



CORRECTED AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 33
Council Chambers, City Hall

November 16, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

Judge Daily - Sandra Pope Council Seat – effective November 16, 2021.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 32 on November 2, 2021 as presented.
2. Approve the appointment of Linda Vogt to the Airport Advisory Board, term to expire 10/1/2022 and Ashley Noreuil to the Planning & Zoning Commission, term to expire 4/1/2024.
3. Approve the appointment of Vernon (Bud) Guyette to Airport Maintenance Worker at the Ottumwa Airport effective on or about November 21, 2021.
4. Approve the appointment of John Lloyd to the position of WPCF Superintendent at our WPCF effective on or about December 5, 2021.
5. Hunger and Homelessness Awareness Week Proclamation.
6. Authorizing the Mayor to sign lease agreements with the Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, and YMCA at Sycamore Park for the use of facilities effective January 1, 2022 through December 31, 2022.
7. Award the contract for delivery of ethanol and diesel fuel by semi tanker delivery to the Public Works above ground storage tanks to Elliott Oil Company and authorize the Mayor to sign.
8. Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Responses to questions and/or comments regarding TIF presentation.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Consideration of resignation of Council Member Meyers and how to proceed with filling the vacancy.

RECOMMENDATION: Accept the resignation of Council Member Meyers, effective 12/31/2021 and proceed with filling the vacancy by appointment.

2. Bid review and contract award for demolition and disposal of materials at 218 S. Willard.

RECOMMENDATION: Accept bid and award contract to Tim Skinner Trucking & Excavating for the sum of \$4,880, and authorize the Mayor to sign the contract.

3. Bid review and contract award for the demolition and disposal of materials at 306 E. Park.

RECOMMENDATION: Accept bid and award the contract to Weston McKee for the sum of \$9,500, and authorize the Mayor to sign the contract.

4. Bid review and contract award for the asbestos removal, demolition and disposal of materials at 238 N. Moore.

RECOMMENDATION: Accept bid and award the contract to Weston McKee for the sum of \$19,000, and authorize the Mayor to sign the contract.

5. Fee proposals for the Ottumwa Park Campground.

RECOMMENDATION: Approve the fee increases for camping at the Ottumwa Park Campground for the 2022 camping season.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 204-2021, authorizing the purchase of a new 75 foot aerial fire apparatus for the Ottumwa Fire Department from Sutphen Corporation for a total cost of \$1,095,169.40.

RECOMMENDATION: Pass and adopt Resolution No. 204-2021

2. Resolution No. 205-2021, fixing date for a public hearing on the proposal to enter into a Development Agreement with HCIS2501 Investment, LLC, and providing for publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 205-2021.

3. Resolution No. 206-2021, approving Change Order No. 11 and accepting the work as final and complete and approving the final pay request for the Ottumwa Main Street (Downtown Streetscape) Project.

RECOMMENDATION: Pass and adopt Resolution No. 206-2021.

I. ORDINANCES:

1. Ordinance No. 3187-2021, an ordinance providing that general property taxes levied and collected each year on all property located within the Bonita Urban Renewal Area, in the City of Ottumwa, County of Wapello, State of Iowa, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Bonita Urban Renewal Area (The Bonita Urban Renewal Plan).

RECOMMENDATION: Pass the first consideration of Ordinance No. 3187-2021.

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

1. Petition No. 5086-2021: 730 signatures located in 52501 petition to end the ban on Pit Bulls in Ottumwa, Iowa. Ottumwa's breed-specific law names breeds and non-breed mixes in a discriminatory manner, labeling and the visual identification of these dogs is wrong. A simple change to this ordinance to include all dogs and holding owners responsible for their dogs' behavior is needed. Cities everywhere are deciding to revise these discriminatory bans to hold owners responsible no matter the breed or mix a dog is. This ban has not worked in keeping pitbulls out of city limits. It relies on out of town rescues and shelters to remove these types of dogs, stretching our neighbors' resources is not being a responsible community.

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 11/12/21 TIME: 12:00 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: CORRECTED Agenda for the Regular City Council Meeting #33 to be held on 11/16/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 4907
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



FAX COVER SHEET

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

MEMO: CORRECTED Agenda for the Regular City Council Meeting #33 to be held on 11/16/2021 at 5:30 P.M.

*** TX REPORT ***

JOB NO.	4907	
DEPT. ID	4717	
ST. TIME	11/12 11:59	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	96828482	Tom FM



FAX COVER SHEET

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FROM: Christina Reinhard

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MEMO: CORRECTED Agenda for the Regular City Council Meeting #33 to be held on 11/16/2021 at 5:30 P.M.



[CITY OF]

OTTUMWA

OATH OF OFFICE

State of Iowa)
) SS
Wapello County)

I, Sandra G. Pope, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Council Member of the Ottumwa, Iowa, as now and hereafter required by law.

Sandra G. Pope

Subscribed and sworn to before me, the undersigned Kirk Daily, District Associate Judge, by Sandra G. Pope this 16th day of November, 2021.

District Associate Judge Kirk Daily

OATH OF OFFICE
COUNTY OF WAPELLO

I, Sandra G. Pope, swear that I will support the Constitution of the United States,
and the Constitution of the State of Iowa, and that I will faithfully
and impartially to the best of my ability, discharge all duties of the office of
Ottumwa - Council Member of Wapello County as now or hereafter required by law.

Subscribed and sworn to before me this 16 day of November 2021.



Sandra G. Pope
(Signature of Officer taking Oath)

[Signature]
(Signature of Officer or Notary administering Oath)

OATH OF OFFICE
COUNTY OF WAPELLO

I, Sandra G. Pope, swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability discharge all duties of the office of Council Member of Ottumwa in Wapello County, Iowa as now or hereafter required by law.

Subscribed and sworn to before me this 16 day of November, 2021.

Sandra G. Pope

(Signature of Officer taking Oath)

[Signature]

(Signature of Officer or Notary Administering Oath)

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 32
Council Chambers, City Hall

November 2, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Mayor Lazio recognized Cale Leonard on winning the Class 4A state golf title.

Meyers moved, seconded by Roe to approve the following consent agenda items: Mins. from Regular Mtg. No. 31 on Oct. 19, 2021 as presented; Approve appointment of Katie McConnell to full-time Communication Specialist for OPD, effective Nov. 16, 2021; Civil Service Commission Elig. Lists for Oct. 27, 2021: Zoning & Housing Coordinator Ent. and Promo., WPCF Operator Ent., Airport Maint. Worker Ent. and Promo; Approve updated Salary Schedule, effective July 1, 2021; Approve participation in IADOT paint program to purchase paint for Traffic Maint. Dept. FY 21/22, with est. total \$10,992.26; Res. No. 203-2021, approve Fraud Reporting Policy to comply with State and Federal Regulations; Beer and/or liquor applications for: Benchwarmers Eatery & Sports Lounge with OSA, 2209 Roemer; Fine Liquor & Tobacco, 819B Albia Rd.; all applications pending final inspections. All ayes.

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

City Admin. Rath presented Tax Increment Financing (TIF) and Economic Development.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. Jerry Parker, 919 E. Fourth; Kathy Courtney, 2621 Kenwood; Kris Mundt, 109 S. Cherry; Marty Anderson, 2644 N. Court; Julia Blunt, 319 Bonita Ave.; Beth Austin, 2728 N. Court; Joey Courtney, 117 W. Alta Vista; Bridgett Michel, 318 Bonita Ave.; Lester Denhartog; Victor Streeby, 231 Filmore St. would all like to discuss Items G-1 and G-2 (Bonita Urban Renewal Plan, Ord. No. 3187-2021 and Development Agt. with HCI52501 Investment, LLC).

Roe moved, seconded by Meyers to accept bid and award contract to Dustan Smith of Environmental Edge for \$10,200 and authorize Mayor to sign the contract for asbestos removal and disposal of materials at 602 E. Mary. Comm. Development Dir. Simonson reported three bids were rec'd. All ayes.

Meyers moved, seconded by Berg to accept bid and award contract to Tim Skinner for \$4,300 and authorize Mayor to sign the contract for demolition and disposal of materials at 602 E. Mary. Simonson again reported three bids rec'd. All ayes.

Dalbey moved, seconded by Roe to accept the bid and award the contract to Dan Laursen for \$30,000 and authorize Mayor to sign the contract for demolition, clean-up and disposal of asbestos contaminated structure and debris at 308 W. Sixth. Simonson reported one bid was rec'd. All ayes.

This was the time, place and date set for a public hearing on the Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Bonita Urban Renewal Plan.

Simonson reported Huegerich Construction wants to create 108 units of housing on 10 acres of property on Bonita Ave. The development includes three multi-family housing bldgs. However, the developer has identified a financing gap that is a barrier to completing the project. Tax increment financing is a possible approach to closing this gap. In order to use TIF, the property would need to be included in an URA. This resolution would establish the Bonita URA which includes the development property. This also includes approving and adopting the Bonita URP which designates the URA as an economic development area appropriate for the development of new low-to-moderate income residential housing units and housing which is necessary to encourage the retention or relocation of industrial and commercial enterprises. For this community, the HUD-established 60% of LMI affordable rent is \$979 for a two-bedroom and \$1,131 for a three-bedroom. The Bonita URP describes providing a TIF rebate up to 100% of the incremental property tax generated by the housing development for 20 yrs., not to exceed \$3.5 Million. This rebate is not general fund or other taxpayer money. Instead, the developer will pay their taxes and the tax paid for most levies on the added value will be rebated back to the developer. Other projects included are street repair or reconstruction for Bonita. The County provided a letter of opposition to this TIF. P&Z Commission unanimously approved that the URP conforms with the general plan for the development of the City as a whole. Sewer infrastructure is already in place. JBS has played a key role in this project. As the area's largest employer, they are especially aware of the challenges housing creates for attracting and retaining talent. They see this project as a first step toward future development which includes opportunities for home ownership and other types of residential development. Joe Mach, General Mgr., JBS, reflected on projects giving back to the community through initiatives at JBS (\$600,000 to expand YMCA childcare; pledged \$1Million to the sports complex, \$250,000 to local schools, gyms, band uniforms, and \$1.2Million invested in this development on Bonita).

Simonson explained there will be two public hearings; one for adopting the Bonita Urban Renewal Area/Plan and a second one for the actual development agt. that includes the 20 yr. TIF.

Jerry Parker asked if the developer could do this project without a TIF district; this will raise property taxes because every yr. we are faced with inflation costs.

Berg asked if adopting this area would be a source for when the city does need to do repairs; an avenue to assist in funding even if zero dollars go to the developer. Simonson replied that any project within this defined area/plan could be considered separately.

If this area is identified, something else could go into this area, without the development agreement in front of us for approval tonight.

Huegerich Construction also has development in Marshalltown that includes 10 yr. abatement.

Simonson also wanted to clarify the developer's timeline and why they have been working on the site even though there isn't a signed Agt. in place yet. They have made a pretty reasonable bet, looking at the construction season, weather and prices of materials; and would rather take a loss for a project that doesn't happen compared to that of not even getting started.

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

Meyers moved, seconded by Berg that Res. No. 201-2021, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the

Bonita Urban Renewal Plan, be passed and adopted. Motion carried 3-2 vote. Ayes: Johnson, Berg, Meyers. Nays: Dalbey, Roe.

Meyers moved, seconded by Berg to pass the first consideration of Ord. No. 3187-2021, an ord. providing that general property taxes levied and collected each year on all property located within the Bonita Urban Renewal Area, in the City of Ottumwa, County of Wapello, State of IA, by and for the benefit of the State of IA, City of Ottumwa, County of Wapello, Ottumwa Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Bonita Urban Renewal Area (The Bonita Urban Renewal Plan). Motion failed 2-3 vote. Ayes: Berg, Meyers. Nays: Johnson, Dalbey, Roe.

This was the time, place and date set for a public hearing on the proposal to enter into a Development Agt. with HCI52501 Investment, LLC. Simonson reported this agt. provides incentives for HCI52501 to complete minimum improvements that include 108 units of workforce housing. In order to close a financing gap, the City would use urban renewal authority to capture tax increment within the Bonita URA and rebate 100% of the TIF-eligible property taxes paid on the value added to the property for a period of 20 years. This rebate is not to exceed \$175 thousand annual or \$3.5 Million cumulatively. The development agt. also includes a minimum assessment agt., which will ensure the minimum taxable value for the completed improvements will be at least \$8.2 Million. Questions/comments: what about street repair in this area, will it stop at the end of the project; will sidewalks be installed; why is the developer the only one reaping benefits of this 20 yr. tif; this TIF district doesn't benefit residents/citizens as a whole; JBS should be paying for housing they need for their employees; this is a tax handout that the city cannot justify; IDNR regulations – drainage in this area that could potentially cause issues and create a flood plain; Ottumwa is not financially stable; 20 yr. tax abatement is not realistic and should be off the table; children play in the streets in this neighborhood because it is safe; you will miss a lot of city tax money; location is key; change is difficult especially when money is involved – with change, there's always a risk in reward; JBS has some hard working, respectful employees. Refer to Petition No. 5085-2021 with 748 signatures asking for City Council to vote "no" on the proposed 20 yr. TIF to the developer.

Roe thanked everyone for the outpouring response to this item; housing is a major component of our Comp Plan but no where in the plan does it say we would negotiate our tax dollars for this; this arrangement needs to benefit all involved; we have heard, very clearly from our citizens who are not in favor of this.

Meyers followed by stating it is our responsibility as a city to help provide adequate housing.

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

Meyers moved, seconded by Roe that Res. No. 202-2021, approving and authorizing execution of a Development Agt. between the City and HCI52501 Investment, LLC, be passed and adopted. Motion failed 1-3-1 vote. Ayes: Meyers. Nays: Johnson, Dalbey, Roe. Abstain: Berg, does not want to show bias or conflict as funds from JBS are being discussed for another project (Sports Complex) that is closely related to projects she is currently working on through her employer (Area 15 RPC).

Roe moved, seconded by Meyers that Res. No. 166-2021, approve a Right-of-Way License Agt. between the City and PEG Bandwidth IL, LLC and authorize Mayor to sign Agt., be passed and adopted. PW Dir.

Seals reported PEG Bandwidth wants to lay a Network Segment route for a communications system consisting of 107,773 feet of network. All ayes.

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

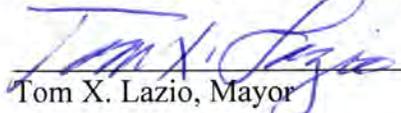
Adjournment was at 7:26 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor



November 16, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Airport Advisory Board, term to expire 10/01/2022.

Linda Vogt
4 Birchwood Heights Drive

Recommend appointment to the Planning and Zoning Commission, term to expire 04/01/2024.

Ashley Noreuil
158 Vogel

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

received
11-1-2021

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Airport Advisory Board

Name: Linda Vogt Telephone: 641.777.6021

Email: (optional) lvogt@hotmail.com

Address: 4 Birchwood Heights Drive ZIP: 52501

Business: retired Telephone: —

Address: — ZIP: —

Date Available for Appointment — E-Mail: —

Present occupation: retired

Previous Employment: teacher and counselor

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Retired Educators - member
First Presbyterian Church - Deacon
Church Choir - Alto
Ottumwa Cemetary Board

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

Real Estate Broker - Iowa
Teacher License
Administrative License
Pilots License

Personal:

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

Yes — No X

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

Interested in Community Betterment.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

Maintain Ottumwa Airport

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

Good listener and work well with others.

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

Linda F. Vogt
Signature

October 28, 2021
Date

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

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

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

The following information is desirable but not required for appointment.

