR 24040303-031	03/13/2024	-	OTTAWAPW	965.54
01610	61088176331	VHCL MTCE SUPPLIES	VR 24040303-030	03/13/2024	-	OTTAWAPW	2786.40
CHECK TOTAL FOR CHECK NUMBER 220496 DATED 04/03/2024 WRITTEN TO 62580 MUNICIPAL PIPE TOOL CO LLfor the amount of							3751.94
01610	61088156399	OTHER MAINT & REPAIR	VR 24040303-032	03/26/2024	-	10-OTTUMW	803.00
CHECK TOTAL FOR CHECK NUMBER 220497 DATED 04/03/2024 WRITTEN TO 62600 MUNICIPAL SUPPLY INC for the amount of							803.00
01673	67388436320	GROUNDS MAINT & REPAIR	VR 24040303-033	03/18/2024	-	4784484	227.51
CHECK TOTAL FOR CHECK NUMBER 220498 DATED 04/03/2024 WRITTEN TO 66077 NORTHERN SAFETY COMPANY for the amount of							227.51
01673	67388436498	MISC CONTRACT WORK	VR 24040303-034	03/18/2024	-	ANIMAL REMOVAL	125.00
CHECK TOTAL FOR CHECK NUMBER 220499 DATED 04/03/2024 WRITTEN TO 67616 OTT PREDATOR CONTROL for the amount of							125.00
01151	15155306498	REIMBURSEMENT	VR 24040304-005	03/20/2024	-	DUPLEX 1&3 WEAVER	20000.00
CHECK TOTAL FOR CHECK NUMBER 220500 DATED 04/03/2024 WRITTEN TO 69439 P&M MOWING, LLC for the amount of							20000.00
01001	00144306496	REFUNDS	VR 24040303-035	03/18/2024	-	CANCELLATION	65.00
CHECK TOTAL FOR CHECK NUMBER 220501 DATED 04/03/2024 WRITTEN TO 71937 KATELYNN PICKRELL for the amount of							65.00
01001	00166206240	TRAVEL & CONFERENCE	VR 24040303-036	02/26/2024	-	REMINBURSEMENT	189.56



BATCH NUMBER CHKX

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CHECK TOTAL FOR CHECK NUMBER 220502 DATED 04/03/2024 WRITTEN TO 76296 CHRISTINA REINHARD for the amount of							189.56
01151	15144326499	CONTRACTUAL SERVICES	VR 24040304-003	03/26/2024	-	CITY HALL RENOVATION	53466.00
CHECK TOTAL FOR CHECK NUMBER 220503 DATED 04/03/2024 WRITTEN TO 77203 RG CONSTRUCTION, LLC for the amount of							53466.00
01131	13122806320	GROUNDS MAINT & REPAIR	VR 24040303-037	03/22/2024	-	COO	95.97
CHECK TOTAL FOR CHECK NUMBER 220504 DATED 04/03/2024 WRITTEN TO 78279 S & L ALL SEASON for the amount of							95.97
01670	67088406407	ENGINEERING	VR 24040303-038	02/29/2024	-	PROJECT 27223158.24	369.00
01670	67088406407	ENGINEERING	VR 24040303-039	02/29/2024	-	PROJECT 27223551.00	2762.50
CHECK TOTAL FOR CHECK NUMBER 220505 DATED 04/03/2024 WRITTEN TO 78293 SCS ENGINEERS for the amount of							3131.50
01001	00111506532	SUSTENANCE SUPPLIES	VR 24040303-042	03/14/2024	-	SO-21358	6726.00
01001	00111506532	SUSTENANCE SUPPLIES	VR 24040303-043	03/19/2024	-	SO-21682	3368.00
01001	00111506350	EQUIP REPAIR	VR 24040303-044	03/19/2024	-	MAKO REPAIR	315.96
01001	00111506350	EQUIP REPAIR	VR 24040303-041	03/19/2024	-	ANNUAL SERVICE & MAKO	2684.52
01137	13711556504	TOOLS & SMALL EQUIP	VR 24040303-040	03/19/2024	-	ANNUAL SERVICE	906.25
CHECK TOTAL FOR CHECK NUMBER 220506 DATED 04/03/2024 WRITTEN TO 78718 SANDRY FIRE SUPPLY LLC for the amount of							14000.73
01151	15133426497	REIMBURSEMENT	VR 24040304-004	03/19/2024	-	204 WOODLAND	11534.60
CHECK TOTAL FOR CHECK NUMBER 220507 DATED 04/03/2024 WRITTEN TO 79156 EH SAY for the amount of							11534.60
01133	13344106310	BUILDING MAINT REPAIR	VR 24040303-045	03/01/2024	-	1003269	240.70
CHECK TOTAL FOR CHECK NUMBER 220508 DATED 04/03/2024 WRITTEN TO 79358 SCHUMACHER ELEVATOR CO for the amount of							240.70
01133	13344106499	CONTRACTUAL SERVICES	VR 24040303-046	03/12/2024	-	SCI ADVENTURE PASS	250.00
CHECK TOTAL FOR CHECK NUMBER 220509 DATED 04/03/2024 WRITTEN TO 79707 SCIENCE CENTER OF IOWA for the amount of							250.00
01301	30177436407	ENGINEERING	VR 24040303-047	03/15/2024	-	QUINCY ROUNDABOUT	4425.30
CHECK TOTAL FOR CHECK NUMBER 220510 DATED 04/03/2024 WRITTEN TO 81372 SHIVE-HATTERY ENGINEERS for the amount of							4425.30
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040303-048	02/29/2024	-	5022290	448.22
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040303-049	03/07/2024	-	5022290	-299.20
CHECK TOTAL FOR CHECK NUMBER 220511 DATED 04/03/2024 WRITTEN TO 82135 SINCLAIR TRACTOR for the amount of							149.02
01110	11022986532	SUSTENANCE SUPPLIES	VR 24040303-050	03/26/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220512 DATED 04/03/2024 WRITTEN TO 82249 JEFF SLY for the amount of							180.00
01670	67088406490	OTHER PROF SERV	VR 24040304-009	01/02/2024	-	03-0077	242.88
01610	61088156410	CONTRACT EMPLOYEES	VR 24040304-006	03/18/2024	-	03-0077	662.40

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01670	67088406490	OTHER PROF SERV	VR 24040304-012	03/18/2024	-	03-0077	607.21
01673	67388436490	OTHER PROF SERV	VR 24040304-011	03/18/2024	-	03-0077	1916.50
01001	00144306410	CONTRACT EMPLOYEES	VR 24040304-010	03/25/2024	-	03-0077	276.00
01610	61088156410	CONTRACT EMPLOYEES	VR 24040304-007	03/25/2024	-	03-0077	414.00
01670	67088406490	OTHER PROF SERV	VR 24040304-008	03/25/2024	-	03-0077	952.55
CHECK TOTAL FOR CHECK NUMBER 220513 DATED 04/03/2024 WRITTEN TO 86970 SUPREME STAFFING INC for the amount of							5071.54
01001	00144306507	OPERATING SUPPLIES	VR 24040304-013	03/19/2024	-	TROUT DERBY	22.00
CHECK TOTAL FOR CHECK NUMBER 220514 DATED 04/03/2024 WRITTEN TO 88697 THUMBS UP GIFTS & AWARDS for the amount of							22.00
01670	67088406504	TOOLS & SMALL EQUIP	VR 24040302-050	02/21/2024	-	2036142	53.20
CHECK TOTAL FOR CHECK NUMBER 220515 DATED 04/03/2024 WRITTEN TO 88858 TIFCO INDUSTRIES for the amount of							53.20
01151	15133426499	CONTRACTUAL SERVICES	VR 24040304-016	03/12/2024	-	932 W THRID	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24040304-015	03/14/2024	-	538 SUMMIT	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24040304-014	02/28/2024	-	2721 BRANHAM	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24040304-018	02/15/2024	-	606 SPRING	175.00
01151	15133426499	CONTRACTUAL SERVICES	VR 24040304-017	02/15/2024	-	506 CLINTON	175.00
CHECK TOTAL FOR CHECK NUMBER 220516 DATED 04/03/2024 WRITTEN TO 89855 TRUITT ABSTRACT COMPANY for the amount of							875.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040304-020	03/13/2024	-	18600	1.39
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040304-019	03/25/2024	-	18600	299.05
CHECK TOTAL FOR CHECK NUMBER 220517 DATED 04/03/2024 WRITTEN TO 92640 VAUGHN AUTOMOTIVE for the amount of							300.44
01315	31577726499	CONTRACTUAL	VR 24040304-022	03/22/2024	-	BLAKES BRANCH	29566.55
01315	31577726499	CONTRACTUAL	VR 24040304-021	03/22/2024	-	BLAKES BRANCH	10335.54
01315	31577726499	CONTRACTUAL	VR 24040304-023	03/22/2024	-	BLAKES BRANCH	372.71
CHECK TOTAL FOR CHECK NUMBER 220518 DATED 04/03/2024 WRITTEN TO 92648 VEENSTRA & KIMM INC for the amount of							40274.80
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040304-024	03/15/2024	-	OTTUM002	218.40
CHECK TOTAL FOR CHECK NUMBER 220519 DATED 04/03/2024 WRITTEN TO 92681A VERMEER IOWA & N MISSOURI for the amount of							218.40
01610	61088156512	LAB SUPPLIES	VR 24040304-025	03/25/2024	-	958610	417.50
CHECK TOTAL FOR CHECK NUMBER 220520 DATED 04/03/2024 WRITTEN TO 92698 VETTER'S INC-CULLIGAN WAT for the amount of							417.50
01820	8202133	UNITED WAY DED PAYABLE	VR 24040303-013	03/29/2024	-	EMPLOYEE CONTRIBUTION	15.00
CHECK TOTAL FOR CHECK NUMBER 220521 DATED 04/03/2024 WRITTEN TO 95000 WAPELLO COUNTY UNITED WAY for the amount of							15.00
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040304-026	03/14/2024	-	#217	40.00
01001	00111106331	VHCL MTCE SUPPLIES	VR 24040304-028	03/20/2024	-	#443	557.48
01110	11022986331	VHCL MTCE SUPPLIES	VR 24040304-027	03/25/2024	-	#407	552.00

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
CHECK TOTAL FOR CHECK NUMBER 220522 DATED 04/03/2024 WRITTEN TO 95368 WAYNE'S TIRE for the amount of							1149.48
01001	00122606532	SUSTENANCE SUPPLIES	VR 24040304-029	03/13/2024	-	CLOTHING REIMBURSEMENT	51.33
CHECK TOTAL FOR CHECK NUMBER 220523 DATED 04/03/2024 WRITTEN TO 97100 LUKE WIMSATT for the amount of							51.33
01001	00111506504	TOOLS & SMALL EQUIP	VR 24040304-030	03/15/2024	-	OTTUMWA FIRE	80.00
CHECK TOTAL FOR CHECK NUMBER 220524 DATED 04/03/2024 WRITTEN TO 97320 WINGER COMPANIES for the amount of							80.00
01001	00111506320	GROUNDS MAINT & REPAIR	VR 24040304-031	03/11/2024	-	0980241157	470.80
CHECK TOTAL FOR CHECK NUMBER 220525 DATED 04/03/2024 WRITTEN TO 97321 WINGER SERVICE for the amount of							470.80
01670	67088406531	STREET MAINT SUPPLIES	VR 24040304-033	05/13/2023	-	TK 128990	8140.16
01110	11022106531	STREET MAINT SUPPLIES	VR 24040304-032	10/08/2023	-	TK 2105807	183.56
CHECK TOTAL FOR CHECK NUMBER 220526 DATED 04/03/2024 WRITTEN TO 97334 WINN CORP for the amount of							8323.72
01610	61088156532	SUSTENANCE SUPPLIES	VR 24040304-034	03/15/2024	-	BOOT ALLOWANCE	180.00
CHECK TOTAL FOR CHECK NUMBER 220527 DATED 04/03/2024 WRITTEN TO 98527 JONATHAN YOUNG for the amount of							180.00
01 Bank Code TOTALS for 00081 Checks to 00081 Vendors for the amount of							414497.26
REPORT TOTALS for 00081 Checks to 00081 Vendors for the amount of							414497.26

REPORT DATE 03/28/2024  
SYSTEM DATE 03/28/2024  
FILES ID 0

CITY OF OTTUMWA  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 10  
TIME 11:08:11  
USER MITCHELLK

BATCH NUMBER CHKX

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



April 2, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

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

Recommend re-appointment to the Civil Service Commission, term to expire 04/05/2028.

Ann Youngman  
2641 Clearview



**PROCLAMATION  
Child Abuse Prevention Month  
April 2024**

- WHEREAS, Children are key to the state’s future success, prosperity and quality of life, and while children are our most valuable resource, they are also our most vulnerable; and
- WHEREAS, Children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and
- WHEREAS, Child abuse and neglect can be prevented by supporting and strengthening IOWA families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and
- WHEREAS, We must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and
- WHEREAS, By providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that IOWA’s children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation.

**NOW, THEREFORE, I, RICHARD W. JOHNSON, Mayor,** City of Ottumwa, proclaim the month of April 2024, as Child Abuse Prevention Month in Ottumwa, Iowa. I urge all citizens, community agencies, religious organizations, medical facilities, and businesses to partner in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.

---

Richard W. Johnson, Mayor

**received**  
3-26-24 9:00

Review

**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 2, 2024

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

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

AGENDA TITLE: Lease Agreement for the Southeast Iowa Community Soccer League

\*\*\*\*\*

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

RECOMMENDATION: Approve the Revised Lease Agreement for the Southeast Iowa Community Soccer League and authorize the Mayor to Sign.

DISCUSSION: Construction has started on the Legacy Fields soccer complex. Because of this, the Southeast Iowa Community Soccer League needs to find a new place to play. Andy Maw and I met with soccer officials in November and gave them 3 options. They have decided on Union Park. I contacted Jason Abernathy from Midwest Little League and said that the soccer league can use the Midwest Little League parking lot on Sundays. There will be a few cars parking on the grass. Their first day of play will be Sunday, April 14. The revised lease agreement is attached.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 8th day of April, 2024, by and between the City of Ottumwa, Iowa, hereinafter called LESSOR, whose address for the purpose of this Lease is 105 East Third, Ottumwa, Iowa 52501, and the Southeast Iowa Community Soccer League hereinafter called LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR Union Park for soccer matches on Sundays.
2. Said Lease shall begin on the 8<sup>th</sup> day of April, 2024, and continue until the 31<sup>st</sup> day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 per year.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.
7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.



8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed when the property is being used for soccer games. Vendors and Southeast Iowa Community Soccer League must have proper City of Ottumwa permits and licenses, including a food license and a transient merchant permit.

10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: \_\_\_\_\_  
Richard W. Johnson, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
LESSEE

DATE: \_\_\_\_\_

City of Ottumwa  
City Hall  
210 West Main Street  
Ottumwa, Iowa 52501

Southeast Iowa Community Soccer League  
Blas Turrado Oliva  
532 Hamilton  
Ottumwa, IA 52501  
641-799-4351

## Gene Rathje

---

**From:** Jason Abernathy <jasonabernathy07@yahoo.com>  
**Sent:** Friday, March 15, 2024 12:36 PM  
**To:** Gene Rathje  
**Subject:** Fwd: Midwest fields parking

Jason

Begin forwarded message:

**From:** Jason Abernathy <jasonabernathy07@yahoo.com>  
**Date:** March 15, 2024 at 11:00:45 AM CDT  
**To:** rathjeg@ci.ottumwa.is.us  
**Subject:** Midwest fields parking

The Ottumwa Little League is okay with the adult soccer club to park in the areas it needs to on Sunday's at the Midwest Little League fields. Please have them avoid parking on the grass if it is wet.

Jason Abernathy

**received**  
3.28.24 8AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 2, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

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

AGENDA TITLE: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.  
between the City of Ottumwa and Wapello County

\*\*\*\*\*

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

RECOMMENDATION: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.  
between the City of Ottumwa and Wapello County in order to  
update the 28E Agreement between the entities.

DISCUSSION: The Solid Waste Commission comprised of the elected officials for both  
the City of Ottumwa and Wapello County has been operating under a 28E  
agreement to manage the landfill. This arrangement has worked well over  
this period; however, there are some areas of the document which could  
be updated or clarified. The Commission was in agreement. Since both  
entities use or have used the same attorney, the attached Conflict Of  
Interest waiver has been submitted for Ahlers and Cooney to proceed with  
assisting the two entities with the draft update.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
[www.ahlerslaw.com](http://www.ahlerslaw.com)  
Kristine Stone  
515.246.0314  
[kstone@ahlerslaw.com](mailto:kstone@ahlerslaw.com)

March 21, 2024

Philip Rath  
City Administrator  
105 East 3<sup>rd</sup> St.  
Ottumwa, IA 52501

Brian Morgan, Chair  
Wapello County  
215 N. Court St.  
Ottumwa, IA 52501

RE: 28E agreement for solid waste commission

Dear Mr. Rath and Mr. Morgan:

This waiver letter confirms that our Firm has been asked to represent the City of Ottumwa and Wapello County with respect to the preparation of an amended and restated 28E Agreement (the "Agreement") between the City and County for the operation and maintenance of the landfill.

As you know, our Firm has existing client relationships with the City of Ottumwa and Wapello County. Given the proposed concurrent representation of the parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City of Ottumwa and Wapello County in the limited role of memorializing the Agreement as determined by the Parties. The City of Ottumwa and Wapello County must determine the terms to include in the Agreement (between you) and then provide such terms to us to include in the Agreement. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the Agreement, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the Agreement you reach on an amicable and mutually advantageous basis.

In the event there are actual disagreements between the parties, we will decline to advise either party with respect to such issue. Should an issue arise for which the parties cannot reach agreement on your own, we would need to withdraw from further representation of both parties

March 21, 2024

Page 2

with respect to the preparation of the Agreement. Such withdrawal would not, however, impact our on-going representation of the City of Ottumwa or Wapello County on all other matters.


In the course of the joint representation, we will not have communications with one party relevant to the Agreement that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the Agreement are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the Agreement, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the parties in this matter if both parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.

By 

Kristine Stone

March 21, 2024

Page 3

**The City Council of the City of Ottumwa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Wapello County and the City of Ottumwa regarding the preparation of an amended and restated 28E for the operation and maintenance of the landfill.**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**City Council of the City of Ottumwa:**

**By: \_\_\_\_\_  
Mayor**

March 21, 2024

Page 4

**The Board of Supervisors of Wapello County hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Wapello County and the City of Ottumwa regarding the preparation of an amended and restated 28E for the operation and maintenance of the landfill.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Board of Supervisors of Wapello County:**

By: \_\_\_\_\_  
Board Chair

received  
2-28-24 8AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 2, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

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

\*\*\*\*\*

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

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

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2024, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:





( CITY OF )  
O T T U M W A

MEMORANDUM

DATE: March 1, 2024  
TO: Building Code & Enforcement Dept.  
FROM: Sherrie Jones, City Clerk's Office  
SUBJECT: Salvage Dealer – Rosenman's Inc.

---

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

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



**SALVAGE DEALER LICENSE APPLICATION**

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

Business Title: Same

Business Address: Same

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

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

Legal description of area to be licensed:  
Attached

**Attach a plat of the proposed area to be licensed.**

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

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

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

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 27 day of February, 2024

  
\_\_\_\_\_  
Signature of Applicant

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

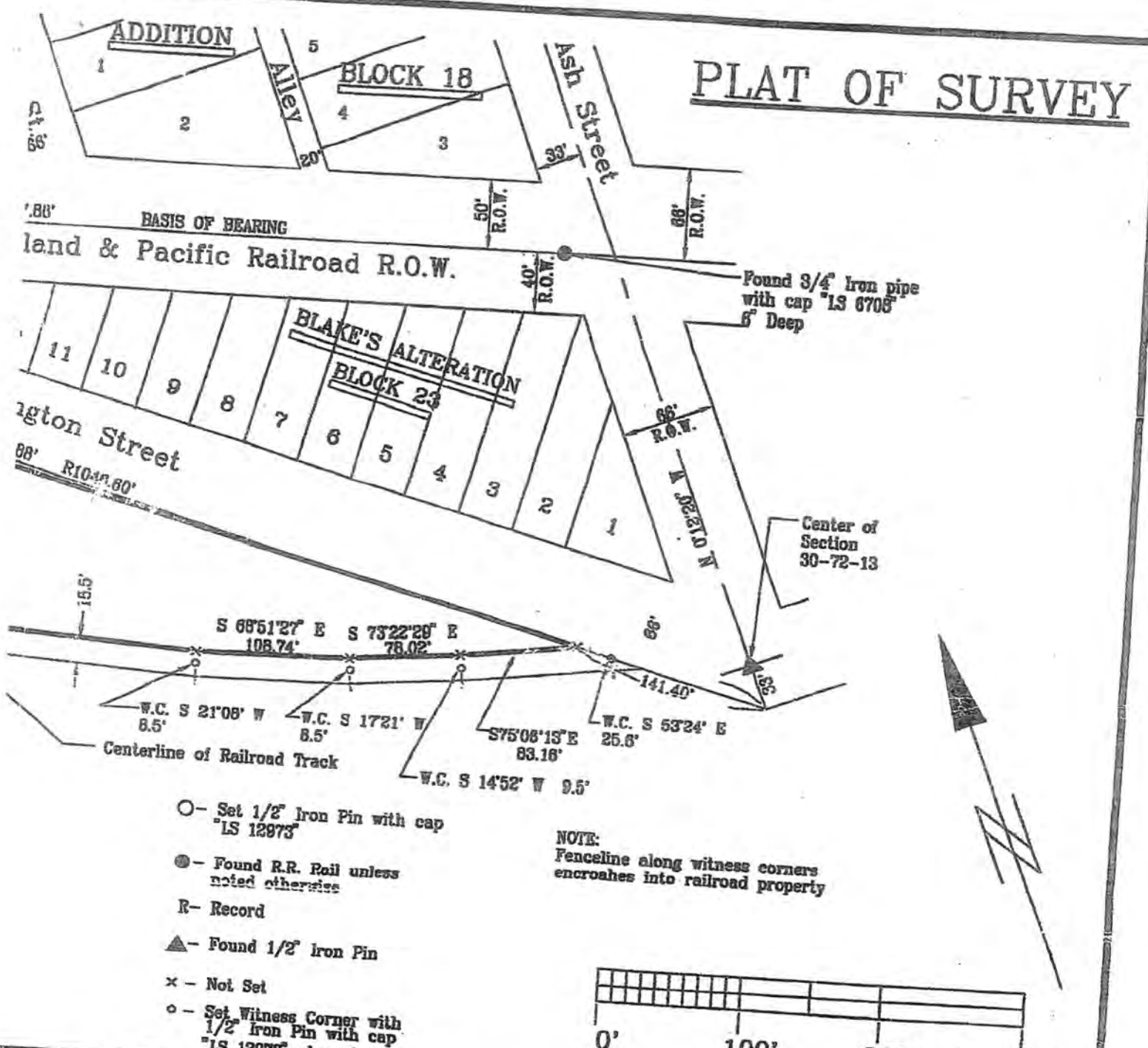
Date filed: 3/1/24

Date submitted to Council: \_\_\_\_\_

License No.: 1988

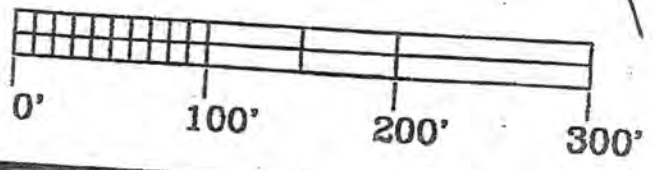
Receipt No.: 11371

# PLAT OF SURVEY



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

**NOTE:**  
Fenceline along witness corners encroaches into railroad property



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

*John Jennison*  
Date: 10/10/94

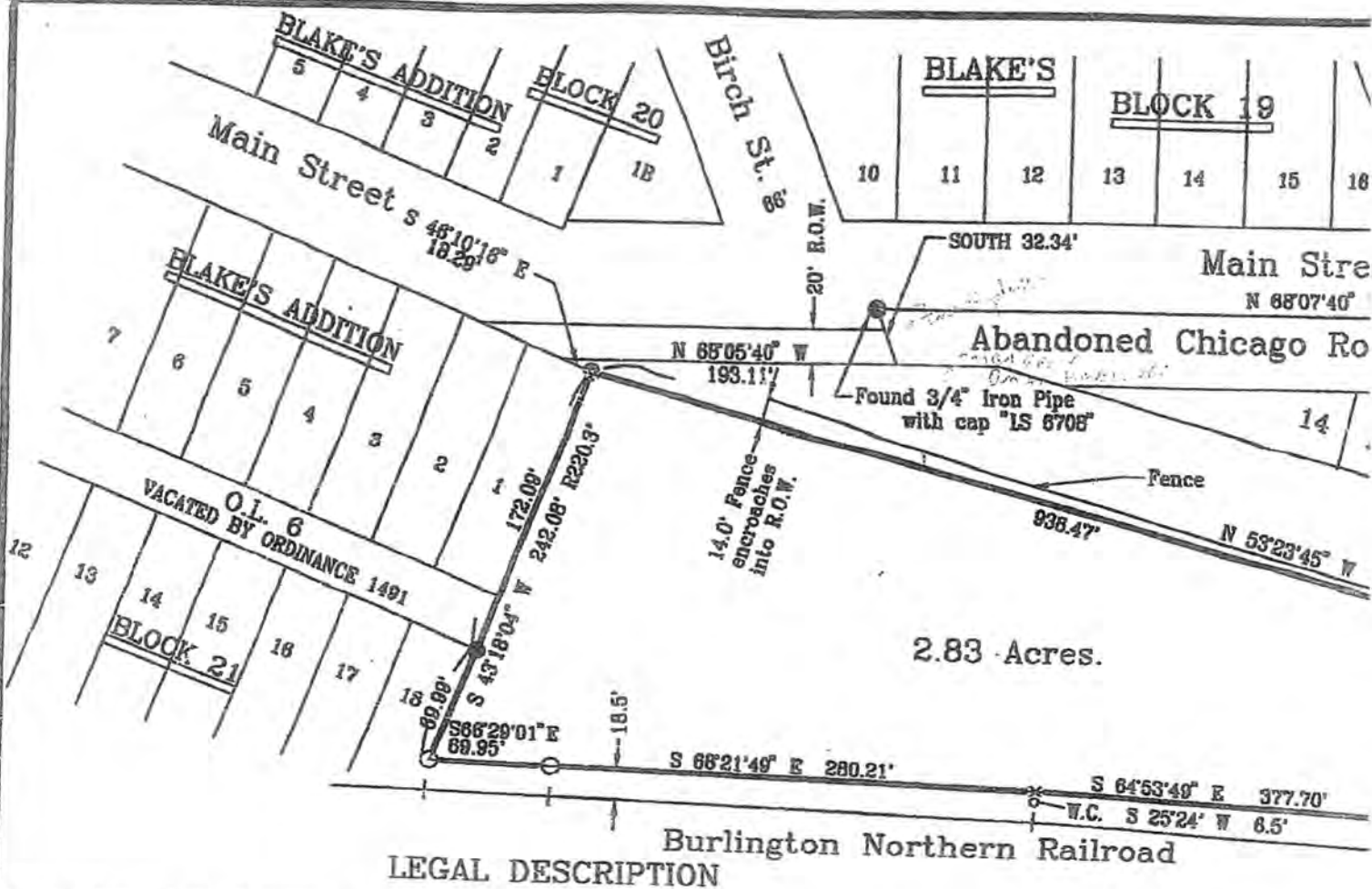
John Jennison  
Reg. No. 12973



Registration renewal date is December 31, 1995

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

**JENNISON/ GRAHAM & Associates, Inc.**  
Engineering and Surveying  
611 Church St. Phone (800)682-2910  
Ottumwa, Iowa 52501 Fax (515)683-1280



**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 72 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 30;  
 THENCE SOUTH 0°12'20" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;  
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1079.88 FEET TO EASTERLY CORNER OF BLOCK 21, BLAKE'S ADDITION, AND THE POINT OF BEGINNING;  
 THENCE SOUTH 43°18'04" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 242.08 FEET TO AN OFFSET LINE WHICH IS 18.5 FEET NORTHERLY OF BURLINGTON NORTHERN RAILROAD COMPANY'S YARD TRACK NUMBER 33 CONSTRUCTED CENTERLINE;  
 THENCE SOUTH 66°29'01" EAST, ALONG SAID OFFSET LINE, 69.95 FEET;  
 THENCE SOUTH 66°22'49" EAST, ALONG SAID OFFSET LINE, 280.21 FEET;  
 THENCE SOUTH 64°53'49" EAST, ALONG SAID OFFSET LINE, 377.70 FEET;  
 THENCE SOUTH 68°51'27" EAST, ALONG SAID OFFSET LINE, 108.74 FEET;  
 THENCE SOUTH 73°22'29" EAST, ALONG SAID OFFSET LINE, 78.02 FEET;  
 THENCE SOUTH 75°06'13" EAST, ALONG SAID OFFSET LINE, 83.16 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;  
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, 938.47 FEET TO THE POINT OF BEGINNING;  
 SAID PARCEL CONTAINS 2.83 ACRES.  
 AND SUBJECT TO ALL EXISTING INTERESTS, INCLUDING BUT NOT LIMITED TO ALL RESERVATIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD OR OTHERWISE;  
 AND ALSO, EXCEPTING AND RESERVING UNTO BURLINGTON NORTHERN RAILROAD, ITS SUCCESSORS AND ASSIGNS, ALL COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, INCLUDING SAND AND GRAVEL, UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.

# ROSENMAN'S INC.

## STEEL SERVICE CENTER

Metals - Ferrous & Non-Ferrous - Recycling  
P.O. Box 1002 Ottumwa, Iowa 52501

Phone 641-683-1871

### Contingency Plan

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

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

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



CITY OF  
OTTUMWA

**Permit #:** 1988

**Permit Type:**

**Address:** 902 E MAIN

**City:** OTTUMWA

**State:** IA

**Zip:** 52501

**Owner:** ROSENMAN'S INC

**Owner Address:** PO BOX 1002

**Owner City:** OTTUMWA

**Owner State:** IA

**Owner Zip:** 52501-0000

**Owner Phone:**

**Owner Email:**

**Receipt #:** 11371

**Date:** 03/01/2024

**Paid By:** Rosenman's Inc.

**Description:** 2024-25 Salvage Dealer

**Payment Type:** Check

**Payment Type Description:** 48859

**Accepted By:** Sherrie Jones

**Fees Paid**

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Salvage Dealer	Clerk	yearly	0.00	100.00	100.00
				<b>Total:</b>	<b>\$100.00</b>

received  
3-28-24 8AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 2, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

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

\*\*\*\*\*

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

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

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 14, 2024, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



[ CITY OF ]  
O T T U M W A

MEMORANDUM

DATE: February 13, 2024  
TO: Building & Code Enforcement  
FROM: Sherrie Jones, City Clerk's Office  
SUBJECT: Salvage Dealer – Alter Metal Recycling

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

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





CITY OF  
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

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

Business Title: Alter Metal Recycling  
Business Address: 404 North Forest

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

Type of material bought and sold or processed:  
Nonferrous and ferrous scrap metal

Legal description of area to be licensed:  
See attachment 1

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:  
Material is purchased from the public and industrial accounts we accumulate about 150 tons per day

Give a detailed description of the process and disposal methods to be used:  
Materials are packaged and shipped to consumers for recycling

List the equipment to be used, its design, capacities, and expected loads:  
Trucks, semi trailers, and material handlers. We ship material as fast as received.

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 7 day of February, 2024

  
Signature of Applicant

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

Date filed: 2/13/24 Date submitted to Council: \_\_\_\_\_  
License No.: \_\_\_\_\_ Receipt No.: 10768



# Fidelity National Title Insurance Company

SCHEDULE A - continued

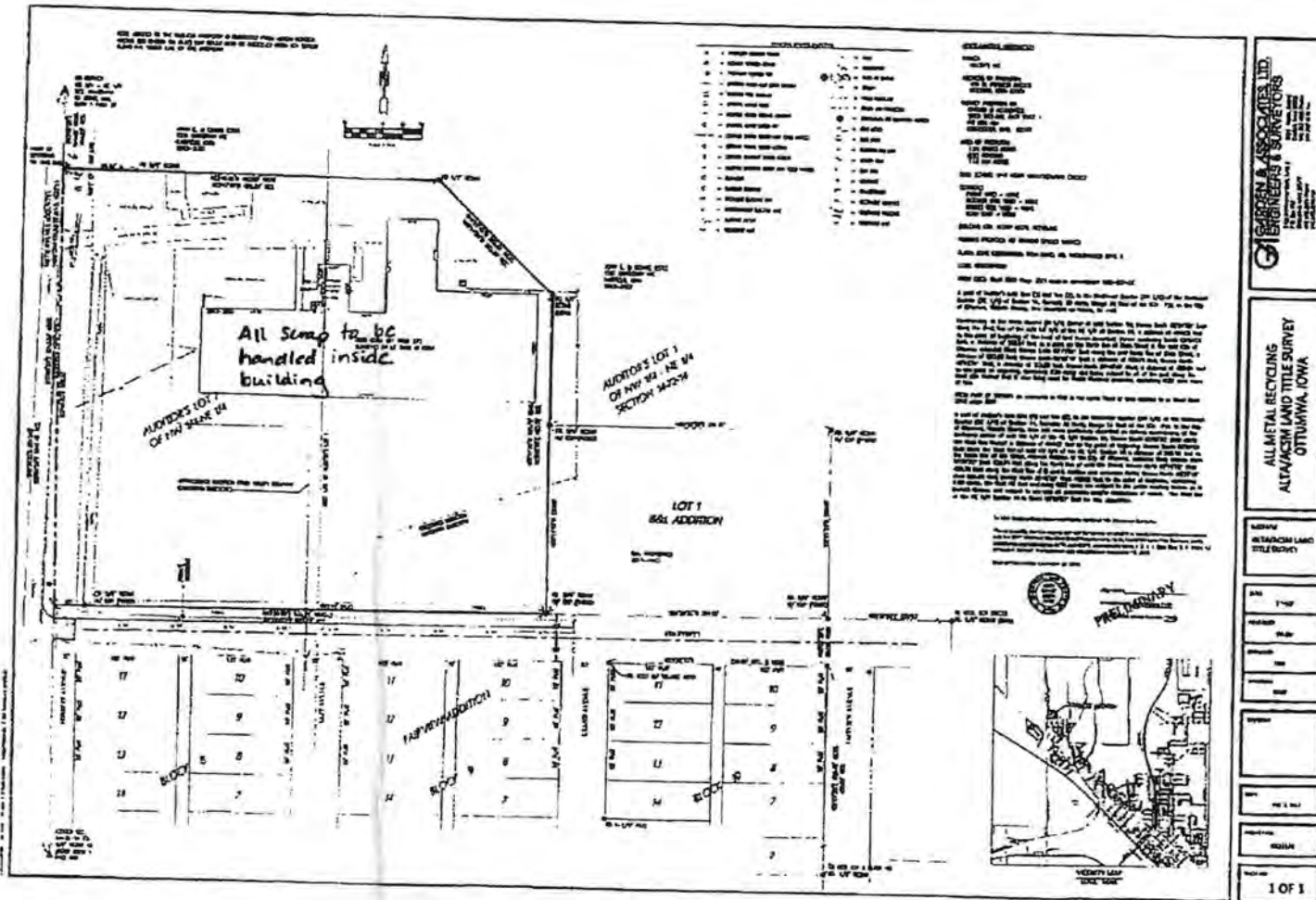
Case No. N80-589-CC

4. LEGAL DESCRIPTION

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

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

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



**GARDNER ASSOCIATES LTD.**  
**ENGINEERS & SURVEYORS**  
 1000 W. 10th St., Ottumwa, IA 52501  
 Phone: 319-246-1111  
 Fax: 319-246-1112  
 Email: gardsur@earthlink.net

**ALL METAL RECYCLING**  
**ALTA/ACR LAND TITLE SURVEY**  
**OTTUMWA, IOWA**

ALTA/ACR  
 METAL RECYCLING  
 LAND TITLE SURVEY

BLOCK	SECTION	TOWNSHIP	RANGE	MERIDIAN
7	17	22N	22W	10N
8	17	22N	22W	10N
9	17	22N	22W	10N
10	17	22N	22W	10N



## SALVAGE DEALER LICENSE CONTINGENCY PLAN

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

### Equipment Breakdowns/Maintenance Downtime

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

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

### Equipment Fires

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

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

### Disposal of Wastes

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

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

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



CITY OF  
OTTUMWA

**Permit #:** 2022

**Permit Type:**

**Address:** 404 N FORREST

**City:** OTTUMWA

**State:** IA

**Zip:** 52501-0000

**Owner:** ALTER TRADING CORPORATION

**Owner Address:** 700 OFFICE PARKWAY

**Owner City:** ST LOUIS

**Owner State:** MO

**Owner Zip:** 63141-0000

**Owner Phone:**

**Owner Email:**

**Receipt #:** 10768

**Date:** 02/13/2024

**Paid By:** Alter Metal Recycling

**Description:** 2024 Salvage Dealer

**Payment Type:** Check

**Payment Type Description:** 2449379

**Accepted By:** Sherrie Jones

**Fees Paid**

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Salvage Dealer	Clerk	yearly	0.00	100.00	100.00
				<b>Total:</b>	<b>\$100.00</b>

19642

02/08/24

Total

\$100.00

CITY OF OTTUMWA  
105 E THIRD STREET  
OTTUMWA, IA 52501

Inv. Number	Date	Description	Amount
020724	02/07/24		\$100.00



CITY OF  
OTTUMWA

9

# Invoice

FEB 2024

Date	Invoice #
2/2/2024	20221

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

~~469310~~  
VOIDED  
10768

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

P.O. No	Terms	Project
	Net 30	

Item	Description	Amount
001-000-1165 (Salv)	Salvage Dealer License - 2024-25  Please complete attached application and return with payment.  All licenses expire 3/31/2023  In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/4/24	100.00
<b>Total</b>		\$100.00



received  
3 28 24 9 05 AM

3/28/24

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 26, 2024

Planning & Development  
Department

Jake Rusch  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Salvage Dealers License for Paulos Used Cars, 430 N Forrest Avenue.

\*\*\*\*\*

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

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

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of salvage dealers in the city. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation, Based upon the last inspection conducted March 26, 2024, The staff recommends approving the license. Attached is a copy of the application

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



| CITY OF |  
O T T U M W A

MEMORANDUM

DATE: February 23, 2024  
TO: Building & Code Enforcement Dept.  
FROM: Sherrie Jones, City Clerk's Office  
SUBJECT: Salvage Dealer – Paulos Used Cars

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

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



CITY OF  
OTTUMWA

**Permit #:** 2032

**Permit Type:**

**Address:** 430 N FORREST

**City:** OTTUMWA

**State:** IA

**Zip:** 52501-0000

**Owner:** PAULOS, HARRY MASON

**Owner Address:** 430 N FORREST

**Owner City:** OTTUMWA

**Owner State:** IA

**Owner Zip:** 52501-0000

**Owner Phone:**

**Owner Email:**

**Receipt #:** 11208

**Date:** 02/26/2024

**Paid By:** Paulos Used Cars

**Description:** 2024-25 Salvage Permit

**Payment Type:** Cash

**Payment Type Description:**

**Accepted By:** Sherrie Jones

**Fees Paid**

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Salvage Dealer	Clerk	yearly	0.00	100.00	100.00
				<b>Total:</b>	<b>\$100.00</b>



CITY OF  
OTTUMWA

# Invoice

Date	Invoice #
2/2/2024	2032j

<b>Bill To</b>
Paulos Used Cars Mike Paulos 430 N. Forest Ave. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	Salvage Dealer License 2024-25  Please complete attached application and return with payment  All licenses expire 3/31/2024  In order for premises to be inspected for compliance and submitted to Council for approval, application must be filed by 3/4/24	100.00
<b>Total</b>		\$100.00



CITY OF  
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: PAULOS USED CARS  
Address of Salvage Dealer: 430 N FOREST AVE OTTUMWA IA 52501  
Telephone Number of Salvage Dealer: 641-692-4161 641-777-3996

Business Title: OWNER

Business Address: 430 FOREST AVE OTTUMWA IA 52501

Individual Responsible for Operation of said Business if other than Salvage Dealer:  
Name: HARRY PAULOS  
Address: 307 S MADISON AVE OTTUMWA IA 52501  
Telephone Number: 641 777-3996

Type of material bought and sold or processed: CARS  
RECYCLED AUTO PARTS

Legal description of area to be licensed:  
RECYCLED APTS 320'x120' SEC 11-72-14 PT SW SW SE 363'x240' SEC 11-72-14 2A  
2 ACRES NW SW SEC 11-72-14 SW COR SW SE 1/4 SEC 11 DES AS F&L LCM  
A TRACT OF LAND IN SEC 11-72-14 DES AS, PT SE SEC 11-72-14 B6 480' N OF S 114' COR  
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:  
100 + CARS YEARLY 600 LBS DAY 3000 WEEK 156,000 LBS YEAR

Give a detailed description of the process and disposal methods to be used:  
PARTS FROM CARS SENT SCRAP TO ALTER OR CERAMIC  
BEAN OIL IN WIL KREATER REUSE AND FUEL FUELE

List the equipment to be used, its design, capacities, and expected loads:  
ROLL BACK - CASE LOADER

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

SAME AS PREVIOUS YEARS

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 15 day of FEB, 2024

  
Signature of Applicant

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

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

Date submitted to Council: \_\_\_\_\_

License No.: \_\_\_\_\_

Receipt No.: \_\_\_\_\_

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

ABS FIRE EQUIPMENT MAINTAIN OUR FIRE EQUIPMENT

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

KARZ LLC  
430 FORREST AVE  
OTTUMWA IA  
52501

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## FIRE EXTINGUISHER FOR FLE

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

Mike Pawlos @ yahoo.com

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

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

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

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



received  
3-28-24 10:10A

Item No. B.-8.

3-28-24

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

Engineering Department  
Department

Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
Phillip Burgmeier  
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #75-2024. Approving the contract, bond, and certificate of insurance for the Sanitary Sewer Spot Repair 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 #75-2024.

DISCUSSION: This project is to repair open joints and failed pipe in the sanitary sewer systems located at various locations within the City of Ottumwa. This work shall consist of all equipment, labor, and material necessary to perform trenchless repairs at these locations.

These are the required bonds, certificate of insurance and signed contract with CIT Sewer Solutions of McCallsburg, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 5, 2024 City Council Meeting in the amount of \$39,196.00.

Estimated Cost: \$40,000.00

RESOLUTION #75-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SANITARY SEWER SPOT REPAIR PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to CIT Sewer Solutions of McCallsburg, Iowa in the amount of \$39,196.00 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with CIT Sewer Solutions of McCallsburg, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April, 2024.

CITY OF OTTUMWA, IOWA

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Richard W. Johnson, Mayor

ATTEST:

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Christina Reinhard, City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Erica Clifford	
Densmore Insurance Strategies, Inc.		<b>PHONE (A/C, No, Ext):</b> (515) 967-3390	<b>FAX (A/C, No):</b> (515) 468-2252
85 Paine Street SE, Ste. G		<b>E-MAIL ADDRESS:</b> erica@densmoreis.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
Boundurant	IA 50035	<b>INSURER A:</b> WESTERN NATL. MUT INS CO	<b>NAIC #</b> 15377
<b>INSURED</b>		<b>INSURER B:</b> WESTERN NATL ASSUR CO	24465
Central Iowa Televising		<b>INSURER C:</b> NAVIGATORS SPECIALTY INSURANCE CO	36056
PO Box 203		<b>INSURER D:</b>	
Mecallsburg		<b>INSURER E:</b>	
	IA 50154	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPP 1185677	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP 1182563	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 1031182	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV 1025176	05/15/2023	05/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		CH23ECPR00180NC	05/18/2023	05/18/2024	Each Incident Limit 2,000,000 Aggregate Limit 2,000,000 Deductible 2,500

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

(Electronic versions of this certificate are available with provision of your email address. Please contact us at the agency for copies and/or to notify us of any updates to your contact information.)

**CERTIFICATE HOLDER****CANCELLATION**

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

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thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original this 6th day of March, 2024.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

May Otto  
(Witness as to Principal)  
85 Paine St. SE Ste G  
Bondurant, IA 50035  
(Address)

Central Iowa Televising, LLC dba CIT Sewer Solutions  
Principal  
By: Kevin Jacobson (s)  
President

530 Dubois Ave  
McCallsburg, IA 50154  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Erica Clifford  
Witness as to Surety Erica Clifford  
85 PAINE ST SE STE G  
BONDURANT, IA, 50035  
(Address)

Merchants National Bonding, Inc.  
Surety  
By: Mark Densmore  
Attorney-in-Fact Mark Densmore  
85 PAINE ST SE STE G  
BONDURANT, IA 50035  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**SECTION 00520**  
**PAYMENT BOND**

Bond No. 100387276

KNOW ALL PERSONS BY THESE PRESENTS; that

Central Iowa Televising, LLC dba CIT Sewer Solutions

(Name of Contractor)

530 Dubois Ave, McCallsburg, IA 50154

(Address of Contractor)

a LLC hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Merchants National Bonding, Inc.

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of thirty-nine thousand one hundred ninety-six  
( \$39,196.00 ) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain  
contract with the OWNER, dated this 6th day of March, 2024, a copy of which is hereto  
attached and made a part thereof for the construction of:

Sanitary Sewer Spot Repair Project- Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations  
furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,  
and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants,  
oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection  
with the construction of such WORK, and all insurance premiums on said WORK and for all labor  
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed  
thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this

00520-1

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original this 6th day of March, 2024.

ATTEST:

Central Iowa Televising, LLC dba CIT Sewer Solutions

Principal

By: Kevin Jacobson (s)

Kevin Jacobson

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

530 Dubois Ave

McCallsburg, IA 50154

(Address)

May Otto  
(Witness as to Principal)  
85 Paine St. SE Ste G  
Bondurant, IA 50035  
(Address)

ATTEST.,

Merchants National Bonding, Inc.

Surety

By: Mark Densmore  
Attorney-in-Fact Mark Densmore

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Erica Clifford  
Witness as to Surety Erica Clifford

85 PAINE ST SE STE G

85 PAINE ST SE STE G

(Address)

BONDURANT, IA, 50035

BONDURANT, IA 50035

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

00520-2

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Mark Densmore**

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of March, 2024.



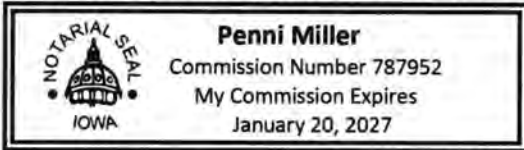
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 19th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*[Signature]*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March, 2024.



*William Warner Jr.*  
Secretary



CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

Engineering  
Department

Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #84-2024. Approving the contract, bond, and certificate of insurance for the Albia Road Quincy Avenue Roundabout 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 #84-2024.

DISCUSSION: The City of Ottumwa was awarded a Traffic Safety Improvement Program grant for the Albia-Quincy intersection because of its high crash history. The award is for \$500,000 which is the maximum amount available. The proposed roundabout will improve safety for motorist and pedestrian traffic.

These are the required bonds, certificate of insurance and signed contract with Wicks Construction, Inc. of Decorah, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 19, 2024 City Council Meeting in the amount of \$777,949.30.

Funding: \$500,000.00 TSIP grant, balance from Road Use and LOST

Estimate: \$699,000

RESOLUTION #84-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE ALBIA ROAD QUINCY AVENUE ROUNDABOUT PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Wicks Construction, Inc. of Decorah, Iowa in the amount of \$777,949.30 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

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

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **April 2, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Wicks Construction, Inc. of Decorah, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

**ARTICLE I**

**SCOPE OF WORK.** The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Albia Road Quincy Avenue Roundabout Project - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

**ARTICLE II**

**TIME OF COMPLETION.** The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in 135 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

**ARTICLE III**

**THE CONTRACT SUM.** The Owner shall pay the Contractor the sum of **\$777,949.30** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

**ARTICLE IV**

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

**ARTICLE V**

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

#### CITY OF OTTUMWA, IOWA

By \_\_\_\_\_

Title Mayor

ATTEST:

\_\_\_\_\_

Title City Clerk

Wicks Construction Inc.