Year of Birth 10.26.1944 Male _____ Female _____

Number of years a city resident 54 years

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

received
11-3-21

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Planning and Zoning Commission

Name: Ashley Noreuil Telephone: 760-415-5384

Email: (optional) noreuil8@hotmail.com

Address: 158 Vogel ZIP: 52501

Business: FedEx Ground Telephone: 641-455-5032

Address: 1449 Terminal Way ZIP: 52501

Date Available for Appointment 3 Nov 2021 E-Mail: ashley.noreuil@fedex.com

Present occupation: Operations Manager

Previous Employment: Mathematics Tutor, Indian Hills Community College

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Ottumwa Housing Authority
American Legion O.B. Nelson Post #3
Ottumwa Property and Redevelopment Company

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

n/a

Personal:

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

Yes _____ No X

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

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

Yes _____ No X

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

Yes _____ No X

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

Yes X No _____

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

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?
Knowledge of the 2040 Comprehensive Plan Understanding of data. Experience with a wide variety of industries.
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?
Ensure actions comply with the intent of the 2040 Comprehensive Plan Support intentional development of the City Make recommendations to the City Council.
3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?
Stay informed regarding the 2040 Comprehensive Plan Bring or help interpret updated data to the Board

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

[Handwritten Signature]
Signature

5 Nov 2021
Date

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

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

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

The following information is desirable but not required for appointment.

Year of Birth 1994 Male _____ Female X

Number of years a city resident 9

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

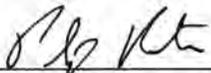
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Vernon (Bud) Guyette to Airport Maintenance Worker at the Ottumwa Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Vernon (Bud) Guyette to Airport Maintenance Worker at the Ottumwa Airport on or about November 21, 2021.

DISCUSSION: Appoint Bud Guyette from the Approved Airport Maintenance Worker Civil Service List to said full time position.

Bud has been in this position as a part-time employee since September 2014. Bud brings a wealth of knowledge to the position and will continue to be a valuable asset to the airport and their continued expansion.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 16, 2021

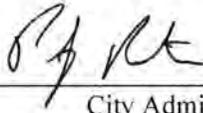
Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of John Lloyd to the position of Water Pollution Control Superintendent.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of John Lloyd to the position of Superintendent at the Water Pollution Control Facility on or about December 5, 2021.

DISCUSSION: Appoint John Lloyd to the position of Superintendent at the Water Pollution Control Facility at a starting salary of \$44.13 per hour. This wage is as per our current salary schedule at a step 6.

John brings a wealth of knowledge having worked in multiple cities in Iowa as Director of Public Works, City Administrator and City Clerk. He has a grade 4 license in the state of Iowa. He has experience with many of our processes at the facility and will make an immediate impact.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

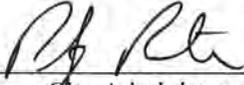
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Hunger and Homelessness Awareness Week Proclamation

Public hearing required if this box is checked.

RECOMMENDATION: Mayor to issue proclamation.

DISCUSSION: November 13-21, 2021 is Hunger and Homelessness Awareness Week. Within the City of Ottumwa and Wapello County, homelessness and food insecurity remain a continuous challenge. During the July Point in Time count, at least 67 individuals were counted who were experiencing homelessness in Wapello County. The Ottumwa School District is aware of another further 149 students who meet their definition of homeless.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Food insecurity is another major challenge. Our school system has one of the highest rates of eligibility for free and reduced lunch in the state. 19% of Wapello County residents live below the poverty line and a further 20% are what the United Way of Wapello County measures as Asset-Limited, Income-Constrained, Employed.

Improving economic opportunity for all, lifting our neighbors out of poverty, creating housing choice and over-coming and social, mental health and substance abuse issues that contribute to these challenges will take a community effort. This proclamation is part of raising that awareness. The proclamation identifies the Wapello County Housing and Homelessness Coalition which formed in 2021. The Wapello County Housing and Homelessness Coalition is a network of service providers, policymakers, nonprofit organizations and service-minded volunteers working to end homelessness in Wapello County by building public awareness and sharing information and resources to develop and advocate for direct services, shelter, transitional housing and affordable housing projects. The members of the coalition include: Seida Community Action, River Hills, Central Iowa Shelter and Services, Ottumwa Community Schools, City of Ottumwa, CASA, Central Iowa Shelter and Services, Whatsoever You Do, Blessings and more. The Coalition continues to grow and will continue to push for awareness and action on these issues.

HUNGER AND HOMELESSNESS AWARENESS WEEK PROCLAMATION
November 13-21 2021

WHEREAS, for over 25 years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, in 2021, many of the organizations committed to providing sheltering and supportive services for people experiencing homelessness joined to form the Wapello County Housing and Homelessness Coalition; and

WHEREAS, the Wapello County Housing and Homelessness coalition is a network of service providers, policymakers, nonprofit organizations and service-minded volunteers working to end homelessness in Wapello County by building public awareness and sharing information and resources to develop and advocate for direct services, shelter, transitional housing and affordable housing; and

WHEREAS, the July 2021 Point in Time identified 67 individuals experiencing homelessness in Wapello County and the Ottumwa Community School District has identified a further 149 students experiencing homelessness; and

WHEREAS, food insecurity remains an important issue for the 19% of Wapello County residents living below the poverty and the further 20% who are Asset-Limited, Income-Constrained and Employed.

WHEREAS, the City of Ottumwa recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Ottumwa;

NOW, THEREFORE, I, Tom X. Lazio, Mayor of the City of Ottumwa, Iowa, do proclaim November 13 through 21, 2021 as Hunger and Homelessness Awareness Week in the City of Ottumwa; and

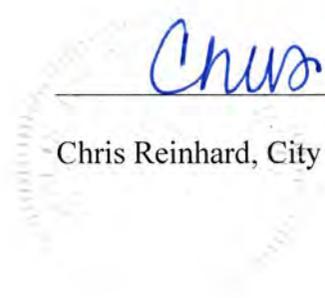
FURTHER, I encourage all citizens to contribute our time, resources and energy toward assisting those in our community who need the support of the member organizations of the Wapello County Housing and Homelessness Coalition.

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Ottumwa, Wapello County, Iowa this 16th day of November 2021.



Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard

Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 16, 2021

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

Pj Rt
City Administrator Approval

AGENDA TITLE: **Ballfield Lease Agreements 2022**

Public hearing required if this box is checked.

RECOMMENDATION: **Approve the Ballfield Lease Agreements for the 2022 Season**

DISCUSSION: Attached are lease agreements for Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, and YMCA at Sycamore Park. These will be 1 year lease agreements. Adult Softball already has a lease in place until the end of 2022.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2022, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the YMCA, hereinafter referred to as 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 the Sycamore Park athletic field, for the purpose of holding youth recreational programs.
2. Said Lease shall begin on the 1st day of January, 2022, and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2022.
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.

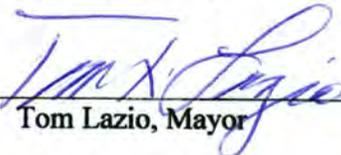
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, 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 during LESSEE sponsored events.

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: 
Tom Lazio, Mayor

DATE: 11.16.2021

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

YMCA
Garrett Ross
611 N Hancock
Ottumwa, IA 52501
641-684-6571 ext 11

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2022, 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 area in the NW Quadrant of Ottumwa Park west of the Men's Slo-Pitch ball field only for the purpose of holding soccer matches as shown on Attachment A.
2. Said Lease shall begin on the 1st day of January, 2022, and continue until the 31st day of December, 2022.
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: Tom Lazio
Tom Lazio, Mayor

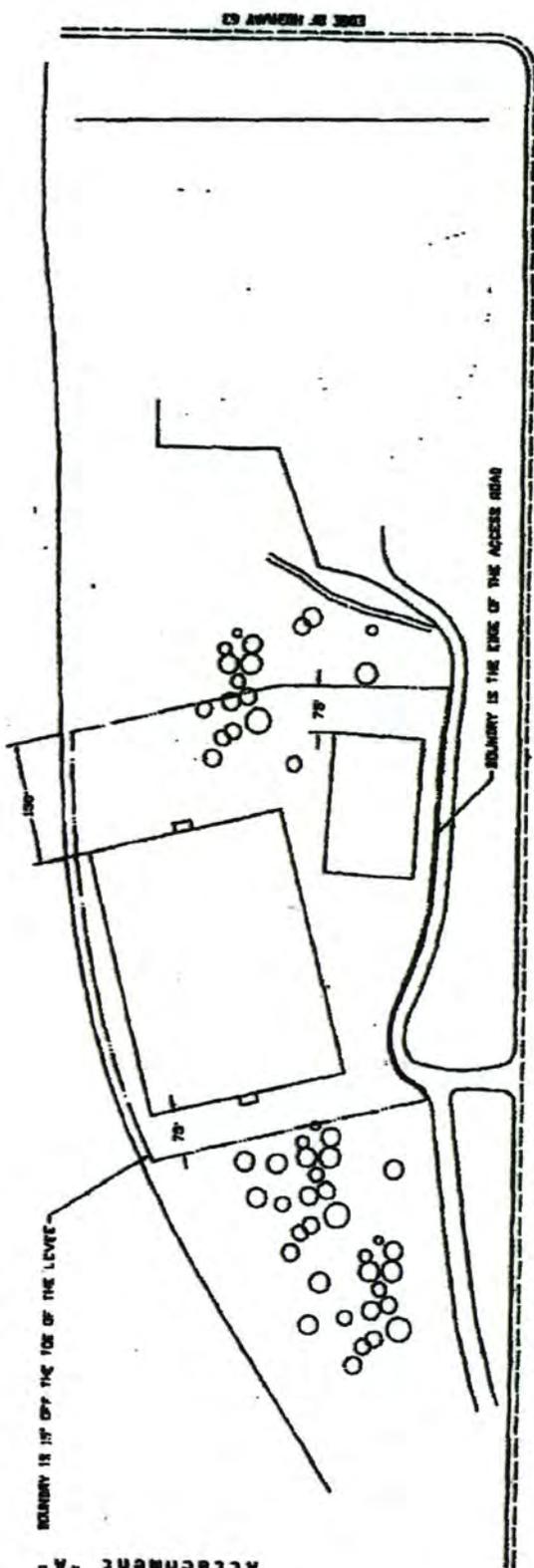
DATE: 11-16-2021

BY: _____
LESSEE

DATE: _____

City of Ottumwa
City Hall
105 East 3rd Street
Ottumwa, Iowa 52501

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



WAYSIDE PARK

KEY
EDGE OF HIGHWAY
MAINTENANCE BOUNDARY

CITY OF OTTAWA Engineering Dept. File 81-11-88	Scale: 1" = 100'	Project No. 81-11-88	Project Name SOURCES FOR COMMUNITY SOCCER LEAGUE	Sheet No. 8
CITY OF OTTAWA		COUNTY MIDDLEBURY		

**CITY OF OTTUMWA
LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2022, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Little League, hereinafter referred to as 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 Hagglund Field, more commonly described in Attachment "A", and the western half of Union Park, more commonly described in Attachment "B", for the purpose of holding a youth Little League Baseball program.
2. Said Lease shall begin on the 1st day of January, 2022, and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$20 on or before January 1, 2022.
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 agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. 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 b 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.

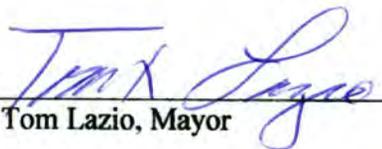
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, 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 during LESSEE sponsored events.

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: 
Tom Lazio, Mayor

DATE: 11.16.2021

OTTUMWA LITTLE LEAGUE

BY: _____
LESSEE

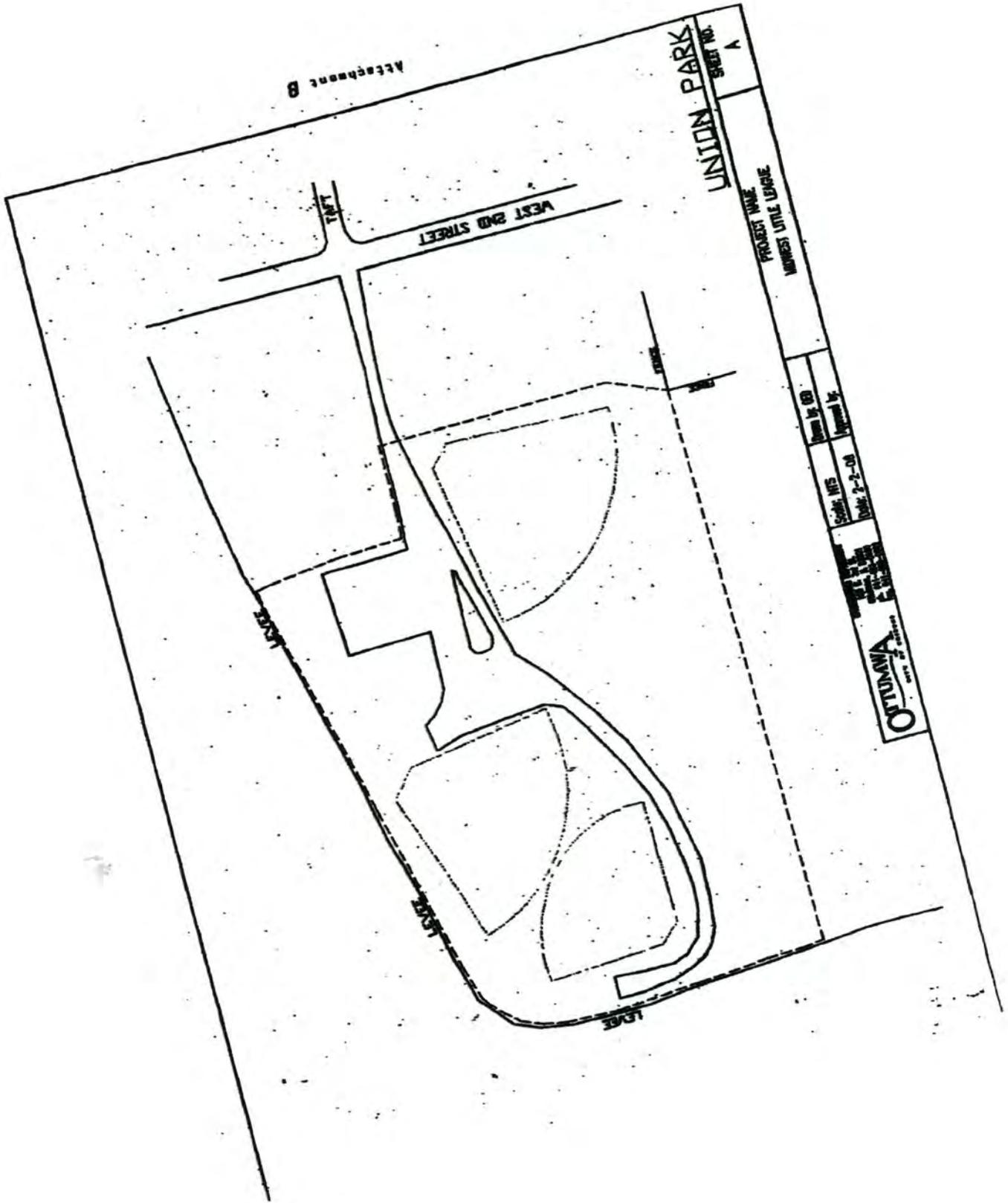
DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

Ottumwa Little League
Andy Orona
901 North Jefferson, Apt. 2
Ottumwa, Iowa 52501
680-0926