Contractor

By [Signature]

Title President

Address Wicks Construction Inc.  
2201 State Hwy 9

P.O. Box 428  
City, State, Zip Decorah, IA 52101



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2024

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

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


<b>PRODUCER</b> Cottingham & Butler Aaron Krogman 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 563-587-5000      FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Wicks Construction, Inc. 2201 Hwy 9 W P.O. Box 428 Decorah IA 52101	WICCON1	INSURER A : Great American Insurance Co.      16691
		INSURER B : Arch Insurance Company      11150
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:** 1500115449      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		ZAPKG6605407	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZACAT6605607 ZAPKG6605407	11/1/2023 11/1/2023	11/1/2024 11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$ 0		TUU 0331606 11	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y      N/A	ZAWCI6605407	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The following are excluded on the Workers Compensation policy: Brad Wicks and Darcy Wicks.  
Auto Policy #ZACAT6605607= PPT/Light Autos  
Auto Policy #ZAPKG6605407 = All Other Autos  
Project: North Quincy Avenue and Albia Road Roundabout | Ottumwa, Iowa  
The certificate holder is additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

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

**SECTION 00510  
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

**Wicks Construction, Inc.**

(Name of Contractor)

**P. O. Box 428, Decorah, IA 52101-0428**

(Address of Contractor)

a **Corporation**, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

**United Fire & Casualty Company**

(Name of Surety)

**P.O. Box 73909, Cedar Rapids, IA 52407-3909**

(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

**City of Ottumwa, Iowa**

(Name of Owner)

**105 East Third Street, Ottumwa, Iowa 52501**

(Address of Owner)

**Seven Hundred Seventy Seven Thousand Nine Hundred Forty**

hereinafter called OWNER, in the penal sum of **Nine and 30/100**  
(\$ **777,949.30**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered a certain contract with the OWNER, dated this **2nd** day of **April**, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF OTTUMWA – NORTH QUINCY AVENUE AND ALBIA ROAD ROUNDABOUT**

**Ottumwa, Iowa**

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

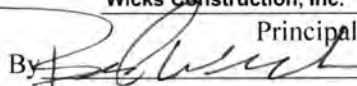
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

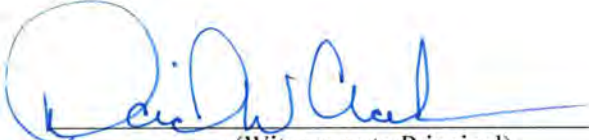
IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 2nd day of April, 2024.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

Wicks Construction, Inc.  
Principal  
By  (s)

(SEAL)

  
\_\_\_\_\_  
(Witness as to Principal)

P. O. Box 428  
\_\_\_\_\_

Decorah, IA 52101-0428  
\_\_\_\_\_  
(Address)

Wicks Construction Inc.  
2201 State Hwy 9  
(Address) P. O. Box 428  
Decorah, IA 52101

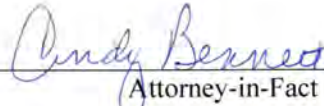
ATTEST:

  
\_\_\_\_\_  
(Surety) Secretary Sara Huston

United Fire & Casualty Company (s)  
\_\_\_\_\_  
Surety

(SEAL)

  
\_\_\_\_\_  
Witness as to Surety Kate Zanders

By   
\_\_\_\_\_  
Attorney-in-Fact Cindy Bennett

Holmes, Murphy and Associates LLC  
\_\_\_\_\_  
2727 Grand Prairie Parkway Waukee, IA 50263  
\_\_\_\_\_  
(Address)

Holmes, Murphy and Associates LLC  
\_\_\_\_\_  
2727 Grand Prairie Parkway Waukee, IA 50263  
\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**SECTION 00520  
PAYMENT BOND**

Bond No. 54259084

KNOW ALL PERSONS BY THESE PRESENTS: that

**Wicks Construction, Inc.**

(Name of Contractor)

**P. O. Box 428, Decorah, IA 52101-0428**

(Address of Contractor)

a **Corporation**, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

**United Fire & Casualty Company**

(Name of Surety)

**P.O. Box 73909, Cedar Rapids, IA 52407-3909**

(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

**City of Ottumwa, Iowa**

(Name of Owner)

**105 East Third Street, Ottumwa, Iowa 52501**

(Address of Owner)

**Seven Hundred Seventy Seven Thousand Nine Hundred Forty**

**Nine and 30/100**

hereinafter called OWNER, in the penal sum of (\$ **777,949.30**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered a certain contract with the OWNER, dated this **2nd** day of **April**, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF OTTUMWA – NORTH QUINCY AVENUE AND ALBIA ROAD ROUNDABOUT**

**Ottumwa, Iowa**

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.



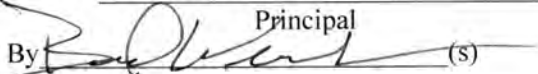
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 2nd day of April, 2024.


ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

Wicks Construction, Inc.  
Principal  
By  (s)

P. O. Box 428  
\_\_\_\_\_

Decorah, IA 52101-0428  
\_\_\_\_\_  
(Address)

(SEAL)  
  
\_\_\_\_\_  
(Witness as to Principal)  
**Wicks Construction Inc.**  
2201 State Hwy 9  
P.O. Box 428  
Decorah, IA 52101  
\_\_\_\_\_  
(Address)

ATTEST:

  
\_\_\_\_\_  
(Surety) Secretary **Sara Huston**

United Fire & Casualty Company (s)  
\_\_\_\_\_  
Surety

(SEAL)  
  
\_\_\_\_\_  
Witness as to Surety **Kate Zanders**

By   
\_\_\_\_\_  
Attorney-in-Fact **Cindy Bennett**

Holmes, Murphy and Associates LLC  
\_\_\_\_\_  
2727 Grand Prairie Parkway Waukee, IA 50263  
\_\_\_\_\_  
(Address)

Holmes, Murphy and Associates LLC  
\_\_\_\_\_  
2727 Grand Prairie Parkway Waukee, IA 50263  
\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, JOE TIERNAN, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, LUKAS SCHRODER, JAMIE GIFFORD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022

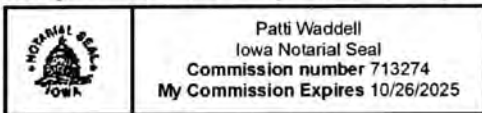


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 2nd day of April, 2024



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

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

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Resolution #87-2024. Approving the contract, bond, and certificate of insurance for the South Milner Street Reconstruction Project (Portafield to Hand).

\*\*\*\*\*

**\*\*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 #87-2024.

DISCUSSION: The project will consist of full width, full depth reconstruction of South Milner Street from West Hand Avenue to Portafield Street. The project will include the installation of new storm sewer system to separate the existing combined system.

These are the required bonds, certificate of insurance and signed contract with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 19, 2024 City Council Meeting in the amount of \$887,685.30

Funding: \$1,240,000.00

Estimated Cost: \$1,256,326.00

RESOLUTION #87-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SOUTH MILNER STREET RECONSTRUCTION PROJECT (PORTAFIELD TO HAND)

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$887,685.30 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

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

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **April 2, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Drish Construction, Inc. of Fairfield, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

**ARTICLE I**

**SCOPE OF WORK.** The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"South Milner Street Reconstruction (Portafield to Hand) - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

**ARTICLE II**

**TIME OF COMPLETION.** The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in 90 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

**ARTICLE III**

**THE CONTRACT SUM.** The Owner shall pay the Contractor the sum of **\$887,685.30** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

**ARTICLE IV**

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

**ARTICLE V**

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

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

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

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

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

#### CITY OF OTTUMWA, IOWA

By \_\_\_\_\_

Title Mayor

ATTEST:

\_\_\_\_\_

Title City Clerk

Diels Construction  
Contractor

By Roger O Diels

Title Pres

Address 1701 S. main

City, State, Zip Fairfield Ia 52556



SECTION 00510

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number IAC586422

PRINCIPAL (Legal Name and Business Address) STATE OF INCORPORATION
Drish Construction, Inc. Iowa
1701 S. Main Street
Fairfield IA 52556

SURETY (Legal Name and Business Address) CONTRACT NO. CONTRACT DATE
Merchants Bonding Company (Mutual)
6700 Westown Parkway W. Des Moines IA 50321 April 2, 2024

PENAL SUM OF BOND (Expressed in words and numerals)
Eight Hundred Eighty Seven Thousand, Six Hundred Eighty Five and 30/100 —(\$887,685.30)

KNOW ALL BY THESE PRESENTS:

That we, Drish Construction, Inc., as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto the City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Eighty Seven Thousand, Six Hundred Eighty Five and 30/100 dollars (\$887,685.30), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 2nd day of April, 2024, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: South Milner Street Reconstruction Project

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

The project will consist of full width, full depth reconstruction of South Milner Street from West Hand Avenue to Portafield Street. The project will include the installation of a new storm sewer system to separate the existing combined system.

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



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

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

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

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

(CONT – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

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

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

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

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

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

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

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

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

(CONT - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Project No. \_\_\_\_\_

Bond No. IAC586422

Witness our hands, in triplicate, this 2nd day of April, 2024.

Surety Countersigned By:

**PRINCIPAL:**

N/A

**Drish Construction, Inc.**

Signature of Agent

Contractor

By:

*Roger D. Drish*

**Roger D. Drish** Signature

**President**

Title

Printed Name of Agent

**SURETY:**

Company Name

**Merchants Bonding Company (Mutual)**

Surety Company

Company Address

By:

*Laura A. Foust*

Signature Attorney-in-Fact Officer

City, State, Zip Code

**Laura A. Foust**

Printed Name of Attorney-in-Fact Officer

Company Telephone Number

**Ruhl & Ruhl Insurance**

**A Division of HUB International LLC**

Company Name

**212 Brady Street**

Company Address

**Davenport IA 52801**

City, State, Zip Code

**(563) 324-1981**

Company Telephone Number

**NOTE:**

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

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aaron E Matlock; Adam Kerns; Brian C Matlock; Joyce L Briggs; Laura A Foust; Meredith T Morrow; Michael F Wernsman; Seth W Doup; Stacy A Banfield

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

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

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

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

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

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

3rd February 2024

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

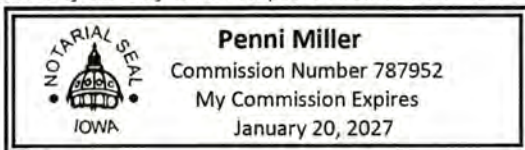
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

*[Signature]*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2 day of April 2024



*William Warner Jr.*  
Secretary

received  
3-28-24 10:10AM

Item No. B.-11.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

Phillip Burgmeier  
Prepared By

Engineering  
Department

*Phillip Burgmeier*  
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #88-2024. Approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2024.

\*\*\*\*\*

\*\*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 #88-2024.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Norris Asphalt Paving Co., LC, of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 19, 2024 City Council Meeting in the amount of \$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50).

Streets scheduled for overlay: East Main Street from Foster Park east approximately 1000' and Herman Avenue from Main Street to Branham Avenue. Additional street overlays will depend on what route RAGBRAI takes.

Funding Source:

- \$ 721,083.23 FY 2015/2016
- \$ 790,514.51 FY 2016/2017
- \$ 744,032.05 FY 2017/2018
- \$ 610,181.86 FY 2018/2019
- \$ 381,577.34 FY 2019/2020
- \$ 347,303.13 FY 2020/2021
- No program FY 2021/2022
- \$ 756,074.15 FY 2022/2023
- \$ 364,128.62 FY 2023/2024
- \$ 750,000.00 FY 2024/2025 (Total Budget for Street Maintenance Contractual Services)

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #88-2024

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE ASPHALT STREET REPAIR PROGRAM 2024

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50) based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Norris Asphalt Paving Company of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April, 2024.

CITY OF OTTUMWA, IOWA

---

Richard W. Johnson, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **April 2, 2024**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Norris Asphalt Paving Co., LC, of Ottumwa, Iowa**, party of the second part, hereinafter called the CONTRACTOR.

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

**ARTICLE I**

**SCOPE OF WORK.** The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Asphalt Street Repair Program 2024 - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

**ARTICLE II**

**TIME OF COMPLETION.** The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **December 31, 2024** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

**ARTICLE III**

**THE CONTRACT SUM.** The Owner shall pay the Contractor the sum of **\$1,534,812.50 (this includes a base bid total of \$1,423,185.00 and an alternate bid total of \$111,627.50)** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

**ARTICLE IV**

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

**ARTICLE V**

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

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

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



A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

**ARTICLE VI**

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

**ARTICLE VII**

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

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

**CITY OF OTTUMWA, IOWA**

By \_\_\_\_\_

Title Mayor

ATTEST:

\_\_\_\_\_

Title City Clerk

Norris Asphalt Paving Co, LC

Contractor

By Steven J. Leonard

Title Steven J. Leonard, Vice President

Address 14242 Terminal Ave. - PO Box 695

City, State, Zip Ottumwa, IA 52501

SECTION 00510

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number
100368159 ES00017275

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

Norris Asphalt Paving Co., LC

Iowa

SURETY (Legal Name and Business Address)

Merchants Bonding Company (Mutual) and Everest Reinsurance Company  
 6700 Westown Parkway                      461 5th Avenue - 4th Floor  
 West Des Moines, IA 50266                New York, NY 10017

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

One Million Five Hundred Thirty-Four Thousand Eight Hundred Twelve Dollars and Fifty Cents  
\$1,534,812.50

KNOW ALL BY THESE PRESENTS:

That we, Norris Asphalt Paving Co., LC, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and Merchants Bonding Company (Mutual) and Everest Reinsurance Company, as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Five Hundred Thirty-Four Thousand Eight Hundred Twelve Dollars and Fifty Cents dollars (\$ \$1,534,812.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 2nd day of April, 2024, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Asphalt Street Repair Program 2024

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

Furnish all labor, materials and equipment to construct the following: **Mill, patch and overlay certain streets in Ottumwa. The first 20 loads of millings are to be delivered to the city yard on Gateway Drive**

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

## SECTION 00510

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

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

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

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

## SECTION 00510

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

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

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

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

## SECTION 00510

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

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

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

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

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

Project No. \_\_\_\_\_

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

Witness our hands, in triplicate, this 20th day of March, 2024.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

Norris Asphalt Paving Co., LC

Contractor

By:

  
Signature

Steven J. Leonard, Vice President  
Title

\_\_\_\_\_  
Printed Name of Agent

**SURETY:**

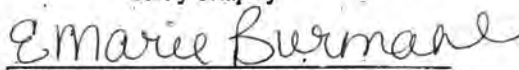
\_\_\_\_\_  
Company Name

Merchants Bonding Company (Mutual)  
and Everest Reinsurance Company

Surety Company

\_\_\_\_\_  
Company Address

By:

  
Signature Attorney-in-Fact Officer

E Marie Burmahl

Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
City, State, Zip Code

M3 Surety LC

Company Name

\_\_\_\_\_  
Company Telephone Number

PO Box 85

Company Address

Brooklyn, IA 52211

City, State, Zip Code

641-522-5032

Company Telephone Number

**NOTE:**

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

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

E Marie Burmahl

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

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

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

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

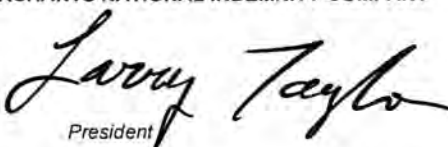
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of March, 2024.



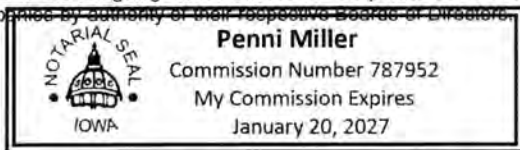
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

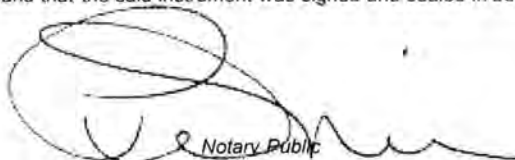
By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 20th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn

did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of March, 2024.



  
Secretary

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**ADDENDUM TO BOND**

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

**MERCHANTS BONDING COMPANY (MUTUAL)**



By: \_\_\_\_\_

*Larry Taylor*

Larry Taylor, President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	<b>CONTACT NAME:</b> Heather Murad <b>PHONE (A/C, No, Ext):</b> 712-274-8234 <b>E-MAIL ADDRESS:</b> Heather_murad@ajg.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Norris Asphalt Paving Co. LC P.O. Box 695 Ottumwa IA 52501	<b>INSURER A:</b> Travelers Indemnity Company <b>NAIC #</b> 25658	
	<b>INSURER B:</b> Travelers Casualty and Surety Company      19038	
	<b>INSURER C:</b> Travelers Property Casualty Insurance Co      36161	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 107261915

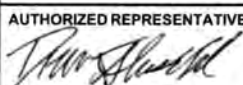
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	DT-CO-8R94793A-PHX-21	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben	\$ 300,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-8R945947-21-26-G	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-8R981184-21-26	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-8R953855-23-26-E	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Ottumwa as additional insured on the General Liability CG 72 01 07 17 policy with regards to Project: Project: Asphalt Street Repair Program 2024, Ottumwa, IA.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ottumwa 105 E. Third Street Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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receive  
3-26-24 5:30 pm

Item No. G.-1.

revision

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 26, 2024

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Ordinance No. 3221-2024: An Ordinance to re-establish and continue the Downtown Ottumwa Self-Supported Municipal Improvement District pursuant to the Provisions of Chapter 386, Code of Iowa, and providing for the continuation of certain funds and the levy of annual taxes in connection therewith.

\*\*\*\*\*

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

RECOMMENDATION: Approve the first consideration of Ordinance No. 3221-2024.

DISCUSSION: Chapter 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within that district. Such a district was established for the Downtown District effective July 1, 2019. That district is due to expire, and a timely petition has been filed which seeks to renew the district.

A petition has been prepared which reflects the signatures of more than

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

25% of all property owners within the proposed district as well as an assessed value equal to at least 25% of the property in the district. Staff has reviewed the petition and it appears to meet initial requirements, exceeding both thresholds.

At the December 4th, 2023 Regular Plan and Zoning Commission meeting, the Commission issued a report recommending that the SSMID be renewed for a further seven years. Further, public hearing notices were mailed to all property owners in the proposed boundaries of the SSMID district inviting them to participate in this public hearing. On February 20, 2024, a public hearing was held providing property owners an opportunity to speak on SSMID.

If approved, properties in the district would pay an additional property tax of \$1.00/thousand in Zone 1, \$2.00/thousand in Zone 2 and \$3.00/thousand in Zone 3. These funds are used for projects to benefit the district as determined by the SSMID committee. Previous projects include trash enclosures for district businesses, the electric maintenance cart for Main Street Ottumwa, dog waste bags near trashcans, ashtray replacement and support for the Business Builder Academy.

This ordinance is the culmination of the process which preceded it which includes the public hearing, the Plan and Zoning Commission hearing and the petition prepared by property owners in favor of the district. After three considerations, the Ordinance can be adopted and the SSMID district would be renewed.

ORDINANCE NO. 3221-2024

AN ORDINANCE TO RE-ESTABLISH AND CONTINUE THE DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT PURSUANT TO THE PROVISIONS OF CHAPTER 386, CODE OF IOWA, AND PROVIDING FOR THE CONTINUATION OF CERTAIN FUNDS AND THE LEVY OF ANNUAL TAXES IN CONNECTION THEREWITH

WHEREAS, the City of Ottumwa (the "City") in Wapello County, State of Iowa previously adopted Ordinance No. 3152-2019 establishing the Downtown Ottumwa Self-Supported Municipal Improvement District ("Original District"), pursuant to Iowa Code Chapter 386 (the "Act"), to create a self-supported municipal improvement district, as defined in the Act, in the City, to provide for the operation of such district, to provide for improvements or self-liquidating improvements, as defined in the Act, for such district, and to levy taxes as are authorized by the Act with respect to such district; and

WHEREAS, the Original District is set to expire on June 30, 2025; and

WHEREAS, pursuant to the provisions of the Act, a petition has been filed with the City Clerk of the City and presented to this Council (the "Petition"), which petitions this Council to re-establish and continue the Downtown Ottumwa Self-Supported Municipal Improvement District (the "District"), and to establish an Operation Fund for the District and levy an annual tax therefor, all in accordance with and pursuant to the Act; and

WHEREAS, the Petition was in compliance with the provision of the Act; and

WHEREAS, the Petition contains the signatures of at least twenty-five per cent (25%) of all owners of property within the District; and

WHEREAS, the Petition contains the signatures of owners representing ownership of property with an assessed value equal to twenty-five per cent (25%) or more of the assessed value of all of the property within the District; and

WHEREAS, the property to be included in the District pursuant to the Petition is contiguous, wholly within the boundaries of the City of Ottumwa, and is in districts zoned for commercial uses; and

WHEREAS, the City Planning and Zoning Commission was presented the Petition for review and approved the recommendation for the re-establishment and continuation of the District, filing its report with the Ottumwa City Council all in accordance with the Act; and

WHEREAS, the Council set February 20, 2024, at 5:30 p.m., at the at the Bridge View Center, 102 Church St., Ottumwa, Iowa, as the time and place for a meeting at which it proposed to hold a hearing and take action for the re-establishment and continuation of the District and did in accordance with the Act publish notice of such meeting as provided in Section 362.3 of the Code of Iowa, and the Clerk did mail written notice of such meeting to each owner of property within the District, which notice was mailed by certified mail to such property owners not less than fifteen days before such meeting; and

WHEREAS, at that time and place, the Council held a public hearing and received input and comments regarding the re-establishment and continuation of the Downtown Ottumwa Self-Supported Municipal Improvement District; and

WHEREAS, more than thirty days have passed since the holding of the public hearing referred to above, no petition has been filed with the City Clerk challenging the re-establishment of the District, and the Council may now proceed with the re-establishment and continuation of the District in accordance with the Act.

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

Section 1. There shall be and there is hereby re-established and continued in the City a self-supported municipal improvement district, as defined in the Act, the name of which shall continue to be the "Downtown Ottumwa Self-Supported Municipal Improvement District" (sometimes hereinafter referred to as the "District"), the purposes of which District are the undertaking of actions and the design and construction of any and all improvements as defined in the Act and the performance of administration, redevelopment and revitalization of the District, as authorized by the Act, any and all of which actions and are intended to benefit the property within the District.

Section 2. The property in the District shall be divided into three Zones, described as follows:

- (1) Zone 1: North side of 3<sup>rd</sup> Street from the west side of Market Street north to the south side of 4<sup>th</sup> Street, north side of 3<sup>rd</sup> Street from Market Street west to the west side of Washington Street and south to the river, south side of 4<sup>th</sup> Street west to the east side of Marion Street, south to the river and all properties in between and including 302 W. Main Street west of Marion Street.
- (2) Zone 2: North side of Canteen Alley north along the west side of Jefferson Street to the south side of 3<sup>rd</sup> Street, north side of Canteen Alley from Jefferson Street west to the west side of Court Street, south to the river, south side of 3<sup>rd</sup> Street from Jefferson Street west to the east side of Washington Street, south to the river and all properties in between.

- (3) Zone 3: The west side of Jefferson Street from the south side of Canteen Alley south to the river, south side of Canteen Alley from Jefferson Street west to the east side of Court Street, south to the river and all properties in between.

Section 3. A general description of the property within the District is: all property from the intersection of N. Marion Street and W. 4<sup>th</sup> Street, east to N. Market Street, south to E. 3<sup>rd</sup> Street, east to N. Jefferson Street, south to the river, west to the south of Marion Street, north to W. 4<sup>th</sup> Street, including 1 property at 302 W. Main Street west of Marion Street, and, more particularly, property with the following Wapello County Real Estate Identification numbers, as of September 1, 2023:

Parcels subject to taxation:

Zone 1:

	007413000011000	007413760177000	007413760201000
007411240065000	007413000012020	007413760178000	007413760202000
007411240066000	007413000013000	007413760179000	007413760203000
007411240067000	007413700003000	007413760180000	007413760234000
007411240068000	007413760103000	007413760181000	007413760235000
007411240198000	007413760104000	007413760182000	007413760236000
007413000003000	007413760105000	007413760183000	007413760238000
007413000004000	007413760106000	007413760184000	007414350072000
007413000005000	007413760107000	007413760193000	007414350084000
007413000006000	007413760108000	007413760194000	007414350094000
007413000007000	007413760109000	007413760198000	007414350095000
007413000008000	007413760110000	007413760199000	007414350117000
007413000009000	007413760111000	007413760200000	
007413000010000			

Zone 2:

	007410650007000	007411240122000	007411240195010
007410370001000	007410650008000	007411240123000	007411240196000
007410370002000	007410650009000	007411240124000	007411240202000
007410370002010	007411240063000	007411240125000	007411240203000
007410650001000	007411240064000	007411240126000	007411240204000
007410650002000	007411240089000	007411240127000	007411240205000
007410650003000	007411240116000	007411240128000	007411240206000
007410650004000	007411240117000	007411240129000	007411240207000
007410650005000	007411240118000	007411240194000	007411240208000
007410650006000	007411240119000	007411240195000	007411240209000
007411240210000	007411240269000	007413760112000	007413760187000
007411240215000	007411240270000	007413760113000	007413760188000

007411240216000	007411240271000	007413760114000	007413760189000
007411240217000	007411240335000	007413760115000	007413760190000
007411240248000	007411240337000	007413760116000	007413760191000
007411240249000	007411240341000	007413760117000	007413760192000
007411240250000	007411240344000	007413760118000	007413760229000
007411240251000	007413000012010	007413760124000	007413760230000
007411240252000	007413000012020	007413760125000	007413760235000
007411240267000	007413140001000	007413760126000	007414350072000
007411240267010	007413140006000	007413760127000	
007411240268000	007413210009000	007413760185000	
007411240268010	007413210010000	007413760186000	

Zone 3:

	007410570021000	007411080006000	007411240169000
007410570007000	007410570022000	007411080007000	007411240170000
007410170001000	007410570023000	007411080008000	007411240237000
007410170001010	007411060002000	007411080009000	007411240238000
007410570008000	007411060003000	007411240120000	007411240239000
007410570009000	007411060004000	007411240121000	007411240240000
007410570010000	007411060005000	007411240130000	007411240241000
007410570011000	007411070001000	007411240131000	007411240242000
007410570012000	007411070002000	007411240132000	007411240243000
007410570013000	007411070003000	007411240133000	007411240244000
007410570014000	007411070004000	007411240134000	007411240245000
007410570015000	007411070005000	007411240135000	007411240246000
007410570016010	007411070006000	007411240136000	007411240247000
007410570017000	007411070007000	007411240165000	007411240253000
007410570018000	007411070008000	007411240166000	007411240254000
007410570019000	007411070009000	007411240167000	007411240255000
007410570020000	007411080001000	007411240168000	007411240256000
007411240257000	007411240273000	007411240285000	007411240296000
007411240258000	007411240275000	007411240286000	007411240297000
007411240259000	007411240276000	007411240287000	007411240298000
007411240260000	007411240277000	007411240288000	007411240299000
007411240261000	007411240278000	007411240289000	007411240300000
007411240262000	007411240279000	007411240290000	007411240340000
007411240263000	007411240280000	007411240291000	007413000012020
007411240264000	007411240281000	007411240292000	007414350072000
007411240265000	007411240282000	007411240293000	007414360016000
007411240266000	007411240283000	007411240294000	007414360017000
007411240272000	007411240284000	007411240295000	

Section 4. It is hereby found and determined that the owners of all of the property within the District have a present and potential benefit from the condition, development and

maintenance of the District and that all of the property within the District is related by virtue of its location within an area of the City zoned for commercial use. It is also found and determined that the re-establishment and continuation of the District and the undertaking of the services, improvements and activities described in this Ordinance are considered essential to efforts to create new jobs and income in the City of Ottumwa and to retain jobs and income in the City that would otherwise be lost.

Section 5. Pursuant to the provisions of the Act, there is hereby re-established and continued a self-supported improvement district operation fund, to be known as the "Downtown Ottumwa Self-Supported Municipal Improvement District Operation Fund" for which Operation Fund the City may levy an annual tax (the "Operation Fund Tax") upon the property in the District, as defined in the Act (excluding property assessed as residential property for property tax purposes but not excluding residential properties within a duly designated historic district or property classified as residential property under section 441.21, subsection 14, paragraph "a", subparagraph (6)) (the "Property") for the purposes of: (a) paying the administrative expenses of the District, as defined and authorized in the Act, or (b) paying part or all of the maintenance expenses of "improvements" or "self-liquidating improvements" as defined in the Act, with respect to the District, for a period of 7 years, commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2024, and continuing for 6 additional fiscal years. The Operation Tax shall be levied annually upon the Property at the following rates:

Zone 1: a rate not to exceed \$1.00 dollar per thousand dollars of taxable value of the Property;

Zone 2: a rate not to exceed \$2.00 dollars per thousand dollars of taxable value of the Property;

Zone 3: a rate not to exceed \$3.00 dollars per thousand dollars of taxable value of the Property.

Section 6. All amounts collected in the Operation Fund shall be disbursed to Main Street Ottumwa annually, not before July 1 and no later than November 1, for one or more of the following purposes, at such times, in such amounts and under such conditions as shall be recommended to the City Council by a special SSMID Committee composed of representatives of Main Street Ottumwa and the owners of property within the District. The City Council will review the recommendations and determine how the proceeds will be spent pursuant to the following purposes.

a. Enhanced maintenance and cleaning of public spaces within the District, including but not limited to:

- Maintenance of trees and seasonal plantings
- Sidewalk sweeping and power wash cleaning
- Cleaning public alleys and public spaces
- Graffiti removal
- Street and curb cleaning

b. Development and management of activities in support of marketing, business



retention and attraction, including but not limited to:

- Administrative fees of Main Street Ottumwa Staff
- Conduct market analyses, business retention surveys and image surveys
- Establish databases
- Business counseling
- Space referrals and assistance
- Business-to-business communications program
- District marketing materials
- Miscellaneous business support services
- Marketing activities, including media and advertising campaigns and communication pieces (calendar of events, newsletters, shopping directories, maps, holiday brochures)
- Establishment and promotion of special events, festivals, and holiday activities in public spaces

c. Capital, physical or other improvements designed to enhance the image and appearance of the Proposed District, including but not limited to:

- Streetscape and lighting improvements
- Seasonal and holiday decorations
- Signage and banners
- Installation of seasonal plant materials and trees
- Such other improvements as may be petitioned for by the owners of property within the Proposed District under the Act

Section 7. As further condition to disbursement of funds from the Operations Fund, the SSMID Committee shall submit to the Ottumwa City Council, no later than November 1 of each year, a budget showing, in general terms, proposed expenditures of such funds consistent with the above purposes for the fiscal year beginning on the next July 1.

Section 8. All taxes levied and collected on behalf of the District shall be expended for new, additional or enhanced services within the District, and the City shall not diminish the type and extent of governmental services described in this Ordinance with the intention of transferring the cost of providing such services from the City budget to the Operation Fund.

Section 9. Notwithstanding the fact that the District is located within the boundaries of Tax Increment Finance Districts which have been created by the City, an amount of funds which would be derived from the annual levy of the Operation Tax against Property within the District if the District were not located within such Tax Increment Finance Districts shall be made available annually for the services, improvements and activities set out in this Ordinance, and that the City shall take all actions necessary to accomplish this purpose, including, if necessary, allocation to these services, improvements and activities of a portion of the incremental property taxes which are attributable to properties within the District, but only to the extent permitted by applicable law and subject to the terms of an agreement between the City and Main Street Ottumwa related

thereto.

Section 10. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance are hereby repealed.

Section 11. If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision, or part of this Ordinance not adjudged invalid or unconstitutional.

Section 12. This Ordinance shall be in effect after its final passage and publication as provided by the laws of the State of Iowa.

Section 13. The City Clerk shall cause a copy of this Ordinance to be filed in the office of the County Recorder of Wapello County.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Read First Time: \_\_\_\_\_, 2024

Read Second Time: \_\_\_\_\_, 2024

Read Third Time: \_\_\_\_\_, 2024

PASSED AND APPROVED: \_\_\_\_\_, 2024.

I, \_\_\_\_\_, City Clerk of the City of Ottumwa, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2024, signed by the Mayor on \_\_\_\_\_, 2024, and published in the Ottumwa Courier on \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

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reviewed  
3-28-24 8AM

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : Apr 2, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Ordinance No. 3224-2024: Ordinance Permitting Class B Master Electricians to Perform Electrical Work in the City of Ottumwa by Repealing and Replacing Section 13-5 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa

\*\*\*\*\*

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

RECOMMENDATION: Pass third consideration, pass and adopt Ordinance No. 3224-2024.

DISCUSSION: The State of Iowa issues a Class B Master Electrician's License to an electrician who has worked in the electrical business since before January 1, 1998 and who has a total of at least 1,600 hours of experience. Currently, the City electrical code only permits electricians who have a Master Class A license to do electrical work. This is a more restrict standard than many other jurisdictions including rural Wapello County

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

where the state electrical inspectors have jurisdiction. It appears the Class A limit has created an undue limit on property owners seeking qualified electrical contractors. Staff recommends permitting the Class B Masters to do work in the City as well as the Class A Masters.

**ORDINANCE NO. 3224-2024**

**ORDINANCE PERMITTING CLASS B MASTER ELECTRICIANS TO PERFORM ELECTRICAL WORK IN THE CITY OF OTTUMWA BY REPEALING AND REPLACING SECTION 13-5 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA**

WHEREAS, the State of Iowa issues a Class B Master Electrician’s License to an electrician who has worked in the electrical business since before January 1, 1998 and who has a total of at least 1,600 hours of experience.

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

**SECTION ONE**

Section 13-5 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 13-5 in its entirety and enacting the following in lieu thereof:

**Sec. 13-5. – License required.**

- (a) It shall be unlawful for any person except those exempt according to section 13-6 and those holding a Class "A" or Class "B" master electrician license issued by the state, to obtain required permits to perform electrical work in the city. The city will reciprocate with electrical licenses from other jurisdictions only as permitted by the state.
- (b) No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under such license and then subcontract, sell, or otherwise assign the work covered by said permit to a person or firm who does not have a valid license; nor is the holder of a Class "A" or Class "B" master license allowed to take out work permits for anyone other than the license holder, or the person, firm or corporation with whom the license holder is employed.

**SECTION TWO.** 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 THREE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION FOUR.** 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 FIVE.** 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 5 day of March, 2024.

PASSED on its second consideration the 19 day of March, 2024.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OTTUMWA, IOWA

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

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

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Richard W. Johnson, Mayor

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by failure of vote taken to repass.

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

ATTEST:

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

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 2, 2024

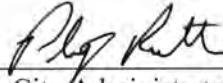
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3225-2024 - An Ordinance Adopting Temporary Regulations for the Des Moines Register's Annual Great Bicycle Ride Across Iowa's Overnight Stay in Ottumwa to Be Effective on July 24, 25, and 26, 2024

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt the second reading and waive the third reading of Ordinance 3225-2024

DISCUSSION: Ottumwa has been named as an overnight stay community for RAGBRAI LI later this year. The event will bring an estimated 15-20K visitors into the city, including 11,000 cyclists. An advisory board has been designated and is working with RAGBRAI officials to determine what will be required during this time for the protection and promotion of the health, safety, and welfare of the residents and RAGBRAI visitors. Under the authority of the police powers and home rule for the City of Ottumwa, the city council is being requested to adopt the following temporary regulations for the period of July 24 through July 26, 2024. This first reading of the proposed ordinance was approved by a 5-0 vote of the city council.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



ORDINANCE NO. 3225-2024

AN ORDINANCE ADOPTING TEMPORARY REGULATIONS FOR THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA'S OVERNIGHT STAY IN OTTUMWA TO BE EFFECTIVE ON JULY 24, 25, AND 26, 2024

- WHEREAS, The Des Moines Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI) will visit the City of Ottumwa for an overnight stay on July 25, 2024; and,
- WHEREAS, The RAGBRAI event will bring 15,000 – 25,000 visitors to the community, including 11,000 bicyclists; and,
- WHEREAS, The Ottumwa RAGBRAI Advisory Board, hereinafter referred to as ORAB has been designated, and has agreed to serve as the planning, coordinating, and implementation agency for RAGBRAI in Ottumwa. This shall include designees of ORAB; and,
- WHEREAS, The Des Moines Register and ORAB have requested the City Council to consider and adopt, by ordinance, necessary temporary regulations to be in effect during RAGBRAI for the protection and promotion of the health, safety, and welfare of the citizens of the community and the RAGBRAI visitors; and,
- WHEREAS, The City Council has authority and jurisdiction to adopt reasonable regulations for the protection of the health, safety, and welfare under its general "police" powers and "home rule" authority; and,
- WHEREAS, In cooperation with the Ottumwa RAGBRAI Advisory Board, the City Staff has recommended adoption of this temporary regulatory ordinance; and,
- WHEREAS, Upon consideration, the City Council has determined that this temporary regulatory ordinance should be adopted and enforced;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

**Section 1. RAGBRAI Sites.**

The primary site for parking, camping, and vendors for RAGBRAI shall be:

All areas designated in RAGBRAI ZONE MAP (Attached)

Subject to the approval of City Administrator, Phil Rath, ORAB is hereby granted the right and authority to plan supervise, administer and control the use of these sites, (except The Beach Ottumwa) on July 24, 25, and 26, 2024, including:

- Designation and regulation of parking and camping areas
- Identification and regulation of vendor sites
- Imposition and collection of reasonable non-discriminatory user fees to offset planning, administration, and regulation costs and expenses
- Denying access or use of the sites, as may be necessary for the protection of the public health, safety, and welfare
- Enlisting and receiving the aid of the Ottumwa Police Department in exercising the rights and authority granted under this section

**Section 2.** No permit or license issued by the City shall be required for any inactivity conducted on any of the RAGBRAI sites described in Section 1. However, all such activities shall comply with all City ordinances not suspended by this ordinance and all applicable state laws and regulations and shall require a permit from the ORAB.

**Section 3. Outdoor Entertainment/Service Areas.**

No outdoor entertainment or vending sites shall be held or conducted in the City of Ottumwa on the dates of July 24, 25, and 26, 2024 in the designated RAGBRAI ZONE without first obtaining an outdoor entertainment and vending permit from the ORAB. The following regulations shall apply to all outdoor entertainment in the City of Ottumwa on those dates:

ORAB may require payment of a reasonable non-discriminatory fee for an outdoor entertainment and service permit to cover administrative expenses

Decibel levels of outdoor entertainment shall be reasonable under the circumstances, time and location, and shall be subject to the control of the Chief of Police of the City of Ottumwa

Only alcoholic beverage establishments holding an Outdoor Service Area license as of the date of this ordinance will be permitted to operate an Outdoor Service Area inside the designated RAGBRAI ZONE on the dates set out above, except for the ORAB licensed beverage/entertainment area. All alcoholic beverage sales must be in full compliance with the Code of Iowa and the ordinances of the City of Ottumwa

An outdoor entertainment and vending permit must be applied for not less than 30 days prior to the date of the entertainment and shall not be transferrable

If the ORAB determines that any proposed outdoor entertainment event poses an unacceptable risk to public health, safety, and welfare, it may deny the issuance of a permit or may issue a permit conditioned upon compliance with restrictions.

#### **Section 4.     **Transient Merchant Limitations and Regulations.****

The City Council finds that a large number of transient merchants may seek to do business in the city of the dates of July 24, 25, and 26, 2024. The City Council further finds that the short-term presence of a large number of transient merchants combined with a large number of visitors to the community creates a significant potential threat to the health, safety, and welfare of the citizens and visitors in the community. The Council further finds that transient merchants should not be excluded and that applicable limitations and regulations should strike a balance between the legitimate interests of transient merchants and their prospective customers and the general health, safety, and welfare of residents and visitors.

Therefore the following regulations are imposed:

- A.     The term “transient merchant” and “peddler” shall have the meaning set forth in Section 22-168 of the Municipal Code of the City of Ottumwa, Iowa, except that the term shall also include persons offering the sale of food or beverages for immediate consumption and persons offering for sale produce or products that they have produced or manufactured.
- B.     All “transient merchants” and “peddlers” as defined in Subsection “A” above, shall be permitted to be located and conduct business only in the RAGBRAI ZONE described in Section 1 of this ordinance and only in compliance with the rules and regulations established by the ORAB and upon the payment of the fees and charges imposed by the ORAB.
- C.     The fees and charges imposed by the ORAB shall be nondiscriminatory.
- D.     The provisions of this ordinance shall not be interpreted to prohibit any merchant, business, religious, or charitable organization established in the City of Ottumwa on July 1, 2024 from operating temporary outdoor sales or information activities at their permanent sites on the date of July 24, 25, 26, 2024, but the renting or leasing of space to any merchant, business, religious, or charitable organization that has not established a permanent site in the City of Ottumwa is prohibited.

#### **Section 5.     **Streets, Alleys, and Parking.****

During the effective period of this ordinance, the Ottumwa Police Chief is authorized to suspend existing parking and traffic regulations and to temporarily close public streets and alleys. The Chief of Police is authorized to and shall post all appropriate temporary signs to advise of temporary parking and traffic regulations or limitations and street or road closures that shall apply during the effective period of this ordinance.

#### **Section 6.     **Signs.****

During the effective period of this ordinance, the Ottumwa Chief of Police, the Community Development Director, or the ORAB may place or authorize the placement of temporary signs on the rights-of-way and public property as necessary.

”Temporary Signs” shall be permitted during the effective period of this ordinance without a permit.

Except as provided above, the provisions of the Ottumwa Municipal Code regulating signs, canopies, awnings, and marquees shall remain in full force and effect during the effective period of this ordinance. The Chief of Police or the Community Development Director shall have the right to remove or require the removal of any non-complying signs or of any signs permitted under this section that creates a substantial threat to the public safety.

**Section 7.     **Operation of Bicycles.****

- A. During the effective period of this ordinance, bicycles shall not be ridden on public sidewalks except to cross the sidewalk.
- B. The traffic laws of the City of Ottumwa and the State of Iowa shall apply and shall be enforced as to the operation of bicycles.

**Section 8.     **Effective Period.****

The provisions of this ordinance shall be effective from 8:00 A.M. on July 24, 2024 until 2:00 A.M. on July 26, 2024.

**Section 9.**     The provisions of Chapter 1, Article III, of the Ottumwa Municipal Code shall apply to any violation of any provision of this ordinance.

**Section 10.    **Appeal.****

Any person aggrieved by a decision of or requirement imposed by the ORAB under this ordinance may appeal such decision or requirement to the Ottumwa City Council under the following procedure:

- A. All appeals shall be in writing; shall include the name and address of the appellant; shall describe the decision or requirement appealed from; and shall state the relief requested.
- B. Appeals under this Section shall be submitted to the office of the Ottumwa City Clerk at the Ottumwa City Hall, 210 W Main St, Ottumwa, Iowa, by 12:00 noon on July 10, 2024.
- C. All complete and timely filed appeals shall be considered by the Ottumwa City Council at its regular meeting on Tuesday, July 16, 2024.
- D. Upon considerations of an appeal, the Council may uphold the decision or requirement of the ORAB or may revise or reverse such decision or requirement and may grant all or a portion of the relief requested.

**Section 11.**    All ordinances or parts of ordinances in conflict with the provision of this ordinance shall be suspended during the effective period of this ordinance only.

**Section 12.**    If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**Section 13.** This ordinance shall be in effect following its final passage, approval, and publication as provided by law.

Passed on its first consideration on the 19 day of March, 2024.

Passed on its second consideration on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Requirement of consideration and vote and two prior council meetings suspended on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Final passage and adoption on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF OTTUMWA, IOWA

ATTEST:

\_\_\_\_\_  
Richard W Johnson, Mayor

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



received  
3.28.24 10:10A

Item No. H.-1.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

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

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Approve the Purchase of light poles and lights for the Albia Road Quincy Avenue Roundabout 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: Approve the purchase of four (4) light poles \$19,469.79.

DISCUSSION: As part of the design and construction of the Albia Road Quincy Avenue Roundabout project, new light poles and lights will need to be installed.

Crescent Electric is the sole source to provide the required light poles:

4 Tapered Steel poles with 6' Arm at \$4,510 each      \$18,040.00

Two quotes were obtained for the purchase of LED street lights:

Crescent Electric      \$ 1,528.00  
Van Meter      \$ 1,429.79

The light poles and lights are part of the approved budgeted amount for this project.

Funding:      \$500,000.00 TSIP grant, balance from Road Use and LOST

Source of Funds: TSIP Grant/Road Use

Budgeted Item: Yes

Budget Amendment Needed: Yes



610 GATEWAY DR  
 OTTUMWA, IA 52501-2305  
 P 641-682-8181 F 641-682-0922



# QUOTATION

QUOTE DATE	QUOTE #	PAGE #
03/07/2024	S512198294	1 of 1

CUST #: 190632

**QUOTE TO:**

CITY OF OTTUMWA  
 ACCOUNTS PAYABLE  
 105 E 3RD ST  
 OTTUMWA, IA 52501-2999

**SHIP TO:**

CITY OF OTTUMWA-SHOP ACCT  
 ACCOUNTS PAYABLE  
 105 E 3RD ST  
 OTTUMWA, IA 52501-2999

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
BRIAN LEWIS		ALBIA/QUINCY ROUNDAB	GARY J BALTAZAR	
QUOTED BY		TERMS	FREIGHT TERMS	
ROGER D MCCOY			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
4 ea		DS50-900A320-6SGV-HH-FST-LAB-M201 VALMONT 35' RND TAPERED STEEL POLE WITH 6' ARM, HAND HOLE, FESTOON BOX & STEEL XFMR BASE WITH TRAPIZIOD WASHERS AND NO BOLT HOLES IN BASE **Nonstock, may not be returnable	4510.000/ea	18040.00

PRICES SUBJECT TO CHANGE  
 QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE  
 PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS  
 AND CONDITIONS

\* This line is taxable

<b>SUBTOTAL</b>	18040.00
<b>S&amp;H CHARGES</b>	0.00
<b>ESTIMATED TAX</b>	0.00
<b>AMOUNT DUE</b>	18040.00





610 GATEWAY DR  
 OTTUMWA, IA 52501-2305  
 P 641-682-8181 F 641-682-0922



# QUOTATION

QUOTE DATE	QUOTE #	PAGE #
03/08/2024	S512202235	1 of 1

CUST #: 190632

**QUOTE TO:**

CITY OF OTTUMWA  
 ACCOUNTS PAYABLE  
 105 E 3RD ST  
 OTTUMWA, IA 52501-2999

**SHIP TO:**

CITY OF OTTUMWA-SHOP ACCT  
 ACCOUNTS PAYABLE  
 105 E 3RD ST  
 OTTUMWA, IA 52501-2999

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
RICK HORNBACK		ALBIA/QUINCY ROUNDY	GARY J BALTAZAR	
QUOTED BY		TERMS	FREIGHT TERMS	
ROGER D MCCOY			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
4 ea		QUOTATION-ITEM-PRICE/EACH RFM-160W48LED4K-G2-R2M-UNV-DMG-RCD- FAWS-GY3 PHILLIPS LED STREET LIGHT PLUS UPS CHARGES	382.000/ea	1528.00

PRICES SUBJECT TO CHANGE  
 QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE  
 PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS  
 AND CONDITIONS

\* This line is taxable

<b>SUBTOTAL</b>	1528.00
<b>S&amp;H CHARGES</b>	0.00
<b>ESTIMATED TAX</b>	0.00
<b>AMOUNT DUE</b>	1528.00



800 Gateway Drive  
 Ottumwa, IA 52501-2206  
 641-682-6932 Fax 641-682-7838

# Quotation

QUOTE DATE	QUOTE NUMBER
03/08/24	S013189480
ORDER TO: 4) VAN METER INC. 800 Gateway Drive Ottumwa, IA 52501-2206 641-682-6932 Fax 641-682-7838	PAGE NO. 1

QUOTE TO:  
 CITY OF OTTUMWA  
 105 EAST 3RD STREET  
 FINANCE DEPARTMENT  
 OTTUMWA, IA 52501-2999

SHIP TO:  
 CITY OF OTTUMWA  
 ELECTRICAL DEPARTMENT  
 OTTUMWA CITY HALL  
 105 E. 3RD ST.  
 OTTUMWA, IA 52501

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SALESPERSON	PRICE BR	SHIP BR
170	Albia rd round about	Rick	STEWARTM	4	10
WRITER	SHIP VIA	TERMS	BID EXP DATE	FREIGHT ALLOWED	
Cole Rutledge OTT	04PU PICKUP OTT	NET 30 DAYS	See Below	No	

ORDER QTY	DESCRIPTION	UNIT PRICE	EXTENSION
4ea	PHIL-LUMEC RFM-160W48LED4K-G2-R2M-UNV-DMG -RCD-FAWS-GY3 ** 4-6 week lead time **	357.447e	1429.79

*Wire, conduit, and Solar modules quoted prices valid for 24 hours. Quoted prices for other items valid 30 days, based on qtls supplied. Any nonstock item that is not returnable to the manufacturer may not be returned to Van Meter for a refund or credit. Any nonstock item that is returnable to the manufacturer may be returned to Van Meter for a credit, but subject to any restocking charges, based on the manufacturer's terms and conditions. Freight charges or applicable tax not included. All pricing on sales quotes and orders impacted by trade tariffs are subject to adjustment. Van Meter shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof. For complete terms and conditions as well as EEO Compliance regulations please go to the Van Meter, Inc. web site.*

Subtotal	\$1429.79
SS&H CHGS	To be Determined
Tax	To be Determined
<b>Amount Due</b>	<b>\$1429.79</b>

received  
3-28-24 8AM

copy

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Apr 2, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Staff Recommendation: Release Request for Qualifications for Professional Services for Structural Analysis of 105-107 E Main Street.