Attachment B



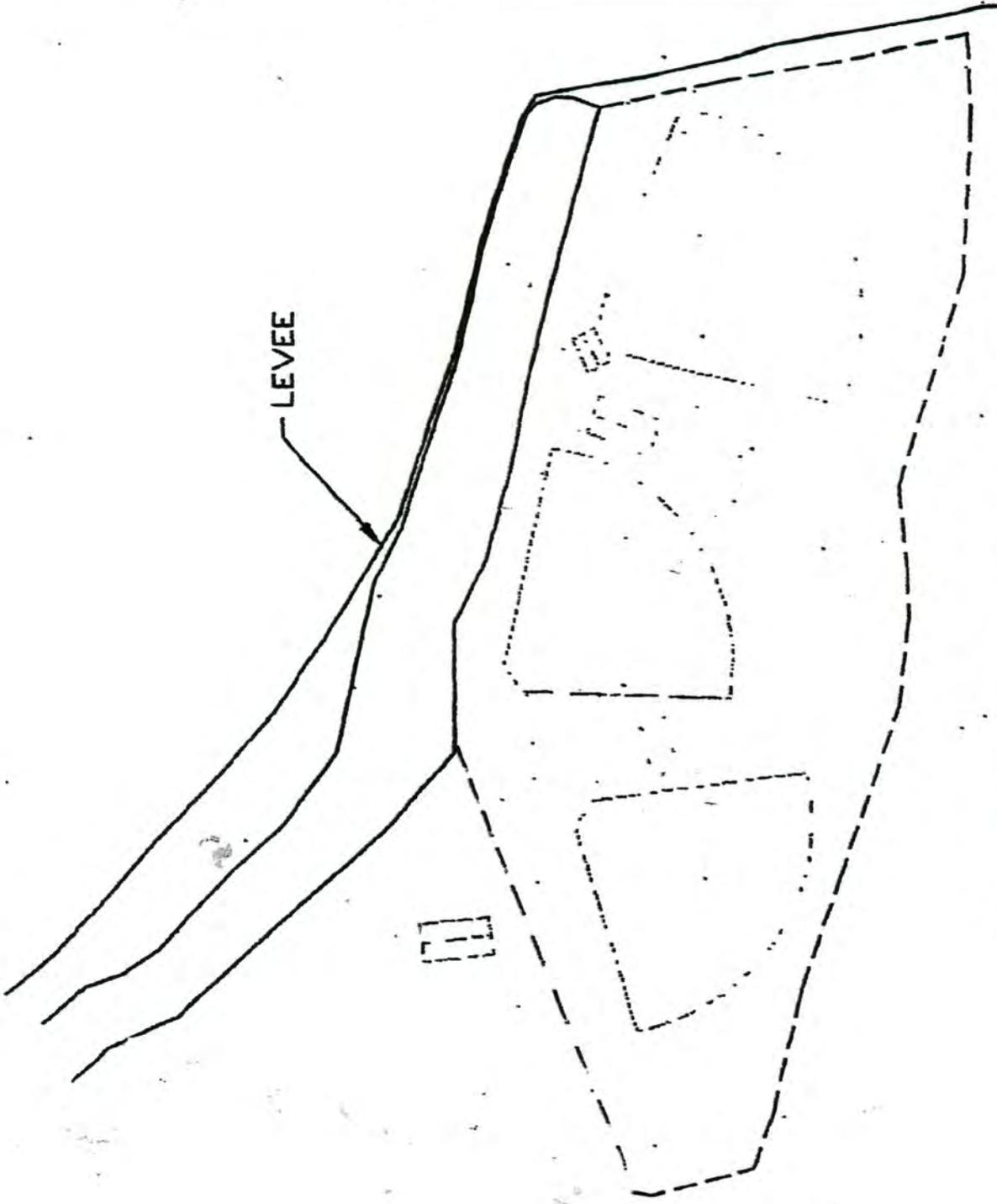
UNION PARK

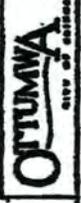
SUBJECT NO. A

PROJECT NAME
MINIST LITTLE LEAGUE

Scale: NTS	Drawn by: CR
Title: P-2-04	Approved by:





 OTTUMWA CITY OF OTTUMWA	Scale: NTS Date: 2-2-06	Drawn by: CD Approved by:	PROJECT NAME: NATIONAL LITTLE LEAGUE	SHEET NO.: A
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CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2022, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and Ottumwa Babe Ruth Baseball Association, Ltd., hereinafter referred to as 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 the McCarroll Babe Ruth Complex, more commonly described in Attachment "A", for the purpose of holding a Babe Ruth Youth Baseball program.
2. Said Lease shall begin on the 1st day of January, 2022, and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2022.
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 agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. 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.**

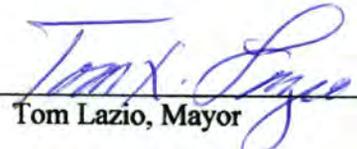
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1st, 2022.

11. 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: 
Tom Lazio, Mayor

DATE: 11-16-2021

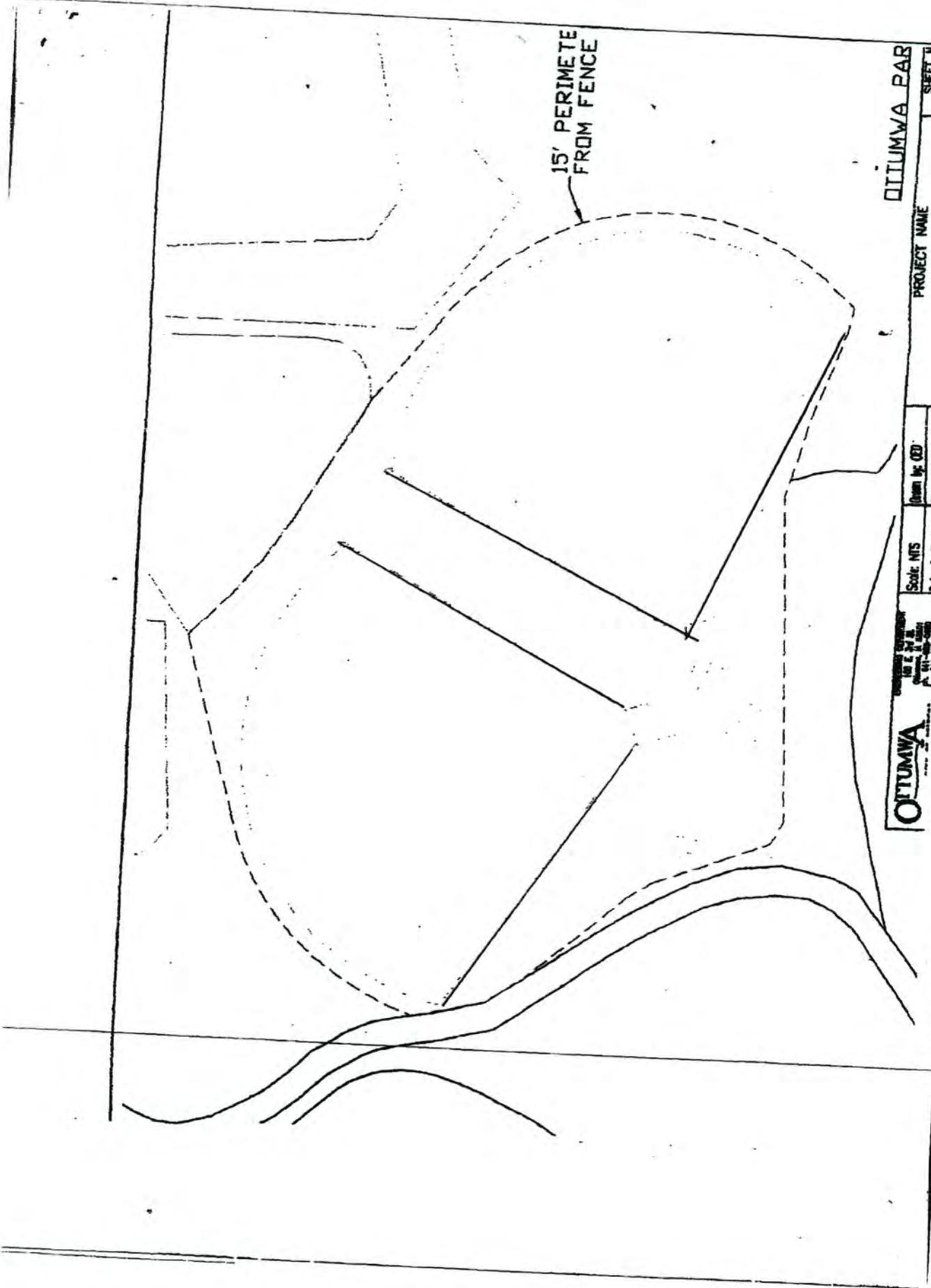
BY: 
LESSEE

DATE: 11-15-2021

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Ottumwa Babe Ruth Baseball Association, Ltd.
Tim Ash
11325 Dahlonga Road
Ottumwa, IA 52501
641-455-2132



15' PERIMETER FROM FENCE

OITUMWA PAR

PROJECT NAME
BASE RUTH

SHEET N
A

Scale: NTS
Drawn by: CD
Reviewed by:



CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2022, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Girl's Softball League, Inc., hereinafter referred to as 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 the Paula Stufflebeam Fields and the Junior League Softball diamonds, more commonly described in Attachment "A", for the purpose of holding youth softball league programs.
2. Said Lease shall begin on the 1st day of January, 2022 and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2022.
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. LESSEE agrees to limit light and electricity usage to an absolute minimum.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. 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.**

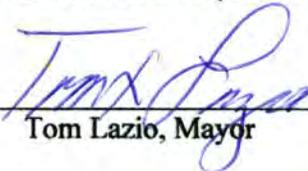
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1 of 2022.

11. 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: 
Tom Lazio, Mayor

DATE: 11.16.2021

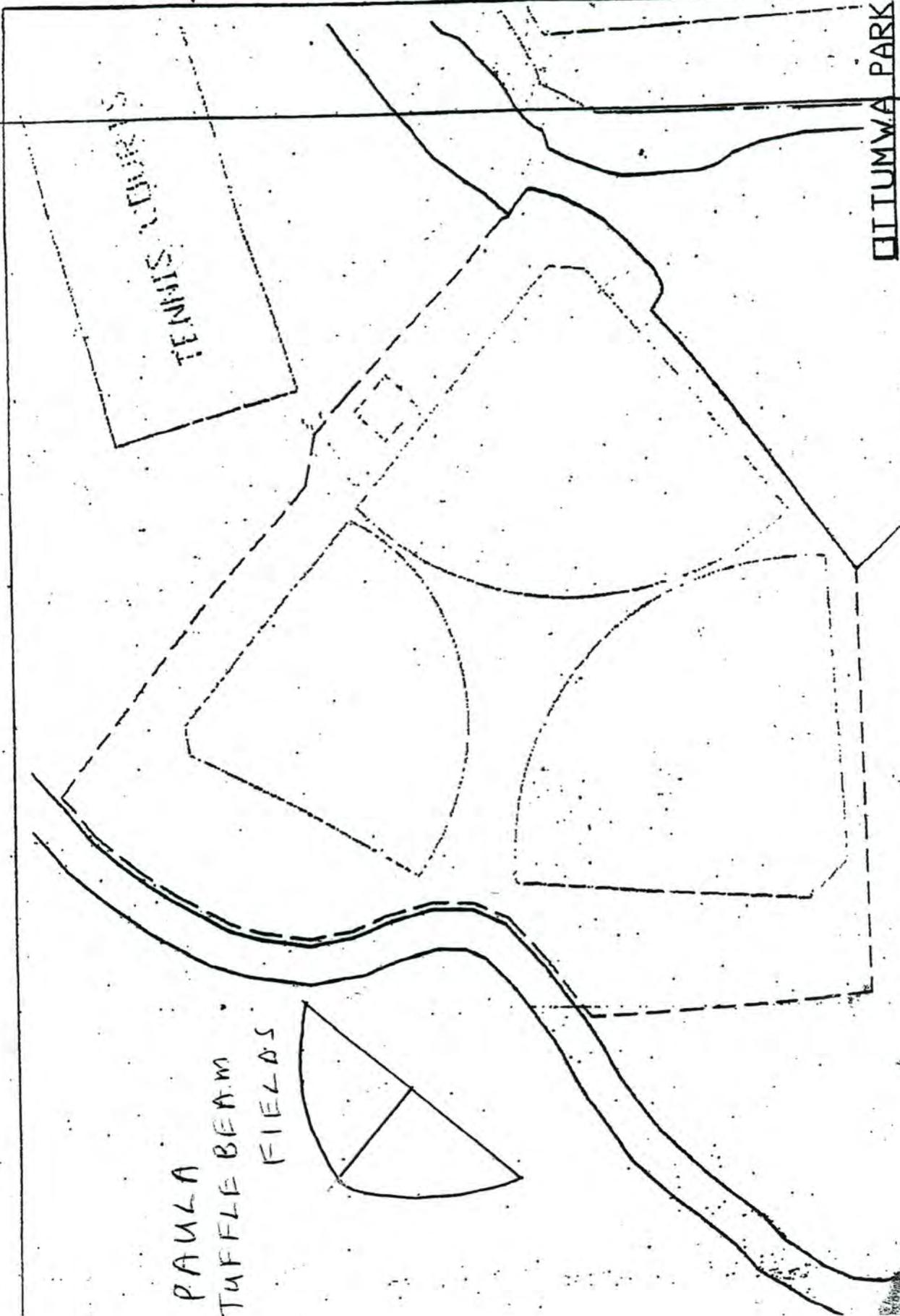
BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

Ottumwa Girls Softball League, Inc.
Tom Batterson
701 Wabash
Ottumwa, Iowa 52501
641-799-8661



TENNIS COURTS

PAULA STAFFLEBEAM FIELDS

OTTUMWA PARK

SHEET NO.

PROJECT NAME

OTTUMWA PARK CENTER

Girls Softball

Drawn by: GBD

Scale:

OTTUMWA PARK CENTER

OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 16, 2021

Public Works
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Contract for delivery of ethanol and diesel fuel by semi tanker delivery to the Public Works above ground storage tanks.

**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: Award the contract from Elliott Oil Company, Ottumwa, Iowa for the bid margin of \$.014 cents for ethanol blend gasoline and \$.017 cents for No. 2 diesel fuel to be added to the wholesale price and authorize the Mayor to sign.

DISCUSSION: This contract is for one year and is renewable annually for four additional years with the agreement of both parties.

The fuel will be delivered to two (2) 6,000 gallon above ground storage tanks located at 1010 Gateway Drive.

Elliott Oil Company's margin/gallon did not change from their bid amounts five (5) years ago.

The margin rate will remain constant and added to the rack wholesale price minus discounts for that delivery date. Our current contract is with Elliott Oil Company and has been for the past twenty (20) years. Elliott Oil Company bids the current contract margin for both ethanol and diesel fuel, which allows the City to maintain the delivery of semi tanker loads as they have for many years.

See Bid Tab attached.

**Fuel and Delivery to Public Works Storage Tanks
Bid Tabulation
November 9, 2021 2:00 PM**

Company Name	<u>Gasoline Ethanol Blend</u>	<u>Diesel No. 2</u>
BP Amoco	0.014	0.017
Cobb Oil Co.	.055	.035
Agriland FS Inc.	.072	.081
Petroleum Traders Corporation	+0.0840	+0.0844

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE
PROPOSALS RECEIVED November 9, 2021 AT 2:00 PM.