\*\*\*\*\*

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

RECOMMENDATION: Direct staff to release the Request for Qualifications.

DISCUSSION: The properties at 105-107 E Main were acquired by the City of Ottumwa on February 15, 2024. The properties had been abandoned and the City acquired them using a legal action under Iowa Code Section 657A. The properties have apparent and urgent structural needs, especially 105 E Main which has a large hole in the roof. In reviewing the properties with the Main Street Iowa design staff, they believe the property will be an ideal

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

candidate for the Main Street Iowa Challenge Grant. They recommend that in order to find a developer to take on the project and pursue the Challenge Grant, the City undertake some preliminary engineering assessment to evaluate the condition of the building. The RFQ will select an an engineer to provide a structural analysis and point cloud model for the buildings. We further seek recommendations and cost estimates for both temporary and permanent stabilization measures which would allow progress to be made on rehabilitation.

Responses will be due on May 1, 2024. Is an appropriate candidate is found, staff recommends leveraging funds for the Downtown Development Roof Grant to cover the fee for professional services. Depending on the extend of damage and the cost for temporary stabilization, staff may also recommend using roof grant funds for temporary stabilization while a developer is recruited for permanent work. Awarding a professional services contract and doing any additional work would be on future Council agendas. This item will only release the project for bids.

**City of Ottumwa, Iowa**

Request for Qualifications: Professional Services for Structural Analysis of  
105-107 E Main Street, Ottumwa, Iowa  
Date: April 8, 2024

I. Project Introduction

The City of Ottumwa seeks a qualified engineer and cost estimator to develop a report on the condition of the buildings at 105-107 E Main Street and to develop recommendations and cost estimates for temporary and permanent stabilization.

II. Project Location and Current Initiatives

The properties at 105-107 E Main were acquired by the City of Ottumwa on February 15, 2024. The properties had been abandoned and the City acquired them using a legal action under Iowa Code Section 657A. The properties have apparent and urgent structural needs, especially 105 E Main which has a large hole in the roof.

These buildings are key features of the 100 block of East Main Street and rescuing them is a priority for the City and Main Street Ottumwa. To pursue this priority, the City intends to seek a Challenge Grant from Main Street Iowa and direct the property toward a developer who would complete the rehabilitation of these buildings.



III. Project Description

The proposed project represents a critical first step in a multi-phase plan to revitalize these buildings. The City seeks an engineer to provide a structural analysis and point

cloud model for the buildings. We further seek recommendations and cost estimates for both temporary and permanent stabilization measures which would allow progress to be made on rehabilitation.



#### IV. Submission Requirements

All respondents wishing to receive consideration must submit, in writing, the following information:

1. A **detailed description of the project team**, which includes descriptions and resume/background information for all principals and their proposed level of involvement.
2. **Demonstrated experience in delivering superior preservation planning and architectural work product**, especially in the context of downtown buildings and Midwest small cities. Specific examples of similar projects are preferred.
3. The **proposed fee** for professional services. Please provide the fee schedule for professional services which includes hourly rate for the professionals involved and the approximate number of hours required for the services requested.
4. Proposed **timeline for delivering services**. Because of the building's condition and the upcoming Challenge Grant application window, time is of the essence.

#### V. Selection Process

The responses to the Request for Qualifications will be reviewed by a small committee of individuals that represent the City of Ottumwa and Main Street Ottumwa. Responses will be scored according to overall qualification, the proposed timeline and proposed fee. If necessary, the committee will select up to three finalists for an interview with the committee for further discussion. Interviews will take place using Microsoft Teams.

VI. Timetable

- **April 8, 2024:** RFQ Released
- **April 22, 2024 4:30PM CDT:** Questions Due to Zach Simonson
- **April 23, 2024 4:30PM CDT:** Answers to All Submitted Questions Sent to All RFQ Respondents
- **May 1, 2024:** RFQ Responses Due
- **May 1 through 3, 2024:** Review of RFQs and Interviews if Necessary
- **May 3, 2024:** Selection and Project Negotiation
- **May 7 or 14, 2024:** Professional Services Agreement Presented to City Council

VII. Contact Information and Questions

Please contact Zach Simonson with any questions prior to April 22, 2024. Any substantive questions and answers will be distributed to all RFQ respondents on April 23, 2024.

Zach Simonson, Director of Community Development  
Phone: (641) 683-0694  
Email: [simonsonz@ottumwa.us](mailto:simonsonz@ottumwa.us)

VIII. Attachments

- **Photo Portfolio**

**received**  
3-28-24 11:40A

Item No. H.-3.

**bovin**

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

Phillip Burgmeier

Prepared By



Department Head

Engineering

Department

City Administrator Approval

AGENDA TITLE: Public Works Projects Update for 2024.

\*\*\*\*\*

**\*\*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: Provide an overview of current upcoming infrastructure projects.

DISCUSSION:

Public Works will update council on the progress of projects currently under construction and projects expected to begin construction in 2024:

- Green Street Sewer Separation
- Phase 8 Division 2 Sewer Separation
- Phase 8 Division 3 Sewer Separation
- Richmond Pump Station Improvements
- Fellows Avenue Reconstruction (2<sup>nd</sup> to Main)
- Elm Street Reconstruction (2<sup>nd</sup> to Main)
- Milner Street Reconstruction (Portafield to Hand)
- Albia-Quincy Roundabout
- East Main Street HMA Overlay (Foster Park to approximately 1000' east)
- Herman Avenue HMA Overlay (Main to Branham)
- 2<sup>nd</sup> Street Improvement (At Harrows Branch)
- Lake Road Reconstruction (Mary to City Limits)
- BVC Parking Lot Extension
- Church Street Accessible Pedestrian Crossing
- Sanitary Sewer Spot Repair
- Sanitary Utility Access Program
- Catch Basin Replacements Program
- WPCF Primary Clarifier Rehab
- WPCF Aeration Project
- WPCF Gate Installation
- WPCF Roofing Projects
- Wapello Street REAP Bike Trail



received  
3-28-24 8Am

received

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 2, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

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

AGENDA TITLE: Setting Public Hearing - FY 24/25 Annual Budget

\*\*\*\*\*

\*\*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 this item will not be placed on the agenda.\*\*

RECOMMENDATION: Staff recommends approval of the resolution setting public hearing for April 16, 2024, 5:30 PM on the proposed FY 24/25 Annual Budget.

DISCUSSION: Prior to the certification of taxes and adoption of the proposed budget, a public hearing must be held to receive comments and questions.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 79-2024**

**A RESOLUTION SETTING PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2025 ANNUAL BUDGET**

**WHEREAS**, The City of Ottumwa, Iowa is required to set and file an annual budget; and

**WHEREAS**, the proposed Fiscal Year 2025 Annual Budget is complete and ready for approval and adoption; and

**WHEREAS**, prior to approval and adoption, the City Council for Ottumwa, Iowa must hold a public hearing to receive comments and questions from the public.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council for Ottumwa, Iowa sets April 16, 2024 at 5:30 PM, Bridge View Center, 102 Church St, Ottumwa Iowa as the time and place for a public hearing on the Fiscal Year 2025 Annual Budget, at which time comments and questions will be taken from the public.

**BE IT FURTHER RESOLVED** that the City Clerk shall publish said notice as prescribed in the Code of Iowa.

**PASSED, APPROVED, AND ADOPTED** this 2<sup>nd</sup> day of April, 2024.

---

Richard W. Johnson, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

**NOTICE OF PUBLIC HEARING – PROPOSED BUDGET**  
 Fiscal Year July 1, 2024 - June 30, 2025

City of: OTTUMWA

The City Council will conduct a public hearing on the proposed Budget at: Bridge View Center 102 Church St Ottumwa, IA Meeting Date: 4/16/2024  
 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 20.80779

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
 (641) 683-0622

City Clerk/Finance Officer's NAME  
 Cole S. O'Donnell, Finance Director

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	14,373,233	14,310,868	14,466,475
Less: Uncollected Property Taxes-Levy Year	2	0	10,000	0
<b>Net Current Property Taxes</b>	3	14,373,233	14,300,868	14,466,475
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,451,782	1,771,478	1,841,610
Other City Taxes	6	6,459,746	6,988,794	5,332,122
Licenses & Permits	7	373,200	354,560	535,133
Use of Money and Property	8	1,677,060	1,687,674	1,035,522
Intergovernmental	9	11,497,233	4,585,680	7,670,829
Charges for Fees & Service	10	13,091,588	13,040,450	12,568,297
Special Assessments	11	46,000	54,000	56,404
Miscellaneous	12	4,683,477	4,615,128	4,760,253
Other Financing Sources	13	6,794,450	56,000	239,465
Transfers In	14	18,432,744	19,570,948	12,726,647
<b>Total Revenues and Other Sources</b>	15	78,880,513	67,025,580	61,232,757
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	11,406,680	10,378,635	10,459,504
Public Works	17	11,592,467	10,294,064	9,472,320
Health and Social Services	18	1,214,471	917,115	1,056,481
Culture and Recreation	19	3,154,503	3,455,088	3,492,251
Community and Economic Development	20	1,596,791	1,589,069	1,549,576
General Government	21	3,616,023	4,278,157	3,500,774
Debt Service	22	4,364,500	6,823,425	7,299,861
Capital Projects	23	17,420,988	7,446,106	3,175,837
<b>Total Government Activities Expenditures</b>	24	54,366,423	45,181,659	40,006,604
Business Type / Enterprises	25	17,154,200	15,364,420	14,286,062
<b>Total ALL Expenditures</b>	26	71,520,623	60,546,079	54,292,666
Transfers Out	27	18,432,744	19,570,948	12,726,647
Total ALL Expenditures/Transfers Out	28	89,953,367	80,117,027	67,019,313
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-11,072,854	-13,091,447	-5,786,556
Beginning Fund Balance July 1	30	17,075,924	30,167,371	35,953,927
<b>Ending Fund Balance June 30</b>	31	6,003,070	17,075,924	30,167,371



received  
3-28-24 8Am

3-28-24

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Apr 2, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 82-2024: A Resolution Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, Iowa

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 82-2024.

DISCUSSION: The City has offered the Downtown Development Grant program for over a decade and has achieve significant progress on downtown revitalization. Grants are available to improve building facades, replace roofs, whitebox potential space for new tenants and purchase restaurant equipment. The grants have also been a source of local match to leverage much larger state and federal resources downtown. In addition to funds from the

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Legacy Foundation, the City has primarily relied on capital bonding to fund these grants. HF 718 removed language that allowed cities to use general corporate purpose bonds to fund projects for the "health and welfare of citizens" and reduced the uses bonding can be used for.

However, Urban Renewal Projects which are part of an Urban Renewal Plan are still eligible for general corporate purpose bonding. Because the entire downtown grant program area is within the Westgate Urban Renewal Area, Amendment No. 9 creates an Urban Renewal Project within the Westgate Urban Renewal Plan for the Downtown Development Grant Program. This empowers the City to continue to leverage bonding as the Council sees necessary for this important project.

The amendment makes no other changes to the Westgate URP and adds no additional property to the Westgate URA.

This resolution sets the May 7, 2024 Council meeting as the date of a public hearing on Amendment No. 9 and April 17, 2024 at 10am as the date of a consultation meeting for other taxing authorities.

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 2, 2024

5:30 P.M.

#### West Gate Economic Development Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

### IMPORTANT INFORMATION

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

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

April 2, 2024

The City Council of the City of Ottumwa, State of Iowa, met in \_\_\_\_\_ session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. 82-2024

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 9  
TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN  
RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF  
IOWA

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

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

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Being a part of Section 23, 24, 25, 26, T 72 N, R 14 W in the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows:

Beginning at the center of Sec. 23, T 72 N, R 14 W; Thence South along the North-South center line of Section 23 to the South Right-of-Way line of U.S. Highway 34; Thence West along the South Right-of-Way line of U.S. Highway 34 to the West Right-of-Way line of Wildwood Drive; Thence South along the West Right-of-Way line of Wildwood Drive to the South line of Richmond Avenue; Thence East along the South line of Richmond Avenue to the East line of Carlisle Street; Thence Northeasterly along the East line of Carlisle Street to the South Bank of the South Ottumwa Lagoon; Thence Northwest along the South bank of the Lagoon to the Easterly Right-of-Way line of Wapello Street; Thence Northeasterly along Wapello Street Right-of-Way line to the South line of U.S. Highways 63 and 34; thence West along said Right-of-Way line to the Westerly Right-of-Way line of U.S. Highway 63; Thence Northeasterly along the West line of U.S. Highway 63 to the center line of the Des Moines River Levee; Thence Northwesterly along the center line of the Levee to the West line of Clay Street; Thence Northeasterly along the West line of Clay Street to the South line of Main Street; Thence Northwest along the South line of Main Street to the Westerly line of Blackhawk Street; Thence along the Northwesterly and North Right-of-Way line of Blackhawk Street to the center of Section 23, T 72 N, R 14 W and the Point of Beginning.

AMENDMENT NO. 1 AREA

Beginning at the center of Sec. 23, T 72 N, R 14 W; thence east and northeasterly along the north right-of-way line of Blackhawk Street to the south line of Main Street; thence southeasterly along the south line of Main Street to the west line of Clay Street; thence southwesterly along the west line of Clay Street to the center line of the Des Moines River Levee; thence southeasterly along the centerline of the levee to the west line of U.S. Highway 63; thence southeasterly along the westerly right-of-way line of U.S. Highway 63 to the south line of U.S. Highways 63 and 34; thence southeasterly along the south line of U.S. Highways 63 and 34 to the easterly right-of-way line of Wapello Street; thence southwesterly along the easterly right-of-way line of Wapello Street to the south bank of the south Ottumwa Lagoon; thence southeast along the south bank of the lagoon to the east line of Carlisle Street; thence southwesterly along the east line of Carlisle Street to the south line of Richmond; thence east along the south line of Richmond Avenue to the west line of Willard Street; thence south long the west line of Willard Street to the south right-of-way line of Vine Street; thence east and northeast along the south and southeasterly right-of-way line of Vine Street to the north right-of-way line of Second Street; thence northwesterly along the north right-of-way line to the easterly right-of-way line of Union Street; thence northeasterly along the right-of-way line of Union Street to the north right-of-way line of Fourth Street; thence northwesterly along said right-of-way line to the westerly right-of-way line of Kitterman Avenue; thence southwesterly along the said right-of-way line to the north right-of-way line of Second Street; thence northwesterly along said right-of-way line to the west corporate line; thence southeasterly and south along the west corporate line to the point of beginning.

#### AMENDMENT NO. 2 AREA

Commencing at the point of intersection between the center section line of Sec. 27-72-14 and the south right of way line of Highway US 34, thence southerly following the corporate limit line to Finley Avenue, thence easterly to Wildwood Drive, thence northerly to the south property line of residential property 921 Wildwood Drive, thence following the corporate limit line westerly to the southwest corner of said property, thence northerly 435 feet to the northwest corner of residential property 929 Wildwood Drive, thence easterly to the west right of way line of Wildwood, thence northerly to the southeast corner of the Team Duea property, thence westerly 317.75 feet to the southwest corner of said property, thence northerly 372.90 to the south right of way line of Highway US 34, thence westerly along said right of way line to the point of beginning.

The area excludes the Team Duea Property and the residential properties at 921 & 929 Wildwood Drive located in Wapello County. Included are the 5 acres west of the Team Duea Property previously annexed this year and the full rights of way of all streets forming the boundary.

Lots 1, 2, 3, 4 and 5 of Vaughn's Second Addition; Lot A (public right-of-way known as Vaughn Drive), and all of the public right-of-way of Quincy Avenue and U.S. Highway No. 34 contiguous to Vaughn's Second Addition.

NOTE: References in the legal description for the Amendment No. 2 Area to the "corporate limit line" refer to the corporate limit line existing in 2002, which is the year Amendment No. 2 to the Plan was adopted and approved.

#### AMENDMENT NO. 3 AREA

Commencing at the Northwesterly intersection of the Vine Street and Main Street Right of Way lines in the City of Ottumwa, Section 30, Township 72 North, Range 13 West, Wapello County, Iowa, and the Point Of Beginning, thence Easterly along the Northerly Right Of Way line of Main Street, continuing East across U.S. Highway 34 and following the North Right Of Way of Roemer Avenue to the Corporate City Limits; thence South along said Limits to the corner thereof; thence West to the corner thereof; thence South along said Limits through three small offsets to the East and continuing South to Brick Row; thence East along Brick Row to the corner thereof; thence South along said Limits to the Burlington Northern and Santa Fe Railroad; thence Northwesterly along said Railroad to the corner of said Limits; thence South along said Limits to Northerly bank of the Des Moines River; thence Southwesterly and Southerly along said river bank to the existing Corporate Limits; thence West along said Limits to the Easterly Right Of Way of 120th Avenue/Walnut Avenue; thence North along the Easterly Right of Way line of 120th Avenue/Walnut Avenue to the corner of the Corporate Limits, thence West along said limits to the corner thereof; thence Southerly along said limits and the Des Moines River to an extension of the North Right of Way of Mary Street; thence West along said North line and the Corporate Limits to the westerly Right Of Way line of U.S. Highway 63, thence Northwesterly along said Right of Way line to the Northwesterly Right Of Way line of Vine Street, thence Northeasterly along said Right of Way line to the Point Of Beginning.

The urban renewal area includes the full Right of Way of all streets forming the boundary.

#### AMENDMENT NO. 4 AREA

DELETING the following area from the West Gate Economic Development Urban Renewal Area:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

AMENDMENT NO. 5

Amendment No. 5 did not add or remove land.

AMENDMENT NO. 6

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 2<sup>ND</sup> STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MCLEAN STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH MCLEAN STREET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HOLT STREET; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST HOLT STREET EXTENDED EASTERLY TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE AVENUE EXTENDED NORTHWESTERLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST MAPLE AVENUE TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 5<sup>TH</sup> STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 5<sup>TH</sup> STREET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST 5<sup>TH</sup> STREET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEST 5<sup>TH</sup>

STREET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WAPELLO STREET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH WAPELLO STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 4<sup>TH</sup> STREET ALSO BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 4<sup>TH</sup> STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF KITTERMAN AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KITTERMAN AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET TO THE POINT OF BEGINNING. AFORESAID, ALL BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN, ALL IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

AMENDMENT NO. 8

Amendment No. 8 did not add or remove land.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 9 to the Plan ("Amendment No. 9" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 9 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 9 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 9 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 9 required by Section 403.5(2), Code of Iowa, as amended, shall be held on April 17, 2024, in the Temporary City Hall, Ottumwa Depot, 210 West Main, Ottumwa, Iowa, at 10:00 A.M., and the Community Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 9, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF OTTUMWA, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF IOWA

The City of Ottumwa, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on April 17, 2024, in the Temporary City Hall, Ottumwa Depot, 210 West Main, Ottumwa, Iowa concerning a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Community Development Director, or his delegate, as the designated representative of the City of Ottumwa, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 2 day of April, 2024.

Christina Reinhard

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City Clerk, City of Ottumwa, State of Iowa

(End of Notice)



Section 3. That a public hearing shall be held on the proposed Amendment No. 9 before the City Council at its meeting which commences at 5:30 P.M. on May 7, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Ottumwa Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC  
DEVELOPMENT URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on May 7, 2024 in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, to consider adoption of a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ottumwa, State of Iowa.

The Urban Renewal Area, as amended, contains the land generally legally described as follows:

ORIGINAL AREA

Being a part of Section 23, 24, 25, 26, T 72 N, R 14 W in the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows:

Beginning at the center of Sec. 23, T 72 N, R 14 W; Thence South along the North-South center line of Section 23 to the South Right-of-Way line of U.S. Highway 34; Thence West along the South Right-of-Way line of U.S. Highway 34 to the West Right-of-Way line of Wildwood Drive; Thence South along the West Right-of-Way line of Wildwood Drive to the South line of Richmond Avenue; Thence East along the South line of Richmond Avenue to the East line of Carlisle Street; Thence Northeasterly along the East line of Carlisle Street to the South Bank of the South Ottumwa Lagoon; Thence Northwest along the South bank of the Lagoon to the Easterly Right-of-Way line of Wapello Street; Thence Northeasterly along Wapello Street Right-of-Way line to the South line of U.S. Highways 63 and 34; thence West along said Right-of-Way line to the Westerly Right-of-Way line of U.S. Highway 63; Thence Northeasterly along the West line of U.S. Highway 63 to the center line of the Des Moines River Levee; Thence Northwesterly along the center line of the Levee to the West line of Clay Street; Thence Northeasterly along the West line of Clay Street to the South line of Main Street; Thence Northwest along the South line of Main Street to the Westerly line of Blackhawk Street; Thence along the Northwesterly and North Right-of-Way line of Blackhawk Street to the center of Section 23, T 72 N, R 14 W and the Point of Beginning.

AMENDMENT NO. 1 AREA

Beginning at the center of Sec. 23, T 72 N, R 14 W; thence east and northeasterly along the north right-of-way line of Blackhawk Street to the south line of Main Street; thence southeasterly along the south line of Main Street to the west line of Clay Street; thence southwesterly along the west line of Clay Street to the center line of the Des Moines River Levee; thence southeasterly along the centerline of the levee to the west line of U.S. Highway 63; thence southeasterly along the westerly right-of-way line of U.S. Highway 63 to the south line of U.S. Highways 63 and 34; thence southeasterly along the south line of U.S. Highways 63 and 34 to the easterly right-of-way line of Wapello Street; thence southwesterly along the easterly right-of-way line of Wapello Street to the south bank of the south Ottumwa Lagoon; thence southeast along the south bank of the lagoon to the east line of Carlisle Street; thence southwesterly along the east line of Carlisle Street to the

south line of Richmond; thence east along the south line of Richmond Avenue to the west line of Willard Street; thence south long the west line of Willard Street to the south right-of-way line of Vine Street; thence east and northeast along the south and southeasterly right-of-way line of Vine Street to the north right-of-way line of Second Street; thence northwesterly along the north right-of-way line to the easterly right-of-way line of Union Street; thence northeasterly along the right-of-way line of Union Street to the north right-of-way line of Fourth Street; thence northwesterly along said right-of-way line to the westerly right-of-way line of Kitterman Avenue; thence southwesterly along the said right-of-way line to the north right-of-way line of Second Street; thence northwesterly along said right-of-way line to the west corporate line; thence southeasterly and south along the west corporate line to the point of beginning.

#### AMENDMENT NO. 2 AREA

Commencing at the point of intersection between the center section line of Sec. 27-72-14 and the south right of way line of Highway US 34, thence southerly following the corporate limit line to Finley Avenue, thence easterly to Wildwood Drive, thence northerly to the south property line of residential property 921 Wildwood Drive, thence following the corporate limit line westerly to the southwest corner of said property, thence northerly 435 feet to the northwest corner of residential property 929 Wildwood Drive, thence easterly to the west right of way line of Wildwood, thence northerly to the southeast corner of the Team Dueda property, thence westerly 317.75 feet to the southwest corner of said property, thence northerly 372.90 to the south right of way line of Highway US 34, thence westerly along said right of way line to the point of beginning.

The area excludes the Team Dueda Property and the residential properties at 921 & 929 Wildwood Drive located in Wapello County. Included are the 5 acres west of the Team Dueda Property previously annexed this year and the full rights of way of all streets forming the boundary.

Lots 1, 2, 3, 4 and 5 of Vaughn's Second Addition; Lot A (public right-of-way known as Vaughn Drive), and all of the public right-of-way of Quincy Avenue and U.S. Highway No. 34 contiguous to Vaughn's Second Addition.

NOTE: References in the legal description for the Amendment No. 2 Area to the "corporate limit line" refer to the corporate limit line existing in 2002, which is the year Amendment No. 2 to the Plan was adopted and approved.

#### AMENDMENT NO. 3 AREA

Commencing at the Northwesterly intersection of the Vine Street and Main Street Right of Way lines in the City of Ottumwa, Section 30, Township 72 North, Range 13 West, Wapello County, Iowa, and the Point Of Beginning, thence Easterly along the Northerly Right Of Way line of Main Street, continuing East across U.S. Highway 34 and following the North Right Of Way of Roemer Avenue to the Corporate City Limits; thence South along said Limits to the corner thereof; thence West to the corner thereof; thence South along said Limits through three small offsets to the East and continuing South to Brick Row; thence East along Brick Row to the corner thereof; thence South along said Limits to the Burlington Northern and Santa Fe Railroad; thence Northwesterly along said Railroad to the corner of said Limits; thence South along said Limits to Northerly bank of the Des Moines River; thence Southwesterly and Southerly along said river bank to the

existing Corporate Limits; thence West along said Limits to the Easterly Right Of Way of 120th Avenue/Walnut Avenue; thence North along the Easterly Right of Way line of 120th Avenue/Walnut Avenue to the corner of the Corporate Limits, thence West along said limits to the corner thereof; thence Southerly along said limits and the Des Moines River to an extension of the North Right of Way of Mary Street; thence West along said North line and the Corporate Limits to the westerly Right Of Way line of U.S. Highway 63, thence Northwesterly along said Right of Way line to the Northwesterly Right Of Way line of Vine Street, thence Northeasterly along said Right of Way line to the Point Of Beginning.

The urban renewal area includes the full Right of Way of all streets forming the boundary.

#### AMENDMENT NO. 4 AREA

DELETING the following area from the West Gate Economic Development Urban Renewal Area:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

#### AMENDMENT NO. 5

Amendment No. 5 did not add or remove land.

#### AMENDMENT NO. 6

Amendment No. 6 did not add or remove land.

#### AMENDMENT NO. 7 AREA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 2<sup>ND</sup> STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MCLEAN STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH MCLEAN STREET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HOLT STREET; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST HOLT STREET EXTENDED EASTERLY TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE AVENUE EXTENDED NORTHWESTERLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST MAPLE AVENUE TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 5<sup>TH</sup> STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 5<sup>TH</sup> STREET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST 5<sup>TH</sup> STREET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEST 5<sup>TH</sup> STREET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WAPELLO STREET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH WAPELLO STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 4<sup>TH</sup> STREET ALSO BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 4<sup>TH</sup> STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF KITTERMAN AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KITTERMAN AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET TO THE POINT OF BEGINNING. AFORESAID, ALL BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN, ALL IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

AMENDMENT NO. 8

Amendment No. 8 did not add or remove land.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

The City of Ottumwa, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also

may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 9 would add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 2 day of April, 2024.

Christina Reinhard

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City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 9, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 9 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 2<sup>nd</sup> day of April, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

ATTACH THE AMENDMENT  
Labeled AS EXHIBIT 1 HERE



# EXHIBIT 1

**AMENDMENT NO. 9**  
to the  
**WEST GATE ECONOMIC DEVELOPMENT  
URBAN RENEWAL PLAN**  
for the  
**WEST GATE ECONOMIC DEVELOPMENT  
URBAN RENEWAL AREA**  
  
**CITY OF OTTUMWA, IOWA**

**Adopted – May 1989**  
**Amendment No. 1 – July 1994**  
**Amendment No. 2 – May 2002**  
**Amendment No. 3 – November 2009**  
**Amendment No. 4 – August 2011**  
**Amendment No. 5 – March 2013**  
**Amendment No. 6 – March 2016**  
**Amendment No. 7 – October 2017**  
**Amendment No. 8 – May 2019**  
**Amendment No. 9 – May 2024**

**AMENDMENT NO. 9**  
**to the**  
**WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN**  
**for the**  
**WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA**  
**CITY OF OTTUMWA, IOWA**

**INTRODUCTION**

The West Gate Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”) was adopted in 1989 and amended in 1994, 2002, 2009, 2011, 2013, 2016, 2017, and 2019.

The Urban Renewal Plan is now being further amended to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 9 (“Amendment” or “Amendment No. 9”). No land is being added to or removed from the Urban Renewal Area by this Amendment. Accordingly, the previously established "base values" or "base valuations" of the original Urban Renewal Area and any subareas added by prior amendments to the Plan will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

**AREA DESIGNATION**

The Urban Renewal Area, as amended by this Amendment, continues to be a mixed blight and economic development (commercial/industrial/low and moderate income housing) area. This Amendment makes no change in the Area designation.

**DEVELOPMENT PLAN**

The City has a general plan for the physical development of the City as a whole outlined in Our Ottumwa 2040 Comprehensive Plan adopted in August 2020 and amended October 4, 2022. The Urban Renewal Plan, as amended, and the projects described in this Amendment No. 9, are in conformity with the goals, objectives, and overall policies identified in the Comprehensive Plan.

This Urban Renewal Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan, as amended. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

**PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

**ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 9)**

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Amendment include:

**1. City of Ottumwa’s Downtown Area Revitalization Grant Programs.** The City expects to continue to administer programs to encourage quality maintenance and redevelopment of the Downtown district. The Façade Grant Program, Loan Interest Credit Program, Commercial Paint Program, White Box Program, Roof Replacement Grant Program and Restaurant Equipment Program (collectively the “Programs”) are further explained in the City’s Downtown Development Guide (June 4, 1996) and the City’s Policy Statements related to the Programs last published in 2022, each of which may be updated from time to time. The Programs are key components of the City’s efforts to remediate blighting influences in the Area. The City anticipates funding the Programs with up to \$500,000 of City funds in Fiscal Years 2025 and 2026; with such funds being made available through a variety of City sources, including borrowing funds. The Programs may also be supported by pass-through funds from State or Federal programs in an amount approximated to be \$3,000,000 during the same time period. Any funds provided to private parties under the Programs will be provided pursuant to the terms of the Programs and an applicable grant agreement.

**2. Development Agreements.** The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$16,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$100,000

## FINANCIAL DATA

1.	July 1, 2023 constitutional debt limit:	\$59,996,000
2.	Current outstanding general obligation debt:	\$30,775,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 9) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$16,600,000  This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area, nor does it include pass-through funds from State or Federal programs.

## URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development or redevelopment consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all

the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

#### **EFFECTIVE PERIOD**

This Amendment No. 9 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

This Urban Renewal Area, and all subareas therein, has been designated as being appropriate for both blight remediation and economic development activities. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenues applies only to economic development area with no part containing slum or blighted conditions, and because the Urban Renewal Area, as amended, contains parts that are blighted, the Area is not subject to the 20-year limitation set forth in section 403.17(10). Therefore, notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the division of revenue in the Urban Renewal Area, as amended, has no sunset.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

#### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

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CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)



NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF OTTUMWA, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF IOWA

The City of Ottumwa, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on April 17, 2024, in the Temporary City Hall, Ottumwa Depot, 210 West Main, Ottumwa, Iowa concerning a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan for the West Gate Economic Development Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Community Development Director, or his delegate, as the designated representative of the City of Ottumwa, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 2 day of April, 2024.

Christina Reinhard

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City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Instructions for the Certificate of Mailing of Notices  
IMPORTANT

**All three of the following documents must be signed, dated and MAILED to the taxing entities and attached to the Certificate of Mailing of Notices that should be immediately returned to our office:**

- 1) The single page entitled "Notice of a Consultation" AND
- 2) The 5 page document entitled "Notice of Public Hearing" AND
- 3) The entire resolution with the Amendment attached. (The Notice of a Consultation and the Notice of Public Hearing will be repeated in this document, but you will need to **mail** all three of the documents to the affected taxing entities.)

Make sure to address the envelopes to the County and the public school district(s) in the Urban Renewal Area as follows:

"Board of Supervisors of Wapello County, c/o County Auditor"; and

"Ottumwa Community School District, c/o President or Secretary of the Board of Directors."

Note: If we don't receive this Certificate (with attachments) back ASAP after it is mailed, we will not be able to determine that the appropriate notices have been sent to start the Amendment process.

CERTIFICATE OF MAILING OF NOTICES OF  
CONSULTATION AND HEARING

I, the undersigned, City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, I caused there to be deposited and mailed in the United States mail at Ottumwa, Iowa, properly stamped and addressed, a copy of the following-described notices, each in the form attached hereto, to each school district, county or city, as applicable, which levied or certified for levy a property tax on any portion of the taxable property located within the West Gate Economic Development Urban Renewal Area, as amended by Amendment No. 9, in the fiscal year beginning prior to the calendar year in which the Amendment was submitted to the City Council for approval:

- 1) NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF OTTUMWA, STATE OF IOWA, AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF IOWA; AND
- 2) NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA.
- 3) RESOLUTION SETTING DATES FOR CONSULTATION AND PUBLIC HEARING WITH AMENDMENT ATTACHED AS EXHIBIT 1.

The affected taxing entities and their mailing addresses are as follows:

Ottumwa Community School District  
c/o Secretary or Board President

\_\_\_\_\_  
(Insert address)

Board of Supervisors of Wapello County  
c/o Wapello County Auditor

\_\_\_\_\_  
(Insert address)

Note: Community College is not an "affected taxing entity" as of 7/1/2012.

Note: The City has confirmed that the above school(s) and county(ies) are the only entities within the entire urban renewal area, as amended. If this is not correct, the notices and resolution must be sent to **all** schools and counties within the **entire** urban renewal area, as amended.

WITNESS my hand and the seal of the City at Ottumwa, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

**Attach copies of the items listed above, that were mailed to this Certificate and send the Certificate and attachments to Ahlers & Cooney, P.C.**

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(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 9 TO THE WEST GATE ECONOMIC  
DEVELOPMENT URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on May 7, 2024 in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, to consider adoption of a proposed Amendment No. 9 to the West Gate Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ottumwa, State of Iowa.

The Urban Renewal Area, as amended, contains the land generally legally described as follows:

ORIGINAL AREA

Being a part of Section 23, 24, 25, 26, T 72 N, R 14 W in the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows:

Beginning at the center of Sec. 23, T 72 N, R 14 W; Thence South along the North-South center line of Section 23 to the South Right-of-Way line of U.S. Highway 34; Thence West along the South Right-of-Way line of U.S. Highway 34 to the West Right-of-Way line of Wildwood Drive; Thence South along the West Right-of-Way line of Wildwood Drive to the South line of Richmond Avenue; Thence East along the South line of Richmond Avenue to the East line of Carlisle Street; Thence Northeasterly along the East line of Carlisle Street to the South Bank of the South Ottumwa Lagoon; Thence Northwest along the South bank of the Lagoon to the Easterly Right-of-Way line of Wapello Street; Thence Northeasterly along Wapello Street Right-of-Way line to the South line of U.S. Highways 63 and 34; thence West along said Right-of-Way line to the Westerly Right-of-Way line of U.S. Highway 63; Thence Northeasterly along the West line of U.S. Highway 63 to the center line of the Des Moines River Levee; Thence Northwesterly along the center line of the Levee to the West line of Clay Street; Thence Northeasterly along the West line of Clay Street to the South line of Main Street; Thence Northwest along the South line of Main Street to the Westerly line of Blackhawk Street; Thence along the Northwesterly and North Right-of-Way line of Blackhawk Street to the center of Section 23, T 72 N, R 14 W and the Point of Beginning.

AMENDMENT NO. 1 AREA

Beginning at the center of Sec. 23, T 72 N, R 14 W; thence east and northeasterly along the north right-of-way line of Blackhawk Street to the south line of Main Street; thence southeasterly along the south line of Main Street to the west line of Clay Street; thence southwesterly along the west line of Clay Street to the center line of the Des Moines River Levee; thence southeasterly along the centerline of the levee to the west line of U.S. Highway 63; thence southeasterly along the westerly right-of-way line of U.S. Highway 63 to the south line of U.S. Highways 63 and 34; thence southeasterly along the south line of U.S. Highways 63 and 34 to the easterly right-of-way line of Wapello Street; thence southwesterly along the easterly right-of-way line of Wapello Street to the south bank of the south Ottumwa Lagoon; thence southeast along the south bank of the lagoon to the east line of Carlisle Street; thence southwesterly along the east line of Carlisle Street to the

south line of Richmond; thence east along the south line of Richmond Avenue to the west line of Willard Street; thence south long the west line of Willard Street to the south right-of-way line of Vine Street; thence east and northeast along the south and southeasterly right-of-way line of Vine Street to the north right-of-way line of Second Street; thence northwesterly along the north right-of-way line to the easterly right-of-way line of Union Street; thence northeasterly along the right-of-way line of Union Street to the north right-of-way line of Fourth Street; thence northwesterly along said right-of-way line to the westerly right-of-way line of Kitterman Avenue; thence southwest along the said right-of-way line to the north right-of-way line of Second Street; thence northwesterly along said right-of-way line to the west corporate line; thence southeasterly and south along the west corporate line to the point of beginning.

#### AMENDMENT NO. 2 AREA

Commencing at the point of intersection between the center section line of Sec. 27-72-14 and the south right of way line of Highway US 34, thence southerly following the corporate limit line to Finley Avenue, thence easterly to Wildwood Drive, thence northerly to the south property line of residential property 921 Wildwood Drive, thence following the corporate limit line westerly to the southwest corner of said property, thence northerly 435 feet to the northwest corner of residential property 929 Wildwood Drive, thence easterly to the west right of way line of Wildwood, thence northerly to the southeast corner of the Team Duea property, thence westerly 317.75 feet to the southwest corner of said property, thence northerly 372.90 to the south right of way line of Highway US 34, thence westerly along said right of way line to the point of beginning.

The area excludes the Team Duea Property and the residential properties at 921 & 929 Wildwood Drive located in Wapello County. Included are the 5 acres west of the Team Duea Property previously annexed this year and the full rights of way of all streets forming the boundary.

Lots 1, 2, 3, 4 and 5 of Vaughn's Second Addition; Lot A (public right-of-way known as Vaughn Drive), and all of the public right-of-way of Quincy Avenue and U.S. Highway No. 34 contiguous to Vaughn's Second Addition.

NOTE: References in the legal description for the Amendment No. 2 Area to the "corporate limit line" refer to the corporate limit line existing in 2002, which is the year Amendment No. 2 to the Plan was adopted and approved.

#### AMENDMENT NO. 3 AREA

Commencing at the Northwesterly intersection of the Vine Street and Main Street Right of Way lines in the City of Ottumwa, Section 30, Township 72 North, Range 13 West, Wapello County, Iowa, and the Point Of Beginning, thence Easterly along the Northerly Right Of Way line of Main Street, continuing East across U.S. Highway 34 and following the North Right Of Way of Roemer Avenue to the Corporate City Limits; thence South along said Limits to the corner thereof; thence West to the corner thereof; thence South along said Limits through three small offsets to the East and continuing South to Brick Row; thence East along Brick Row to the corner thereof; thence South along said Limits to the Burlington Northern and Santa Fe Railroad; thence Northwesterly along said Railroad to the corner of said Limits; thence South along said Limits to Northerly bank of the Des Moines River; thence Southwesterly and Southerly along said river bank to the

existing Corporate Limits; thence West along said Limits to the Easterly Right Of Way of 120th Avenue/Walnut Avenue; thence North along the Easterly Right of Way line of 120th Avenue/Walnut Avenue to the corner of the Corporate Limits, thence West along said limits to the corner thereof; thence Southerly along said limits and the Des Moines River to an extension of the North Right of Way of Mary Street; thence West along said North line and the Corporate Limits to the westerly Right Of Way line of U.S. Highway 63, thence Northwesterly along said Right of Way line to the Northwesterly Right Of Way line of Vine Street, thence Northeasterly along said Right of Way line to the Point Of Beginning.

The urban renewal area includes the full Right of Way of all streets forming the boundary.

#### AMENDMENT NO. 4 AREA

DELETING the following area from the West Gate Economic Development Urban Renewal Area:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

#### AMENDMENT NO. 5

Amendment No. 5 did not add or remove land.

#### AMENDMENT NO. 6

Amendment No. 6 did not add or remove land.

#### AMENDMENT NO. 7 AREA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 2<sup>ND</sup> STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MCLEAN STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH MCLEAN STREET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HOLT STREET; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST HOLT STREET EXTENDED EASTERLY TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE AVENUE EXTENDED NORTHWESTERLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST MAPLE AVENUE TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 5<sup>TH</sup> STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 5<sup>TH</sup> STREET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST 5<sup>TH</sup> STREET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEST 5<sup>TH</sup> STREET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WAPELLO STREET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH WAPELLO STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 4<sup>TH</sup> STREET ALSO BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 4<sup>TH</sup> STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF KITTERMAN AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KITTERMAN AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2<sup>ND</sup> STREET TO THE POINT OF BEGINNING. AFORESAID, ALL BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN, ALL IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

AMENDMENT NO. 8

Amendment No. 8 did not add or remove land.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

The City of Ottumwa, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also



may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 9 would add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 2 day of April, 2024.

Christina Reinhard

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City Clerk, City of Ottumwa, State of Iowa

(End of Notice)



received

3-28-24 10:10A

Item No. I.-3.

revision

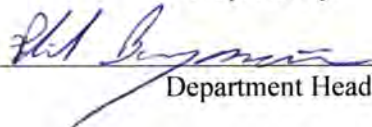
CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

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

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
  
\_\_\_\_\_  
Department Head

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

AGENDA TITLE: Resolution #85-2024. Approving payment of Invoice #CI-0018630 for IDOT  
Preconstruction Agreement No. 2021-6-092.

\*\*\*\*\*

**\*\*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 #85-2024.

DISCUSSION: Preconstruction Agreement No. 2021-6-092 between the IDOT and the City of Ottumwa was entered into on June 1, 2021. It authorized the IDOT to design, let, and construct improvements for the City of Ottumwa as part of their project to resurface on Iowa 149. In order for the IDOT to overlay the highway, the City owned and maintained return sections had to be adjusted to meet the new main line profile. The City had several options but the most cost effective method was to include the work as part of the IDOT contract.

Invoice #CI-0018630 in the amount of \$177,889.71 is for the work performed under the Agreement.

HMA returns were constructed at the following locations:

West Alta Vista (West side Iowa 149)

Angle Road (West side Iowa 149)

PCC returns were constructed at the following locations:

Bryan Road (West side Iowa 149)

Bonita (West side Iowa 149)

Bonita (East side Iowa 149)

Rochester (east side Iowa 149)

N. Court connector (West side Iowa 149)

N. Court connector (East side Iowa 149)

PCC patches were constructed at the following locations:

Rochester (West side Iowa 149)

Source of Funds: RU

Budgeted Item: NO

Budget Amendment Needed: Yes

RESOLUTION #85-2024

A RESOLUTION APPROVING PAYMENT OF INVOICE #CI-0018630 FOR IDOT PRECONSTRUCTION AGREEMENT NO. 2021-6-092 FOR HMA RESURFACING OF HWY 149 NORTH OF WEST WOODLAND AVE TO 1.1 MILE NORTH OF US HWY 63

WHEREAS, IDOT Preconstruction Agreement No. 2021-6-092 authorized IDOT to design, let and inspect construction of Hot Mix Asphalt (HMA) resurfacing on Iowa 149 from north of West Woodland Avenue in Ottumwa to 1.1 mile north of US Hwy 63; and

WHEREAS, The cost to the City of Ottumwa is \$177,889.71.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: Invoice #CI-0018630 in the amount of \$177,889.71 for the Agreement between the City of Ottumwa and Iowa DOT for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

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

Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010



INVOICE

Any questions call: 515-239-1072

Date	Invoice Number
11/21/2023	CI-0018630

Payment Terms	Due Date
Immediate	11/21/2023

COPY

<b>Bill To:</b> OTTUMWA, CITY OF 105 E 3RD ST. OTTUMWA, IA 52501 United States of America
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<b>Remit To:</b> Iowa Department of Transportation 800 Lincoln Way Ames, IA 50010 United States of America
--

Description: Billing Request (City fo Ottumwa) - HMA Resurfacing with Milling

Page 1 of 1

Quantity	Sales Item	Item Description	Price Each	Amount
0		Per Agreement #2021-6-092	0.00	177,889.71

<b>Net Amount:</b>	177,889.71
<b>Tax</b>	0.00
<b>Total Invoice Amount</b>	USD 177,889.71
<b>Total Amount Owed:</b>	177,889.71

DETACH AND RETURN WITH CASH/CHECK PAYMENT TO:

CASHIER OFFICE  
IOWA DEPARTMENT OF TRANSPORTATION  
800 LINCOLN WAY  
AMES, IA 50010

OTTUMWA, CITY OF

INVOICE NO: CI-0018630 AMOUNT ENCLOSED: \_\_\_\_\_

PLEASE WRITE YOUR INVOICE NUMBER ON YOUR CHECK



# Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

FieldManager 5.3a

Iowa Department of Transportation

Contract: 90-1491-090, HMA RESURFACING WITH MILLING

Project: 90-1491-090, 220419 088 CDJ

Category: 0001, P:Roadway Items - STP-149-1(90)--2C-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	CLEAR+GRUBB	2101-0850001		0.100 ACRE		0.100	0.100	100%	35,000.00000	\$3,500.00
0040	GRANULAR SHLD, TYPE B	2121-7425020		1,036.980 TON		2,146.970	2,146.970	207%	30.48000	\$65,439.64
0070	CLEAN+PREPARATION OF BASE	2212-0475095		9.880 MILE		9.880	9.880	100%	1,000.00000	\$9,880.00
0080	PATCH, FULL-DEPTH REPAIR	2212-5070310		1,063.100 SY		1,061.500	1,061.500	99%	163.00000	\$173,024.50
0090	PATCH BY COUNT (REPAIR)	2212-5070330		87.000 EACH		109.000	109.000	125%	152.00000	\$16,568.00
0100	EXCAVATION, CL 13, WIDEN	2213-2713300		26.700 CY		26.700	26.700	100%	12.33000	\$329.21
0130	BASE WIDENING, 6" HMA	2213-8201060		160.000 SY		160.000	160.000	100%	40.33000	\$6,452.80
0140	PAVT, SCARIFICATION	2214-5145150		102,464.800 SY		102,464.800	102,464.800	100%	2.04000	\$209,028.19
0150	HMA WEDGE/LEVEL/STRENGTH	2303-0001000		942.307 TON		817.370	817.370	87%	56.34000	\$46,050.63
0160	HMA INTERLAYER BASE, 3/8"	2303-0002380		5,811.371 TON		5,774.800	5,774.800	99%	56.37000	\$325,525.48
0170	HMA HT SURF, 1/2", FRIC L-3	2303-1043503		9,847.440 TON		9,847.440	9,847.440	100%	58.92000	\$580,211.17
0180	ASPH BINDER, PG 58-28H	2303-1258284		731.550 TON		731.550	731.550	100%	813.00000	\$594,750.15
0190	ASPH BINDER, PG 58-34E	2303-1258346		435.853 TON		459.690	459.690	105%	913.00000	\$419,696.97
0200	HMA PAVT SAMPLE	2303-6911000		1.000 LS		1.000	1.000	100%	5,000.00000	\$5,000.00
0210	PAY ADJ ID-HMA MIXTURE LABORATORY VOIDS	2303-7000610		16,103.860 EACH		22,666.530	22,666.530	141%	1.00000	\$22,666.53
0220	PAY ADJ ID-HMA MIXTURE FIELD VOIDS	2303-7000620		16,103.860 EACH		19,361.220	19,361.220	120%	1.00000	\$19,361.22
0230	PAY ADJ ID-HMA PAVT SMOOTHNESS	2317-7000120		135,419.250 EACH		135,419.250	135,419.250	100%	1.00000	\$135,419.25
0280	MANHOLE ADJUSTMENT, MINOR	2435-0600010		14.000 EACH		13.000	13.000	93%	2,500.00000	\$32,500.00
0300	LOOP DETECTOR (ADD/RPLCMNT TO EXIST SYS)	2525-0000200		10.000 EACH		0.000	0.000		2,000.00000	
0310	CONSTRUCTION SURVEY	2526-8285000		1.000 LS		1.000	1.000	100%	10,000.00000	\$10,000.00
0320	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109		2,728.380 STA		1,988.310	1,988.310	73%	16.00000	\$35,789.58
0330	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	2527-9263137		4.000 EACH		6.000	6.000	150%	150.00000	\$900.00
0340	TRAFFIC CONTROL	2528-8445110		1.000 LS		1.000	1.000	100%	52,500.00000	\$52,500.00
0350	FLAGGER	2528-8445113		50.000 EACH		103.000	103.000	206%	540.00000	\$55,920.00
0360	PILOT CAR	2528-8445115		25.000 EACH		4.000	4.000	16%	805.00000	\$3,220.00
0370	CD JNT ASSEMBLY	2529-2242304		25.000 EACH		6.000	6.000	24%	170.00000	\$1,020.00