Larry Seal 11-10-21

Proposal for Fuel & Delivery to Public Works Storage Tanks

City of Ottumwa, Iowa:

The undersigned has examined the advertisement for bid, instructions to bidders, and detailed specifications and agrees to furnish said fuel in accordance with those documents.

Brand of Fuel (Specify) BP AMOCO

Bid Price per gallon, F.O.B. user location: Delivered with applicable surcharges.

The base fuel prices shown below are for computation only.

The base fuel prices are for computation only.

ETHANOL-----2.53

NO. 2 DIESEL -----2.30

GASOLINE

(EST. GALLONS)

MARGIN/GALLON

Ethanol Blend

61,000

\$ 0.014

DIESEL

(EST. GALLONS)

MARGIN/ GALLONS

No.2

37,000

\$ 0.017

It is understood the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City. Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for a specific purpose are not disclaimed. If my bid is accepted, the undersigned further agrees to enter into contract for delivery of said **fuel** according to instructions as issued by the City and at the time requested.

Local Preference: Ordinance 3064-2014 gives a preference to vendors located within the corporate City limits on bids accepted by the City.

Elliott Oil Company

11/1/2021

Name of Company

Date

By

Andrew Wood

President & COO

Title

CONTRACT

This contract made and entered into in triplicate in Ottumwa, IA this 16th day of November, 2021 by and between CITY OF OTTUMWA, IA, hereinafter called the "OWNER" and Elliott Oil Company, hereinafter called the "CONTRACTOR".

WHEREAS, on October 30, 2021, OWNER issued a request for proposal for fuel and delivery to public works storage tanks; and

WHEREAS, on November 1, 2021, CONTRACTOR submitted a proposal in response to the OWNER's request for proposal; and

WHEREAS, CONTRACTOR's proposal has been recommended for award of contract; and

WHEREAS, OWNER's request for proposal and CONTRACTOR's proposal are hereby incorporated into this Agreement.

NOW, THEREFORE, the Parties agree:

1. **SERVICES TO BE PERFORMED:** CONTRACTOR shall perform the following services for the OWNER, and those other services as may be subsequently agreed to by mutual agreement of the parties:

Delivery of fuel to Public Works above ground storage tanks on an as needed basis. Margin price for fuel will be \$ 0.014 for Ethanol blend gasoline and \$ 0.017 for No.2 diesel fuel per gallon to be added to rack (wholesale) price less available discounts.

Fuel shall be delivered to the following location: Public Works, 1010 Gateway Drive, Ottumwa, IA

2. **INSTRUMENTATIONS:** CONTRACTOR shall be solely responsible for providing any instrumentations, equipment, supplies, vehicle, etc. necessary to accomplish the designated services listed in this Agreement, unless otherwise provided by the OWNER.

3. **COMPENSATION AND TERMS OF PAYMENT:** CONTRACTOR shall bill the OWNER monthly for fuel and services rendered in the prior thirty day period. The OWNER shall make said payment to CONTRACTOR, at the address provided by CONTRACTOR, within 30 days of receipt of invoice from CONTRACTOR.

4. **GENERAL COMPLIANCE:** In the conduct of the services contemplated hereunder, CONTRACTOR shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the OWNER and other governmental authorities with jurisdiction over the work.

5. **STANDARD OF CARE:** Services provided by CONTRACTOR under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Agreement create an independent contractor relationship between them. CONTRACTOR is not an agent or employee of the OWNER for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. CONTRACTOR accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the OWNER on account of CONTRACTOR. CONTRACTOR is responsible for all withholding taxes, social security, unemployment, workers compensation and other taxes and insurance and shall hold the OWNER harmless for any claim for the same.

7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to CONTRACTOR. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

8. **INDEMNIFICATION:** CONTRACTOR shall indemnify and hold the OWNER harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the OWNER may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by CONTRACTOR. If a suit, action, arbitration or other proceeding is instituted by the OWNER in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the OWNER, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the OWNER, including those incurred on appeal.

9. **TERM:** This Agreement shall begin on 16th day of November, 2021 and shall continue in effect until November 16th, 2026, unless terminated by either party in accordance with Section 10.

10. **TERMINATION:** This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by the OWNER, without cause and for its convenience upon thirty (30) days written notice to the CONTRACTOR. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties.

11. **INSURANCE:**

A. CONTRACTOR shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$2,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the OWNER as an additional insured, and that it cannot be canceled or materially altered without giving the OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the OWNER is required.

B. CONTRACTOR shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the OWNER as an additional insured, and that it cannot be cancelled or materially altered without giving the OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the OWNER is required.

C. Failure of CONTRACTOR to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

12. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees that during the term of this Agreement and as a condition of the OWNER's duty to perform under the terms of this Agreement that CONTRACTOR will be in compliance with all applicable federal and state laws, rules and regulations and the policies of the OWNER.

13. **ASSIGNMENT:** CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the OWNER.

14. **WAIVER:** No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

15. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

16. **HEADINGS:** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

17. **SEVERABILITY:** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Wapello County, Iowa, unless otherwise agreed by the parties.

19. **FORCE MAJEURE:** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

20. **ENTIRE AGREEMENT:** This agreement shall be the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

21. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

This Agreement signed and dated this 12th day of November, 2021.

CONTRACTOR

Elliott Oil Company

By: Paul E. Woodell

Title: President & COO

OWNER

Tom J. Payne
Mayor

Attest:
Christa Reinhard
City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 16, 2021

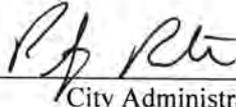
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of resignation of Council Member Meyers and how to proceed with filling the vacancy.

Public hearing required if this box is checked.

RECOMMENDATION: Accept the resignation and proceed with filling the vacancy by appointment.

DISCUSSION: On November 3, Council Member Meyers submitted a letter of resignation to be effective December 31, 2021. Meyers is in the second year of his four-year term, scheduled to end in January 2024. Similar to the previous resignation of Council Member Skip Stevens the City Council may opt to 1) appoint an individual to fill the remainder of the term or 2) call for a special election to fill the balance of the unexpired term. Based upon the recent election (November 2, 2021) and the quantity of interested candidates, it is recommended to proceed with the avenue of appointing an individual to fill the balance of the term. Should the City Council approve to proceed with an appointment, they could choose any of the remaining candidates or any

Source of Funds:

Budgeted Item: Budget Amendment Needed:

other qualified resident from the City of Ottumwa. City staff would again publish notice of the pending appointment and the public would be provided an opportunity to object (and request a special election) through a petition process. Should the City Council agree with the process of appointment to fill the vacancy, staff requests clarification of any direction needed to assist the City Council with their selection of the next Council Member.

November 3, 2021

City Administrator Philip Rath:

I hereby resign my City Council position effective December 31, 2021.

Bob Meyers
Ottumwa City Council

Bob Meyers

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

Pf Rk
City Administrator Approval

AGENDA TITLE: Bid report and contract award for the demolition and disposal of materials at 218 S. Willard.

****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: Accept bid and award contract for the above described work to Tim Skinner Trucking & Excavating for the best bid sum of \$4,880.00

DISCUSSION: Bids for this project were accepted until 2:00 P.M. November 9, 2021. Three bids were received. Tim Skinner Trucking & Excavating submitted the best bid in the amount of \$4,880.00 and staff recommends awarding him the contract. The bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:



[CITY OF]
OTTUMWA

REQUEST BID FOR DEMOLITION AND DISPOSAL OF 218 SOUTH
WILLARD OTTUMWA, IOWA

BID FORM

Address	Demolition Bid
218 South Willard	\$ 4880.00

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.



Signature

TIM SKINNER TRK EXEC

Printed Name

16585 15th ST

Address

641-779-6053

Telephone Number

OTTUMWA IA 52501

City, State, Zip

11-9-21

Date

E-mail Address

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.



River Community Credit Union
644 W. Second Street Phone #(641) 684-6302
Ottumwa, Iowa 52501



RIVER COMMUNITY CREDIT UNION
OTTUMWA, IOWA 52501

066859

PAY TO THE
ORDER OF

CITY OF OTTUMWA *****

SIX HUNDRED DOLLARS ONLY

⇒⇒⇒⇒ **PAY ONLY \$600.00**

Ref: 218 S. WILLARD

CASHIER'S CHECK

09 NOV 21

\$600.00

TIM A SKINNER
16585- 15TH ST
OTTUMWA, IA 52501

VOID AFTER 90 DAYS.

AUTHORIZED SIGNATURE



Security Features Included Details on back

OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

TIM SKINNER TRK & EX
16585 13th St
OTTUMWA IA 52501

17

DEMO PROJECT
219 S. WILLARD
OTTUMWA IA
11-9-24

11

218 S Willard

Bidder

Demolition

Tim Skinner Trucking & Excavating

\$4,880.00

Dan Laursen

\$7,500.00

Weston McKee

\$9,000.00

DEMOLITION AND DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this **16th day of November 2021** by and between the **City of Ottumwa, IA**, hereinafter called the "**OWNER**" and **TIM SKINNER TRUCKING & EXCAVATING**, 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: 218 South Willard, Ottumwa, Iowa - \$4,880.00

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

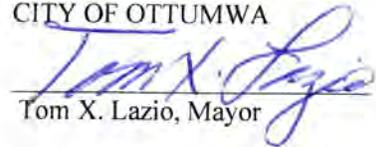
or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, it's employees or agents or any other person, 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


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Contractor Printed Name

Address

City, State, Zip

Phone Number

Date Contractor Signed

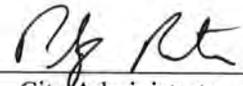
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson 
Department Head



City Administrator Approval

AGENDA TITLE: Bid report and contract award for the demolition and disposal of materials at 306 E. Park.

****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: Accept bid and award contract for the above described work to Weston McKee for the best bid sum of \$9,500.00

DISCUSSION: Bids for this project were accepted until 2:00 P.M. November 9, 2021. Three bids were received. Weston McKee submitted the best bid in the amount of \$9,500.00 and staff recommends awarding his the contract. The bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:



[CITY OF]
OTTUMWA

REQUEST BID FOR DEMOLITION, CLEAN UP AND DISPOSAL OF 306
EAST PARK OTTUMWA, IOWA

BID FORM

Address	Demolition Bid
306 East Park	9,500 ⁰⁰

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.

Wesley McKee Wesley McKee
Signature Printed Name

2953 Glasgow Rd. 641-226-4412
Address Telephone Number

Frankfield Ia 11/8/21
City, State, Zip Date
52556

E-mail Address

WESTON MCKEE

CITY CLERK
105 EAST THIRD STREET
OTTAWA IA 52501

306 EAST PAIK PROJECT

NOVEMBER 9, 2001

\$950-cash

306 E Park

Bidder

Demolition

Weston McKee

\$9,500.00

Tim Skinner Trucking & Excavating

\$13,250.00

Dan Laursen

\$14,900.00

DEMOLITION AND DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this 16th day of November 2021 by and between the **City of Ottumwa, IA**, hereinafter called the “**OWNER**” and **WESTON MCKEE**, 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, clean up 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: 306 East Park, Ottumwa, Iowa - \$9,500.00

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

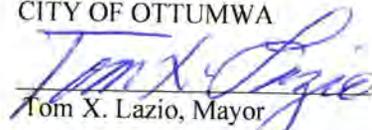
or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person, 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.

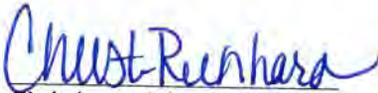
Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

IN WITNESS WHEREOF, This Contract has been executed in duplicate on the date herein written.

CITY OF OTTUMWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Contractor Printed Name

Address

City, State, Zip

Phone Number

Date Contractor Signed

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Bid report and contract award for asbestos removal, demolition and disposal of materials at 238 N. Moore.

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: Accept bid and award contract for the above described work to Weston McKee for the best bid sum of \$19,000.00

DISCUSSION: Bids for this project were accepted until 2:00 P.M. November 9, 2021. Two asbestos bids and three demolition bids were received. Weston McKee submitted the best bid for asbestos removal and demolition in the amount of \$19,000.00 and staff recommends awarding him the contract. The bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:



CITY OF
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 238 NORTH MOORE, OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
238 North Moore	9000 ⁰⁰	10600 ⁰⁰	19,600 ⁰⁰

_____ 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.

Weston M. Cree
Signature

WESTON M. CREE
Printed Name

2953 Glen Road
Address

641-226-4412
Telephone Number

Fairfield IA
City, State, Zip
52556

11/8/21
Date

E-mail Address

WESTON MCKEE

CITY CENTER

105 N. MOORE PROJECT
OTTUMWA IA 52501
NOVEMBER 9, 2021

\$1900 cash

238 N Moore

Bidder	Asbestos	Demolition	Total
Weston McKee	\$9,000.00	\$10,000.00	\$19,900.00
Tim Skinner Trucking & Excavating	None	\$10,950.00	\$10,950.00
Dan Laursen	\$11,900.00	\$11,000.00	\$22,900.00

ASBESTOS REMOVAL, DEMOLITION AND DISPOSAL CONTRACT

This contract made and entered into, in duplicate, at Ottumwa, IA this **16th day of November 2021** by and between the **City of Ottumwa, IA**, hereinafter called the **“OWNER”** and **WESTON MCKEE**, 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:

Asbestos removal, 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: 238 North Moore, Ottumwa, Iowa - \$19,000.00

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

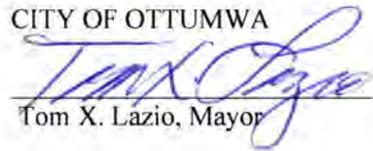
or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, it's employees or agents or any other person, 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



Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CONTRACTOR SIGNATURE

Contractor Printed Name

Address

City, State, Zip

Phone Number

Date Contractor Signed

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: **Camping Fee Increase for 2022 Camping Season**

 Public hearing required if this box is checked.

RECOMMENDATION: **Approve the fee increases for camping at the Ottumwa Park Campground for the 2022 camping season**

DISCUSSION: The fees for camping at the Ottumwa Park Campground are currently \$15 per night for tents and \$18 for RVs. Both of these fees should be raised to \$20 per night. With the increase, the camping fees at the Ottumwa Park Campground will still be lower than other area campgrounds. The fee increase will result in approximately \$9700 in additional revenue for the campground, and it will also greatly reduce the amount of change that the campground hosts will have to make. The last time the camping fees were increased was 2019.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

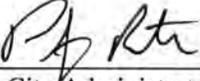
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 16, 2021

Fire
Department

Cory Benge
Prepared By
Tony Miller
Department Head


City Administrator Approval

AGENDA TITLE: Resolution #204-2021. Authorize the purchase a new 75 foot aerial fire apparatus for the fire department.

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 #204-2021. Approve this purchase from Sutphen Corporation for the price of \$1,095,169.40.

DISCUSSION: This is for replacement of truck #308 which is a 1996 Pierce aerial with a 65 foot aerial. The aerial portion of this truck was taken out of service due to corrosion issues approximately two years ago. This replacement was approved by the fleet committee on 9/28/2021 and fleet replacement estimate was 1.5 million dollars. Prices are due to increase by an estimated seven to ten percent January 1, 2022. This purchase is being done via Sourcewell which saves the city an estimated fifteen percent. Using Sourcewell also satisfies the City and State bidding process which is the reason for the cost savings. This price includes all required loose equipment for this truck such as hoses and nozzles.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

This truck is considered a quint which will aid with maintaining the current ISO rating. A quint provides - pump, water tank, fire hose, aerial device, and ground ladders. Estimated delivery time is 13-15 months and payment is required at time of delivery.