Contract: 90-1491-090

Estimate: 21

Page 1 of 7



# Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

Iowa Department of Transportation

FieldManager 5.3a

Project: 90-1491-090, 220419 088 CDJ

Category: 0001, P:Roadway Items - STP-149-1(90)--2C-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0380	PATCH, FULL-DEPTH FINISH, BY AREA	2529-5070110	126.000	SY		141.200	141.200	112%	138.00000	\$19,485.60
0390	PATCH FULL-DEPTH FINISH, BY AREA(=>50 FT)	2529-5070111	230.000	SY		0.000			138.00000	
0400	PATCH, FULL-DEPTH FINISH, BY COUNT	2529-5070120	18.000	EACH		16.000	16.000	89%	152.00000	\$2,432.00
0410	SUBBASE, (PATCH)	2529-8174010	140.000	SY		0.000			15.00000	
0420	PATCH SUBDRAIN	2529-8174050	1.000	EACH		0.000			300.00000	
0430	MOBILIZATION	2533-4980005	1.000	LS		1.000			46,500.00000	\$46,500.00
0825	(EACH ITEM) Price Adjustment, Non-Compliance	2599-9999005	-1.000	EACH		-1.000	-1.000	100%	2,497.60000	-\$2,497.60
0830	EWO/GOLD WEATHER PAVING	6100-2303012	10,216.280	TON		10,216.280	10,216.280	100%	2.00000	\$20,432.56
<b>Subtotal for Category 0001:</b>										<b>2910805.88</b>

Category: 0002, P:Roadway Items - STP-149-1(90)--2C-90 Division 2

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0020	EMBANKMENT-IN-PLACE	2102-2625000	13.000	CY		13.000	13.000	100%	175.00000	\$2,275.00
0030	EXCAVATION, CL 13, WASTE	2102-2713090	18.100	CY		18.100	18.100	100%	97.25000	\$1,760.23
0040	GRANULAR SHLD, TYPE B	2121-7425020	1,326.500	TON		2,352.660	2,352.660	177%	30.48000	\$71,709.07
0050	RESHAPING DITCH	2125-2225050	0.300	STA		0.300	0.300	100%	13,500.00000	\$4,050.00
0080	PATCH, FULL-DEPTH REPAIR	2212-5070310	193.200	SY		151.100	151.100	78%	163.00000	\$24,629.30
0090	PATCH BY COUNT (REPAIR)	2212-5070330	25.000	EACH		21.000	21.000	84%	152.00000	\$3,192.00
0100	EXCAVATION, CL 13, WIDEN	2213-2713300	1,088.100	CY		1,088.100	1,088.100	100%	12.33000	\$13,416.27
0110	BASE WIDENING, 3" HMA	2213-8201030	6,971.100	SY		6,971.100	6,971.100	100%	19.18000	\$133,705.70
0120	BASE WIDENING, 4" HMA	2213-8201040	617.800	SY		617.800	617.800	100%	25.58000	\$15,803.32
0140	PAVT, SCARIFICATION	2214-5145150	55,291.700	SY		55,291.700	55,291.700	100%	2.04000	\$112,795.07
0150	HMA WEDGELEVEL/STRENGTH	2303-0001000	4,387.013	TON		3,708.950	3,708.950	85%	56.34000	\$208,962.24
0160	HMA INTERLAYER BASE, 3/8"	2303-0002380	3,199.322	TON		3,216.400	3,216.400	101%	56.37000	\$181,308.47
0170	HMA HT SURF, 1/2", FRIC L-3	2303-1043503	6,667.750	TON		6,667.750	6,667.750	100%	58.92000	\$392,863.83

Contract: 90-1491-090

Estimate: 21

Page 2 of 7



### Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

Iowa Department of Transportation

FieldManager 5.3a

Project: 90-1491-090, 220419 088 CDJ

Category: 0002, P:Roadway Items - STP-149-1(90)--2C-90 Division 2

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0180	ASPH BINDER, PG 58-28H	2303-1258284	485.170	TON		485.170	485.170	100%	813.00000	\$394,443.21
0190	ASPH BINDER, PG 58-34E	2303-1258346	239.949	TON		252.390	252.390	105%	913.00000	\$230,432.07
0240	EXCAVATION, CL 20, RDWY PIPE CULV	2402-2720100	20.000	CY		20.000	20.000	100%	350.00000	\$7,000.00
0250	RMV+REINSTALL CONC PIPE APRON LE 36"	2416-0101036		EACH	2.000	2.000	2.000	100%	3,500.00000	\$7,000.00
0260	RMV+REINSTALL CONC PIPE APRON GT 36"	2416-0101136		EACH	1.000	1.000	1.000	100%	8,500.00000	\$8,500.00
0270	RMV+REINSTALL RIGID PIPE CULV GT 36"	2416-1541136		LF	16.000	22.000	22.000	138%	535.00000	\$11,770.00
0290	FLOWABLE MORTAR	2506-4984000		CY	10.000	16.000	16.000	160%	450.00000	\$7,200.00
0320	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	1,682.880	STA		1,404.020	1,404.020	83%	18.00000	\$25,272.36
0440	MILLED SHLD RUMBLE STRIP, HMA SURF	2548-0000100	246.300	STA		246.300	246.300	100%	30.00000	\$7,389.00
0450	ASPH EMULSION-FOG SEAL(SHLD RUMBLE STRIP	2548-0000110	114.600	GAL		267.000	267.000	233%	10.00000	\$2,670.00
0460	(STATIONS' ITEM) SHOULDER CONSTRUCTION, GRANULAR	2599-9999017	108.400	STA		108.400	108.400	100%	75.00000	\$8,130.00
0830	EWO/COLD WEATHER PAVING	6100-2303012	7,685.530	TON		7,685.530	7,685.530	100%	2.00000	\$15,371.06
<b>Subtotal for Category 0002:</b>										<b>1891648.20</b>

Category: 0003, N:Roadway Items - STP-149-1(90)--2C-90 Division 3

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0030	EXCAVATION, CL 13, WASTE	2102-2713090	48.300	CY		48.300	48.300	100%	97.25000	\$4,697.18
0050	PAVED SHLD, HMA, 9"	2122-5900090	193.000	SY		193.000	193.000	100%	104.62000	\$20,191.66
0140	PAVT, SCARIFICATION	2214-5145150	165.000	SY		165.000	165.000	100%	2.04000	\$336.60
0170	HMA HT SURF, 1/2", FRIC L-3	2303-1043503	105.923	TON		215.940	215.940	204%	58.92000	\$12,723.19
0180	ASPH BINDER, PG 58-28H	2303-1258284	6.355	TON		10.500	10.500	165%	813.00000	\$8,536.50
0320	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	3.600	STA		3.840	3.840	107%	18.00000	\$69.12

Contract: 90-1491-090

Estimate: 21

Page 3 of 7





# Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

FieldManager 5.3a

Iowa Department of Transportation

Project: 90-1491-090, 220419 088 CDJ

Category: 0003, N:Roadway Items - STP-149-1(90)--2C-90 Division 3 Wapello County Funding, per Agreement No. 2021-C-075

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0350	FLAGGER	2528-8445113	20.000	EACH		0.000			540.00000	
0830	EWO/COLD WEATHER PAVING	6100-2303012	215.940	TON		215.940	215.940	100%	2.00000	\$431.88
<b>Subtotal for Category 0003:</b>										<b>46986.13</b>

Category: 0004, N:Roadway Items - STP-149-1(90)--2C-90 Division 4 City of Ottumwa Funding, per Agreement No. 2021-6-092

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0140	PAVT, SCARIFICATION	2214-5145150	205.000	SY		205.000	205.000	100%	2.04000	\$418.20
0160	HMA INTERLAYER BASE, 3/8"	2303-0002380	9.840	TON		0.000			56.37000	
0170	HMA HT SURF, 1/2", FRIC L-3	2303-1043503	171.618	TON		17.180	17.180	10%	58.92000	\$1,012.25
0180	ASPH BINDER, PG 58-28H	2303-1258284	10.297	TON		0.980	0.980	10%	813.00000	\$796.74
0190	ASPH BINDER, PG 58-34E	2303-1258346	0.738	TON		0.000			913.00000	
0320	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	8.400	STA		11.220	11.220	134%	18.00000	\$201.96
0350	FLAGGER	2528-8445113	20.000	EACH		0.000			540.00000	
0370	CD JNT ASSEMBLY	2529-2242304	14.000	EACH		24.000	24.000	171%	170.00000	\$4,080.00
0380	PATCH, FULL-DEPTH FINISH, BY AREA	2529-5070110	1,211.900	SY		1,211.900	1,211.900	100%	138.00000	\$167,242.20
0390	PATCH, FULL-DEPTH FINISH, BY AREA(>=50 FT)	2529-5070111	80.000	SY		0.000			138.00000	
0400	PATCH, FULL-DEPTH FINISH, BY COUNT	2529-5070120	8.000	EACH		27.000	27.000	338%	152.00000	\$4,104.00
0830	EWO/COLD WEATHER PAVING	6100-2303012	17.180	TON		17.180	17.180	100%	2.00000	\$34.36
<b>Subtotal for Category 0004:</b>										<b>177889.71</b>

Contract: 90-1491-090

Estimate: 21

Page 4 of 7



### Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

FieldManager 5.3a

Iowa Department of Transportation

Project: 90-1491-090, 220419 088 CDJ

Category: 0005, N:Deliver and Stockpile - STP-149-1(90)--2C-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0470	CONTRACTOR STOCKPILED SHLD MATL	2128-0000200	9,396.352	TON		9,400.690	9,400.690	100%	23.30000	\$219,036.07
0480	DELIVER + STOCKPILE SALVAGED MATERIAL	2555-0000010		LS	1.000	1,000	1,000	100%	250.00000	\$250.00
<b>Subtotal for Category 0005:</b>										<b>219286.07</b>

Category: 0006, P:Roadside Items - STP-149-1(90)--2C-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0490	ENGINEER FABRIC	2507-3250005	86.700	SY		126.100	126.100	145%	7.00000	\$882.70
0500	EROSION STONE	2507-8029000	93.800	TON		104.320	104.320	111%	50.00000	\$5,216.00
0510	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 12"	2602-0000312	3,325.000	LF		700.000	700.000	21%	3.50000	\$2,450.00
0520	RMVL OF PER+SLOPE/DITCH CHK SED CNTL DEV	2602-0000351	3,325.000	LF		700.000	700.000	21%	0.25000	\$175.00
<b>Subtotal for Category 0006:</b>										<b>8723.70</b>
<b>Subtotal for Project 90-1491-090:</b>										<b>5256339.69</b>

Project: 90-1491-091, 220419 087 CDJ

Category: 0001, P:Roadway Items - HSIPX-149-1(91)--3L-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0530	EMBANKMENT-IN-PLACE	2102-2625000	963.000	CY		963.000	963.000	100%	38.00000	\$36,594.00
0540	EXCAVATION, CL 13, WASTE	2102-2713090	156.800	CY		156.800	156.800	100%	64.08000	\$10,047.74
0550	TOPSOIL, FURN+SPREAD	2105-8425005	354.800	CY		354.800	354.800	100%	75.00000	\$26,610.00
0560	GRANULAR SHLD, TYPE B	2121-7426020	716.940	TON		1,732.840	1,732.840	242%	31.27000	\$54,185.91
0570	PAVED SHLD, HMA, 9"	2122-5500090	562.200	SY		562.200	562.200	100%	104.62000	\$58,817.37

Contract: 90-1491-090

Estimate: 21

Page 5 of 7



## Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

FieldManager 5.3a

Iowa Department of Transportation

Project: 90-1491-091, 220419 087 CDJ

Category: 0001, P:Roadway Items - HSIPX-149-1(91)--3L-90

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0580	EXCAVATION, CL 13, WIDEN	2213-2713300	893.300	CY		893.300	893.300	100%	15.25000	\$13,622.83
0590	BASE WIDENING, 3" HMA	2213-8201030	2,585.600	SY		2,585.600	2,585.600	100%	19.18000	\$49,591.81
0600	BASE WIDENING, 4" HMA	2213-8201040	3,205.300	SY		3,205.300	3,205.300	100%	25.58000	\$81,991.57
0610	PAVT, SCARIFICATION	2214-5145150	3,178.900	SY		3,178.900	3,178.900	100%	3.28000	\$10,426.79
0620	HMA WEDGE/LEVEL/STRENGTH	2303-0001000	376.518	TON		246.860	246.860	66%	56.34000	\$13,908.09
0630	HMA INTERLAYER BASE, 3/8"	2303-0002380	532.938	TON		466.370	466.370	88%	56.37000	\$26,289.28
0640	HMA HT SURF, 1/2", FRIC L-3	2303-1043503	799.408	TON		917.150	917.150	115%	58.92000	\$54,038.48
0650	ASPH BINDER, PG 58-28H	2303-1258284	70.555	TON		71.400	71.400	101%	813.00000	\$58,048.20
0660	ASPH BINDER, PG 58-34E	2303-1258346	39.970	TON		37.000	37.000	93%	913.00000	\$33,781.00
0670	RMVL OF STEEL BEAM G'RAIL	2505-4008120	735.000	LF		735.000	735.000	100%	5.00000	\$3,675.00
0680	STEEL BEAM G'RAIL	2505-4008300	375.000	LF		424.000	424.000	113%	35.00000	\$14,840.00
0690	STEEL BEAM G'RAIL BAR TRANS SECT, BA-201	2505-4008410	4.000	EACH		4.000	4.000	100%	2,600.00000	\$10,400.00
0700	G'RAIL, SPECIAL ANCHOR SECTION	2505-4020580	2.000	EACH		2.000	2.000	100%	3,200.00000	\$6,400.00
0710	STEEL BEAM G'RAIL END ANCHOR, BOLTED	2505-4021010	4.000	EACH		4.000	4.000	100%	200.00000	\$800.00
0720	STEEL BEAM G'RAIL TGNT END TERM, BA-205	2505-4021720	2.000	EACH		2.000	2.000	100%	3,000.00000	\$6,000.00
0730	STEEL BEAM G'RAIL FLRD END TERM, BA-206	2505-4021721	2.000	EACH		2.000	2.000	100%	3,000.00000	\$6,000.00
0740	HIGH TENSION CABLE G'RAIL	2505-6000111	880.000	LF		880.000	880.000	100%	30.00000	\$26,400.00
0750	HIGH TENSION CABLE G'RAIL, END ANCHOR	2505-6000121	2.000	EACH		2.000	2.000	100%	2,300.00000	\$4,600.00
0760	HIGH TENSION CABLE G'RAIL, SPARE PART KIT	2505-6000131	2.000	EACH		2.000	2.000	100%	2,100.00000	\$4,200.00
0770	TRAFFIC CONTROL	2528-8445110	1.000	LS		1.000	1.000	100%	19,500.00000	\$19,500.00
0780	FLAGGER	2528-8445113	35.000	EACH		0.000			540.00000	
0790	PILOT CAR	2528-8445115	20.000	EACH		0.000			805.00000	
0800	MOBILIZATION	2533-4980005	1.000	LS		1.000			31,000.00000	\$31,000.00
0835	EWO/COLD WEATHER PAVING	6100-2303012	1,014.500	TON		1,014.500	1,014.500	100%	2.00000	\$2,029.00
<b>Subtotal for Category 0001:</b>										<b>683797.07</b>

Contract: 90-1491-090

Estimate: 21

Page 6 of 7



### Construction Pay Estimate Amount Balance Report

Estimate: 21

11/13/2023 1:57 PM

FieldManager 5.3a

Iowa Department of Transportation

Project: 90-1491-091, 220419 087 CDJ

Category: 0002, P: Roadway Items - HSIPX-149-1(91)--3L-90 Division 2 (Rural)

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0540	EXCAVATION, CL 13, WASTE	2102-2713090	16.600	CY		16.600	16.600	100%	64.08000	\$1,063.73
0580	GRANULAR SHLD, TYPE B	2121-7425020	595.385	TON		1,116.590	1,116.590	188%	31.27000	\$34,915.77
0580	EXCAVATION, CL 13, WIDEN	2213-2713300	459.100	CY		459.100	459.100	100%	15.25000	\$7,001.28
0590	BASE WIDENING, 3" HMA	2213-8201030	2,060.000	SY		2,060.000	2,060.000	100%	19.18000	\$39,510.80
0600	BASE WIDENING, 4" HMA	2213-8201040	1,037.800	SY		1,037.800	1,037.800	100%	25.58000	\$26,546.92
0610	PAVT, SCARIFICATION	2214-5145150	1,876.700	SY		1,876.900	1,876.900	100%	3.28000	\$6,156.24
0620	HMA WEDGE/LEVEL/STRENGTH	2303-0001000	263.649	TON		193.850	193.850	74%	56.34000	\$10,921.51
0630	HMA INTERLAYER BASE, 3/8"	2303-0002380	287.927	TON		270.980	270.980	94%	56.37000	\$15,275.14
0640	HMA HT SURF, 1/2", FRIC L-3	2303-1043503	431.891	TON		487.300	487.300	113%	58.92000	\$28,711.72
0650	ASPH BINDER, PG 58-28H	2303-1258284	41.732	TON		33.300	33.300	80%	813.00000	\$27,072.90
0660	ASPH BINDER, PG 58-34E	2303-1258346	20.336	TON		21.240	21.240	104%	913.00000	\$19,392.12
0810	MILLED SHLD RUMBLE STRIP, HMA SURF	2548-0000100	105.400	STA		105.400	105.400	100%	30.00000	\$3,162.00
0820	ASPH EMULSION-FOG SEAL(SHLD RUMBLE STRIP	2548-0000110	114.600	GAL		114.600	114.600	100%	10.00000	\$1,146.00
0835	EWO/COLD WEATHER PAVING	6100-2303012	569.830	TON		569.830	569.830	100%	2.00000	\$1,139.66

Subtotal for Category 0002: 222015.79

Subtotal for Project 90-1491-091: 885812.86

Percentage of Contract Completed(curr): 99%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$0.00

Total Amount Earned To Date: \$6,141,152.55



# Construction Pay Estimate Report

**Contract: 90-1491-090, HMA RESURFACING WITH MILLING**

<b>Estimate No.</b> 21	<b>Estimate Date</b> 11/13/2023	<b>Entered By</b> Sarah I Sandy	<b>Estimate Type</b> FINAL	<b>Managing Office</b> Chariton RCE
<b>All Contract Work Completed</b> 7/24/2023	<b>Construction Started Date</b> 5/23/2022	<b>Prime Contractor</b> NORRIS ASPHALT PAVING CO., LC PO BOX 695 P.O. BOX 695 OTTUMWA IA 52501		
<b>Comments</b> Retainage \$30,000.00				

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
90-1491-090, 220419 088 CDJ	0021	\$0.00	\$0.00	\$0.00
90-1491-091, 220419 087 CDJ	0011	\$0.00	\$0.00	\$0.00
<b>Total Estimated Payment:</b>				<b>\$0.00</b>
(Does not include liquidated damages, retainage, and central office autopay items)				

### Estimate Certification

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

NORRIS ASPHALT PAVING CO., LC	(Date)
Recommended by Project Engineer	(Date)
Approved by District Construction Engineer or designee	(Date)

# Doc Express® Document Signing History

Contract: 90-1491-090 Document: Final Voucher

Date	Signed By
11/13/2023	Jill Denniston Norris Asphalt & Paving Co., LC Electronic Signature (Signed by Contractor)
11/13/2023	Liz Finarty Iowa DOT Electronic Signature (Signed by Resident Engineer or designee)
11/14/2023	Darrick Bielser Iowa DOT Electronic Signature (Signed by District Construction Engineer or designee)

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	<u>Wapello</u>
City	<u>Ottumwa</u>
Project No.	<u>STP-149-1(90)--2C-90; HSIPX-149-1(91)- -3L-90</u>
Iowa DOT Agreement No.	<u>2021-6-092</u>
Staff Action No.	<u>21-0645</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Ottumwa, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 149 within Wapello County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing on Iowa 149 from north of West Woodland Avenue in Ottumwa to 1.1 mile north of U.S. 63.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. HMA Paved fillets will be constructed at the following locations (see Exhibit A-1, A-2, A-3):

- (a) West Alta Vista, (West side Iowa 149)
- (b) North Court West, (East side Iowa 149)
- (c) North Court East, (East Side Iowa 149)
- (d) Angle Road, (West side Iowa 149)

- ii. PCC patching will be constructed at the following locations (see Exhibit A-1, A-2, A-3):

- (a) North Court West, (West side Iowa 149)
- (b) Bonita, (West side Iowa 149)
- (c) Bonita, (East Side Iowa 149)
- (d) Rochester, (West Side Iowa 149)
- (e) North Court Connectors, (West side Iowa 149)
- (f) North Court Connectors, (East side Iowa 149)
- (g) Rochester, (West side Iowa 149)

July 2014

## **2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$ 69,000, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. Iowa 149 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

## **4. Right of Way and Permits**

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.



**5. Construction & Maintenance**

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

**6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-6-092 as of the date shown opposite its signature below.

CITY OF OTTUMWA:

By: Tom X. Lazio Date June 1, 2021  
Title: Mayor

I, Christina Reinhard, certify that I am the Clerk of the City, and that  
Tom X. Lazio, who signed said Agreement for and on behalf of  
the City was duly authorized to execute the same on the 1st day of June, 2021.