RESOLUTION NO. 204-2021

A RESOLUTION APPROVING THE PURCHASE OF A NEW AERIAL FIRE APPARATUS

WHEREAS: The City of Ottumwa, Iowa operates the Ottumwa Fire Department, and;

WHEREAS: The Ottumwa Fire Department has received Council support to replace a 1996 Pierce Aerial, and;

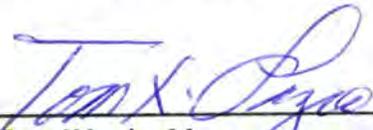
WHEREAS: The City Council of Ottumwa, Iowa has agreed to purchase a new Aerial Fire Apparatus, and;

WHEREAS: The City of Ottumwa, OFD members have negotiated with SUTPHEN Corporation for a fair price;

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF OTTUMWA, IOWA THAT: The SUTPHEN Corporation be awarded the contract in the amount for the purchase of a 75' Mid-Mount Aerial Ladder in the amount of \$1,095,169.40.

APPROVED, PASSED, AND ADOPTED, this 16th day of November, 2021.

CITY OF OTTUMWA


Tom X Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this ^{16th}~~5th~~ day of November, 2021 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the City of Ottumwa of Ottumwa, IA, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One million, ninety five thousand, one hundred and sixty nine dollars, and forty cents (\$1,095,169.40) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 201 N Wapello St Ottumwa, IA within approximately 13-15 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Iowa. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in Wapello County, Iowa, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By Ben Brown, Legacy Fire Apparatus
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____
Title _____
Date _____

PURCHASER

THE City of Ottumwa
By Tom X. Lazio *Tom X. Lazio*
Title Mayor

Date November 16, 2021

By Christina REinhard *Christa Reinhard*
Title City Clerk

Date November 16, 2021



PROPOSAL

TO THE:

Ottumwa Fire Department
Deputy Chief Bengé
201 N Wapello St
Ottumwa, IA

DATE: November 5th, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) Complete and
Delivered for the Total Sum of\$1,095,169.40**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **13-15** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (**30**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Ben Brown

Ben Brown
Legacy Fire Apparatus
Authorized Representative for Sutphen Corporation
(877)374-0353



SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

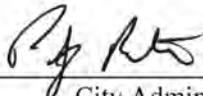
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 205-2021: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HCI52501 INVESTMENT, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution No. 205-2021

DISCUSSION: At the November 2, 2021 Council meeting, the Council rejected a proposed development agreement with HCI52501 which would have provided a 20-year, 100% tax increment financing rebate for a 108 unit multifamily housing project. Staff and the developer have continued to negotiate and reached a compromise to present to Council and the public. Rather than a 20-year, 100% rebate, a development agreement has been

Source of Funds:

Budgeted Item: Budget Amendment Needed:

prepared for Council review which includes at 20-year, 50% rebate. This would cut the City's obligation in half from the previous proposal.

This resolution would set a public hearing on December 7, 2021 at 5:30pm to consider the new development agreement. A full presentation will be made at that meeting. Staff believes this compromise is a significant improvement consistent over the last development agreement and is more in line with the direction the Council gave at that meeting. While this agreement is still for a 20-year rebate, the 50% rebate guarantees revenue in year one and throughout the duration of the agreement. It also locks in the minimum assessed value for a longer period of time. A 10-year, 100% rebate would reset the assessed value after 10 years, meaning that when revenue became available it would be on a potentially smaller value.

In all, this agreement is a positive step toward addressing low-to-moderate and workforce housing needs. It balances our short-term revenue needs with leveraging future tax increment to fund development today.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 16, 2021

5:30 P.M.

Bonita Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.

IMPORTANT INFORMATION

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

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

October 19, 2021

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

Holly Berg, Matt Dalbey, Marc Roe, Bob Meyers, Sandra Pope

Absent: None

Vacant: None

* * * * *

Council Member Meyers then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HCIS2501 INVESTMENT, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Dalbey seconded the motion to adopt. The roll was called, and the vote was:

AYES: Berg, Dalbey, Roe, Meyers, Pope

NAYS: None

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

RESOLUTION NO. 205-2021

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH HCI52501 INVESTMENT, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, on November 2, 2021, this Council adopted the Bonita Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Bonita Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

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

WHEREAS, the City has received a proposal from HCI52501 Investment, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 108 unit multi-family housing complex, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, all of the housing units proposed to be constructed as part of the Minimum Improvements are planned to be LMI Housing Units (as defined in the Agreement), and relatedly an application has been made for the Project to receive incentives from the Iowa Economic Development Authority under the Workforce Housing Tax Credits Program; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 50% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, but not to exceed \$87,500 annually; the cumulative total for all such payments not to exceed the lesser of (i) \$1,750,000 over twenty (20) years, or (ii) the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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 Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M. on December 7, 2021, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with HCI52501 Investment, LLC.

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 ENTER INTO A
DEVELOPMENT AGREEMENT WITH HCI52501
INVESTMENT, LLC, 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 December 7, 2021, at 5:30 P.M. in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with HCI52501 Investment, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the proposed Bonita Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of a 108 unit multi-family housing complex, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. All of the housing units proposed to be constructed as part of the Minimum Improvements are planned to be LMI Housing Units (as defined in the Agreement), and relatedly an application has been made for the Project to receive incentives from the Iowa Economic Development Authority under the Workforce Housing Tax Credits Program.

The Agreement would further obligate the City to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 50% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, but not to exceed \$87,500 annually. The cumulative total for all such payments would not exceed the lesser of (i) \$1,750,000 over twenty (20) years, or (ii) the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

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 above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this 20th day of November, 2021.

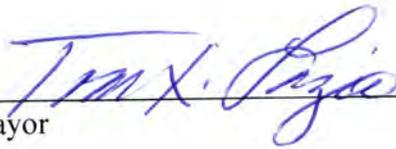
Christina Reinhard

City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

01951910-1\10981-172

PASSED AND APPROVED this 16th day of November, 2021.



Mayor

ATTEST:




City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 16th day of November, 2021.

Christie Richard

City Clerk, City of Ottumwa, State of Iowa



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 16, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #206-2021. Approving Change Order #11 and accepting the work as final and complete and approving the Final Pay Request for the Ottumwa Main Street (Downtown Streetscape) Project.

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #206-2021.

DISCUSSION: The Downtown Main Streetscape project has been completed and Change Order 11 adjusts for stamped concrete, intake adjustments, removal of pavers by hand and new stone.

Total contract amount includes private side water services. To date the City has been reimbursed from property owners \$41,623.86 and \$3,643.27 applied to owners property taxes for a total of \$45,267.13. Included in the private side totals were the installation of two fire service lines for future development of upper story apartments.

Change Order #11 increases the contract sum by \$129,363.94. The new contract sum is \$5,432,151.17.

Portzen Construction Inc. of Dubuque, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #11 and final payment in the amount of \$129,363.94.

<u>Funding:</u>	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Ottumwa Area Arts Council	\$ 12,800
Total	\$5,995,465

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

Base bid	\$5,096,359.30	
CO 1	\$ 30,194.36	
CO 2	\$ 3,987.50	
CO 3	\$ 8,139.72	
CO 4	\$ 11,885.50	
CO 5	\$ (5,123.05)	
CO 6	\$ 62,995.96	
CO 7	\$ 2,490.42	
CO 8	\$ 12,804.48	
CO 9	\$ 17,440.00	
CO 10	\$ 61,613.04	
CO 11	<u>\$ 129,363.94</u>	
New Contract Sum	\$5,432,151.17	Portzen Contract
Resident Engineer	\$ 300,000.00	Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #206-2021

A RESOLUTION APPROVING CHANGE ORDER #11 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE OTTUMWA MAIN STREET (DOWNTOWN STREETScape) PROJECT

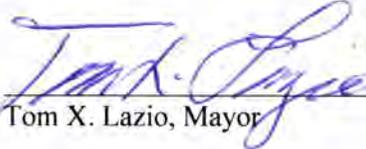
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on May 7, 2019 with Portzen Construction Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #11 increases the contract amount by \$129,363.94. The total new contract sum is \$5,432,151.17. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Ottumwa Main Street (Downtown Streetscape) Project is hereby accepted as complete and authorization to make final payment to Portzen Construction Inc. of Dubuque, Iowa in the amount of \$129,363.94 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of November, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Ottumwa Main Street

To Contractor: PORTZEN CONST.

Change Order Number: 11

The Contract is changed as follows:

	2-Nov-21
Stamped Concrete	<u>\$26,558.40</u>
Intake Adjustments	<u>\$3,000.00</u>
Removal of Pavers (by hand)	<u>\$10,500.00</u>
Stone	<u>\$1,882.48</u>
Final Quantity CO (see attached for summary)	<u>\$87,423.06</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	\$129,363.94

Base bid amount \$5,096,359.30

NEW PROJECT TOTAL \$5,432,151.17

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$5,096,359.30</u>
Net change by previously authorized Change Orders	<u>\$206,427.93</u>
The Contract Sum prior to this change order	<u>\$5,302,787.23</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$129,363.94</u>
The new Contract Sum including this change order	<u>\$5,432,151.17</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

Darryl Seal
ENGINEER/
DIRECTOR OF PUBLIC WORKS

11-16-2021
DATE

PORTZEN CONST.
CONTRACTOR
[Signature]
BY

11-16-2021
DATE
Controller
TITLE

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CHANGE ORDER

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To Contractor: PORTZEN CONST.

Change Order Number: 11

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The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

ENGINEER/
DIRECTOR OF PUBLIC WORKS

DATE

PORTZEN CONST.
CONTRACTOR

DATE

BY

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Ottumwa Main Street

PAY REQUEST NO. 19
Supplement to Final No. 18

FROM CONTRACTOR: PORTZEN CONST.

PAY PERIOD: 2-Nov-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$5,096,359.30
2. Net change by Change Orders	\$335,791.87
3. Contract Sum to Date (Line 1+ Line 2)	\$5,432,151.17
4. Total Completed and Stored to Date	\$5,432,151.17
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$5,432,151.17
7. Less Previous Payments	\$5,302,787.23
8. Current Payment Due	\$129,363.94

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR _____

DATE: _____

BY: _____

TITLE: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$129,363.94

DATE: _____

ENGINEER/DIRECTOR OF PUBLIC WORKS

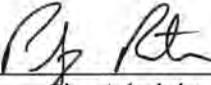
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 16, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3187-2021: AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA

Public hearing required if this box is checked.

RECOMMENDATION: APPROVE THE FIRST READING OF ORDINANCE NO. 3187-2021.

DISCUSSION: At the November 2, 2021 meeting, the Council adopted the Bonita Urban Renewal Plan and established the Bonita Urban Renewal Area. In order to carry out any of the projects included in the Bonita Urban Renewal Plan, the City would need to pass an ordinance to authorize capturing tax increment and using it make economic development payments to pay certified debts. This is the ordinance that executes the Urban Renewal

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Plan. The plan included a project for the development of 108 units of LMI, workforce housing. However, the plan also included a project for street repair. In order to do any action on any project, this ordinance would have to be adopted as a partner to the URP.

ORDINANCE NO. 3187-2021

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BONITA URBAN RENEWAL AREA, IN CITY OF OTTUMWA, COUNTY OF WAPELLO STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF OTTUMWA, COUNTY OF WAPELLO, OTTUMWA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE BONITA URBAN RENEWAL AREA (**THE BONITA URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 201-2021 passed and approved on the 2nd day of November, 2021, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Bonita Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

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

And

Full width of the right-of-way for Bonita Ave. from Clearview St. to Highway 149.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Ottumwa, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Ottumwa, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Ottumwa, County of Wapello, Ottumwa Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Ottumwa, State of Iowa, certifies to the Auditor of Wapello County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Ottumwa, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Ottumwa, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Ottumwa, State of Iowa, referred to in Section 3 hereof have been paid, all monies

thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021,

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 _____, 2021, signed by the Mayor on _____, 2021, and published in the Ottumwa Courier on _____, 2021.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01947068-1\10981-171



| CITY OF |
O T T U M W A

Petition No.: 5086-2021

Petitioner Information:

Name: Marcia McDaniel - 730 signatures in 52501 (1,185 total online) no St. Addresses

Address: _____

Phone Number: (641) 777-3163

Petition contains the required number of signatures.

Summary of Petition:

End the Ban on Pit Bulls in Ottumwa, Iowa

~~1. Engineering Department~~ Approve Deny

~~Comments:~~

Council Members and Mayor

Date

Dept. Initials
Required

~~2. Plan/Zoning/Dev. Department~~ Approve Deny

~~Comments:~~

Date

Dept. Initials
Required

~~3. Health Department~~ Approve Deny

~~Comments:~~

Date

Dept. Initials
Required

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

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

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

October 29th, 2021

Re: Ottumwa's Pitbull ban

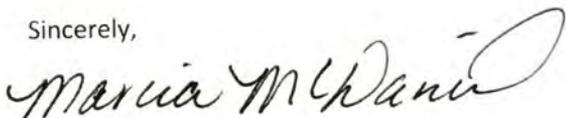
Dear Mayor and City Council,

Along with the petition, the Coalition to end Ottumwa's Pitbull ban is including our folder of facts for you to review. The petition has also been filed with the City Clerk. To provide full transparency, we are in contact with the Animal Farm Foundation and have included a page from their website that shows what the foundation spent in the lawsuit against Sioux City. You will also find an email from the city attorney in Sioux City regarding the amount the city spent prior to dropping their defense once it became apparent that Breed Specific Legislation is unconstitutional.

I can be reached by phone at 641-777-3163 if any of you need additional information or have any questions.

I look forward to hearing from you soon.

Sincerely,



Marcia McDaniel

Coalition to end Ottumwa's Pitbull Ban

Pick the Pitbull
this is what
you ask animal
control to do...

answer on pg. 23

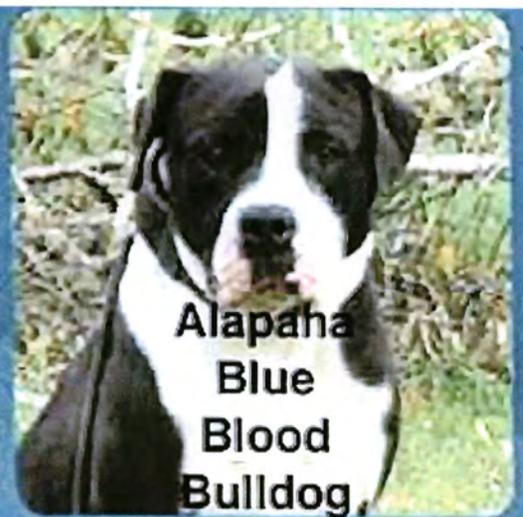




American Bulldog



American Akita



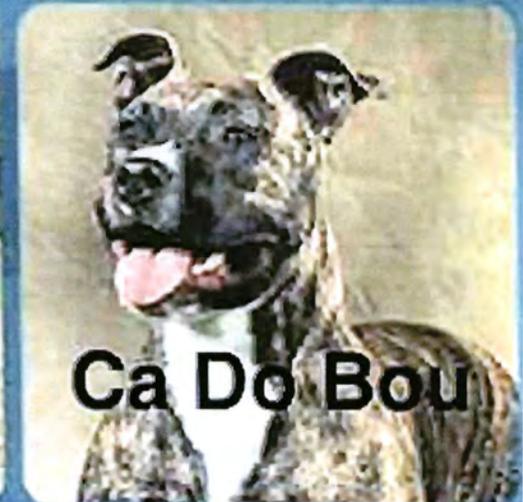
Alapaha Blue Blood Bulldog



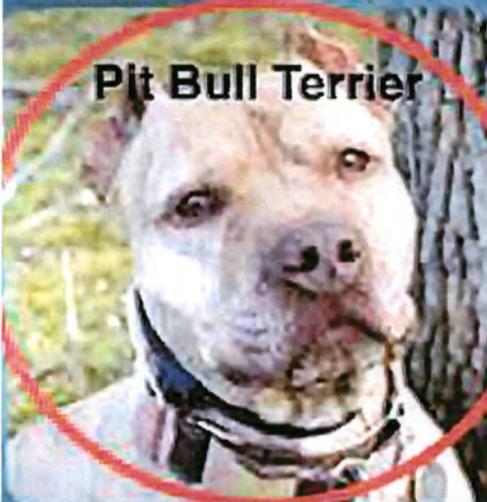
Dogo Argentino



Presa Canario



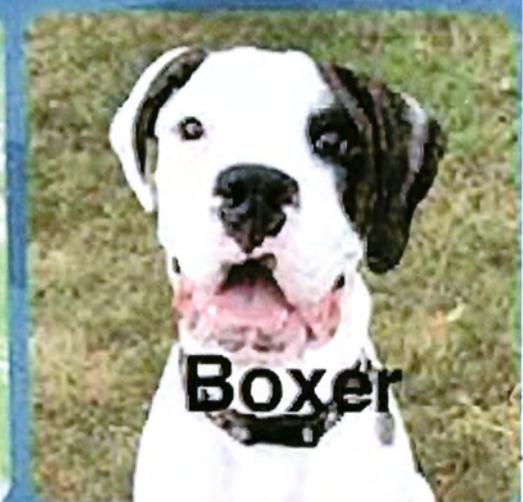
Ca Do Bou



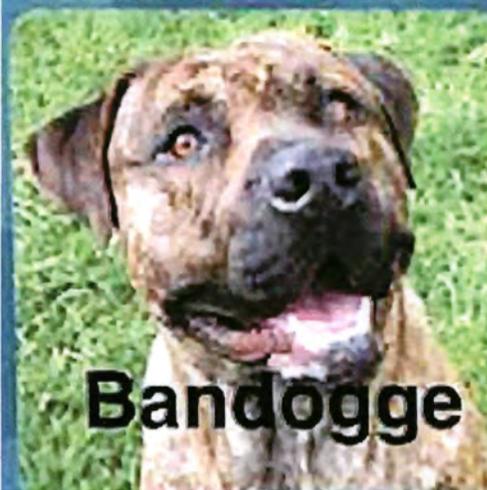
Pit Bull Terrier



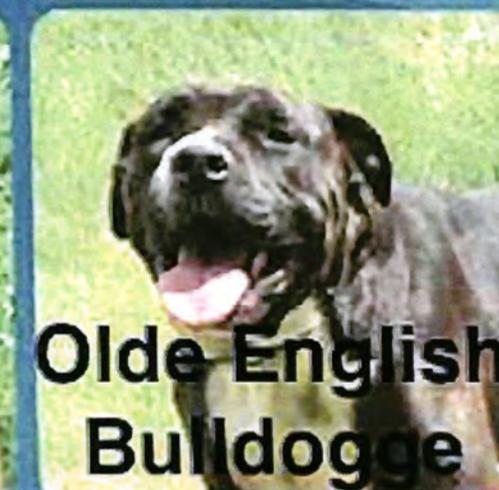
Cane Corso



Boxer



Bandogge



Olde English Bulldogge



American Bully



American Pit Bull Terrier

Tweet

Save



Tara Gregg, Animal Photography

Breed Group: Terrier

Height: 17 to 21 inches

Weight: 30 to 60 pounds

Life Span: 10 to 15 years

The Pit Bull, Pittie or APBT, as he's known for short, is often described as a goofball or clown. Although this medium-sized dog is not always aggressive, he has a fearsome reputation because of his background as a fighting dog. But with people who appreciate and understand his personality, he can be a wonderful family companion.



Breed Characteristics

Adaptability ⓘ	● ● ●
Affection Level ⓘ	● ● ● ● ●
Apartment Friendly ⓘ	● ●
Barking Tendencies ⓘ	● ● ●
Cat Friendly ⓘ	●
Child Friendly ⓘ	● ● ● ●
Dog Friendly ⓘ	●
Exercise Needs ⓘ	● ● ●
Grooming ⓘ	●
Health Issues ⓘ	● ● ●
Intelligence ⓘ	● ● ● ●
Playfulness ⓘ	● ● ● ●
Shedding Level ⓘ	● ●
Social Needs ⓘ	● ● ● ●
Stranger Friendly ⓘ	● ● ● ●
Territorial ⓘ	● ● ●
Trainability ⓘ	● ● ● ●
Watchdog Ability ⓘ	● ● ●



SHOP KITS



Harley's #1 breed is Staffordshire Terrier. As her dominant breed, it appears at the top of the list. Half of her genetic data comes from this breed.

- 1 50.0% Staffordshire Terrier
- 2 23.7% Golden Retriever
- 3 14.5% Australian Cattle Dog
- 4 11.8% Great Pyrenees



- American Pit Bull Terrier
- Chihuahua
- German Shepherd
- Labrador Retriever

Send in the Pitties

American Pit Bull Terriers (affectionately referred to as Pitties) were popular in areas with lax spay/neuter laws. Coupled with their large litter sizes, this led to a surging number of Pitties over the decades.

Most dogs are imported across state lines, to shelters with open spaces. This explains why Pitties became so widely distributed across the country.



- American Pit Bull Terrier
- Chihuahua
- German Shepherd
- Labrador Retriever
- Alaskan Husky
- Australian Cattle Dog
- Beagle
- Miniature Poodle

Top Breeds in Mixed-Breed Dogs in the USA



American Pit Bull Terrier



German Shepherd Dog



Chow Chow



Labrador Retriever



Australian Cattle Dog



Boxer



American Staffordshire Terrier



Chihuahua



Rottweiler



Siberian Husky



ASPCA®



DONATE

[ABOUT US](#) / [POLICIES AND POSITIONS](#)

Position Statement on Pit Bulls



Position Statement on Pit Bulls

Dog breeds are characterized by certain physical and behavioral traits. Each breed was developed to perform a specific job, whether that job is hunting rabbits, retrieving downed birds, herding livestock or sitting on people's laps. When developing a breed, breeders selected only those dogs that performed their job best to produce the next generation.

Physical abilities and behavior are both important facets of any breed. A well-bred dog should have both the physical attributes necessary to perform its job and the behavioral tendencies needed to learn it. It's not surprising that individuals of a specific breed tend to look and behave somewhat similarly. Pointers are more likely than Poodles to point, and sheepdogs are more likely than lapdogs to herd. However, while a dog's genetics may predispose it to perform certain behaviors, tremendous behavioral variation exists among individuals of the same breed or breed type. It's also important to note that some dog breeds are now bred for entirely different jobs than those for which they were originally developed. For example, certain strains of Golden Retrievers are now being bred as service dogs, a far cry from their original job of retrieving downed birds.

Today's pit bull is a descendant of the original English bull-baiting dog—a dog that was bred to bite and hold bulls, bears and other large animals around the face and head. When baiting large animals was outlawed in the 1800s, people turned instead to fighting their dogs against each other. These larger, slower bull-baiting dogs were crossed with smaller, quicker terriers to produce a more agile and athletic dog for fighting other dogs.

Some pit bulls were selected and bred for their fighting ability. That means that they may be more likely than other breeds to fight with dogs. It doesn't mean that they can't be around other dogs or that they're unpredictably

aggressive. Other pit bulls were specifically bred for work and companionship. These dogs have long been popular family pets, noted for their gentleness, affection and loyalty. And even those pit bulls bred to fight other animals were not prone to aggressiveness toward people. Dogs used for fighting needed to be routinely handled by people; therefore aggression toward people was not tolerated. Any dog that behaved aggressively toward a person was culled, or killed, to avoid passing on such an undesirable trait. Research on pet dogs confirms that dog aggressive dogs are no more likely to direct aggression toward people than dogs that aren't aggressive to other dogs.

It is likely that that the vast majority of pit bull type dogs in our communities today are the result of random breeding—two dogs being mated without regard to the behavioral traits being passed on to their offspring. The result of random breeding is a population of dogs with a wide range of behavioral predispositions. For this reason it is important to evaluate and treat each dog, no matter its breed, as an individual.

While a dog's genetics may predispose it to behave in certain ways, genetics do not exist in a vacuum. Rather, behavior develops through a complex interaction between environment and genetics. This is an especially important consideration when we look at an individual dog versus a breed. Many diverse and sometimes subtle factors influence the development of behavior, including, but not limited to, early nutrition, stress levels experienced by the mother during pregnancy, and even temperature in the womb. And when it comes to influencing the behavior of an individual dog, factors such as housing conditions and the history of social interactions play pivotal roles in behavioral development. The factors that feed into the expression of behavior are so inextricably intertwined that it's usually impossible to point to any one specific influence that accounts for a dog becoming aggressive. This is why there is such variation in behavior between individual dogs, even when they are of the same breed and bred

for the same purpose. Because of the impact of experience, the pit bull specifically bred for generations to be aggressive may not fight with dogs and the Labrador retriever bred to be a service dog may be aggressive toward people.

Early positive experiences, most notably socialization, are considered key in preventing aggressive tendencies in dogs. Puppies that learn how to interact, play and communicate with both people and members of their own and other species are less likely to show aggressive behavior as adults. Given the powerful impact of socialization, it's no surprise that dogs that are chained outside and isolated from positive human interaction are more likely to bite people than dogs that are integrated into our homes.

Unfortunately, pit bull type dogs that find themselves in these conditions may be at greater risk for developing aggressive behavior. But because these factors are ones that can be controlled by better educated owners, it is possible to reduce these risks, not just in pit bulls but in dogs of all breeds.

The reality is that dogs of many breeds can be selectively bred or trained to develop aggressive traits. Therefore the responsible ownership of any dog requires a commitment to proper socialization, humane training and conscientious supervision. Despite our best efforts, there will always be dogs of various breeds that are simply too dangerous to live safely in society. We can effectively address the danger posed by these dogs by supporting the passage and vigorous enforcement of laws that focus, not on breed, but on people's responsibility for their dogs' behavior, including measures that hold owners of all breeds accountable for properly housing, supervising and controlling their dogs. Breed neutral "dangerous dog" laws, "leash laws" that prohibit dogs from running loose off their owners' property, and "anti chaining" laws can control the behavior of individual dogs and individual owners and thereby help reduce the risk of harm to people and other animals.

Laws that ban particular breeds of dogs do not achieve these aims and instead create the illusion, but not the reality, of enhanced public safety. Notably, there are no statewide laws that discriminate based on dog breed, and 18 states have taken the proactive step of expressly banning laws that single out particular breeds for disparate legal treatment. Even the White House has weighed in against laws that target specific breeds. In a [statement issued in 2013 \(https://petitions.whitehouse.gov/response/breed-specific-legislation-bad-idea\)](https://petitions.whitehouse.gov/response/breed-specific-legislation-bad-idea), President Obama said “[w]e don’t support breed-specific legislation—research shows that bans on certain types of dogs are largely ineffective and often a waste of public resources. And the simple fact is that dogs of any breed can become dangerous when they’re intentionally or unintentionally raised to be aggressive.”

All dogs, including pit bulls, are individuals. Treating them as such, providing them with the care, training and supervision they require, and judging them by their actions and not by their DNA or their physical appearance is the best way to ensure that dogs and people can continue to share safe and happy lives together.



Issue Analysis: Why Breed-Specific Legislation Doesn't Work

By *AKC Staff*

Apr 07, 2015 | 4 Minutes



 *socialization, therapy dogs, service dogs*

We have all heard the heartbreaking stories: A child brutally attacked by a dog. A beloved family pet or a farmer's livestock killed or injured by a stray dog. Such stories are far too common, and everyone agrees our communities must be protected from dangerous

communities must be protected from dangerous animals.

When faced with this dilemma, many public officials have turned to breed-specific legislation (BSL) as a possible solution. Breed-specific legislation is any bill that seeks to ban or place severe restrictions on owners of a particular breed of dog or dogs with certain physical characteristics, regardless of whether or not the dog is a problem in the community.

Like racial profiling for dogs, BSL unfairly penalizes responsible dog owners without holding owners of truly dangerous dogs accountable. This is why the American Kennel Club, the American Veterinary Medical Association, the National Animal Control Association, the American Bar Association, and a host of other respected national organizations oppose BSL and recognize the inequities and inherent fallacies of such laws.

A Declining Trend

Around the world, governments are recognizing the inherent problems with BSL and revising their dangerous dog policies. Italy, for example, repealed its breed-specific policies after six years of costly enforcement and ineffectiveness. In June 2009, the Dutch government announced its intent to remove its “pitbull” ban after determining that it did not decrease dog bites or improve safety in the Netherlands.

In the United States, the American Kennel Club (AKC) sees multiple state legislatures and local governments introduce bills each year with breed-specific components. These bills take many forms and do not always simply ban the ownership of certain breeds. Some include a mandatory sterilization of specific breeds, liability insurance requirements, or higher licensing fees. Some automatically designate specific breeds as “dangerous”, thereby subjecting some responsible dog owners to specific laws not applicable to owners of other breeds.



The AKC plays an active role in stopping breed-specific legislation. Since 2005, the AKC has actively opposed more than a dozen state initiatives to enact breed-specific legislation. Only one of these bills became law. In 2012, the AKC actively supported the successful repeal of Ohio's statewide breed-specific laws, which had been in effect for over 20 years.

This resulted in numerous communities throughout Ohio re-examining – and in many cases repealing – their breed-specific policies. The Cincinnati City Council, for example, repealed their long-standing policies by an 8-1 vote in April 2012. Ohio communities are not unique in this trend. Each year, the AKC works with counties and municipalities across the country that are seeking to amend or repeal their breed-specific laws as local governments and animal control recognize the ineffectiveness of these policies in addressing concerns with dangerous dogs.



Policy and Implementation Concerns

There are a number of inherent problems with breed-specific legislation. Banning a specific breed punishes responsible dog owners who have well-trained dogs of that breed, while irresponsible owners who want a “dangerous dog” as a status symbol will simply choose another breed. Public officials are left continuing to add to a list of forbidden breeds. Italy’s list grew to over 90 breeds before the statute was repealed.

Animal control officers must also become dog breed experts in order to determine whether a specific dog is on the list of regulated breeds. In Iowa, for example, a dog owner had to fight for the right to keep her dog after animal control officers determined the mixed-breed dog violated the community’s breed-specific ordinance – even though neither the owner nor their veterinarian immediately identified the dog as being any the banned breeds. Some communities have attempted to define a dangerous dog as any dog that has certain physical characteristics. This forces local



officials to focus more on a dog's appearance than its behavior – and often results in incorrect identification.

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Breed-specific laws also often lead to increased costs to the community, as many owners abandon their household pets at local shelters because they are no longer permitted to own them, or are unable to comply with the strict regulations imposed on them. In many cases, the owner must choose between relocating to a different town or getting rid of their dog. Many of these dogs end up being housed and/or euthanized at



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Better Alternatives

Strict enforcement of animal control laws (such as leash laws) and guidelines that clearly define dangerous behavior in all breeds are more effective in protecting communities from dangerous animals.

Dangerous dog guidelines should establish a fair process by which a dog is deemed “dangerous” or “vicious” based on *stated, measurable actions*, not merely based on breed. These laws should also impose appropriate penalties on irresponsible owners and establish a well-defined method for dealing with dogs proven to be dangerous.



Increased public education efforts also prove effective, as they address the root issue of irresponsible dog ownership. Salt Lake County, Utah, implemented a program in 2009 to train “pit bull” breeds in an attempt to lower the numbers being euthanized in local shelters. This program utilizes the American Kennel Club’s Canine Good Citizen® program to teach owners on how to properly train and socialize their dogs.

(www.animalservices.slco.org)

If a community truly wants to fix the problem of dangerous dogs, then it needs to abandon the idea of breed-specific legislation. Time and time again, communities that have enacted BSL get unenforceable and costly laws, but no solution to the problem.

Addressing the issue of irresponsible ownership is a much more effective method of animal control. The AKC Government Relations Department is available to help communities develop dangerous dog policies that properly protect citizens and responsible dog owners.



2020 Most Popular Dog Breeds Rankings

Breed	2020 Rank
-------	-----------

Retrievers (Labrador)

French Bulldogs

German Shepherd Dogs

Retrievers (Golden)

Bulldogs

Poodles

Beagles

Rottweilers

Pointers (German Shorthaired)

Dachshunds

Pembroke Welsh Corgis

Guess what Breed isn't on this list! American Pitbull

5

6

7

8

9

10

11

Australian Shepherds	12
Yorkshire Terriers	13
Boxers	14
Great Danes	15
Siberian Huskies	16
Cavalier King Charles Spaniels	17
Doberman Pinschers	18
Miniature Schnauzers	19
Shih Tzu	20
Boston Terriers	21
Bernese Mountain Dogs	22



Pomeranians	23
Havanese	24
Cane Corso	25
Spaniels (English Springer)	26
Shetland Sheepdogs	27
Brittanys	28
Pugs	29
Spaniels (Cocker)	30
Miniature American Shepherds	31
Border Collies	32
Mastiffs	33
Chihuahuas	34
Vizslas	35
<u>Basset Hounds</u>	36



Belgian Malinois 37

Maltese 38

Weimaraners 39

Collies 40

Newfoundlands 41

Rhodesian Ridgebacks 42

Shiba Inu 43

West Highland White Terriers 44

Bichons Frises 45

Bloodhounds 46

Spaniels (English Cocker) 47

Akitas 48

Portuguese Water Dogs 49

Retrievers (Chesapeake Bay) 50



Dalmatians

51

St. Bernards

52

Papillons

53

Australian Cattle Dogs

54

Bullmastiffs

55

Samoyeds

56

Scottish Terriers

57

Soft Coated Wheaten Terriers

58

Whippets

59

Pointers (German Wirehaired)

60

Chinese Shar-Pei

61

Airedale Terriers

62

Wirehaired Pointing Griffons

63

Bull Terriers

64



Alaskan Malamutes

65

Cardigan Welsh Corgis

66

Giant Schnauzers

67

Old English Sheepdogs

68

Italian Greyhounds

69

Great Pyrenees

70

Dogues de Bordeaux

71

Russell Terriers

72

Cairn Terriers

73

Irish Wolfhounds

74

Setters (Irish)

75

Greater Swiss Mountain Dogs

76

Miniature Pinschers

77

Lhasa Apsos

78



Chinese Crested

79

Coton de Tulear

80

Staffordshire Bull Terriers

81

American Staffordshire Terriers

82

Rat Terriers

83

Chow Chows

84

Anatolian Shepherd Dogs

85

Basenjis

86

Spaniels (Boykin)

87

Lagotti Romagnoli

88

Brussels Griffons

89

Retrievers (Nova Scotia Duck Tolling)

90

Norwegian Elkhounds

91

Standard Schnauzers

92



Dogo Argentinos

93

Bouviere des Flandres

94

Pekingese

95

Keeshonden

96

Border Terriers

97

Leonbergers

98

Tibetan Terriers

99

Neapolitan Mastiffs

100

Setters (English)

101

Retrievers (Flat-Coated)

102

Borzoi

103

Fox Terriers (Wire)

104

Miniature Bull Terriers

105

Belgian Tervuren

106



Setters (Gordon)

107

Silky Terriers

108

Norwich Terriers

109

Spinoni Italiani

110

Japanese Chin

111

Welsh Terriers

112

Toy Fox Terriers

113

Schipperkes

114

Parson Russell Terriers

115

Pointers

116

Belgian Sheepdogs

117

Tibetan Spaniels

118

American Eskimo Dogs

119

Irish Terriers

120



Beaucerons	121
Afghan Hounds	122
Boerboels	123
Fox Terriers (Smooth)	124
Bearded Collies	125
Black Russian Terriers	126
Black and Tan Coonhounds	127
Spaniels (Welsh Springer)	128
American Hairless Terriers	129
Norfolk Terriers	130
Xoloitzcuintli	131
Manchester Terriers	132
Kerry Blue Terriers	133
Australian Terriers	134



Spaniels (Clumber)

135

Lakeland Terriers

136

Bluetick Coonhounds

137

English Toy Spaniels

138

German Pinschers

139

Tibetan Mastiffs

140

Bedlington Terriers

141

Greyhounds

142

Pulik

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Salukis

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Barbets

145

Redbone Coonhounds

146

Swedish Vallhunds

147

Sealyham Terriers

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Spanish Water Dogs	149
Briards	150
Berger Picards	151
Entlebucher Mountain Dogs	152
Treeing Walker Coonhounds	153
Icelandic Sheepdogs	154
Wirehaired Vizslas	155
Pumik	156
Portuguese Podengo Pequenos	157
Spaniels (American Water)	158
Retrievers (Curly-Coated)	159
Spaniels (Field)	160
Lowchen	161
Nederlandse Kooikerhondjes	162



Affenpinschers	163
Petits Bassets Griffons Vendeens	164
Finnish Lapphunds	165
Scottish Deerhounds	166
Plott Hounds	167
Norwegian Buhunds	168
Glen of Imaal Terriers	169
Setters (Irish Red and White)	170
 Ibizan Hounds	171
Spaniels (Sussex)	172
Bergamasco Sheepdogs	173
Spaniels (Irish Water)	174
Polish Lowland Sheepdogs	175
Otterhounds	176

Kuvaszok	177
Komondorok	178
Cirnechi dell'Etna	179
Pharaoh Hounds	180
Dandie Dinmont Terriers	181
Pyrenean Shepherds	182
Skye Terriers	183
Canaan Dogs	184
American English Coonhounds	185
Chinooks	186
Finnish Spitz	187
Grand Basset Griffon Vendeens	188
Sloughis	189
Harriers	190



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Cesky Terriers

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American Foxhounds

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English Foxhounds

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Norwegian Lundehunds

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▶ WHY BREED-SPECIFIC LEGISLATION IS NOT THE ANSWER

Why Breed-specific Legislation Is not the Answer

Breed-specific legislation (BSL) targets specific breeds of dogs that are wrongly thought to all be dangerous – most frequently "pit bull types" – and places stricter regulations on these dogs or even makes ownership of them illegal. Several cities, towns and states across the United States and Canada have adopted breed-specific measures in an attempt to prevent dog bites in their communities. **However, while BSL may look good on the surface, it is not a reliable or effective solution for dog bite prevention.**

The AVMA is opposed to breed-specific legislation.

Any dog can bite

According to the U.S. Centers for Disease Control (CDC), more than 4.5 million people in the United States are bitten by dogs each year, and more than 800,000 receive medical attention for dog bites, with at least half of them being children. It is no exaggeration to say that dog bites pose a significant health risk to our communities and society.

The issue of dangerous dogs, dog bites and public safety is a complex one. **Any dog can bite, regardless of its breed.** It is the dog's individual history, behavior, general size, number of dogs involved, and the vulnerability of the person bitten that determines the likelihood of biting and whether a dog will cause a serious bite injury.

Breed-specific bans are a simplistic answer to a far more complex social problem, and they have the potential to divert attention and resources from more effective approaches.

The problem with breed-specific legislation

AVMA's Policy on Dangerous Animal Legislation states: "The AVMA supports dangerous animal legislation by state, county, or municipal governments provided that legislation does not refer to specific breeds or classes of animals. This legislation should be directed at fostering safety and protection of the general public from animals classified as dangerous."

There are several reasons why breed-specific bans and restrictions are not a responsible approach to dog bite prevention:

Breed-specific laws can be difficult to enforce, especially when a dog's breed can't easily be determined or if it is of mixed breed.

Frequently, breed-specific legislation focuses on dogs with a certain appearance or physical characteristics, instead of an actual breed. "Pit bulls" are the most frequent targets of breed-specific legislation despite being a general type rather than a breed; other breeds also are sometimes banned, including Rottweilers, Dobermans and boxers. However, it is extremely difficult to determine a dog's breed or breed mix simply by looking at it. A study conducted by Maddie's Fund, a national shelter initiative, showed that even people very familiar with dog breeds cannot reliably determine the primary breed of a mutt, and dogs often are incorrectly classified as "pit bulls". Because identification of a dog's breed with certainty is prohibitively difficult, breed-specific laws are inherently vague and very difficult to enforce.

Breed-specific legislation is discriminatory against responsible owners and their dogs.

By generalizing the behaviors of dogs that look a certain way, innocent dogs and pet owners suffer. BSL can lead to the euthanasia of innocent dogs that fit a certain "look," and to responsible pet owners being forced to move or give up dogs that have never bitten or threatened to bite.

Furthermore, dogs that are considered to be of a "dangerous breed" may already be serving the community in positions such as police work, military operations, rescue purposes, and as

military operations, rescue purposes, and as service animals. Contrary to being a liability, these animals are assets to society; however they, too, suffer due to misinformation and breed-based stereotypes.



Breed bans do not address the social issue of irresponsible pet ownership.

Dogs are more likely to become aggressive when they are unsupervised, unneutered, and not socially conditioned to live closely with people or other dogs. Banning a specific breed can give a community a false sense of security, and deemphasize to owners of other breeds the importance of appropriate socialization and training, which is a critical part of responsible pet ownership. In enacting breed-specific legislation, cities and states will spend money trying to enforce ineffective bans and restrictions rather than implementing proven solutions, such as

licensing and leash laws, and responding proactively to owners of any dog that poses a risk to the community.

It is not possible to calculate a bite rate for a breed or to compare rates between breeds because the data reported is often unreliable.

This is because:

1. The breed of a biting dog is often not known or is reported inaccurately.
2. The actual number of bites that occur in a community is not known, especially if they don't result in serious injury.
3. The number of dogs of a particular breed or combination of breeds in a community is not known because it is rare for all dogs in a community to be licensed.
4. Statistics often do not consider multiple incidents caused by a single animal.
5. Breed popularity changes over time, making comparison of breed-specific bite rates unreliable. However a review of the research that attempts to quantify the relation between breed and bite risk finds the connection to be weak or absent, while responsible ownership variables such as socialization, neutering and proper containment of dogs are much more strongly indicated as important risk factors.

A better solution to dog bite prevention

Animal control and legislative approaches to protecting a community from dangerous dogs should not be based on breed, but instead on promoting responsible pet ownership and developing methods to rapidly identify and respond to owners whose dogs present an actual risk.

The AVMA recommends the following strategies for dog bite prevention:

1. Enforcement of generic, non-breed-specific dangerous dog laws, with an emphasis on chronically irresponsible owners
2. Enforcement of animal control ordinances such as leash laws, by trained animal care and control officers
3. Prohibition of dog fighting
4. Encouraging neutering for dogs not intended for breeding
5. School-based and adult education programs that teach pet selection strategies, pet care and responsibility, and bite prevention

AVMA's report *A Community Approach to Dog Bite Prevention* (PDF) highlights tangible steps that veterinarians can take alongside state and local leaders to implement effective dog bite prevention programs in their community.

More Resources

- Summary notes adapted from *A Community Approach to Dog Bite Prevention*
- Literature Review: The Role of Breed in Dog Bite Risk and Prevention
- AVMA podcast on Breed-specific Legislation
- State-by-state summary of breed-specific ordinances
- American Veterinary Society of Animal Behavior (AVSAB) position statement on breed-specific legislation

About Canine Temperament

Because of breed-specific dog legislation and negative publicity associated with many breeds of dogs, temperament testing has assumed an important role for today's dog fancier. The ATTTS Temperament Test provides breeders a means for evaluating temperament and gives pet owners insight into their dog's behavior. It can have an impact on breeding programs and in educating owners about their dog's behavioral strengths and weaknesses as well as providing a positive influence on dog legislation.

What is temperament?

W. Handel, German Police Dog Trainer, in his article, "The Psychological Basis of Temperament Testing," defines temperament as:

"the sum total of all inborn and acquired physical and mental traits and talents which determines, forms and regulates behavior in the environment"

The ATTTS test focuses on and measures different aspects of temperament such as stability, shyness, aggressiveness, and friendliness as well as the dog's instinct for protectiveness towards its handler and/or self-preservation in the face of a threat. The test is designed for the betterment of all breeds of dogs and takes into consideration each breed's inherent tendencies.

The test simulates a casual walk through the park or neighborhood where everyday life situations are encountered. During this walk, the dog experiences visual, auditory and tactile stimuli. Neutral, friendly and threatening situations are encountered, calling into play the dog's ability to distinguish between non-threatening situations and those calling for watchful and protective reactions.



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ATTS Breed Statistics as of December 2017

Page 1: Afghan Hound – Belgian Malinois

Breed Name	Tested	Passed	Failed	Percent
AFGHAN HOUND	165	120	45	72.7%
AIREDALE TERRIER	110	86	24	78.2%
AKBASH DOG	16	14	2	87.5%
AKITA	598	465	133	77.8%
ALAPAHA BLUE BLOOD BULLDOG	12	9	3	75.0%
ALASKAN KLEE KAI	2	1	1	50.0%
ALASKAN MALAMUTE	244	207	37	84.8%
AMERICAN BANDAGGE	1	1	0	100.0%
AMERICAN BULLDOG	214	186	28	86.9%
AMERICAN ESKIMO	86	71	15	82.6%
AMERICAN FOXHOUND	2	2	0	100.0%
AMERICAN HAIRLESS TERRIER	6	5	1	83.3%
AMERICAN PIT BULL TERRIER	931	814	117	87.4%
AMERICAN STAFFORDSHIRE TERRIER	743	635	108	85.5%
AMERICAN TUNNEL TERRIER	3	2	1	66.7%
AMERICAN WATER SPANIEL	9	7	2	77.8%
ANATOLIAN SHEPHERD DOG	36	30	6	83.3%
AUSTRALIAN CATTLE DOG	201	160	41	79.6%
AUSTRALIAN KELPIE	6	5	1	83.3%
AUSTRALIAN SHEPHERD	702	577	125	82.2%
AUSTRALIAN TERRIER	17	14	3	82.4%
AZAWAKH	1	1	0	100.0%
BARBET (FR. WATERDOG)	1	1	0	100.0%
BASENJI	177	122	55	68.9%
BASSET HOUND	37	32	5	86.5%
BEAGLE	79	63	16	79.7%
BEARDED COLLIE	51	29	22	56.9%
BEAUCERON	53	48	5	90.6%
BEDLINGTON TERRIER	21	19	2	90.5%
BELGIAN LAEKENOIS	7	7	0	100.0%
BELGIAN MALINOIS

Page 2: Belgian Sheepdog – Carolina Dog

<i>Breed Name</i>	<i>Tested</i>	<i>Passed</i>	<i>Failed</i>	<i>Percent</i>
BELGIAN SHEEPDOG	516	418	98	81.0%
BELGIAN TERVUREN	521	424	97	81.4%
BERGER PICARD	21	20	1	95.2%
BERNESE MOUNTAIN DOG	194	168	26	86.6%
BICHON FRISE	30	23	7	76.7%
BLACK RUSSIAN TERRIER	164	154	10	93.9%
BLOODHOUND	40	30	10	75.0%
BLUE MOUNTAIN SHEPHERD	1	1	0	100.0%
BOERBOEL	57	54	3	94.7%
BOLOGNESE	1	1	0	100.0%
BORDER COLLIE	312	257	55	82.4%
BORDER TERRIER	143	131	12	91.6%
BORZOI	111	100	11	90.1%
BOSTON TERRIER	80	69	11	86.3%
BOUVIER DES FLANDERS	925	790	135	85.4%
BOXER	472	396	76	83.9%
BOYKIN SPANIEL	2	2	0	100.0%
BRIARD	382	312	70	81.7%
BRITTANY SPANIEL	122	111	11	91.0%
BRUSSELS GRIFFON	12	11	1	91.7%
BULL TERRIER	83	76	7	91.6%
BULL TERRIER (MINIATURE)	13	13	0	100.0%
BULLDOG	141	101	40	71.6%
BULLMASTIFF	151	121	30	80.1%
CAIRN TERRIER	53	40	13	75.5%
CANAAN DOG	8	5	3	62.5%
CANE CORSO	235	207	28	88.1%
CAO DE FILA DE SAO MIGUEL	3	2	1	66.7%
CARDIGAN WELSH CORGI	77	62	15	80.5%
CAROLINA DOG	3	2	1	66.7%



ATTS Breed Statistics as of December 2017

Page 3: Catahoula Leopard Dog – Dandie Dinmont Terrier

Breed Name	Tested	Passed	Failed	Percent
CATAHOULA LEOPARD DOG	14	11	3	78.6%
CAUCASIAN OVCHARKA	20	17	3	85.0%
CAVALIER KING CHARLES SPANIEL	62	53	9	85.5%
CENTRAL ASIAN SHEPHERD	24	22	2	91.7%
CHART POLSKI	1	1	0	100.0%
CHESAPEAKE BAY RETRIEVER	123	108	15	87.8%
CHIHUAHUA	46	32	14	69.6%
CHINESE CRESTED DOG	34	26	8	76.5%
CHINESE SHAR-PEI	214	152	62	71.0%
CHINOOK	9	7	2	77.8%
CHOW CHOW	99	71	28	71.7%
CLUMBER SPANIEL	13	11	2	84.6%
COCKER SPANIEL	233	191	42	82.0%
COLLIE	896	724	172	80.8%
COONHOUND, BLACK AND TAN	15	15	0	100.0%
COONHOUND, BLUETICK	2	2	0	100.0%
COONHOUND, REDBONE	5	5	0	100.0%
COONHOUND, TREEING WALKER	8	5	3	62.5%
CURLY-COATED RETRIEVER	181	166	15	91.7%
CZECHOSLOVAKIAN VLCAK	2	1	1	50.0%
DACHSHUND (MINIATURE LONGHAIRE)	34	31	3	91.2%
DACHSHUND (MINIATURE SMOOTH)	41	32	9	78.0%
DACHSHUND (MINIATURE WIREHAIRE)	24	20	4	83.3%
DACHSHUND (STANDARD LONGHAIRE)	35	26	9	74.3%
DACHSHUND (STANDARD SMOOTH)	49	34	15	69.4%
DACHSHUND (STANDARD WIREHAIRE)	31	26	5	83.9%
DALMATIAN	359	299	60	83.3%
DANDIE DINMONT TERRIER	7	5	2	71.4%

Page 4: Doberman Pinscher – Gordon Setter

Breed Name	Tested	Passed	Failed	Percent
DOBERMAN PINSCHER	1780	1415	365	79.5%
DOGO ARGENTINO	19	17	2	89.5%
DOGO CANARIO	3	3	0	100.0%
DOGUE DE BORDEAUX	100	78	22	78.0%
DUTCH SHEPHERD	26	25	1	96.2%
ENGLISH BULLDOG	5	4	1	80.0%
ENGLISH BULLDOG TERRIER	4	4	0	100.0%
ENGLISH COCKER SPANIEL	75	70	5	93.3%
ENGLISH FOXHOUND	3	2	1	66.7%
ENGLISH JACK RUSSELL TERRIER	4	4	0	100.0%
ENGLISH MASTIFF	8	8	0	100.0%
ENGLISH PITBULL	1	0	1	0.0%
ENGLISH POINTER	1	1	0	100.0%
ENGLISH SETTER	32	26	6	81.3%
ENGLISH SHEPERD	26	25	1	96.2%
ENGLISH SPRINGER SPANIEL	162	138	24	85.2%
ENTLEBUCHER MOUNTIAN DOG	1	0	1	0.0%
ESTRELA MOUNTAIN DOG	1	1	0	100.0%
FIELD SPANIEL	14	12	2	85.7%
FILA BRASILEIRO	14	11	3	78.6%
FINNISH LAPPHUND	8	5	3	62.5%
FINNISH SPITZ	11	8	3	72.7%
FLAT-COATED RETRIEVER	87	80	7	92.0%
FOX TERRIER, SMOOTH	58	45	13	77.6%
FOX TERRIER, WIRE	20	17	3	85.0%
FRENCH BULLDOG	52	50	2	96.2%
GERMAN PINSCHER	37	34	3	91.9%
GERMAN SHEPHERD DOG	3383	2885	498	85.3%
GERMAN SHORTHAIRED POINTER	137	107	30	78.1%
GERMAN WIREHAISED POINTER	18	14	4	77.8%
GIANT SCHNAUZER	265	205	60	77.4%
GLEN OF IMAAL TERRIER	3	2	1	66.7%
GOLDEN RETRIEVER	813	696	117	85.6%
GORDON SETTER	67	56	11	83.6%



"A sound mind in a sound body"

ATTS Breed Statistics as of December 2017

Page 5: Grand Basset Griffon Vendeen – Lhasa Apso

Breed Name	Tested	Passed	Failed	Percent
GRAND BASSET GRIFFON VENDEEN	2	2	0	100.0%
GREAT DANE	314	256	58	81.5%
GREAT PYRENEES	152	129	23	84.9%
GREATER SWISS MOUNTAIN DOG	262	217	45	82.8%
GREYHOUND	69	55	14	79.7%
HAVANESE	11	9	2	81.8%
HOUWART	24	22	2	91.7%
IBIZAN HOUND	34	31	3	91.2%
ICELANDIC SHEEPDOG	10	10	0	100.0%
IRISH GLEN OF IMAAL TERRIER	3	2	1	66.7%
IRISH RED AND WHITE SETTER	2	2	0	100.0%
IRISH SETTER	154	140	14	90.9%
IRISH TERRIER	10	8	2	80.0%
IRISH WATER SPANIEL	30	27	3	90.0%
IRISH WOLFHOUND	101	91	10	90.1%
ITALIAN GREYHOUND	54	44	10	81.5%
JACK RUSSELL TERRIER	69	59	10	85.5%
JAHUAHUA	1	1	0	100.0%
JAPANESE CHIN	5	5	0	100.0%
KAI KEN	1	1	0	100.0%
KARELIAN BEAR DOG	3	3	0	100.0%
KEESHOND	87	71	16	81.6%
KERRY BLUE TERRIER	49	36	13	73.5%
KING SHEPHERD	1	1	0	100.0%
KOMONDOR	10	9	1	90.0%
KOREAN JINDO	2	2	0	100.0%
KUVASZ	51	40	11	78.4%
LABRADOR RETRIEVER	842	776	66	92.2%
LAGOTTO ROMAGNOLO	4	3	1	75.0%
LAKELAND TERRIER	8	6	2	75.0%
LEONBERGER	25	24	1	96.0%
LHASA APSO	27	19	8	70.4%

ATTS Breed Statistics
as of December 2017

Page 6: Lowchen – Poodle, Toy

Breed Name	Tested	Passed	Failed	Percent
LOWCHEN	12	9	3	75.0%
LURCHER	5	5	0	100.0%
MAGYAR AGAR	1	1	0	100.0%
MALTESE	17	14	3	82.4%
MANCHESTER TERRIER (STD)	62	54	8	87.1%
MANCHESTER TERRIER (TOY)	25	24	1	96.0%
MASTIFF	263	228	35	86.7%
MINIATURE AMERICAN SHEPHERD	1	1	0	100.0%
MINIATURE PINSCHER	57	47	10	82.5%
MINIATURE SCHNAUZER	116	92	24	79.3%
MIXED BREED	1218	1051	167	86.3%
MUDI (HUNGARIAN)	5	2	3	40.0%
NEAPOLITAN MASTIFF	15	10	5	66.7%
NEDERLANDSE KOOIKERHONDJE	1	1	0	100.0%
NEWFOUNDLAND	176	154	22	87.5%
NORFOLK TERRIER	14	13	1	92.9%
NORWEGIAN ELKHOUND	122	91	31	74.6%
NORWICH TERRIER	15	11	4	73.3%
NOVA SCOTIA DUCK TOLLING RETRIEVER	38	30	8	78.9%
OLD ENGLISH BULL DOGGE	20	19	1	95.0%
OLD ENGLISH SHEEPDOG	49	38	11	77.6%
OTTERHOUND	11	8	3	72.7%
PAPILLON	96	79	17	82.3%
PARSON RUSSELL TERRIER	12	12	0	100.0%
PATTERDALE TERRIER	5	4	1	80.0%
PEKINGESE	15	14	1	93.3%
PEMBROKE WELSH CORGI	216	172	44	79.6%
PERRO DE PRESA CANARIO	4	4	0	100.0%
PETIT BASSET GRIFFON VENDEEN	9	8	1	88.9%
PHARAOH HOUND	55	45	10	81.8%
POINTER	20	18	2	90.0%
POLISH LOWLAND SHEEPDOG	11	6	5	54.5%
POMERANIAN	36	28	8	77.8%
POODLE, MINIATURE	73	56	17	76.7%
POODLE, STANDARD	266	232	34	87.2%

Page 7: Portuguese Podongo (Grande) – Skye Terrier

<i>Breed Name</i>	<i>Tested</i>	<i>Passed</i>	<i>Failed</i>	<i>Percent</i>
PORTUGUESE PODONGO (GRANDE)	2	1	1	50.0%
PORTUGUESE PODONGO (MEDIO)	3	3	0	100.0%
PORTUGUESE PODONGO (PEQUENO)	2	1	1	50.0%
PORTUGUESE WATER DOG	163	127	36	77.9%
PRESA CANARIO	41	37	4	90.2%
PUG	48	44	4	91.7%
PULI	26	24	2	92.3%
PUMI	1	1	0	100.0%
PUNGSAN	2	2	0	100.0%
PYRENEAN SHEPHERD	4	3	1	75.0%
RAT TERRIER	27	21	6	77.8%
RHODESIAN RIDGEBACK	563	474	89	84.2%
ROTTWEILER	6012	5093	919	84.7%
RUSSO – EUROPEAN LAIKA	2	2	0	100.0%
SAINT BERNARD	53	45	8	84.9%
SALUKI	67	46	21	68.7%
SAMOYED	294	236	58	80.3%
SCHIPPERKE	130	119	11	91.5%
SCOTTISH DEERHOUND	34	29	5	85.3%
SCOTTISH TERRIER	35	23	12	65.7%
SEALYHAM TERRIER	1	1	0	100.0%
SHETLAND SHEEPDOG	515	355	160	68.9%
SHIBA INU	28	19	9	67.9%
SHIH TZU	49	38	11	77.6%
SHILOH SHEPHERD	26	21	5	80.8%
SIBERIAN HUSKY	310	269	41	86.8%
SILKEN WINDHOUND	4	4	0	100.0%
SILKY TERRIER	19	14	5	73.7%



**ATTS Breed Statistics
as of December 2017**

Page 8: Sloughi – Yugoslavian Tricolor Hound; Totals

Breed Name	Tested	Passed	Failed	Percent
SLOUGHI	3	3	0	100.0%
SMALL MUNSTERLANDER	1	1	0	100.0%
SOFT COATED WHEATEN TERRIER	37	27	10	73.0%
SPINONE ITALIANO	6	3	3	50.0%
STAFFORDSHIRE BULL TERRIER	143	130	13	90.9%
STANDARD SCHNAUZER	76	54	22	71.1%
SUSSEX SPANIEL	4	4	0	100.0%
SWEDISH VALLHUND	4	4	0	100.0%
TEXAS HEELER	1	1	0	100.0%
THAI RIDGEBACK	2	2	0	100.0%
TIBETAN KYAPSO	1	1	0	100.0%
TIBETAN MASTIFF	17	9	8	52.9%
TIBETAN SPANIEL	12	11	1	91.7%
TIBETAN TERRIER	14	8	6	57.1%
TOSA	3	3	0	100.0%
TOY FOX TERRIER	10	8	2	80.0%
TRANSYLVANIAN HOUND	3	3	0	100.0%
TREEING FEIST	2	1	1	50.0%
VIZSLA	54	46	8	85.2%
WEIMARANER	224	181	43	80.8%
WELSH SPRINGER SPANIEL	6	6	0	100.0%
WELSH TERRIER	38	29	9	76.3%
WEST HIGHLAND WHITE TERRIER	68	61	7	89.7%
WHIPPET	203	175	28	86.2%
WHITE SHEPHERD	32	28	4	87.5%
WHITE SWISS SHEPHERD	1	1	0	100.0%
WIREHAIED POINTING GRIFFON	2	2	0	100.0%
XOLOITZCUINTLI	8	7	1	87.5%
YORKSHIRE TERRIER	43	36	7	83.7%
YUGOSLAVIAN TRICOLOR HOUND	1	1	0	100.0%
TOTALS	34,686	29,017	5,669	83.7%



About the lawsuit

Animal Farm Foundation invested over \$300k in a groundbreaking lawsuit fighting legislation that discriminates against dog owners in Sioux City, Iowa, where, from July 2008 until November 2019, it was legal for the government to take your pet away simply because of what your dog looks like.

The lawsuit pushed the city to end its "pit bull" dog ban. Families that had been separated were reunited.

CONTRIBUTE TO THE LEGAL
FUND

The ban applied to dogs who are 51 percent



4:37



5 Messages



Nicole DuBois

10/18/21

To: Ken Mincks >

RE: Question

Good Morning,

The deposition costs, expert fees, and travel expenses totaled \$9,601.51.

Thank you,
Nicole

Nicole M. DuBois, City Attorney
City of Sioux City
405 6th Street
P.O. Box 447
Sioux City, Iowa 51102
Office: (712) 279-6318
Direct: (712) 279-6321
Fax: (712) 224-5203

This e-mail (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. Section [2510-2521](#), is confidential and is legally privileged. This message and its



I'd like to share a link with you

Citizen Input Request Form

16 November 21
Council Meeting Date

4:55 pm
5:00 pm

Name: Ashley Noreuil

Address: _____

Item No. to Address: F-1; appointment to fill Council vacancy
(Agenda will be provided to complete this section)

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

- Move Ott. Forward -

- Budget Knowledge

- Ethics training

- Diversity Leadership *****

- Strategic thinking

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

602:604

Citizen Input Request Form

11-16-21

Council Meeting Date

Name: KRIS MUNDT

Address: 109 S. CHERRY ST

Item No. to Address: _____

(Agenda will be provided to complete this section)

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

E I K

E - Election Result

I - No

K - Days 6-1

*****No the bread-owner*****

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