Signed: Christina Reinhard  
City Clerk of Ottumwa, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: Bob Younie Date 7-28-2021, 20    
Bob Younie  
Interim District Engineer  
District 5

# Location Map

# EXHIBIT A-1

## City of Ottumwa side street LOCATION MAP

12-17-2020

FY 22 3R Proj. STP-149-1(90)-2C-90 and HSPK-149-1(91)-2C-90 PIN 21-90-149-010  
 la Hwy 149 300 ft. North of Woodland to 1.1 mi. north of Iowa 163  
 Patching and Hot Mix Asphalt Resurfacing Locations

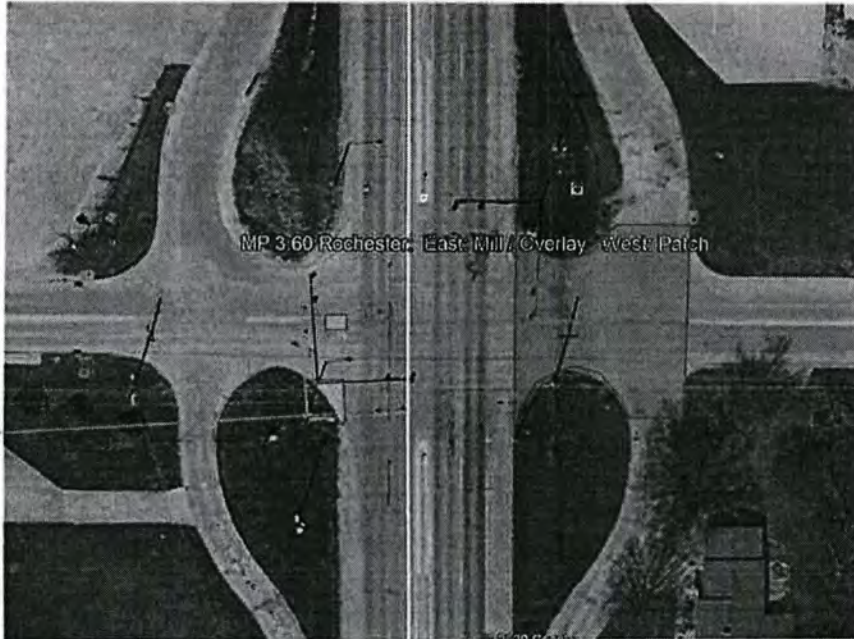


pw:\ntPw\nt1.dot.int.lan.PWMain\Documents\Projects\9014901021\DistrictDesign\DOCS\City or County Participation\City of Ottumwa\Estimate\la 149 (90) - side road paving City Ottumwa - 12-17-20.xls

# Side street PCC patching and HMA overlay locations

# EXHIBIT A-2

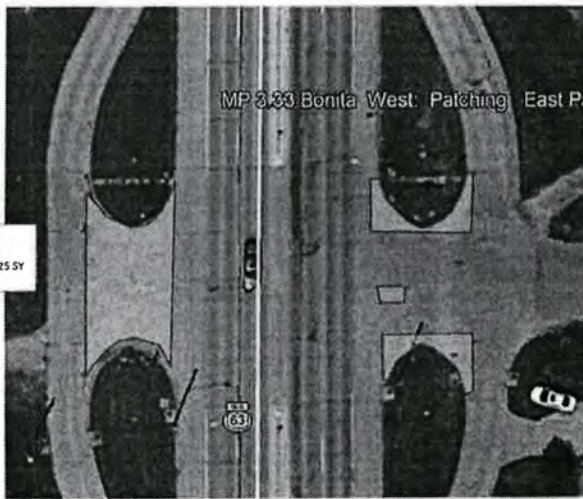
City of Ottumwa side street locations, limits of construction 12-17-2020  
 FY'22 BR Proj. STP-149-1(90)-2C-90 and HSI/PK-149-1(91)-2C-90 PIN 21-90-149-010  
 Ia Hwy 149 300 ft North of Woodland to 1.1 mi north of Iowa 163  
 Patching and Hot Mix Asphalt Resurfacing Locations



PCC Patching  
 6 ft x 6 ft = 4 SY  
 .5 x 12 x 15 = 10 SY

Provide Positive  
 Drainage

HMA mill and overlay  
 approx. 75 ft long x 65 ft  
 wide



West:  
 Approx. area PCC patching  
 37 ft wide x 30 ft long = 125 SY

East:  
 Approx. area PCC patching  
 very wide (say 10 ft) x 35 long = 40 SY  
 5 ft wide x 10 ft long = 6 SY  
 very wide (say 10 ft) x 30 long = 35 SY

# Side street PCC patching and HMA overlay locations cont'd

# EXHIBIT A-3

City of Ottumwa side street locations, limits of construction 12-17-2020  
FY '22 3R Proj. STP-149-1(90)--2C-90 and HSPK-149-1(91)--2C-90 PIN 21-90-149-010  
1a. Hwy 149 300 ft. North of Woodland to 1.1 mi. north of Iowa 163  
Patching and Hot Mix Asphalt Resurfacing Locations



PCC patch  
12' long x 60 ft wide = 80 SF

HMA overlay, Mill runoff joints  
242' long x 78' wide



HMA mill and overlay  
44 ft wide x 35 ft long





received  
3-28-24 10:10A

Item No. I.-4.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: April 2, 2024

Engineering Department  
Department

Phillip Burgmeier  
Prepared By  
*Phil Burgmeier*  
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #86-2024. Authorizing the Mayor to execute a Permanent Utility Easement Agreement for Construction and Maintenance of Public Improvements for the South Milner St. Reconstruction Project (Portafield to Hand).

\*\*\*\*\*  
 **\*\*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 #86-2024.

DISCUSSION: The project will consist of full width, full depth reconstruction of South Milner Street from West Hand Avenue to Portafield Street. The project will include the installation of new storm sewer system to separate the existing combined system.

The attached easement is necessary for future maintenance of a storm sewer and will run concurrent with the land.

Funding: \$1,240,000.00



RESOLUTION #86-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT UTILITY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC IMPROVEMENTS FOR THE SOUTH MILNER STREET PROJECT (PORTAFIELD TO HAND)

WHEREAS, This project will consist of full width, full depth reconstruction of South Milner Street from West Hand Avenue to Portafield Street. The project will include the installation of new storm sewer system to separate the existing combined system.

WHEREAS, This resolution will authorize the Mayor to sign the permanent utility easement with the property owner for construction and maintenance of public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the Permanent Utility Easement Agreement for Construction and Maintenance of Public Improvements for reconstruction of South Milner Street from West Hand Avenue to Portafield Street.

APPROVED, PASSED, AND ADOPTED, this 2<sup>nd</sup> day of April 2024.

CITY OF OTTUMWA, IOWA

---

Richard W. Johnson, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

---

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Ingle, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA  
PERMANENT UTILITY EASEMENT AGREEMENT FOR CONSTRUCTION AND  
MAINTENANCE OF PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Terry L. and Lori L. Nichols**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a Permanent Utility Easement for the right of access, on, over, under, through and across the land as follows for the purpose of maintaining a storm sewer, together with necessary appurtenances thereto:

**Part of Lot Four (4) in M.J. Williams Sixth Addition to the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows:**

**Beginning at the Southwest corner of the South One-Third of said Lot Four (4) in M.J. Williams Sixth Addition of the City of Ottumwa, Wapello County, Iowa; Thence N 00°43'5921" W 18 Feet along the West line of said Lot 4; Thence S 67°31'26" E 45.69 feet along the Southwesterly line of an existing Permanent Storm Drainage Easement as shown on a plot of survey filed in Book 2-B on at page 164 in the Wapello County Recorder's Office; Thence S 89°16'39" West 42.00 feet along the South line of said Lot 4 to the Point of Beginning, containing 378 square feet.**

**Said easement contains 378 sq.ft. and subject to easements and restrictions of record.**

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The Permanent Utility Easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

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

X. Entire Agreement

This writing, consisting of (four (4) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This Easement Agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**CITY OF OTTUMWA, IOWA**

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

Attest: \_\_\_\_\_  
Chris Reinhard, City Clerk

STATE OF IOWA )  
 ) SS:  
WAPELLO COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ Adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Wapello County, Iowa

Signed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**PROPERTY OWNER:**

By: Terry Nichols  
Terry L Nichols

By: Lori L Nichols  
Lori L Nichols

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

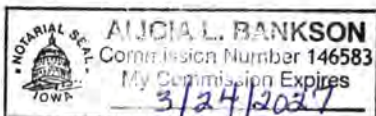
On this 14th day of March 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry L. Nichols and Lori L. Nichols to me personally known, or \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

**CAPACITY CLAIMED BY SIGNER:**

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Corporate Seal is affixed
- \_\_\_\_\_ No Corporate Seal procured
- \_\_\_\_\_ PARTNER(S):
- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ General Partnership
- \_\_\_\_\_ ATTORNEY-IN-FACT
- \_\_\_\_\_ EXECUTOR(S),
- \_\_\_\_\_ ADMINISTRATOR(S),
- \_\_\_\_\_ or TRUSTEE(S)
- \_\_\_\_\_ GUARDIAN(S)
- \_\_\_\_\_ or CONSERVATOR(S)
- \_\_\_\_\_ OTHER: \_\_\_\_\_

(NOTARY SEAL) \_\_\_\_\_

(Sign in ink) Alicia L. Bankson  
(Print/type name) Alicia L. Bankson  
Notary Public in and for the State of Iowa



received  
3-28-24 8Am

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 2, 2024

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

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

AGENDA TITLE: Resolution No. 89-2024: A Resolution in Support of the Proposed Terms to be Included a Development Agreement by and Between the City of Ottumwa and CBC Financial Corporation

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 89-2024.

DISCUSSION: CBC Financial is submitting an application for Low Income Housing Tax Credits for the property at 608 E Williams, the former Agassiz Elementary School. This project will include a historic rehabilitation of the existing Agassiz school building as well as the construction of an additional building on the site. The total cost of construction is expected to exceed \$10 million and result in a total of 40 new units.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

The LIHTC program is a competitive program funded by federal Housing and Urban Development funds which is the largest national program for creating new affordable housing. Housing would be available at a subsidized rate to families earning between 40% and 60% of area median income. CBC Financial was awarded a 2022 credit for the ongoing Asbury and Sherwood townhome project and has substantial experience with this program.

The LIHTC scoring is highly competitive and requires participation from the community. The project is consistent with the goals of the Ottumwa Housing Plan. Agassiz school is the first landmark on the south side of Ottumwa to be listed on the National Register of Historic Places and the rehabilitation of this building would also be a priority for historic preservation in Ottumwa.

This resolution is a resolution of support to be included with the LIHTC application which is due in April. It states the City's support for the project and proposes that the support for the development from the City could be in the form of Tax Increment Financing Rebates from the Agassiz Urban Renewal Area for 80% of the total tax increment for 15 years, not to exceed \$450,000.

At this time, this resolution only proposes that level of support. That would be conditioned on the legislative process and a public hearing should the LIHTC be awarded for this project.

RESOLUTION NO. 89-2024

A RESOLUTION IN SUPPORT OF THE PROPOSED TERMS TO  
BE INCLUDED IN A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF OTTUMWA, IOWA AND CBC  
FINANCIAL CORPORATION

WHEREAS, in 2019, the City of Ottumwa, Iowa (the “City”) adopted the Agassiz Urban Renewal Plan for the Agassiz Urban Renewal Area to promote the redevelopment of the Agassiz school building through an adaptive reuse and rehabilitation project that would convert the building to a multi-residential use (the “Project”); and

WHEREAS, the developer proposing to undertake the Project, CBC Financial Corporation (“Developer”), intends to apply for Low Income Housing Tax Credits for the Project; and

WHEREAS, the City is supportive of the Project and willing to provide a local match for the Project (the “Economic Development Grants”), pursuant to terms and conditions that would be set forth in a development agreement with the Developer (the “Development Agreement”), as further described in this Resolution.

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

Section 1: That the City proposes to support the Project as follows, contingent on the conditions in Section 2:

1. The payment of up to fifteen (15) annual Economic Development Grants to Developer, each in an amount equal to 80% of the incremental property tax revenues created by the Project’s improvements and are collected by the City pursuant to Iowa Code Section 403.19 (the “Tax Increments”).
2. The aggregate amount of Economic Development Grants paid to Developer shall not exceed the lesser of: (i) \$450,000, or (ii) the sum of 80% of the available Tax Increments in each year that Developer is eligible for an Economic Development Grant payment. (Note that the Economic Development Grants shall be made solely from the incremental property tax revenue produced by the Project, and that the actual amount of incremental taxes granted to Developer as rebates is dependent on the assessed value of the completed development, tax rates, tax laws, tax payments, and other factors; depending on these variables, the aggregate Economic Development Grants to the Developer may not reach the stated maximum.)
3. The payment of Economic Development Grants shall cease on the earlier of: (i) Developer has received the aggregate maximum amount of Economic Development Grants; (ii) when fifteen (15) annual Economic Development

Grants have been paid; or (iii) the Development Agreement is terminated under its terms.

4. Payment of the Economic Development Grants will be subject to annual appropriation and will be subject to additional terms and conditions to be stated in the Development Agreement.

Section 2: That the terms listed in Section 1 shall be subject to and conditioned on all of the following:

1. The Developer being approved to receive Low Income Housing Tax Credits for the Project.
2. The Developer and City entering into the Development Agreement, which shall be drafted by the City's legal counsel to include the terms listed in Section 1 and other terms recommended by legal counsel; and the approval of the Development Agreement by the City Council in its final form following all required legislative processes including a public hearing.

Section 3: That the City Clerk, City Administrator, and Community Development Director are hereby authorized and directed to proceed with the preparation of the necessary documents for the Development Agreement, and to take other actions consistent herewith, including providing documentation in support of Developer's application for tax credits for the Project consistent with the terms set forth herein.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

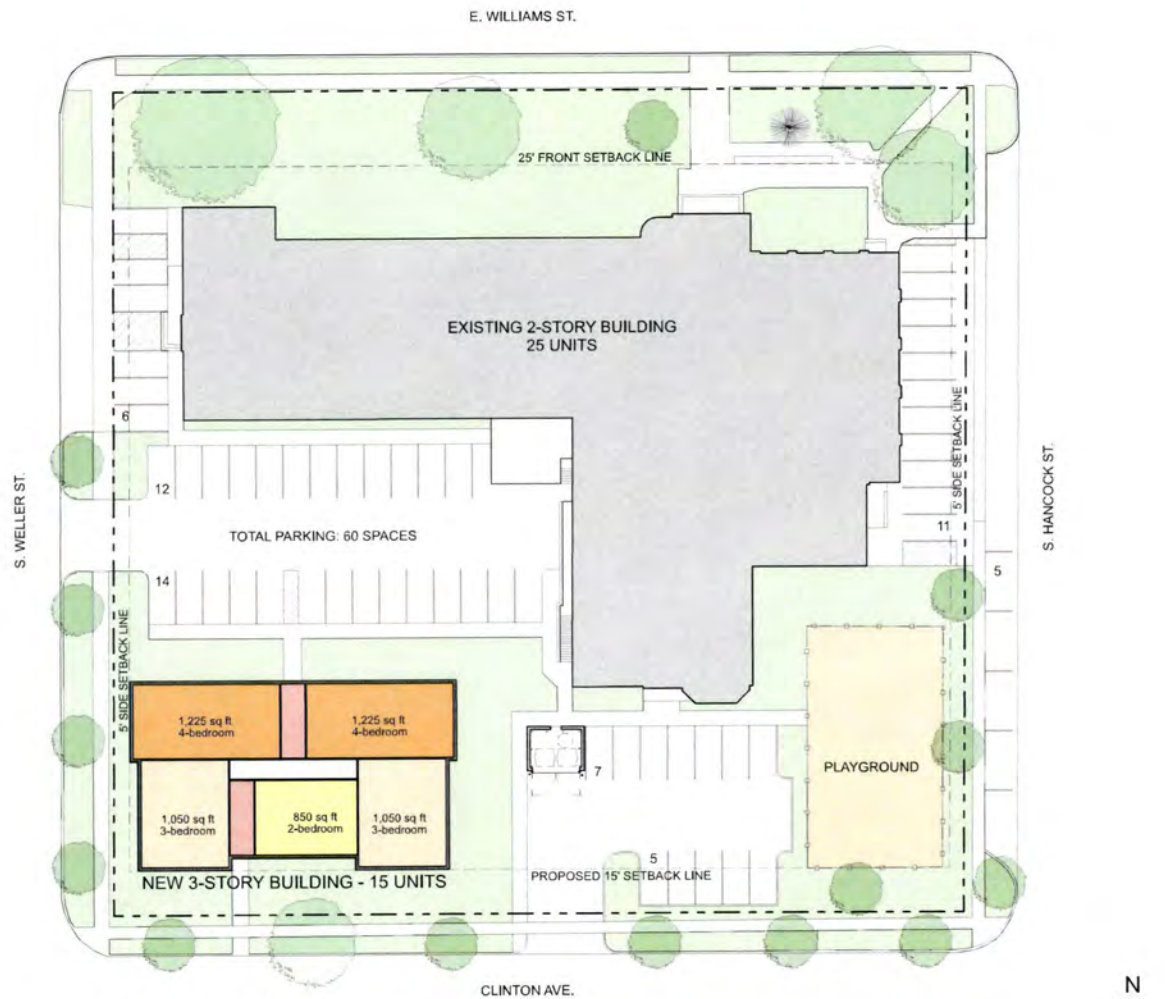
\_\_\_\_\_  
Mayor

ATTEST:

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

0232307\10981-092





# PROPOSED SITE PLAN

SCALE: 1" = 40'

DEVELOPER 3/13/24  
 CBC Financial Corporation  
 1708 S. Main Street  
 Fairfield, IA 52556

**AGASSIZ SCHOOL**  
 608 EAST WILLIAMS STREET  
 OTTUMWA, IA 52501  
**PROJECT STATUS**  
 © COPYRIGHT 2024 EBERSOLDT + ASSOCIATES



received  
3-28-24 9 AM

Item No. I.-6.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : April 2, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

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

AGENDA TITLE: Resolution No.90-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 706 W Fourth.

\*\*\*\*\*

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

The Office of Professionalism and Ethics has reviewed this summary of the Staff Summary of the Resolution and attached the report to the agenda.

RECOMMENDATION: Pass and Adopt Resolution 90-2024

DISCUSSION: Bids for this project were accepted until 2 P.M. on March 21, 2024. Two Asbestos bids and Two demolition bids were received. Dan Laursen submitted the best bid in the amount of \$3,400.00 for the Asbestos removal and \$5,000 for Demolition. Staff recommends awarding them the contract. A bid tab is attached.

RESOLUTION NO. 90-2024

A RESOLUITON AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 706 W FOURTH.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on March 21, 2024; and

WHEREAS, the lowest qualified bid was from Dan Laursen in the amount of \$3,400 for asbestos removal and \$5,000 for Demolition;

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

Dan Laursen be awarded the contract for asbestos abatement and demolition of condemned property at 706 W Fourth in the amount of \$3,400 for asbestos abatement and \$5,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 2<sup>nd</sup> day of April 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

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

<b>706 W FOURTH</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
<b>Dan Laursen</b>	<b>\$3,400.00</b>	<b>\$5,000.00</b>	<b>\$8,400.00</b>
<b>Weston McKee</b>	<b>\$6,500.00</b>	<b>\$8,000.00</b>	<b>\$14,500.00</b>
<b>Best Bid For Demolition and Asbestos Removal</b>			
<b>Dan Laursen</b>			<b>\$8,400</b>
<b>Total:</b>			<b>\$8,400</b>

V

Initial Form Here



# CITY OF OTTUMWA

## REQUEST BID FOR DISPOSAL AND DEMOLITION OF 706 W FOURTH STREET OTTUMWA, IOWA

### BID FORM

*ANY TOTAL BID IS TO DO THIS AS AN ALL ASBESTOS DEMO*

Address	Asbestos Bid	Demolition Bid	TOTAL BID
706 W FOURTH	\$ 3400 <sup>00</sup>	\$ 5000 <sup>00</sup>	\$ 8400 <sup>00</sup>
	\$ 3400 <sup>00</sup>	\$ 5000 <sup>00</sup>	\$ 8400 <sup>00</sup>

Initial here if you are willing to have individual portions of your bid considered for award.

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

*Dan Laurson*  
Signature

DAN LAURSON  
Printed Name

510 Murrell Dr  
Address

641-799-3818  
Telephone Number

OTTUMWA IA 52561  
City, State, Zip

MARCH - 21 - 2024  
Date

DANLAURSON44@yahoo.com  
E-mail Address

## DEMOLITION AND DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this 21 day of **March 2024** by and between the **City of Ottumwa, IA**, hereinafter called the "OWNER" and HANZARUOL EXISTING hereinafter called the "CONTRACTOR"

WITNESSETH:

The contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of:

Demolition and disposal at the following property is to be completed within **thirty (30) working days** of the date on the "Notice to Proceed" in accordance with the bid documents at the following locations to wit:

**Location Address: 706 W Fourth**

It is understood and agreed:

The Contractor shall commence removal within such time and work continuously as to be completed by the date indicated in this contract. The Contractor shall forfeit **\$250.00 per working day** required to complete the contract after the aforesaid completion date. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the removal operations to proceed for not less  $\frac{3}{4}$  of a normal work day in the performance of a controlling item of work.

An extension of the contract period may be granted by the Director for additional work requiring additional removal time. An extension may also be granted by the Director for inclement weather or Acts of God that interfere with the Contractor's ability to work.

**The Certificate of Insurance and the Performance Bond, cashier's check or Irrevocable Letter of Credit MUST be on file with the City Clerk within five (5) working days of the awarding of the contract and BEFORE the "Notice to Proceed" will be issued.**

The work under the proposed contract shall be commenced within **fifteen (15) days after the issuance of the "Notice to Proceed"** and shall be completed as stated in the Notice to Proceed and in this contract.

The owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of this contract.

The Contractor must comply with all Federal, State, and Local Laws and Ordinances. In addition, all OSHA, NFPA, and ADA regulations must be complied with.

**A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City, in the amount of \$1,000,000.00 combined single limit, must be furnished to the City. The City of Ottumwa must be included as an additional insured to, and be so stated on, the certificate of insurance. Also, Worker's Compensation coverage in accordance with the State of Iowa statutes must be provided.**

The Contractor hereby agrees to and shall defend, indemnify and save harmless the City of Ottumwa, IA, and any other jurisdiction or agency issuing permits for any work in the improvement, their officers.

agents and representatives from all suits, actions, loss, damage, expense, costs or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, it's employees or agents or any other person, in fulfillment of the contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising from or recovered under Worker's Compensation laws or any other law, bylaws, ordinance or order of decree.

The Contractor will insure a drug free environment in accordance with Federal regulations.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

**IN WITNESS WHEREOF**, This Contract has been executed in duplicate on the date herein written.

CITY OF OTTUMWA

Richard W. Johnson, Mayor

ATTEST

Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Don Larson

DAN LAURSON

Contractor Printed Name

510 MURRELL DR -

Address

OTTUMWA IA 52501

City, State, Zip

641-799-3818

Phone Number

MARCH 21 2024

Date Contractor Signed



received  
3-28-24 8 AM

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 2, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Resolution No. 91-2024: A Resolution Fixing a Date for a Public Hearing on the Proposal to Convey Certain Real Property Locally Known as 119 W Fifth, Ottumwa, Iowa to John and Noma Woudenberg

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 91-2024.

DISCUSSION: The City acquired the property at 119 W Fifth as part of an action under Iowa Code Section 657A which empowers cities to take title to abandoned property. However, during the course of this action, the prior own entered into a purchase agreement with John and Noma Woudenberg. Because the Woudenbergs are known to the department and have demonstrated capability in the necessary renovation and because the City seeks a

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

resolution that settles any issue with the title, Staff recommends selling the property to the Woudenbergs for \$15,000. This resolution sets May 16, 2024 as the date of a public hearing to approve the sale of this property.

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

March 19, 2024

5:30 p.m.

- Resolution fixing date for a public hearing on the proposal to convey certain real property locally known as 119 W. Fifth, Ottumwa, Iowa to John and Noma Woudenberg, 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.

March 19, 2024

The City Council of the City of Ottumwa in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, Bridge View Center, 102 Church Street, Ottumwa, Iowa at 5:30 p.m., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN AS 119 W. FIFTH, OTTUMWA, IOWA TO JOHN AND NOMA WOUDEBERG", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at this place.

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. 91-2024

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE  
PROPOSAL TO CONVEY CERTAIN REAL PROPERTY LOCALLY KNOWN  
AS 119 W. FIFTH, OTTUMWA, IOWA TO JOHN AND NOMA  
WOUDENBERG

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 John and Noma Woudenberg (the "Agreement"), which Agreement proposes the sale of certain City-owned real property to John and Noma Woudenberg (the "Buyer") for \$15,000 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 locally known as 119 W. Fifth, Ottumwa, Iowa and is legally described as follows:

Lot 18 and the Southeast one-half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa. Also known as Lot 18 and the Southeast Half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows, to-wit: Beginning at the most Easterly corner of said Lot 18, thence Southwesterly along the Southeasterly line of said Lot 18, a distance of 198 feet to the most Southerly corner of Lot 18, said point also being on the Northeasterly line of West Fifth Street in the said City of Ottumwa, Iowa, thence Northwesterly along the said Northeasterly line of West Fifth Street, a distance of 111.71 feet; thence Northeasterly a distance of 198 feet to a point on the Southwesterly along the said Southwesterly line of West Sixth Street, a distance of 111.91 feet to the point of beginning, to the City of Ottumwa, Wapello County, Iowa

(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 Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 p.m. on April 16, 2024, for the purpose of taking action on the matter of the proposal to convey interests in real property to John and Noma Woudenberg 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 JOHN AND NOMA  
WOUDENBERG, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 16, 2024, at 5:30 p.m. in the Council Chambers, Bridge View Center, 102 Church Street, 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 John and Noma Woudenberg (the "Buyer") for \$15,000 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 119 W. Fifth, Ottumwa, Iowa and is legally described as follows:

Lot 18 and the Southeast one-half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa. Also known as Lot 18 and the Southeast Half of Lot 19 in Half Block 4 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows, to-wit: Beginning at the most Easterly corner of said Lot 18, thence Southwesterly along the Southeasterly line of said Lot 18, a distance of 198 feet to the most Southerly corner of Lot 18, said point also being on the Northeasterly line of West Fifth Street in the said City of Ottumwa, Iowa, thence Northwesterly along the said Northeasterly line of West Fifth Street, a distance of 111.71 feet; thence Northeasterly a distance of 198 feet to a point on the Southwesterly along the said Southwesterly line of West Sixth Street, a distance of 111.91 feet to the point of beginning, to the City of Ottumwa, Wapello County, Iowa

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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa in the State of  
Iowa

(End of Notice)

PASSED AND APPROVED this April 2, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa