



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 28
Council Chambers, City Hall

October 4, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 27 on September 20, 2022 as presented.
 2. Recommend re-appointment of Molly Myers Naumann to the Historic Preservation Commission, term to expire 1/1/2025, due to a vacancy.
 3. Civil Service Commission Eligibility Lists for September 28, 2022: Communication Specialist Entrance, WPCF – Operator Entrance, WPCF – Maintenance Technician Entrance.
 4. Canvasser/Solicitor application for Knights of Columbus for the Annual Tootsie Roll Drive at various businesses on October 14-16, 2022.
 5. Beer and/or liquor applications for: Club 888, 123 W. Third St.; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing to discuss the status of funded activities for the Ottumwa Blessings Soup Kitchen Pandemic Response Program.

- A. Open the public hearing.
- B. Receive report and public comment.
- C. Close the public hearing.

RECOMMENDATION: Receive comments and status of funded activities for the Ottumwa Blessings Soup Kitchen Pandemic Response Program.

2. This is the time, place and date set for a public hearing to discuss the status of funded activities for the Ottumwa ISU Building Upper-Story Housing Project.

- A. Open the public hearing.
- B. Receive report and public comment.

C. Close the public hearing.

RECOMMENDATION: Receive comments and status of funded activities for the Ottumwa ISU Building Upper-Story Housing Project.

3. This is the time, place and date set for a public hearing to discuss the status of funded activities for the Ottumwa North Market Street Façade Improvements Project.

- A. Open the public hearing.
- B. Receive report and public comment.
- C. Close the public hearing.

RECOMMENDATION: Receive comments and status of funded activities for the Ottumwa North Market Street Façade Improvements Project.

4. This is the time, place and date set for a public hearing to adopt Amendment No. 2 to *Our Ottumwa 2040* Comprehensive Plan and providing Year Two Plan Updates.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 239-2022, adopting Amendment No. 2 to *Our Ottumwa 2040* Comprehensive Plan and providing Year Two Plan Updates.

RECOMMENDATION: Pass and adopt Resolution No. 239-2022.

5. This is the time, place and date set for a public hearing on Ordinance No. 3210-2022, an Ordinance Amending the Zoning Ordinance of the City of Ottumwa, Iowa, by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and date of this change on the Official Zoning Map.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3210-2022, amending the Zoning Ordinance of the City of Ottumwa, Iowa by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing the Zoning Administrator to note the Ordinance Number and date of this change on the Official Zoning Map.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3210-2022.

G. ORDINANCES:

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

RECOMMENDATION: Pass second consideration of Ordinance No. 3202-2022.

2. Ordinance No. 3209-2022, an Ordinance repealing Ordinance No. 2888-2000 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, a Natural Gas

System and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years.

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

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

1. Replacement of Slide Gates for Walnut Station and the Diffuser stations for WPCF.

RECOMMENDATION: Approve the replacement of two slide gates for the Walnut Station and the Diffuser Stations totaling \$20,888.

2. Howden Blower Personnel to repair air blowers at WPCF.

RECOMMENDATION: Approve Howden personnel to come on site to WPCF to repair equipment for WPCF totaling \$8,734.

I. RESOLUTIONS:

1. Resolution No. 240-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 437 North Court to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, Iowa for the best bid \$1,500 for abatement and \$18,000 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 240-2022.

2. Resolution No. 241-2022, awarding the contract for demolition of the condemned property at 201 North Holt to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, Iowa for the best bid \$7,900.

RECOMMENDATION: Pass and adopt Resolution No. 241-2022.

3. Resolution No. 242-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 306 West Sixth Street to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, Iowa for the best bid \$4,775 for abatement and \$12,000 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 242-2022.

4. Resolution No. 243-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 309 Mer Rouge to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, Iowa for the best bid \$3,500 for abatement and \$10,000 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 243-2022.

5. Resolution No. 244-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 153 South Fellows to Weston McKee of Fairfield, Iowa for the best bid \$12,300 for abatement and \$19,000 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 244-2022.

6. Resolution No. 245-2022, awarding the contract for asbestos abatement and demolition of the condemned property at 157 South Iowa Ave. to Dustin Smith of Environmental Edge and Dan Laursen of Ottumwa, Iowa for the best bid \$6,000 for abatement and \$12,500 for demolition.

RECOMMENDATION: Pass and adopt Resolution No. 245-2022.

7. Resolution No. 246-2022, approving Change Order No. 4 for the Ottumwa Park Campground Shower House and Office Project.

RECOMMENDATION: Pass and adopt Resolution No. 246-2022.

8. Resolution No. 247-2022, approving Change Order No. 1 and accepting the work as final and Complete and approving the Final Pay Request for the 2022 Street Patch Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 247-2022.

9. Resolution No. 248-2022, approving Change Order No. 1 for the North Market Façade Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 248-2022.

10. Resolution No. 249-2022, approving Change Order No. 2 for the North Market Façade Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 249-2022.

11. Resolution No. 250-2022, approving Change Order No. 3 for the North Market Façade Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 250-2022.

12. Resolution No. 251-2022, releasing a Request for Proposals RFP for the Purchase, Renovation, and Redevelopment of City owned property located at 131 East Main Street, known as the First National Bank Building.

RECOMMENDATION: Pass and adopt Resolution No. 251-2022.

13. Resolution No. 252-2022, releasing a Request for Proposals RFP for the Purchase, Renovation, and Redevelopment of City owned property located at 513 North Court, known as the W.R. Daum House.

RECOMMENDATION: Pass and adopt Resolution No. 252-2022.

J. PUBLIC FORUM:

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

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 9/30/2022 TIME: 9:30 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on
10/4/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 2013
DEPT. ID 4717
PGS. 6
TX INCOMPLETE -----
TRANSACTION OK 96847834
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ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



CITY OF
OTTUMWA

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*** TX REPORT ***

JOB NO.	2013	
DEPT. ID	4717	
ST. TIME	09/30 09:32	
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FILE NAME		
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
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FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #28 to be held on 10/4/2022 at 5:30 P.M.

REGULAR MEETING NO. 27
Council Chambers, City Hall

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

The meeting convened at 5:33 P.M.

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

Hull moved, seconded by Roe to approve consent agenda items: Mins. from Regular Mtg. No. 26 on Sept. 6, 2022 as presented; Recommend re-appointments of Wesley Konrad and Sarah Sels to Parks Adv. Brd., terms to expire 9/29/2027; re-appointment of Brian Hammack to Airport Adv. Brd., term to expire 10/1/2025; and re-appointment of Shirley Gingrich-Slonaker to Public Safety Adv. Brd., term to expire 10/1/2025; Res. No. 231-2022, approving contract, bonds and cert. of ins. for WPCF Operations Roof Replacement Project; Res. No. 232-2022, setting Oct. 4, 2022 as date for status of funded activities hearing for Ottumwa Blessings Soup Kitchen Pandemic Response Program; Res. No. 233-2022, setting Oct. 4, 2022 as date for status of funded activities hearing for Ottumwa ISU Bldg. Upper-Story Housing Project; Res. No. 234-2022, setting Oct. 4, 2022 as date for status of funded activities hearing for Ottumwa N. Market St. Façade Improvements Project; Res. No. 235-2022, setting Oct. 4, 2022 as date for a public hearing to approve Amendment No. 2 to *Our Ottumwa 2040* Comp. Plan and providing Year Two Plan Updates; Beer and/or liquor applications for: Alpine Inn, 1804 Albia Rd., with OSA; Mimi's Taqueria, 707 Church St., with OSA; Warehouse Barbeque, 2818 N. Court, with OSA; Potros Garcia, 2804 N. Court; Owl's Nest, temp. OSA on 10/13/22 at Canteen Alley for Meet Ottumwa event; all applications pending final inspections. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Galloway to approve the Agenda with removal of Item H-6, Res. No. 237-2022. Motion carried 4-1. Absent: Pope.

City Admin. Rath introduced John Tiedt with Retail Strategies to present via phone with slide presentation in council chambers.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Keith Caviness requested to speak about items F-1 and G-2. Jerry Parker requested to speak about item G-2. Dennis Willhoit would also like to speak about item G-2.

Roe moved, seconded by Hull to accept bid for a John Deere 1600 Turbo Wide Area Mower from Sinclair for Parks Dept. for \$70,019.98. Parks Dir. Rathje reported the bid was obtained from State of IA bid program and was also approved by Fleet Committee. This will replace mower #209 that is from 2017 and starting to cost more in repairs. Mr. Caviness asked if purchase of this item could be delayed because it is now end of mowing season. Rathje further explained it took four months to get this bid due to supply chain issues; it may not be available to purchase in the spring if we wait. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Roe to approve replacement of flow monitors for WPCF. PW Dir. Seals reported two FL1500 Flow logger at \$5,367 each and two AV9000S Analyzer Modules at \$806.40 each; totaling \$12,346.87. The flow meters are over twenty yrs. old and failing. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by McAntire to adopt First Addendum to Real Estate Purchase Agt. by and between the City of Ottumwa and the Wapello County Historical Society. Rath reported Res. No. 183-

2022, purchase depot from IA Heartland History Connection, was adopted July 5, 2022. As part of acquisition, an abstract was ordered for completion prior to closing which we have not yet rec'd. This Addendum moves closing date out to no later than Oct. 5, 2022. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hull to auth. the City Admin. to proceed with issuing RFP's regarding legal services related to prosecution for the City of Ottumwa. Motion carried 4-1. Absent: Pope.

This was the time, place and date set for a public hearing on disposal of City owned property described as Lot 12 in Mahon and Phillips Addition to the City of Ottumwa, Wapello County, IA, commonly known as 902 N. Jefferson St. Comm. Dev. Dir. Simonson reported Mahaska Comm. Group (MCG) requests to purchase vacant lot to construct permanent equip. to support a community-wide broadband utility program. No objections were rec'd. Roe moved, seconded by McAntire to close the public hearing. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Galloway that Res. No. 223-2022, accepting offer and approving sale of City owned property located at 902 N. Jefferson St. to Mahaska Comm. Group (MCG) for \$500, be passed and adopted. Motion carried 4-1. Absent: Pope.

This was the time, place and date set for a public hearing on Proposed Ord. repealing Ord. No. 2888-2000, and granting to MidAmerican Energy Comp., its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and auth. the City to collect Franchise Fees for a period of 25 yrs. Rath reported we approved the revenue purpose stmt. on July 19, 2022; Ord. No. 3209-2022 will impose a three percent franchise fee and would replace the current one percent charged for Local Option Sales Tax. Revenue funded from this fee would be used to supplement the Gen. Fund. Mr. Parker addressed council with concerns if passing franchise fee. This will be a tax on top of all other increases we have seen – energy costs, gas, groceries; this isn't just a tax on the citizens, but also on businesses that are struggling; we want economic development but we are going to increase their costs before they even get here. Mr. Caviness also stated his concerns. Encourage you to get a Finance Dir. in place and work on a zero based budget so you know exactly what you are spending. Mr. Willhoit stated there are citizens that understand why this franchise fee needs to be passed; sometimes you have to bite the bullet to make your town grow and is in favor of imposing franchise fees. Council shared their thoughts. Roe moved, seconded by Hull to close public hearing. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by Hull to pass first consideration of Ord. No. 3209-2022, an Ord. repealing Ord. No. 2888-2000, and granting to MidAmerican Energy Comp., its successors and assigns, the Right and Non-Exclusive Franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, a Natural Gas System and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect Franchise Fees for a period of 25 yrs. Motion carried 3-2. Nays: McAntire. Absent: Pope.

Galloway moved, seconded by Roe to remove Ord. No. 3202-2022, an Ord. Amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the purpose of imposing a franchise fee, from the table for discussion and legislative action. Motion carried 3-2. Nays: McAntire. Absent: Pope.

Roe moved, seconded by Hull to pass first consideration of Ord. No. 3202-2022, an Ord. Amending Appendix D, Electricity Franchise, with Interstate Power and Light Company for the Purpose of Imposing

a Franchise Fee. This will impose a three percent franchise fee and would replace the current one percent charged for Local Option Sales Tax. Motion carried 3-2. Nays: McAntire. Absent: Pope.

McAntire moved, seconded by Hull that Res. No. 226-2022, auth. an agt. for Professional Design Services between City of Ottumwa and Design Workshop for Greater Ottumwa Park Phase 1 Tennis Facility Design, be passed and adopted. Simonson reported Design Workshop was selected through an RFQ process to complete the Greater Ottumwa Park Master Plan and subsequent design work. The total fee for design work is \$196,000. The City has allocated \$750,000 for tennis project with \$750,000 coming from Ottumwa Schools. Design Workshop is presenting at public mtg. for City of Ottumwa on Sept. 21, 2022. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hull that Res. No. 227-2022, auth. an Agt. for Professional Consulting Services between City of Ottumwa and Retail Strategies, be passed and adopted. Motion carried 3-2. Nays: McAntire. Absent: Pope.

Hull moved, seconded by McAntire that Res. No. 229-2022, approving temp. wage rate adjustment for St. Maintenance Supervisor, be passed and adopted. Galloway asked if we have a policy to set this wage; HR Dir. Codjoe responded we do not have a policy in place, but this has been past practice and are hopeful that Gallagher will advise and provide recommendation on putting a policy in place. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by McAntire that Res. No. 230-2022, approving Change Order No. 3 for Ottumwa Park Campground Shower House and Office Project, be passed and adopted. Rathje reported CO#3 increases contract \$3,425, making total contract amt. \$593,142. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Galloway that Res. No. 236-2022, approving Leadership Training for City Leaders, be passed and adopted. Codjoe reported approx. cost \$41,500; up to 40 supervisors; Ottumwa Regional Legacy Foundation will support by providing \$10,000 in funding. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by Hull that Res. No. 238-2022, adopting revised Format for City Council Agendas, be passed and adopted. Motion carried 4-1. Absent: Pope.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Josh Husted, discussed the condition of the property at 127 N. McLean. Property is being used as a scrap yard; multiple noise complaints; individuals pitching tents on the lot next to described property. Can anything be done with this?

There being no further business, Roe moved, seconded by Galloway that the mtg. adjourn. Motion carried 4-1. Absent: Pope.

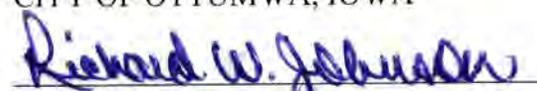
Adjournment was at 7:45 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 10/1/2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor



October 4, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Historic Preservation Commission, term to expire 01/01/2025 due to a vacancy.

Molly Myers Naumann
167 W. Alta Vista Ave.

received
9-9-22

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:

Historic Preservation Commission

Name: Molly Myers Naumann Telephone: 641-777-3318

Email: (optional) _____

Address: 167 W. Alta Vista ZIP: 52501

Business: Molly's of Ottumwa LLC Telephone: As above

Address: as above ZIP: "

Date Available for Appointment Now E-Mail: mollynaumann@outlook.com

Present occupation: Semi-Retired Historic Preservation Consultant/Architectural

Historic Property Re-Development (15 yrs) Historian
Previous Employment: Community Relations Specialist Ott. Public Library (43 yrs
1979-84)

Consultant to Area 15 RPC on 5 yr 10 county cultural resources
assessment 1979-84) SIEDA consultant 1984

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).

Iowa Arts Council - Community Arts Panel
Founding member of what is now Preservation on Town
Founding member Ottumwa League of Women Voters
Founding member Ottumwa Knight Family Festival
Co-Chair of Festival for several years
Original member of Ottumwa Area Arts Council } all in Ottumwa
President
Music Assoc. - V.P.
YWCA Pre-School Board; Art Show Board - Chair 2 yrs
1st Methodist Church: Education Comm.; Pre-School Comm.; Finance Comm.; Trustees

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

I meet the National Park Service (US Dept of Interior) requirements
for both architectural historian and historian with graduate degree
and experience.

Personal:

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

Yes X No _____

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

Melby Myers-Hauman
Signature

9-02-2022
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

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:

**OTTUMWA HISTORIC PRESERVATION COMMISSION
SUCCESSFUL CLG/HRDP PROJECTS**

1991-92	Planning for Preservation: Training of HPC members
1992-93	Historical/Architectural Survey & Evaluation of Seven Individual Sites and Three Potential Historic Districts
1993-94	Sponsored State-wide CLG Conference with the theme "Heritage Tourism: What & How to utilize historic heritage as an economic development resource for your community"
1994-95	Preparation of a Multiple Property Document and National Register nominations for three individual commercial buildings, the Vogel Place Historic District and the Ottumwa Cemetery Historic District
1996-97	Preparation of National Register nominations for the Fifth Street Bluff Historic District and the Court Hill Historic District
1997-98	Preparation of a Comprehensive Preservation Plan for the City of Ottumwa.
2000-01	Public Education Project: Using the Web for Historic Preservation
2002-03	Historical/Architectural Survey & Evaluation of the former Ottumwa Naval Air Station
2003-04	Preparation of National Register nomination for the B'nai Jacob Synagogue
2006-07	Survey & Evaluation of Post-World War II Development in Ottumwa, Iowa: 1944-1959
2009-10	Preparation of MPD Form for Post-World War II Development in Ottumwa plus National Register nomination for the North Fellows Historic District
2010-11	Preparation of National Register nomination for the Historic Railroad District
2012-13	Historical/Architectural Survey & Evaluation of Downtown Ottumwa
2015-16	Preparation of National Register nomination for the Greater Second Street Historic District

**CONSULTANT TO THE FOLLOWING IOWA
HISTORIC PRESERVATION COMMISSIONS**

Adams County
Allamakee County (Lansing)
Bloomfield
Bonaparte
Burlington
Centerville
Chariton
Cherokee
Clinton
Clinton County
Corning
Council Bluffs
Creston
Davis County
Dubuque
Eldon
Greenfield
Grinnell
Hampton
Henry County
Iowa City
Iowa Falls
Jackson County
Keosauqua
Maquoketa
Mason City
Mt. Pleasant
Nevada
Osceola
Oskaloosa
Ottumwa
Sigourney
Spencer
Van Buren County
Wapello County
Waverly

OTTUMWA CIVIL SERVICE COMMISSION

COMMUNICATION SPECIALIST – Entrance Eligibility List

1. Jessee Payne
2. Ashley DePaz
3. Kaleb Miller
4. Krista VanBlaricome
5. Teri Leonard

Certified September 28, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

WPCF – Operator Entrance Eligibility List

1. Bradley Perkins

Certified September 28, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

WPCF – Maintenance Tech Entrance Eligibility List

1. Bradley Perkins

Certified September 28, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner



CITY OF BRIDGES...RIVER OF OPPORTUNITY

Item No. B.-4.

11-25 CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: Jim Cutsforth Jr.

And Residing address: 243 S. Moore Ottumwa IA 52501 Date of Birth 6-26-47
Street City State Zip

Organization represented, if applicable: Knights of Columbus

Organization's address: PO Box 512 Ottumwa IA 52501
No. Street City State Zip

Applicant's/Organization's phone number: 641-682-5695

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

<u>Ed Wilson</u>	<u>Grand Knight</u>
Name	Officer Position
<u>Steve Rohach</u>	<u>Trustee</u>
Name	Officer Position
<u>Mike Heffernan</u>	<u>Treasurer</u>
Name	Officer Position

Estimated number of persons who will be directly soliciting: 50-75

Nature and purpose of your solicitation activities: Mentally & Physically Challenged

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

Where do you plan to canvass or solicit in Ottumwa? throughout the city

Date(s) when you wish to conduct your activities in Ottumwa: 10/14-16/22, 8am-6pm

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

I do hereby certify that the above statements are true and correct. Signed this 26 day of September, 2022

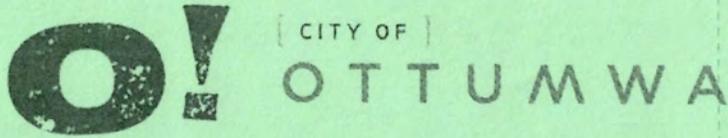
[Signature]
Applicant

Staff recommendation to Council: 10/4/2022
Approved Denied by City Council on October 4, 2022

Restrictions set by Council: None

Number of days set by Council for applicant: 10/14-10/16/2022 as requested
License Number 4536 Receipt No. N/A

Canvasser & Solicitors Permit



Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

Owner:
KNIGHTS OF COLUMBUS PO BOX 512 OTTUMWA, IA 52501

Address
Address: 123 W THIRD City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7413760109000 Tract No.: Block No.: Lot No.: Section:

Permit:
Permit No.: 4536 Permit Type: Canvasser & Solicitors

Project:
Issue Date: 10/14/2022 Expires: 10/16/2022 Valuation: \$0

Construction Details:
Tootsie Roll Drive

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

Item	GL Code	Amount
	Total	\$0.00

Date	Paid By	Payment Type	Amount
		Total Paid	\$0.00



Date: October 4, 2022
To: City Council (Meeting Packet)
From: Philp Rath, City Administrator
Re: Report to City Council and Citizens

In addition to providing a verbal report of issues and topics of interest in and around the City of Ottumwa, this memo has been prepared for inclusion in the council packet. This should serve as a reference for those who are not able to attend the meeting in person and may not have an opportunity to view it later.

Boards, Committees, & Commissions: Last month the Human Rights Commission held a training session with representatives from the State Human Rights Division. There will be many meetings and work to accomplish to formulate the purpose and direction of this entity, but they are on their way. Their first official meeting / work session is scheduled for next Monday. Another Committee the city is looking to revitalize is the Public Safety Advisory Committee. Before we can officially meet, the committee is in need of members. We have vacancies for a one-year, two-year, and three-year slot. The application is available on our website, or interested people can call City Hall for more information or to have an application mailed or e-mailed. The application form is general to all of our boards. There are a few vacancies in other committees as well.

Personnel: Last month the city welcomed a few individuals to our staff as well as a couple transfers and a promotion. Our newest employees are Tifani Young – Gatekeeper @ Recycling Center; Rachel Thompson – Firefighter; and Jack Carter – Maintenance Tech @ Water Pollution Control Facility. I am pleased to announce that beginning next week, Waseem Nasir will be serving as the Finance Director for the City of Ottumwa. We still have a number of positions open within the city staff. Please visit the city website or contact Human Resources for more information about what is available and how to apply if interested.

Projects / Pending Legislation: One of the current topics of interest is whether the city will revise the code regarding the usage of ATV's / UTV's / golf carts inside city limits. City staff has been preparing information, reviewing code from other communities, and gathering data to determine the best route forward for the City of Ottumwa. Later this month staff will present city council some options at a work session to finalize draft language for use in any proposed revision to the current code which prohibits use of these vehicles in most situations.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

Phil Rath - CR
City Administrator Approval

AGENDA TITLE: Public Hearing: Status of Funded Activity Ottumwa Blessings Soup Kitchen Pandemic Response Project

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive report on Status of Funded Activity,
Receive public comment,
Close public hearing. No further action required.

DISCUSSION: Section 508 of the Housing and Community Development Act requires that Community Development Block Grant projects hold a Status of Funded Activity Hearing. This hearing is to receive an update and comments on the Blessings Soup Kitchen food assistance project which received \$100,000 from IEDA. The City contributed no match.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

10/04/22

SOFA Updates on Ottumwa's COVID CDBG Projects

Bradley J. Grefe | *Senior Planner*



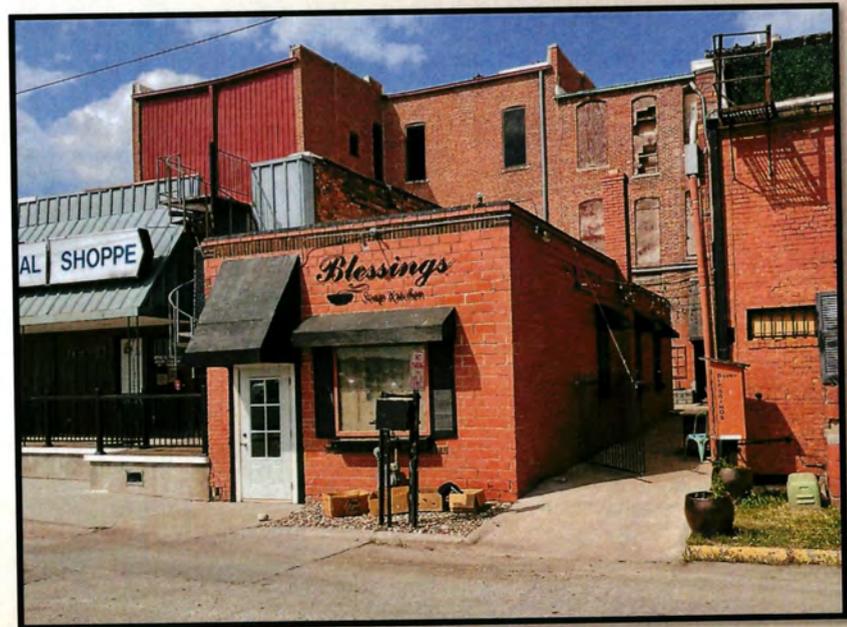
CDBG – COVID-19 Fund

- Federal CARES Act Funding (through HUD) being administered through the Iowa Economic Development Authority's (IEDA) Community Development Block Grant (CDBG) program.
- Eligible activity: **Food Bank/Food Program Assistance**
- Must meet HUD's LMI National Objective to be eligible:
 - At least 51% of project beneficiaries must be low- to moderate income.
 - Ottumwa's citywide LMI is 55.3% (Census)
- Maximum award: \$100,000



Blessings Soup Kitchen Project

- Requested & Awarded \$100,000 (05/23/22)
- Commercial-grade Kitchen Equipment:
 - Stoves
 - Ovens
 - Refrigerators
 - Freezers
 - Pasta Cooker
 - Washer/Dryer
 - Sink
- No funds drawn yet
- Order expected this month
- Contract end date: 05/31/23



Blessings Soup Kitchen Project



➤ Blessings' Meal Meal Prep Kitchen



➤ Blessings' Meal Serving Building

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

Paul Rath - CR
City Administrator Approval

AGENDA TITLE: Public Hearing: Status of Funded Activity Ottumwa ISU Building
Upper-story Housing Project

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive report on Status of Funded Activity,
Receive public comment,
Close public hearing. No further action required.

DISCUSSION: Section 508 of the Housing and Community Development Act requires that
Community Development Block Grant projects hold a Status of Funded
Activity Hearing. This hearing is to receive an update and comments on
the ISU Building Upper-story housing project which received \$500,000
from IEDA. The City contributed up to \$15,000 from the Downtown
Development Grant Program.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

CDBG – COVID-19 Fund

- Federal CARES Act Funding (through HUD) being administered through the Iowa Economic Development Authority's (IEDA) Community Development Block Grant (CDBG) program.
- Eligible activity: **Housing Conversion (Vacant Upper-level)**
- Must meet HUD's LMI National Objective to be eligible:
 - At least 51% of project beneficiaries must be low- to moderate income.
 - All the units will be rented to LMI tenants for first 3 years.
- Maximum award: \$500,000



ISU Building Upper-Story Housing Project

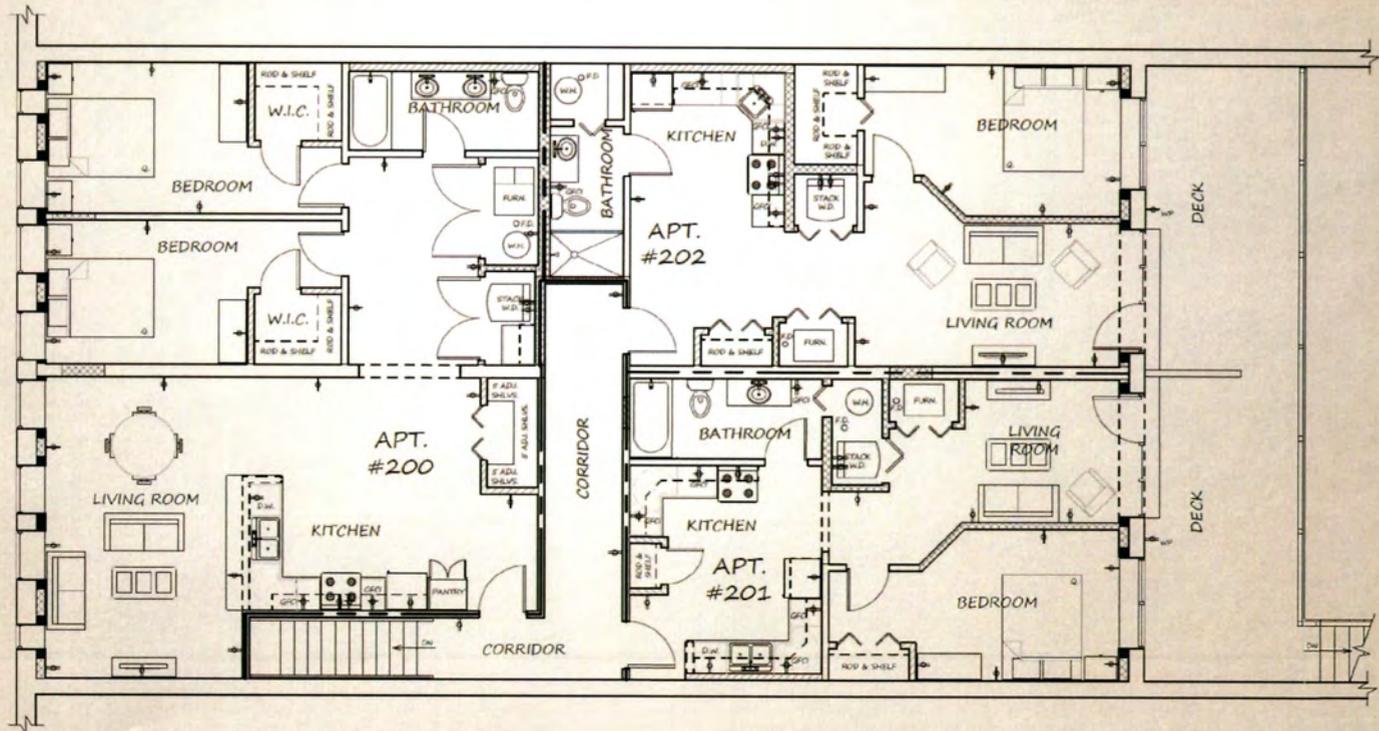
- Requested & Awarded \$500,000 (05/10/22)
- 307/309 E. Main St. (former Iowa Southern Utilities)
- 3 Units (two 1BR, one 2BR)
- Owner & Developer: RG Property
- General Contractor: RG Construction



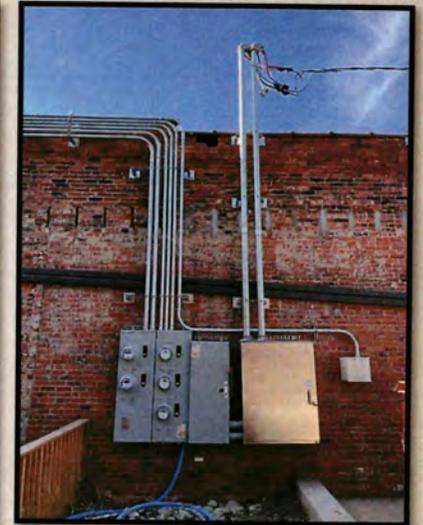
Activity	Budget	Owner	City	CDBG
Construction Costs	\$574,200	\$79,902	\$14,977	\$479,321
Radon Testing	\$125	\$18	\$3	\$104
Legal (Recording/Notices)	\$695	\$237	\$20	\$575
Architectural Fees	\$7,500	\$7,500	\$0	\$0
CDBG Administration	\$20,000	\$0	\$0	\$20,000
OVERALL PROJECT TOTAL	\$602,520 (100%)	\$87,520 (14.6%)	\$15,000 (2.5%)	\$500,000 (82.9%)

ISU Building Upper-Story Housing Project

- Construction started in August, Expect completion by April
- Contract end date: 05/31/23



ISU Building Upper-Story Housing Project



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

Phil Rath - CR
City Administrator Approval

AGENDA TITLE: Public Hearing: Status of Funded Activity Ottumwa North Market Street Facade Improvements Project

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive report on Status of Funded Activity,
Receive public comment,
Close public hearing. No further action required.

DISCUSSION: Section 508 of the Housing and Community Development Act requires that Community Development Block Grant projects hold a Status of Funded Activity Hearing. This hearing is to receive an update and comments on the North Market Street Facade project which received \$250,000 from IEDA. The City contributed up to \$95,000 from the Downtown Development Grant Program.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

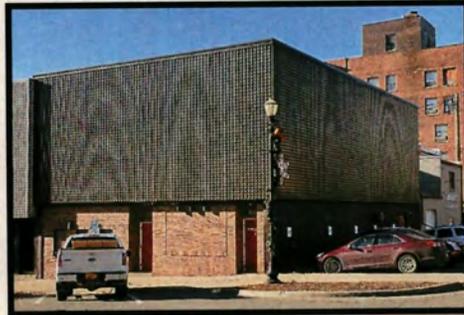
CDBG – COVID-19 Fund

- Federal CARES Act Funding (through HUD) being administered through the Iowa Economic Development Authority's (IEDA) Community Development Block Grant (CDBG) program.
- Eligible activity: **Commercial Façade Rehabilitation**
- Must meet HUD's Slum and Blight National Objective to become eligible:
 - Document the extent or seriousness of deterioration in the area to be assisted, showing a clear adverse effect on the well-being of the area or community and illustrating that the proposed activity will alleviate or eliminate the conditions causing the deterioration.
- Maximum award: \$50,000/façade

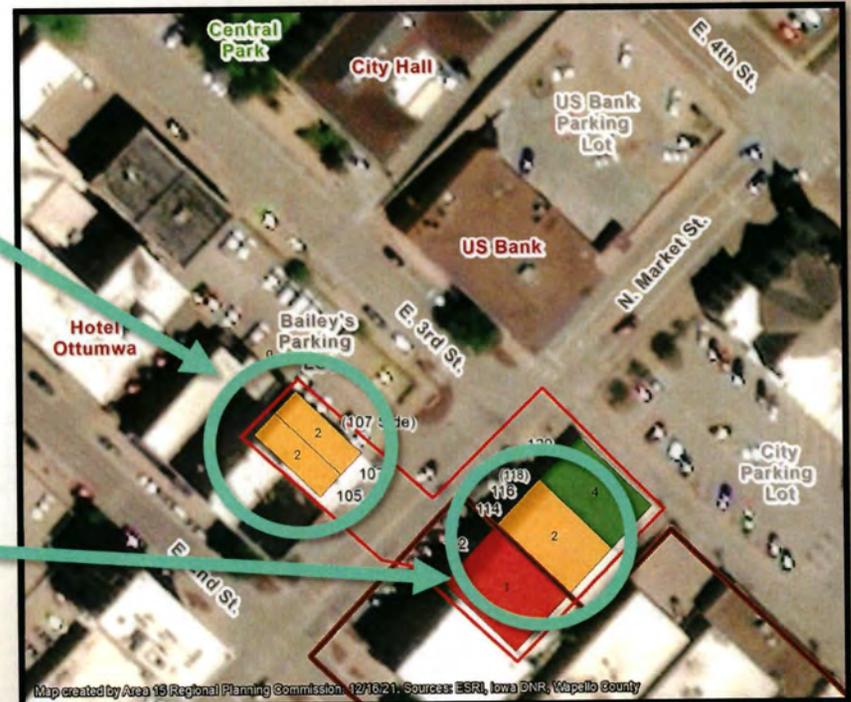


N. Market Street Façade Improvements

- Requested & Awarded \$250,000 (02/16/22)
- 105/107 N. Market St. (3 façades)



- 116 N. Market St. (2 façades)



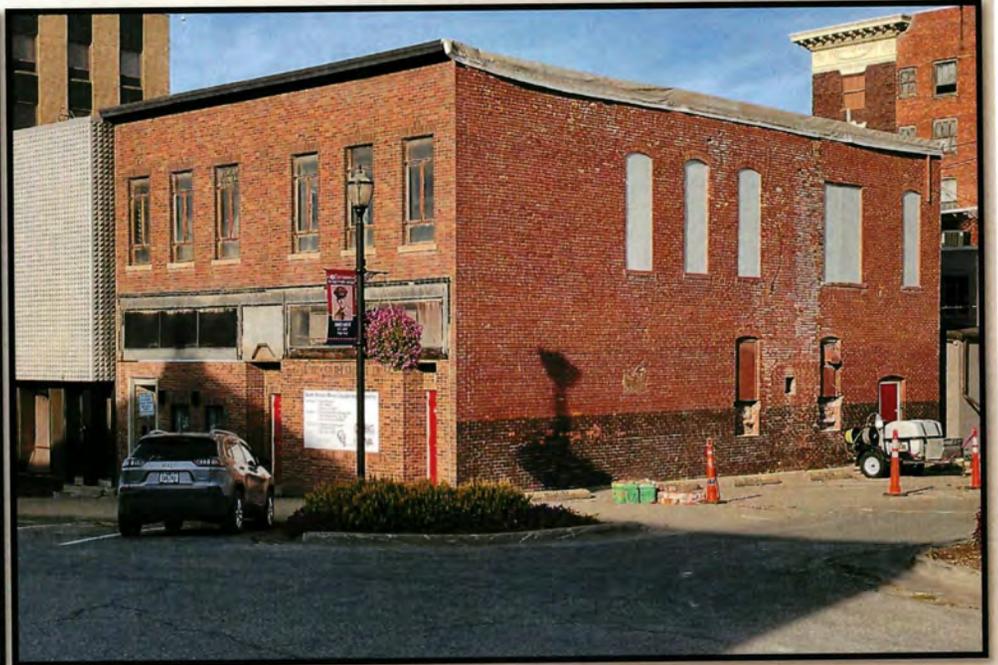
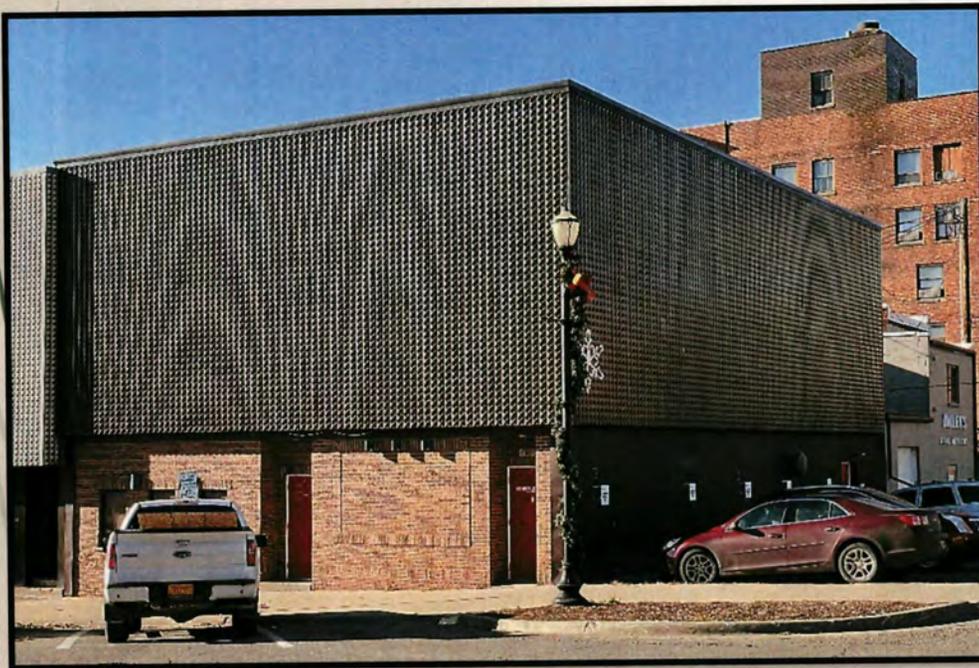
N. Market Street Façade Improvements

- Bids were far below the estimates (Christner Contracting, Inc.)
- CCI began work in August
- Expect most work to be complete by Thanksgiving
- Expect close-out in January
- Contract end date: 05/31/23

Activity	Budget	Owners	City	CDBG
Construction Costs	\$277,777	\$13,015	\$69,445	\$195,317
Testing Fees (Mortar/Asbestos)	\$3,325	\$155	\$830	\$2,340
Legal (Recording/Notices)	\$1,000	\$50	\$250	\$700
Architectural Fees	\$45,000	\$2,107	\$11,250	\$31,643
CDBG Administration	\$20,000	\$0	\$0	\$20,000
OVERALL PROJECT TOTAL	\$347,102 (100%)	\$15,327 (4.7%)	\$81,775 (25.0%)	\$250,000 (70.3%)



105/107 N. Market St.



105/107 N. Market St.



SITE MAP

NORTH



HISTORICAL PHOTOGRAPHS



EXISTING PHOTOGRAPH

PROVIDE NEW METAL COPING

TUCKPOINT 100% OF HISTORIC FACADE BRICK

PROVIDE NEW EXTENDED FRAME AND MOULDING

PROVIDE NEW CEMENT BOARD TRIM & PANEL

PROVIDE NEW LIGHTS (2 TOTAL)

PROVIDE NEW ALUMN STOREFRONT DOORS (2 TOTAL)

REMOVE EXISTING SLIP COVER

REMOVE EXISTING DOORS



PROPOSED RENDERING

105-107 N MARKET ST.

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL ADJUSTMENTS CAN BE MADE AT A LATER DATE. (COLORS ARE NOT INCLUDED IN THIS SKETCH)

OWNER'S NAME _____
SIGNATURE _____
DATE _____

 CURTIS ARCHITECTURE & DESIGN PC

NOT FOR CONSTRUCTION
FOR GRANT APPLICATION ONLY
8/19/2021

AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

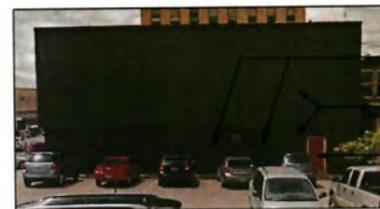
105/107 N. Market St.



SITE MAP



HISTORICAL PHOTOGRAPHS



EXISTING PHOTOGRAPH

PROVIDE NEW METAL COPING

TUCKPOINT & REPAINT 100% OF HISTORIC FACADE BRICK.

PROVIDE NEW LOWER LEVEL WINDOWS AND SILLS
PROVIDE NEW INSULATED DOOR.



PROPOSED RENDERING

REMOVE EXISTING LOWER LEVEL WINDOWS (2).

REMOVE EXISTING SLIP COVERS.

REMOVE EXISTING DOORS.

105-107 N MARKET ST.

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL ADJUSTMENTS CAN BE MADE AT A LATER DATE (COLORS ARE NOT INCLUDED IN THIS SIGNOFF)

OWNER'S NAME _____
SIGNATURE _____
DATE _____



CURTIS ARCHITECTURE & DESIGN PC

NOT FOR CONSTRUCTION
FOR GRANT APPLICATION ONLY
8/10/2021

AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

114/116/118 N. Market St.



114/116/118 N. Market St.



SITE MAP

NORTH



HISTORICAL PHOTOGRAPH



EXISTING PHOTOGRAPH

REMOVE EXISTING PLYWOOD.

REMOVE EXISTING OVERHANG ROOF.

REMOVE EXISTING SIDING.

REMOVE EXISTING WINDOWS & DOOR.



PROVIDE NEW METAL COPING

TUCKPOINT & REPAIR 100% OF FACADE BRICK.

SCRAPE & REPAIR EYEBROWS.

TUCKPOINT & REPAIR BRICK SILLS.

SCRAPE & REPAIR STOREFRONT CORNICE & COLUMNS.

SCRAPE & REPAIR DECORATIVE TRANSOMS, PROVIDE BULKHEAD BEHIND AS NECESSARY.

PROVIDE NEW ALUM. INSULATED STOREFRONT DOORS & WINDOWS

PROVIDE NEW UPPER LEVEL ENTRY DOOR & TRANSOM.

PROVIDE NEW KNEE WALLS W/ CEMENT BOARD TRIM & PANEL.

REPAIR, SCRAPE & REPAIR CONCRETE BASE.

114-118 N MARKET ST.



CURTIS ARCHITECTURE & DESIGN PC

NOT FOR CONSTRUCTION
FOR GRANT APPLICATION ONLY
8/26/2017

OWNER'S APPROVAL OF DESIGN AT THIS TIME. SMALL ADJUSTMENTS CAN BE MADE AT A LATER DATE. (COLORS ARE NOT INCLUDED IN THIS SIGNOFF)

OWNERS NAME _____
SIGNATURE _____
DATE _____

AREA 15
REGIONAL PLANNING COMMISSION

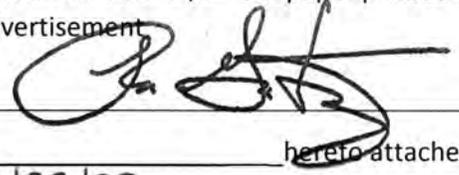
PLANNING FOR BETTER COMMUNITIES

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

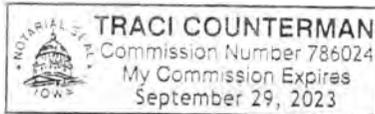
Public Hearing
City of Ottumwa



hereto attached

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

Subscribed and sworn to before me, and in my presence, by the said 22nd day of September, 2022



Notary Public

In and for Wapello County

Printer's fee \$14.86

COPY OF ADVERTISEMENT

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

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

Phil Rath-CR
City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 239-2022: RESOLUTION ADOPTING
AMENDMENT TWO TO OUR OTTUMWA 2040
COMPREHENSIVE PLAN PROVIDING YEAR TWO PLAN UPDATES

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comment,
Close public hearing,
Pass and adopt Resolution No. 239-2022

DISCUSSION: The Plan and Zoning has recommended that the Council consider Amendment 2 to the Our Ottumwa 2040 Comprehensive Plan. The amendment includes year two plan updates providing progress reports, goal setting and amendments to the Future Land Use Plan.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Amendment 2 includes:

1. A foreword from Mayor Johnson providing an introduction to the updates.
3. A small afterword for Chapter Two with updated 2020 Census data.
4. A small afterword for Chapter Five with updates on Parks and Recreation planning and programming.
5. An afterword for Chapter Six which includes information from the 2022 Ottumwa Housing Plan and updates on housing activities since the plan was adopted.
6. An afterword for Chapter Seven, Economic Development which includes details about business growth and the Covid-19 recovery.
7. An update to the Future Land Use Plan in Chapter 9 which reflects rezonings on Roemer, Minneopa and Asbury and which brings the plan into alignment with the already multi-family zoned project on Bonita.
8. An afterword for Chapter 10 which provides information about transportation projects including the transfer of transit to 10/15 Regional Transit, Amtrak platform reconstruction and the Streetscape.
9. An afterword to Chapter 13, Implementation, which references the public dashboard for Envisio which will provide regular updates on all elements in the action plan.

The new sections are included in the packet. The complete plan showing where each section was added is available at:

https://www.ottumwa.us/files/our_ottumwa_comprehensive_plan_with_twoyear_updates.pdf

RESOLUTION NO. 239-2022

RESOLUTION ADOPTING AMENDMENT TWO TO THE OUR OTTUMWA
2040 COMPREHENSIVE PLAN PROVIDING YEAR TWO PLAN UPDATES

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

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

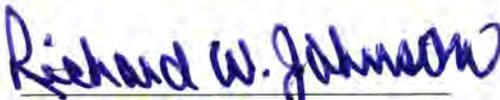
WHEREAS, Amendment 2 includes the following:

- a. An introductory foreword from Mayor Johnson;
- b. Brief afterword section to the Community Profile, Parks and Recreation, Housing, Economic Development, Transportation and Implementation chapters to the plan providing progress updates;
- c. An updated Future Land Use Map which reflects changing land use priorities.

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

That Amendment 2 to the *Our Ottumwa 2040 Comprehensive Plan* as presented be hereby adopted effective as of the date of this resolution.

PASSED AND APPROVED this 4th day of October, 2022.

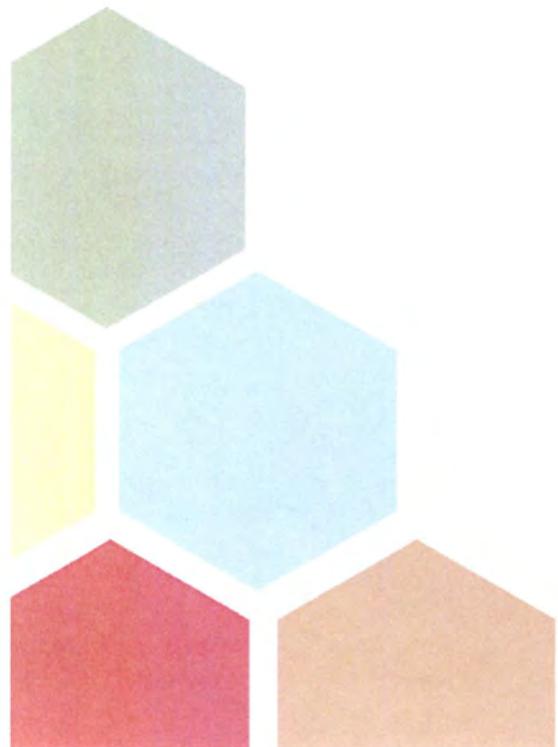

Richard W. Johnson, Mayor

ATTEST:



City Clerk

Amendment 2





[CITY OF]
O T T U M W A

October 4, 2022

Dear Reader,

The *Our Ottumwa 2040 Comprehensive Plan* was adopted in August 18, 2020 with the vision for the next 20 years of development and progress in Ottumwa. Through an election which brought four new councilmembers and myself as a new mayor, the commitment to the core principles outlined in the plan remains: growth, quality of life, housing and celebrating diversity. The plan won the 2021 American Planning Association Iowa Chapter's Daniel Burnham Award for a Comprehensive Plan because of the specificity of its goals and the energy demonstrated toward meeting those goals.

Keeping momentum means treating the plan as a living document. To celebrate the two year anniversary of the plan, we have added modest amendments. The amendments added to the *Our Ottumwa 2040 Comprehensive Plan* on October 4, 2022 provide a snapshot summary of the progress made toward implementing the plan in the two years since it was adopted. Those two years have been eventful! From the challenges of the Covid-19 pandemic to the victories we have celebrated opening the streetscape or breaking ground on major projects, revisiting and updating the plan gave us much to report.

Primarily, these amendments take the form of an afterword for each chapter where there was progress to report. These range from a statistical review of the 2020 Census to progress updates on parks and recreation and housing. As development has continued, we have also sought small changes to the Future Land Use Plan as reflected in the new map included in Chapter 9.

Finally, we are excited to launch the new public dashboard for the *Our Ottumwa Plan* with Envisio. This tool will ensure that progress updates for each action item included in the plan are regularly available for the public to see and follow our progress. Done correctly, the process of planning creates the social infrastructure necessary to carry out the goals of the plan itself. Envisio will be an important tool for keeping the public as actively engaged as they were throughout the planning process.

Thank you for sharing in this process. We look forward to continuing Ottumwa's progress for many years to come.

Sincerely,

Richard W. Johnson
Mayor



Since completing the Comprehensive Plan, the 2020 Census has been completed and much of the data has been released. This data provides an opportunity or provide an update statistical information. The total 2020 Census population for the City of Ottumwa was 25,528. That is a growth of 506 people between 2010 and 2020 and propelled Ottumwa past Fort Dodge and Clinton to be the 18th largest city in Iowa. This population growth figure exceeds the average population project in the Comprehensive Plan by 436 persons. Updated statistical profile information is below.

Population		Race/Ethnicity	
Population	25,529	White alone	82.8%
Age and Sex		Black or African American alone	5.2%
Persons under 5 years, percent	6.9%	American Indian or Alaska Native alone	0.2%
Persons under 18 years, percent	22.3%	Asian alone	1.8%
Persons 65 years and over, percent	15.6%	Native Hawaiian or other Pacific Islander alone	1.1%
Female persons, percent	50.20%	Two or more races	3.6%
Households		Hispanic or Latino	14.8%
Total Households	10,152	White alone, not Hispanic or Latino	75.6%
Average Household Size	2.34	Housing	
Speaking language other than English in the home	15.6%	Owner-occupied housing unit rate	61.4%
Income		Median value of owner-occupied housing units	\$75,800
Median household income	\$42,418	Median selected monthly owner costs with a mortgage	\$969
Per capita income	\$24,602	Median selected monthly owner costs without a mortgage	\$459
Persons in poverty, percent	18.1%	Median gross rent	\$765
Education			
High school graduate or higher	86.0%		
Bachelor's degree or higher	20.1%		



Since adopting the Our Ottumwa Plan, progress on parks and recreation has been steady. In 2021, the City contracted Design Workshop to prepare a Master Plan for Greater Ottumwa Park. This master planning effort includes the entire Greater Ottumwa Park area Sycamore Park and the Oxbow. The final report will be completed in fall 2022 and will include design work and phasing for major program expansions including additional baseball facilities and new soccer and tennis facilities.

Central to parks development is the ongoing effort to develop the Ottumwa Sportsplex near the Beach Ottumwa. The proposed 60,000 square foot complex would include basketball courts, volleyball courts, turf soccer, batting cages, a track, concessions and event space.

In July 2022, work began on the new showerhouse to serving campers at Greater Ottumwa Park. The modern showerhouse will improve the camping experience as camping revenue continues to grow. Also in Greater Ottumwa Park, steady progress continues on filling a pond on the east side of Wapello St. Filling this pond will provide the space to grow a new baseball and softball complex.

In June, 2022 the Council approved the sale of Pickwick Park to Ottumwa Community School District. This sale will support and addition project at Douma while allowing for new school playground equipment which will also be available to the neighborhood outside of school hours.

Additional trails projects are also advancing. The multipurpose trail on Milner St. links much of the south side to trails system. An upcoming project to connect the south part of the Oxbow with the trails will provide safe, uninterrupted access from the entire Milner trail to Greater Ottumwa Park and all points beyond.

Finally, Ottumwa's park system has added a new sport. As pickleball explodes in popularity nationwide, four new courts have been installed by Park's employees in Bell Park and Memorial Park.

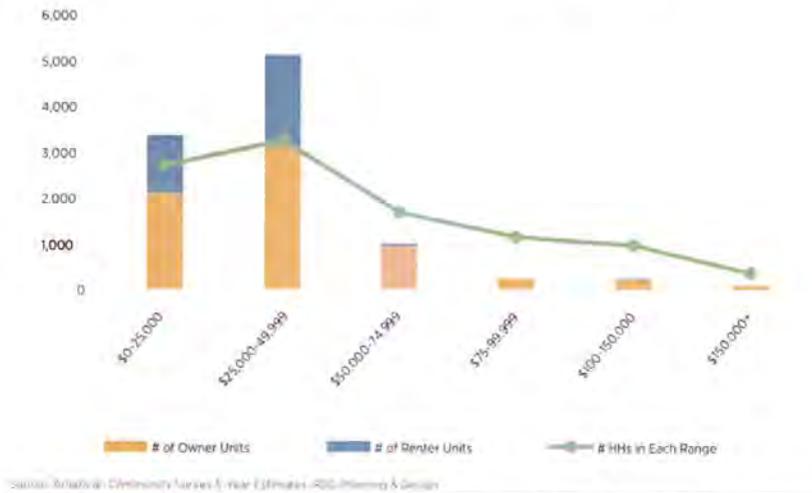


OTTUMWA HOUSING MARKET ANALYSIS

2022 | 1000' x 1000' | 100'

Housing has been one of the greatest areas of change and progress since the Comprehensive Plan was adopted. In February 2022, the Council adopted the *Ottumwa Housing Plan*. The Housing Plan was funded by the Legacy Foundation and provide a holistic evaluation of housing market and conditions around housing in Ottumwa. The study leveraged market research, public polling, focus groups and the professional experience of RDG Planning and Design to make findings and actionable recommendations.

Chief among the findings was the identification of a so-called “Missing Middle” phenomenon in the Ottumwa housing market. The graph below visualizes that phenomenon. Because there is a significant lack of housing targeted toward middle-earners, families with annual incomes between \$50,000 and \$150,000, these middle-income families compete with lower-income families. This raises the cost of housing for lower-income Ottumwans and leaves many middle-income families unhappy with their housing situation.

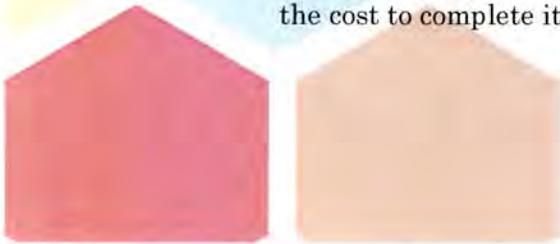


In addition to the Missing Middle, the study found housing needs in nearly all categories and price points. Because Ottumwa’s housing production has lagged so far behind its need, and because the 2020 Census supports the expectation of moderate population growth, the Housing Plan recommended creating 500 units of new housing before 2030.

To assist in achieving this goal, community partners have come together to launch Mission 500. This working group brings together government, nonprofits, bankers and developers. Coordinated by the Legacy Foundation, the group has already demonstrated appreciable success in bringing advocates together to advance projects and collaborate on policymaking.

The Housing Plan contained specific, actionable policy recommendations. These include:

- Ramp up a non-profit developer like Rippling Waters;
- Provide incentives for medium-density infill development;
- Provide Gap Financing to close the distance between the value of a new project and the cost to complete it;



- Community campaigns to build ownership, hope and pride at the neighborhood level;
- Workforce development.

Several actions have already been taken to support these recommendations. In 2022, the Council adopted a far-reaching Zoning Code amendment which reduced barriers to housing development. One major step was the creation of the Housing Opportunity Infill use type. Medium density infill development which conforms to an approved site plan can be completed on nearly any infill lot in the City without need for variance or other review. Work is already underway completing these prototypes and the Council will review additional incentives for demonstration projects which put the prototypes into use.

With funding support from the Legacy Foundation, the City launched Build Ottumwa in 2022. The program provides a \$10,000 economic development grant to anyone who completes a new single-family home valued at \$125,000 or more. These grants will contribute toward the goal of developing Gap Financing.

Finally, the Blocks to Neighborhoods program retooled the existing Healthy Neighbors program to provide an incentive for homeowners to complete exterior home renovation projects. The program provides grants up to \$2,500 with only a 50% match for qualifying projects. However, homeowners are required to submit an application with at least two of their neighbors. These grants seek to have a neighborhood-level impact while catalyzing neighborhood cooperation and pride.

As the City continues to bring together the right mix of incentives and tools, housing projects are already making progress throughout the community. On Bonita Ave., 108 units are under construction in a project instigated by JBS to address workforce housing shortages. JBS has already launched a purchase, rehab, resell program which improves homes throughout the City while giving their employees opportunities for homeownership. Downtown, seven new apartments received economic development grants from IEDA in 2022.

While much work remains, the City has set ambitious but achievable goals for housing over the course of the comprehensive plan. Progress toward those goals remains promising.



In 2022, the Ottumwa economy continues to recover from Covid-19 pandemic. Unemployment has rebounded to rates lower than before the pandemic, but as a result, employers struggle to find workers to fill vacancies. Inflation affects all Ottumwans, including the city government as construction and material costs remain high.

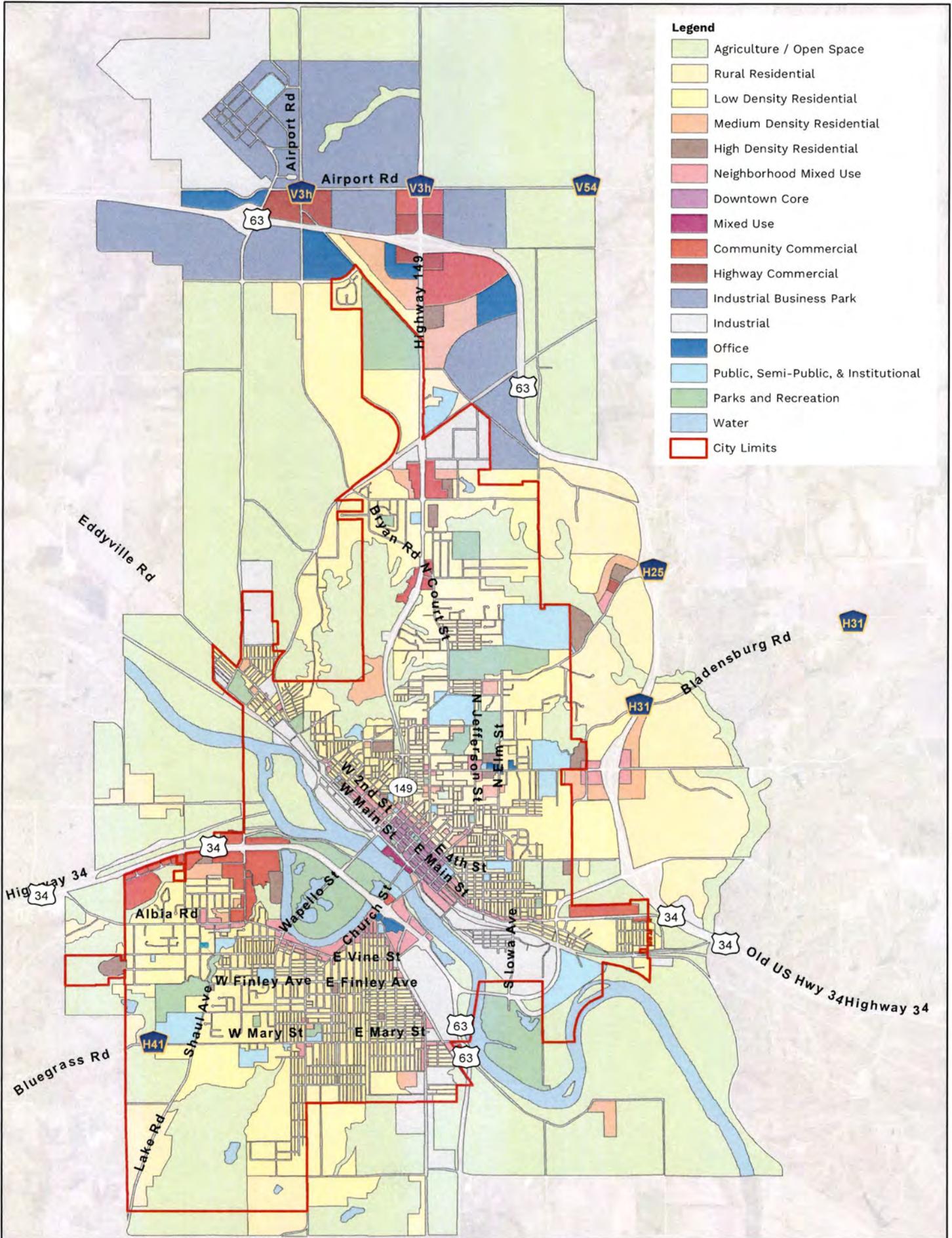
There are, however, many bright spots in the recovery. Superior Machine and MAAX Swim Spas announced their intent to locate to Ottumwa in 2021. These new manufacturers will produce 200+ new jobs.

Over the last two years, the City has managed to reduce the property tax levy in each subsequent budget. Eliminating the transit levy and reducing trust and agency costs has driven this progress. A lower levy will help Ottumwa compete for industry and commerce.

Under new leadership, Greater Ottumwa Partners in Progress has convened an Economic Development Committee bringing together business, nonprofits and decision-makers to work on pressing issues. The group has a special focus on new retail recruitment. With the new Cobblestone Inn and Suites at Bridge View Center and the Wildwood Retail Center under construction, Ottumwa sees opportunities for retail growth.

Finally, the City has contracted with Retail Strategies to provide retail recruitment services. This three-year program will use Retail Strategies professional expertise and contacts to put Ottumwa real estate in front of national site selectors for major retailers. Retail Strategies will also complete a strategic plan for the Main Street and Church Street business districts and assist with developing entrepreneurs.





Major changes in public transit followed the *Our Ottumwa Plan*. The City completed the transfer of transit operations to 10-15 Transit, the regional transit authority. This move allowed the City to eliminate the transit levy while maintaining the same public transit services.

In October 2020, the City completed the two-year, \$6 million Main Street streetscape project. The project completely reconstructed the 100-300 blocks of East Main from Court Street to Jefferson. While permeable pavers at the Green Street and Market Street intersections were eventually replaced, the project design with midblock crossings, bioswales, public art and numerous planters improves the ecological and social function of one of Ottumwa's most important streets.

The City acquired ownership of the Rail Depot building in August 2022. The ownership change comes with a renewed commitment by Amtrak to continue serving Ottumwa as part of the California Zephyr line with service to Chicago, Omaha, Denver, Reno, Sacramento and other destinations. Amtrak will also commit to a major renovation of the existing platform at the Ottumwa station.

Significant design work is underway for the Highway 34 reconstruction project. City staff and the Department of Transportation have coordinated on this project and will continue that work as it becomes ready for the DOT to program. The project will improve safety for the entire Highway 34 corridor.



Our Ottumwa 2040 Comprehensive Plan Implementation - Two Year Update

In the last two years, progress has been made on most of the items in the work plan included in Chapter 13. Some goals, such as completing a housing study, have been completely achieved. Others are on pace for completion while some items have experienced disruption. In 2022, the City will launch the *Our Ottumwa Comprehensive Plan* public dashboard powered by Envisio. Each staff member tasked with working on a different action item in the plan will provide a quarterly progress update which will be reflected in progress updates shared on the dashboard. The dashboard will be a permanent link on the City's homepage at www.ottumwa.us.



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

Phil Rath - CR
City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3210-2022: AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Close public hearing,
Plan and Zoning Commission recommends that Council approve
the first consideration of Ordinance No. 3210-2022.

DISCUSSION: The owners of the property at 1235 Hutchinson have applied for voluntary annexation. The annexation request will be considered at the November 1, 2022 Council meeting. This ordinance would also have its third consideration on November 1. Ordinance No. 3210-2022 would rezone the property when it annexed from AG Agriculture/Urban Preserve to C1 Neighborhood Commercial. This rezoning would permit the construction

Source of Funds:

Budgeted Item: Budget Amendment Needed:

and operation of a Dollar General retail store.

The Plan and Zoning recommended on a vote of 5-4 that the rezoning be approved with the following conditions:

1. That the property be developed within two years. If development does not occur, the zoning would need require additional consideration by Plan and Zoning and Council review.
2. That liquor sales and pawnshop uses not be permitted. Those uses are permitted generally in the C1 zone, but this restriction would prohibit them on this property.

The Future Land Use Plan designates the property as suitable for Community Commercial Use. C-1 classification is compatible with Community Commercial Use in the Future Land Use Plan adopted with the Our Ottumwa 2040 Comprehensive Plan. Staff finds that the development of the retail store is not incompatible with the surrounding neighborhood. While the predominate uses in the surrounding neighborhood are medical service uses rather than commercial retail, these medical services business have similar operating hours, maintain large parking lots and generate traffic. Pennsylvania is an arterial or major collector street suitable for commercial traffic.

ORDINANCE NO. 3210-2022

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN THE CITY OF OTTUMWA AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

WHEREAS, Iowa Code Section 414.5 allows the City Council to impose reasonable conditions on a property owner as part of a rezoning request; and

WHEREAS, such conditions must be agreed to in writing, prior to the time of the public hearing regarding the proposed rezoning; and

WHEREAS, the City Council of the City of Ottumwa finds that a conditional rezoning of this property is appropriate and reasonable to satisfy the public needs that are directly caused by the requested rezoning; and

WHEREAS, the property owner has agreed to these conditions in writing.

NOW, THEREFORE, be it enacted by the City Council of the City of Ottumwa, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of Agricultural and Urban Reserve (AG) District to C-1 Neighborhood Commercial District, to wit:

A part of Lot Nine (9) of Wm. Hammond's Subdivision of the South Half of the Northwest Quarter (NW 1/4) of Section 20, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa, being more particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Lot Nine (9); thence South 89°33'27" West along the South right of way line of East Pennsylvania Avenue in the City of Ottumwa, Wapello County, Iowa extended to the East, a distance of 219.97 feet; the South 2°06'21" West along an existing fence line and this line extended Southwesterly, a distance of 305.46 feet to a point on the South line of said Lot Nine (9) as heretofore evidenced by Iron Pins; thence North 89°37'19" East along the said South line of Lot Nine (9), a distance of 231.19 feet to an existing Iron Pin at the Southeast Corner of said Lot Nine (9); thence North along the East line of said Lot Nine (9), the same being the West right of way line of Hutchinson Avenue, a distance of 305.42 feet to the point of beginning. Half inch Iron Pins with Plastic Survey Caps, "Graham R.L.S. 3955" have been set at the Northeast, Northwest and Southwest Corners of the above described Tract of Land.

This rezoning is subject to the following conditions:

1. That the property shall be developed within two years from the effective date of this ordinance. If the property is not developed in this time period, the property owner shall deliver a progress report, illustrating substantive progress toward property development, at which time an agreement extension may be granted. Any such extensions shall require a formal amendment of this Ordinance, and will require planning and zoning commission as well as city council review and approval.

2. That the following uses are prohibited on the property: Liquor Sales and Pawnshop.

3. In the event the property know as 1235 Hutchinson Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

This condition is hereby agreed to by the undersigned property owners.

MICHAEL A. SMITHART
Title Holder

RONDA K. DENNIS-SMITHART
Title Holder

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance on the Official Zoning Map.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: _____

Second Reading: _____

Third Reading: _____

Passed and adopted this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the _____ day of _____, _____ and was published in the _____, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, _____.

Chris Reinhard, City Clerk



Overview



Legend

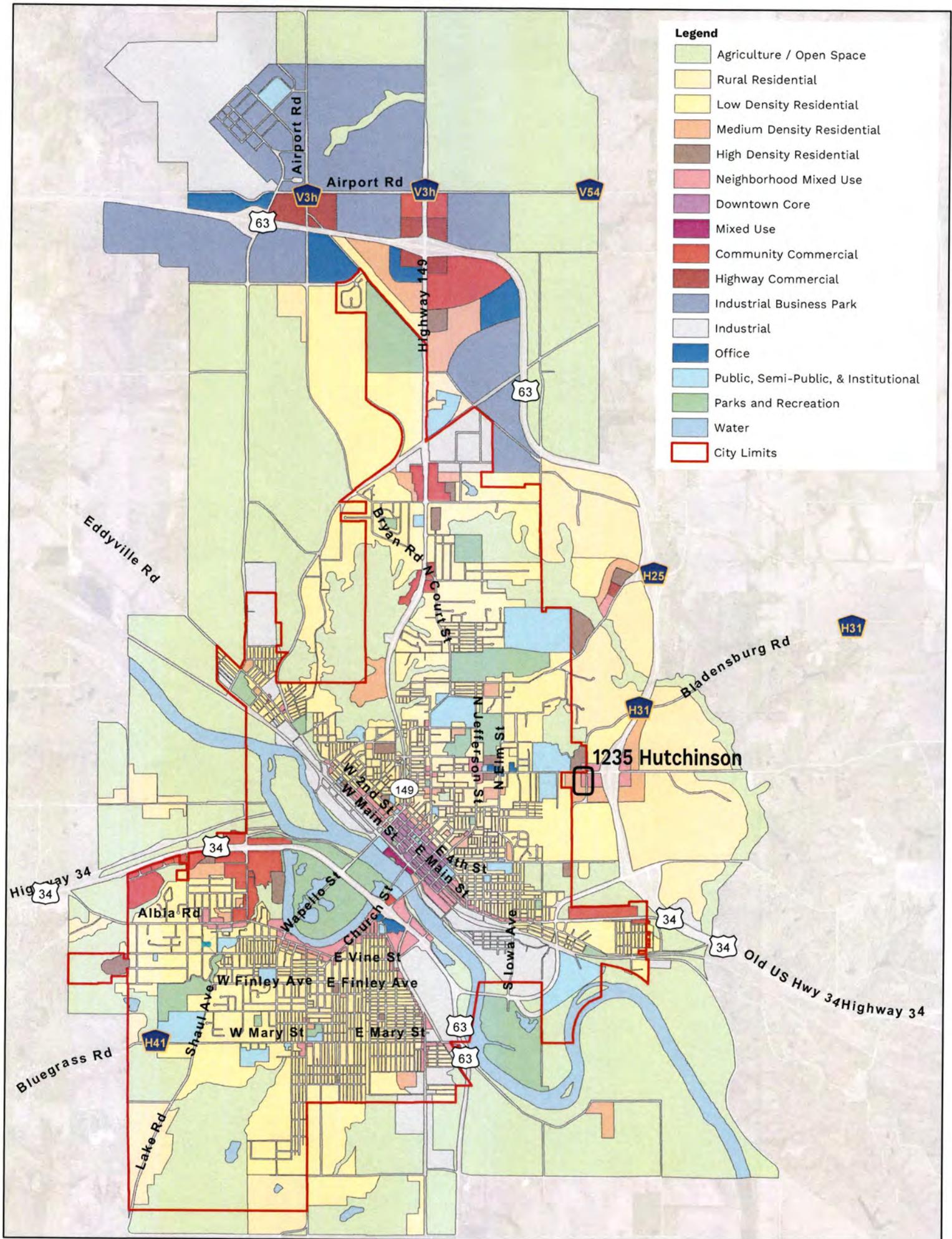
-  Easements
-  Lots
- Parcels**
-  <blank>
-  <blank>
-  Subdivisions
-  City Limits
-  Lot Symbols
-  Misc Symbols
-  Parcel Symbols
-  Road Symbols
-  Right-of-Way Line
- Roads**
-  Sections
-  Section Center
-  Quarter Lines
-  Quarter Quarter Lines
-  Lines

Parcel ID	007072011323010	Alternate ID	n/a	Owner Address	Smithart, Michael A
Sec/Twp/Rng	20-72-13	Class	R		Dennis-Smithart, Ronda K
Property Address	1235 HUTCHINSON AVE	Acreage	1.48		12378 Sycamore Rd
	OTTUMWA				Ottumwa, IA 52501-

District CENTER TWP/ OTTUMWASCH
 Brief Tax Description PT LOT 9 OF WM H HAM
 MONDS SUB OF S1/2 NW
 SEC 20-72-13 BEING
 THE E'LY&EX PT SOLD
 & EX EASEMENT TO
 WAPELLO CO
 (1235 HUTCHINSON AVE
)

(Note: Not to be used on legal documents)

Date created: 8/1/2022
 Last Data Uploaded: 7/31/2022 9:39:56 PM



Legend

- Agriculture / Open Space
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Mixed Use
- Downtown Core
- Mixed Use
- Community Commercial
- Highway Commercial
- Industrial Business Park
- Industrial
- Office
- Public, Semi-Public, & Institutional
- Parks and Recreation
- Water
- City Limits

ORDINANCE NO. 3210-2022

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE
CITY OF OTTUMWA, IOWA, BY CONDITIONALLY REZONING
PROPERTY GENERALLY LOCATED AT 1235 HUTCHINSON AVE. IN
THE CITY OF OTTUMWA AND DIRECTING THE ZONING
ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE
OF THIS CHANGE ON THE OFFICIAL ZONING MAP**

WHEREAS, Iowa Code Section 414.5 allows the City Council to impose reasonable conditions on a property owner as part of a rezoning request; and

WHEREAS, such conditions must be agreed to in writing, prior to the time of the public hearing regarding the proposed rezoning; and

WHEREAS, the City Council of the City of Ottumwa finds that a conditional rezoning of this property is appropriate and reasonable to satisfy the public needs that are directly caused by the requested rezoning; and

WHEREAS, the property owner has agreed to these conditions in writing.

NOW, THEREFORE, be it enacted by the City Council of the City of Ottumwa, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Ottumwa, Iowa, is hereby amended by conditionally changing the zoning classification of the following described real property, from its current classification of Agricultural and Urban Reserve (AG) District to C-1 Neighborhood Commercial District, to wit:

A part of Lot Nine (9) of Wm. Hammond's Subdivision of the South Half of the Northwest Quarter (NW 1/4) of Section 20, Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa, being more particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Lot Nine (9); thence South 89°33'27" West along the South right of way line of East Pennsylvania Avenue in the City of Ottumwa, Wapello County, Iowa extended to the East, a distance of 219.97 feet; the South 2°06'21" West along an existing fence line and this line extended Southwesterly, a distance of 305.46 feet to a point on the South line of said Lot Nine (9) as heretofore evidenced by Iron Pins; thence North 89°37'19" East along the said South line of Lot Nine (9), a distance of 231.19 feet to an existing Iron Pin at the Southeast Corner of said Lot Nine (9); thence North along the East line of said Lot Nine (9), the same being the West right of way line of Hutchinson

Avenue, a distance of 305.42 feet to the point of beginning. Half inch Iron Pins with Plastic Survey Caps, "Graham R.L.S. 3955" have been set at the Northeast, Northwest and Southwest Corners of the above described Tract of Land.

This rezoning is subject to the following conditions:

1. That the property shall be developed within two years from the effective date of this ordinance. If the property is not developed in this time period, the property owner shall deliver a progress report, illustrating substantive progress toward property development, at which time an agreement extension may be granted. Any such extensions shall require a formal amendment of this Ordinance, and will require planning and zoning commission as well as city council review and approval.
2. That the following uses are prohibited on the property: Liquor Sales and Pawnshop.
3. In the event the property know as 1235 Hutchinson Avenue is hereafter rezoned to a district classification different from that which is agreed upon herein, this agreement and the conditions herein shall be rendered null and void.

This condition is hereby agreed to by the undersigned property owners.


MICHAEL A. SMITHART
Title Holder


RONDA K. DENNIS-SMITHART
Title Holder

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance on the Official Zoning Map.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First Reading: October 4, 2022

Second Reading: _____

Third Reading: _____

Passed and adopted this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the _____ day of _____, _____ and was published in the _____, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, _____.

Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 4, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

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

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the second reading of Ordinance No. 3202-2022

DISCUSSION: On July 19, 2022 the City Council held a public hearing regarding a franchise fee for the gas utility. Pursuant to Iowa Code section 364.2(4)(f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a three percent franchise fee upon the electric utility as part of a franchise agreement with Interstate Power and Light Company. This fee would replace the current one percent charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 174-2022. The first reading passed 3-1 and has been moved to the second reading.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3202-2022

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

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

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

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

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

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

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

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

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

PASSED on its second consideration the 4 day of October, 2022.

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

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 4, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

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

Public hearing required if this box is checked.

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

DISCUSSION: On September 20, 2022 the City Council held a public hearing regarding a franchise fee for the gas utility. Pursuant to Iowa Code section 364.2(4)(f) municipalities may impose a franchise fee when adopted by ordinance. Attached is an ordinance with the intent to impose a three percent franchise fee upon the gas utility as part of a franchise agreement. This fee would replace the current one percent charged for Local Option Sales Tax. Revenue received from this fee would be used to supplement the General Fund as outlined in the Revenue Purpose Statement adopted by Resolution 176-2022. The first reading passed 3-1 and has been moved to the second reading.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3209-2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

information.

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

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

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

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

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

ordinance shall be void and of no effect.

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

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

PASSED on its second consideration the 4 day of October, 2022.

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

PASSED AND APPROVED this ___ day of _____ 2022.

CITY OF OTTUMWA, IOWA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

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

(OFFICIAL SEAL)

City Clerk

CITY OF OTTUMWA

Staff Summary

~P23 39

**** ACTION ITEM ****

Council Meeting of: October 4, 2022

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Larry Seals *Larry Seals*
Department Head

CK

City Administrator Approval

AGENDA TITLE: Approve Purchase of Replacement of Slide Gates for Walnut Station and the Diffuser stations

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

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

RECOMMENDATION:

Approve the replacement of two slide gates that are not working correctly

DISCUSSION: These gates are used to redirect effluent flow from JBS and the WPCF when performing maintenance on our diffuser in the Des Moines River. The aluminum slide gates are no longer working properly and will not close when needed. They will be replaced with Stainless Steel slide gates.

The Walnut gate is quoted at \$11,113.00, and the diffuser gate is quoted at \$9,775.00. There were two vendors contacted with only 1 quote returned in over a month and several phone calls.

WPCF budgeted \$75,000 in 610-8-815-727 for as needed equipment replacement and this will be taken out of that line item. With an expense of \$20,888 there would be a balance of \$54,112.00

HYDRO GATE[®]

a MUELLER brand

Address Purchase orders to
Henry Pratt Company, LLC
12000 E. 47th Ave.,
Suite 200
Denver, CO 80239

phone: 303-288-7873
fax: 303-287-8531
hydrogate.com

QUOTE #2208109

Date: August 29, 2022

Project Name: Diffuser Gate Replacement – Ottumwa, IA

Representative: Bert Gurney & Associates – (402) 551-7995

REPRESENTED BY
Gurney

RELATIONSHIPS • TECHNOLOGY • SERVICE

4428 South 108th Street
Omaha, NE 68137
(402)-551-7995
(402)-553-5879 Fax
www.bgagurney.com

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:
Emailed information only. No drawings. No specifications. Actual project requirements may affect the scope of work and pricing.

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

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MUELLER 800-271-1111

8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittal's. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. **Please address all purchase orders to Gurney & Associates, 4428 S 108th St, Omaha, NE 68142**
12. Gurney & Associates Standard Terms and Conditions of Sale apply to this quotation.
13. Submittal and Production Lead times are subject to change at the time of order.
14. **Existing wall thimbles to be used with gates. Contractor to field verify existing bolt patterns and conditions prior to submittal's. Actual project requirements may require price and lead time adjustment.**
15. Field service not included.

HYDRO GATE[®]

MUELLER INC.

Quotation Number: 2208109

Item Number :
Location : Effluent Control Structure
Qty/Size : 1 – 36" x 36"
Gate : Fabricated Slide Gate Model HG561 with type 304 stainless steel frame and slide, stainless steel fasteners, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Existing wall thimble.
Lift : Wall bracket mounted pedestal geared crank lift with type 304 Stainless Steel stem and plastic stem cover with mylar position indicator. Gearbox includes a 2" square nut for operation with a hand drill.
H-Distance : 12.61' (from centerline)
Gate Ship : 12-14 weeks after drawing and credit approval.
Price Each : \$ _____

Total price for items listed above: **\$9,775.00**

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 15 in this quotation.

FREIGHT:

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

FIELD SERVICE:

Not Included

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.

HYDRO GATE[®]

MUELLER INC.

Chris Shenk

Hydro Gate® Application Engineer I

12000 E. 47th Avenue - Suite 200 Denver, Colorado 80239

office: 303.374.2186 | muellerwp.com



TERMS & CONDITIONS

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

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Address Purchase orders to
Henry Pratt Company, LLC
12000 E. 47th Ave.,
Suite 200
Denver, CO 80239

phone: 303-288-7873
fax: 303-287-8531
hydrogate.com

QUOTE #2208110

Date: August 29, 2022

Project Name: Walnut Replacement Slide Gate – Ottumwa, IA

Representative: Bert Gurney & Associates – (402) 551-7995

REPRESENTED BY
Gurney

RELATIONSHIPS • TECHNOLOGY • SERVICE

4428 South 108th Street
Omaha, NE 68137
(402)-551-7995
(402)-553-5879 Fax
www.bgagurney.com

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:
Emailed information only. No drawings. No specifications. Actual project may affect the scope of work and pricing.

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

HYDRO GATE[®]

MUELLER brand

8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittal's. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. **Please address all purchase orders to Gurney & Associates, 4428 S 108th St, Omaha, NE 68142**
12. Gurney & Associates Standard Terms and Conditions of Sale apply to this quotation
13. Submittal and Production Lead times are subject to change at the time of order.
14. **From emailed information provided, Hydro Gate is quoting a slide gate without a top seal that will allow water to flow over the top of the gate. If this is incorrect, please contact Hydro Gate for pricing adjustment.**
15. Field service not included.

HYDRO GATE[®]

MUELLER INC.

Quotation Number: 2208110

Item Number : 01
Location : Side Bank Discharge
Qty/Size : 1 – 48" x 21"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Stainless steel anchor bolts.
Lift : Yoke mounted pedestal geared crank lift with type 304 Stainless Steel stem and plastic stem cover with mylar position indicator. Gearbox includes a 2" square nut for operation with a hand drill.
Frame Height : 17.19' (from centerline)
Gate Ship : 12-14 weeks after drawing and credit approval.
Price Each : \$ _____

Note: Hydro Gate is quoting a self-contained frame from the site photos provided. If this is incorrect, please contact Hydro Gate for pricing adjustment.

Total price for items listed above: **\$ 11,113.00**

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 15 in this quotation.

FREIGHT:

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

FIELD SERVICE:

Not Included

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.

HYDRO GATE[®]

MUELLER INC.

Chris Shenk

Hydro Gate® Application Engineer I

12000 E. 47th Avenue - Suite 200 Denver, Colorado 80239

office: 303.374.2186 | muellerwp.com

TERMS & CONDITIONS

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

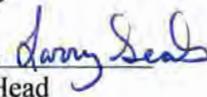
Council Meeting of: October 4, 2022

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Larry Seals
Department Head



City Administrator Approval



AGENDA TITLE: Howden Blower Personnel to repair Air Blowers at WPCF

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

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

RECOMMENDATION:

Approve Howden personnel to come to the WPCF to repair equipment and ensure set-point are met for the vanes to produce the correct amount of air that the sensors are requiring.

DISCUSSION: This is to have Howden repair staff to come to the WPCF and repair the contents of Blower #2 Termination Enclosure. There are monitors and controllers within the Enclosure that WPCF staff are unable to repair. To ensure that we have an adequate air supply for the plant we are requesting that Howden staff perform the repairs and set the blower set points to where they need to be.

WPCF budgeted \$140,000 in 610-8-815-6399 for unclassified repair items and this will be taken out of that line item. With this expense of \$8,734.00 there would be a balance of \$131,266 remaining.

Customer: Ottumwa, IA WWTP Our ref: HROJAF.AFM.000936
 Project: Field Service Your ref: HROJAF.AFM.000936
 Site: 332 Ottumwa, IA WWTP Date: 05/29/2022



Contact: Tyler Burns
 Email: burnst@ottumwa.us
 Phone: (641) 683-0641

Location: Ottumwa, Iowa
 Model: KA10-SV-GK200
 Serial Number(s): 62007606-07
 Description or Scope: Tune up

Labor	
Monday-Friday: 10 hours/day, Saturday: 8 hours/day	
Total Days Required for Job Completion (Working and Standby Days)	
Quantity of Persons	2
Total Hours Required for Job Completion	
Monday thru Saturday, first 40 hours: Total Hours: 16, FST rate, \$175/hour	16
Monday thru Saturday, over 40 hours: Total Hours: 0, FST rate, \$0/hour	\$2,800
	\$0
Travel	
Airfare	
Roundtrip Travel Labor	\$1,020
Meal Expense (2 days on site including weekends, 2 days travel; per person)	\$3,500
Lodging, Incidental, and Transportation Expenses	\$300
	\$764
Toolbox Freight	
	\$350
Estimated Service Total	\$8,734
Estimated Equipment/Parts Total	
	\$0
Estimated Overall Total	\$8,734

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Howden technician.

This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform. Does not include craft labor and tools to support the work.

This proposal does not include the typical replacement components for the service. Any significant wear or abnormalities identified requiring extra labor and/or parts shall be billed per Howden's standard Service Rate Schedule. Howden will provide an estimate of additional time and materials as required.

This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms and Conditions of Sale for products and services, copy attached hereto. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Seller unless expressly accepted in writing by Seller. Service and equipment/parts will be invoiced separately.

Attachments:

Field Service Rate Sheet, Howden Selling Policy, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

Time and Material pricing per Howden Schedule of Field Service Rates
 Currency USD
 Terms of Payment Net 30 Days
 Terms of Delivery DAP Ottumwa, Iowa, USA per Incoterms 2020

Thank you for your continued interest in Howden products and services

CONFIDENTIAL

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 4, 2022

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson *ZS*

Department Head

CR
City Administrator Approval

AGENDA TITLE: Resolution No.240-2022. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 437 N Court.

****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 240-2022

DISCUSSION: Bids for this project were accepted until 2 P.M. on September 28, 2022. Two Asbestos bids and two demolition bids were received. Dan Laursen and Environmental Edge submitted the best bids in the amount of \$1,500 for Asbestos and \$18,000 for demolition. Staff recommends awarding them the contract. A bid tab is attached.

RESOLUTION NO. 240-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 437 N COURT.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

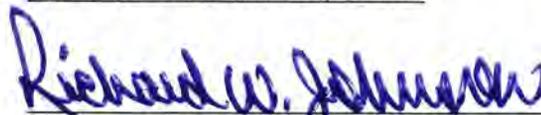
WHEREAS, the lowest qualified bid was from Dan Laursen and Environmental Edge in the amount of \$1,500 for asbestos abatement and \$18,000 for demolition and leveling of the lot.

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

Dan Laursen and Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 437 N Court in the amount of \$1,500 for asbestos abatement and \$18,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

437 N Court	Asbestos	Demolition	Total
Dan Laursen	\$1,500.00	\$18,000.00	\$19,500.00
Weston McKee	\$2,500.00	\$22,000.00	\$24,500.00
Best Bid For Demolition			
Is Dan Laursen and Environmental			\$19,500
Edge			



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 437 N COURT OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
437 N Court	\$1,500. ⁰⁰	\$18,000. ⁰⁰	\$19,500. ⁰⁰
	\$1,500. ⁰⁰	\$18,000. ⁰⁰	\$19,500. 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.

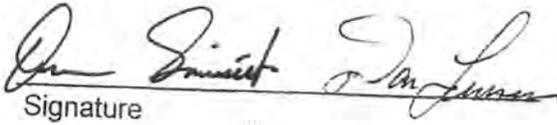
A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified 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.


Signature

DAN LAURSEN
Dostan Smith
Printed Name

2801 Roemer Ave.
Address

641-226-4483
Telephone Number

Ottoman, Iowa, 52501
City, State, Zip

9-28-22
Date

Dostan PC@MSN.com
E-mail Address

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : October 4, 2022

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

CP
City Administrator Approval

AGENDA TITLE: Resolution No.241-2022. A resolution awarding the contract for demolition of the condemned property at 201 N Holt.

****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 241-2022

DISCUSSION:

Bids for this project were accepted until 2 P.M. on September 28, 2022. Two demolition bids were received. Dan Laursen and Environmental Edge submitted the best bid in the amount of \$7,900 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

Source of Funds: 151-3-342-6499

Budget Item: Budget Amendment Needed

RESOLUTION NO. 241-2022

A RESOLUITON AWARDING THE CONTRACT FOR DEMOLITION OF THE CONDEMNED PROPERTY AT 201 N HOLT.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

WHEREAS, the lowest qualified bid was from Dan Laursen and Environmental Edge in the amount of \$7,900 for demolition and leveling of the lot.

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

Dan Laursen and Environmental Edge be awarded the contract for the demolition of the condemned property at 201 N Holt in the amount of \$7,900 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor



ATTEST:



Christina Reinhard, City Clerk

201 N Holt	Asbestos	Demolition	Total
Dan Laursen	na	\$7,900.00	\$7,900.00
Weston McKee	na	\$12,000.00	\$12,000.00
Best Bid For Demolition			
Is Dan Laursen and Environmental			\$7,900
Edge			



CITY OF
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 201 N HOLT OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
201 N HOLT	no Asbestos	\$7,900.00	\$7,900.00

DS 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

DS Initial Form Here

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

DAN LAURSON
Dustan Smith
Printed Name

2801 Roemer Ave.
Address

641-226-4483
Telephone Number

Ottumwa, Iowa, 52501
City, State, Zip

9-28-22
Date

Dustan PC@msn.com
E-mail Address

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 4, 2022

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson *ZS*

Department Head

CR

City Administrator Approval

AGENDA TITLE: Resolution No.242-2022. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 306 W Sixth.

****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 242-2022

DISCUSSION:

Bids for this project were accepted until 2 P.M. on September 28, 2022. Two Asbestos bids and two demolition bids were received. Dan Laursen and Environmental Edge submitted the best bids in the amount of \$4,775 for Asbestos and \$12,000 for demolition. Staff recommends awarding them the contract. A bid tab is attached.

RESOLUTION NO. 242-2022

A RESOLUITON AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 306 W SIXTH.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

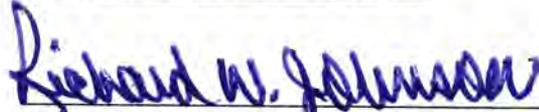
WHEREAS, the lowest qualified bid was from Dan Laursen and Environmental Edge in the amount of \$4,775 for asbestos abatement and \$12,000 for demolition and leveling of the lot.

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

Dan Laursen and Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 306 W Sixth in the amount of \$4,775 for asbestos abatement and \$12,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

306 W Sixth	Asbestos	Demolition	Total
Dan Laursen	\$4,775.00	\$12,000.00	\$16,775.00
Weston McKee	\$4,100.00	\$13,000.00	\$17,100.00
Best Bid For Demolition and			
Asbestos removal Is Dan Laursen			\$16,775
and Environmental Edge			

an



[CITY OF]
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 306 W SIXTH STREET OTTUMWA, IOWA
BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
306 W Sixth Street	\$ 4,775 ⁰⁰	\$ 12,000 ⁰⁰	\$ 16,775 ⁰⁰
	\$ 4,775 ⁰⁰	\$ 12,000 ⁰⁰	\$ 16,775 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.

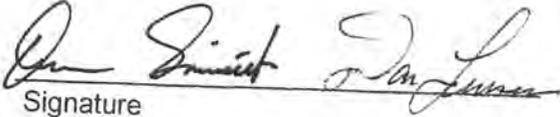
A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified 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.


Signature

DAN LAURSEN
Dostan Smith
Printed Name

2801 Roemer Ave.
Address

641-726-4483
Telephone Number

Ottoman, Iowa, 52501
City, State, Zip

9-28-22
Date

Dostan P@msn.com
E-mail Address

RESOLUTION NO. 243-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 309 MER ROUGE.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

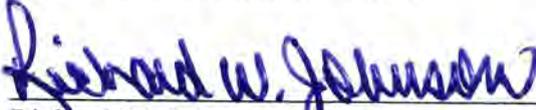
WHEREAS, the lowest qualified bid was from Dan Laursen and environmental Edge in the amount of \$3,500 for asbestos abatement and \$10,000 for demolition and leveling of the lot.

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

Dan Laursen and Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 309 MER ROUGE in the amount of \$3,500 for asbestos abatement and \$10,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

309 Mer Rouge	Asbestos	Demolition	Total
Dan Laursen	\$3,500.00	\$10,000.00	\$13,500.00
Weston McKee	\$4,800.00	\$12,000.00	\$16,800.00
Best Bid For Demolition and Asbestos removal Is Dan Laursen and Environmental Edge			\$13,500



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 309 MER ROUGE OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
309 MER ROUGE	\$3,500. ⁰⁰ =	\$10,000. ⁰⁰ =	\$13,500. 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.

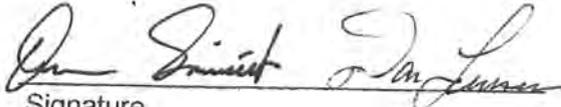
The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

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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

DAN LAURSEN
Dostan Smith
Printed Name

2801 Roemer Ave.
Address

641-726-4483
Telephone Number

Ottumwa, Iowa, 52501
City, State, Zip

9-28-22
Date

Dostan P@msn.com
E-mail Address

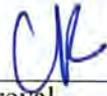
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : October 4, 2022

Building and Code Enforcement
Department

Jake Rusch
Prepared By
Zach Simonson 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.244-2022. A resolution awarding the contract for
Asbestos abatement and demolition of the condemned property at 153
S Fellows.

****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 244-2022

DISCUSSION: Bids for this project were accepted until 2 P.M. on September 28, 2022. Two Asbestos bids and two demolition bids were received. Weston Mckee submitted the best bids in the amount of \$12,300 for Asbestos and \$19,000 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 244-2022

A RESOLUTION AWARDDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 153 S FELLOWS.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

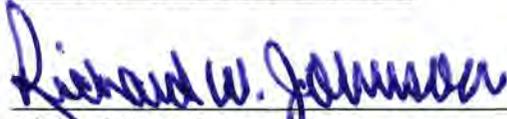
WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$12,300 for asbestos abatement and \$19,000 for demolition and leveling of the lot.

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

Weston McKee be awarded the contract for asbestos abatement and demolition of the condemned property at 153 S Fellows in the amount of \$12,300 for asbestos abatement and \$19,000 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



153 S Fellows	Asbestos	Demolition	Total
Dan Laursen	\$16,700.00	\$16,200.00	\$32,900.00
Weston McKee	\$12,300.00	\$19,000.00	\$31,300.00
Best Bid For Demolition and			
Asbestos removal Is Weston McKee			\$31,300

WM

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[CITY OF]
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
DEMOLITION OF 153 S FELLOWS OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
153 S Fellows	\$12,300	19,000	\$31,300

 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 McKee
Signature

Weston McKee
Printed Name

2953 Glasgow Rd
Address

641 226-4412
Telephone Number

Franklin, IA 52556
City, State, Zip

9-27-22
Date

Westonmckee@yahoo.com
E-mail Address

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 4, 2022

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson *ZS*

Department Head

City Administrator Approval *OK*

AGENDA TITLE: Resolution No.245-2022. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 157 S Iowa.

****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 245-2022

DISCUSSION:

Bids for this project were accepted until 2 P.M. on September 28, 2022. Two Asbestos bids and two demolition bids were received. Dan Laursen and Environmental Edge submitted the best bids in the amount of \$6,000 for Asbestos and \$12,500 for demolition. Staff recommends awarding them the contract. A bid tab is attached.

RESOLUTION NO. 245-2022

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 157 S IOWA.

WHEREAS, the City of Ottumwa was accepted bids for the above referenced project until 2pm on September 28, 2022; and

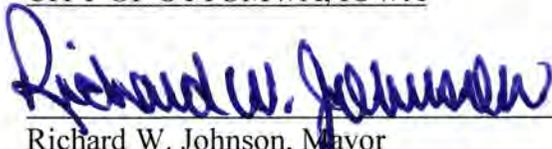
WHEREAS, the lowest qualified bid was from Dan Laursen and Environmental Edge in the amount of \$6,000 for asbestos abatement and \$12,500 for demolition and leveling of the lot.

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

Dan Laursen and Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 157 S Iowa in the amount of \$6,000 for asbestos abatement and \$12,500 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 4th day of October 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

157 S IOWA	Asbestos	Demolition	Total
Dan Laursen	\$6,000.00	\$12,500.00	\$18,500.00
Weston McKee	\$7,000.00	\$13,000.00	\$20,000.00
Best Bid For Demolition and			
Asbestos removal Is Dan Laursen			\$18,500
and Environmental Edge			



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND
 DEMOLITION OF 157 S IOWA AVENUE OTTUMWA, IOWA
 BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
157 S Iowa Avenue	\$6,000. ⁰⁰	\$12,500. ⁰⁰	\$18,500. 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.

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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

DAN LAURSEN
Dostan Smith
Printed Name

2801 Roemer Ave.
Address

641-726-4483
Telephone Number

Ottoman, Iowa, 52501
City, State, Zip

9-28-22
Date

Dostan PC@msn.com
E-mail Address

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #246-2022. Approve Change Order #4 for the Campground Shower House and Office Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #246-2022.

DISCUSSION: Change order #4 will involve moving 3 toilet rough-in hookups due to the size of the interior concrete blocks being changed. The original contract amount with RG Construction was \$573,672. Change order #1 was for \$595, which increased the contract amount to \$574,467. Change order #2 was for \$15,250, which increased the contract amount to \$589,717. Change order #3 was for \$3,425, which increased the contract amount to \$593,142. Change order #4 is for \$1700, which increases the the contract amount to \$594,842. The architect's original cost estimate for this project was \$616,000.

Source of Funds: CIP, Grants, ARPA Funds

Budgeted Item: Budget Amendment Needed: No

RESOLUTION #246 -2022

**A RESOLUTION APPROVING CHANGE ORDER #4 FOR THE OTTUMWA PARK CAMPGROUND
SHOWER HOUSE AND OFFICE PROJECT**

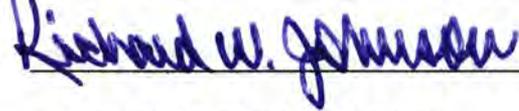
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with RG Construction of Ottumwa, Iowa on June 21, 2022; and

WHEREAS, Change order #4 increases the contract amount by \$1,700, resulting in a new contract sum of \$594,842.

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

APPROVED, PASSED, AND ADOPTED, this 4TH day of October, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



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

CHANGE ORDER **REQUEST**

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

Date: 09/21/2022
Office: 319-378-1401

JOB NAME	JOB NUMBER	JOB ADDRESS
Ottumwa Shower House		1 Joe Lord Memorial Drive

PROPOSAL SUMMARY	AMOUNT
Toilet rough-in adjustment	\$1,700.00

- Chip & cut out concrete for (3) toilet rough-ins, plumber to move rough-ins, then concrete will be poured back. Toilets need to be moved due to layout change that was a result of the block being changed from 6" to 8".



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> City Campground Shower and Office Facility Ottumwa Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: June 07, 2022	CHANGE ORDER INFORMATION: Change Order Number: 003 Date:
OWNER: <i>(Name and address)</i> City of Ottumwa 103 E 3rd Street Ottumwa, Iowa 52501	ARCHITECT: <i>(Name and address)</i> Willett Hofmann & Associates 625 32nd Ave SW Cedar Rapids, Iowa 52404	CONTRACTOR: <i>(Name and address)</i> RG Construction Inc 215 E 452501th Street Ottumwa, Iowa

THE CONTRACT IS CHANGED AS FOLLOWS:

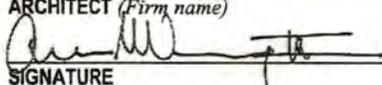
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

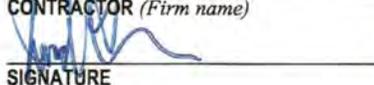
The original Contract Sum was	\$	573,872.00
The net change by previously authorized Change Orders	\$	19,270.00
The Contract Sum prior to this Change Order was	\$	593,142.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,700.00
The new Contract Sum including this Change Order will be	\$	594,842.00

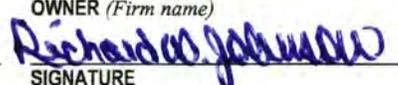
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

Willett Hofmann & Associates
 ARCHITECT *(Firm name)*

 SIGNATURE
 Allen M. Varney III, AIA Architect
 PRINTED NAME AND TITLE
 Sept 28, 2022
 DATE

RG Construction Inc
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Rod Grooms President
 PRINTED NAME AND TITLE
 DATE

City of Ottumwa
 OWNER *(Firm name)*

 SIGNATURE
 Richard W. Johnson, Mayor
 PRINTED NAME AND TITLE
 10/4/22
 DATE

Gene Rathje

From: Allen Varney <avarney@willetthofmann.com>
Sent: Wednesday, September 28, 2022 8:47 AM
To: Becca
Cc: 'Rayven Smith'; 'Rod Grooms'; Gene Rathje; Paul Newman
Subject: RE: [EXTERNAL]Ottumwa Campground Shower House - Change Order Request
Attachments: G701-2017 - Change Order 3 9-28-22 - Final - (1).pdf; Change Order Request #3.pdf

Becca, Rod and Rayven,

Attached is CO#3 for adjusting the walls and plumbing for the restrooms. Gene, this is very reasonable considering there was no charge for the larger block, the access holes and covers.

Thank you all for the great relationship we have built on this project. This will be a "winner" for the City of Ottumwa when completed, and at some point I'll come down that way, as "citizen AI" to see the results!

Thanks all!

AI

Allen Varney, AIA

Architect



Willetthofmann.com

Serving Our Clients Since 1935

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From: Becca <becca@rgconstructioncompany.com>
Sent: Wednesday, September 21, 2022 11:11 AM
To: Allen Varney <avarney@willetthofmann.com>
Cc: 'Rayven Smith' <rayven@rgconstructioncompany.com>; 'Rod Grooms' <rod@rgconstructioncompany.com>
Subject: [EXTERNAL]Ottumwa Campground Shower House - Change Order Request

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

Hi Allen –

Please see attached pricing for the toilet adjustments at the Campground Shower House project. Let me know if there are any questions.

Thank you,

Becca Stockton

PROJECT/OFFICE MANAGER



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 4, 2022

Engineering
Department

Phillip Burgmeier
Prepared By
Danny Seals

Department Head

PK
City Administrator Approval

AGENDA TITLE: Resolution #247-2022. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the Street Patch Repair Program – 2022.

****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 #247-2022.

DISCUSSION: This project was a unit price contract for replacement of PCC panels on selected streets. Work consisted of pavement removal, installation of epoxy coated dowels and placement of new PCC. Targeted areas addressed panel failures and faulting /settlement issues. Targeted Quantity - 1500 SY.

Streets included McLean Street, Ferry Street, Carter Avenue and Pennsylvania Avenue.

Change Order #1 increases the contract sum by \$3,660.00.

Original Contract Amount	\$145,750.00
Change Order #1	<u>\$ 3,660.00</u>
New Contract Amount	\$149,410.00
Less Previous Payments	<u>\$134,896.39</u>
Final Amount Due	\$ 14,513.61

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.

Budgeted: \$ 150,000.00

Source of Funds: ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #247-2022

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE 2022 STREET PATCH REPAIR PROGRAM

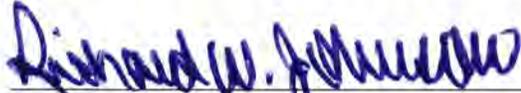
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with TK Concrete, Inc. of Pella, Iowa on April 5, 2022 for the above referenced project; and,

WHEREAS, Change Order #1 increased the contract amount by \$3,660.00. The total new contract sum is \$149,410.00. 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 2022 Street Patch Repair Program is hereby accepted as complete and authorization to make final payment to TK Concrete, Inc. of Pella, Iowa in the amount of \$14,513.61 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 4th day of October, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2022 STREET PATCH PROGRAM

To Contractor: TK Concrete

Change Order Number: 1

The Contract is changed as follows:

Replace Sidewalk Ramps
Replace Detectable Warnings
Match Contract and As-built Quantities

DATE

\$2,658.80

\$1,755.00

-\$753.80

\$0.00

\$0.00

\$0.00

\$0.00

Total: \$3,660.00

Base bid amount \$145,750.00

NEW PROJECT TOTAL \$149,410.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$145,750.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$145,750.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$3,660.00</u>
The new Contract Sum including this change order	<u>\$149,410.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

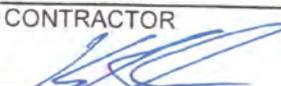
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/
DIRECTOR OF PUBLIC WORKS

09-28-2022
DATE

TK Concrete
CONTRACTOR

9/28/22
DATE

BY 

PM
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2022 STREET PATCH PROGRAM

PAY REQUEST NO. 3

FROM CONTRACTOR: TK Concrete

PAY PERIOD: DATE

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$145,750.00
2. Net change by Change Orders	\$3,660.00
3. Contract Sum to Date (Line 1+ Line 2)	\$149,410.00
4. Total Completed and Stored to Date	\$149,410.00
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$149,410.00
7. Less Previous Payments	\$134,896.39
8. Current Payment Due	\$14,513.61

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: TK Concrete

DATE: 9/28/22

BY: [Signature]

TITLE: PM

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.

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$14,513.61

DATE: 09-28-2022

2022 STREET PATCH PROGRAM

ITEM	DATE	DESCRIPTION	UNIT	TK Concrete	PRICE	EXTENSION	AS BUILT	EXTENSION	QUANTITY	% OF
				QTY			QTY		OVER/UNDER	CONTRACT
1		MODIFIED SUBBASE	TN	100	\$25.00	\$2,500.00	8.12	\$203.00	(\$2,297.00)	8.12%
2		MANHOLE ADJUSTMENT, MINOR	EA	4	\$1,000.00	\$4,000.00	2	\$2,000.00	(\$2,000.00)	50.00%
3		INTAKE ADJUSTMENT, MINOR	EA	1	\$1,000.00	\$1,000.00	3	\$3,000.00	\$2,000.00	300.00%
4		PATCHES, FULL DEPTH FINISH, BY AREA	SY	1525	\$80.00	\$122,000.00	1544.29	\$123,543.20	\$1,543.20	101.26%
5		TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$0.00	100.00%
6		MOBILIZATION	LS	1	\$10,250.00	\$10,250.00	1	\$10,250.00	\$0.00	100.00%
		Change Order #1 (new work)						\$4,413.80		
TOTAL						\$145,750.00		\$149,410.00		
ASBUILT TOTAL									(\$753.80)	

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval



AGENDA TITLE: RESOLUTION NO. 248-2022: A RESOLUTION APPROVING THE
NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG
20-CVN-024) CHANGE ORDER 1

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 248-2022.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 1 is a cost adjustment for masonry at 105-107 N Market. The adjustment is \$4,200 which is 100% within the project contingency and does not change the original contract sum of \$277,777.00.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 248-2022

A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 1

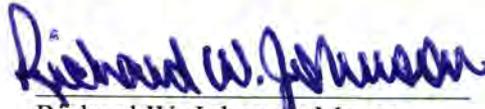
WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30th, 2022; and

WHEREAS, Change Order #1 makes cost adjustments for masonry at 105-107 N Market and does not change the contract sum of \$277,777.00; and

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

That the above mentioned change order for this project is hereby approved.

PASSED AND APPROVED this 4th day of October, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk



17587 Hwy 34
Ottumwa, IA 52501
Ph : 641.684.0648

Change Request

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

Number: 1
Date: 8/24/22
Job: 22-3929 105-107 N. Market Facades

Description: Masonry Adjustment

We are pleased to offer the following specifications and pricing to make the following changes:
Change order request for Masonry adjustment.

The total amount to provide this work is **\$4,200.00**

*100% CONTINGENCY
\$3,245.59 REMAINS*

Submitted by: Chaitanya Dokala
Christner Contracting Inc

Approved by: *Claudia Gates*
Date: *9/9/2022*

Change Order 105-107 CO#01

North Market Facades

Date : 09/13/2022

Distribution List:

Owner _____
Architect _____
Contractor _____
Field _____
Other _____

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

Architect's Project Number : 2117

Contract Date: June 30th, ~~2021~~
2022

The Contract is Changed As Follows :

Address: 105-107 North Market

Item 1: CCI has requested a Change Order for a Masonry adjustment cost.
Total Cost : \$4,200.00

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

The net change (including contingency fund projections) by
previously authorized Change Orders \$ 277,777.00

The (contract sum) will be (~~increased~~) (~~decreased~~)
(unchanged by using contingency funds under this
facade) by this Change Order in the amount of \$ 4,200.00

The new contract sum including this change order will be \$ 277,777.00

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

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

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

Curtis Architecture
3408 Woodland Ave
WDSM, IA 50266

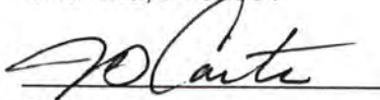
Christner Contracting Inc.
17587 US-34
Ottumwa, IA 52501

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


Signature

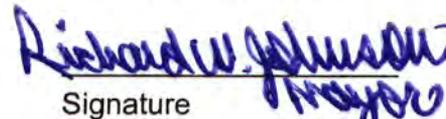
Rodney L. Curtis

Date: 9-13-22


Signature

CCI

Date: 9/13/2022


Signature

Ottumwa

Date: 10/4/22

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 4, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 249-2022: A RESOLUTION APPROVING THE
NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG
20-CVN-024) CHANGE ORDER 2

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 249-2022.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 9 is an order substituting aluminum door jambs in place of wood jambs at 105-107 N Market. The adjustment is \$1,043.89 which is 100% within the project contingency and does not change the original contract sum of \$277,777.00.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item:



Budget Amendment Needed:

RESOLUTION NO. 249-2022

A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 2

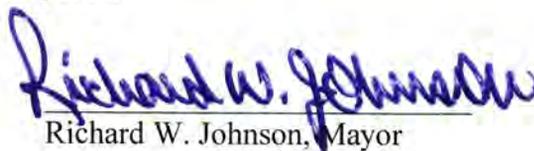
WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30th, 2022; and

WHEREAS, Change Order #2 substitutes aluminum door jambs in place of wood door jambs at 105-107 N Market and does not change the contract sum of \$277,777.00; and

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

That the above mentioned change order for this project is hereby approved.

PASSED AND APPROVED this 4th day of October, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk





17587 Hwy 34
Ottumwa, IA 52501
Ph: 641.684.0648

Change Request

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

Number: 2
Date: 9/1/22
Job: 22-3929 105-107 N. Market Facades

Description: Switch Wood to Aluminum Clad Jambs

We are pleased to offer the following specifications and pricing to make the following changes.
Change order request for switching wood jambs of Doors - 102, 104 to Aluminum Clad.

Breakdown:

Material: \$748.04
Project Management: \$147.50
Markup: \$134.33
Bond Cost: \$14.02

The total amount to provide this work is

\$1,043.89

*100% CONTINGENTLY
\$2,201.70 REMAINS*

Submitted by: Chaitanya Dokala
Christner Contracting Inc

Approved by: Claudio Gates
Date: 9/1/2022

Falvey Lumber-Eddyville
 207 S Merino Ave
 Eddyville IA 52553
 641-969-4814



QUOTE

2208-842930

PAGE 1 OF 1

SOLD TO
CCI GROUP CHRISTNER CONTRACTING INC 17587 HWY 34 LOT 4 OTTUMWA IA 52501

JOB ADDRESS
105-107 N. MARKET OTT CHRISTNER CONTRACTING INC OTTUMWA IA 52577 641-684-0648

ACCOUNT	JOB
0000741	82222
CREATED ON	08/31/2022
EXPIRES ON	09/07/2022
BRANCH	1000
CUSTOMER PO#	
STATION	F11
CASHIER	NM
SALESPERSON	
ORDER ENTRY	NM
MODIFIED BY	

Item	Description	D	Quantity	U/M	Price	Per	Amount	
MISC	adder for black clad jamb Door 104 3/8x7/0 door	N	1	EA	360.4800	EA	360.48	
MISC	adder for black clad jamb Door 102 3/0x7/0 door	N	1	EA	387.5600	EA	387.56	
<p>Description:</p> <p>SOBADGER</p> <p>105-107 XD01-SGL STEEL ENTRY DOOR: SINGLE PRHG ROOM 104 3/8 x 7/0, RIMP 3870 18 GA STEEL DR, NO BORE, PREGLAZED, RHOS, TREATED JAMB, 4-9/16" RH, ALUM THRESHOLD, 5-5/8 OS HANDICAP 74, BALL BEARING HINGE, BB HINGE .134 GA NRP ORB, CLAD JAMB, CLAD NO BORE, BLACKOUTSWING CLADDING, PAINT UNKNOWN, PNT INTJ OS NO SL, PAINT BLACK-FL **FLUSH DOOR WITH 24" X 32" INSULATED GLASS INSTALLED**</p> <p>SOBADGER</p> <p>105-107 XD01-SGL STEEL ENTRY DOOR: SINGLE PRHG ROOM 102 3/0 x 7/0, RIMP 3070 18 GA STEEL DR, NO BORE, PREGLAZED. RHOS, TREATED JAMB, 4-9/16" RH, ALUM THRESHOLD, 5-5/8 OS HANDICAP 36, BALL BEARING HINGE, BB HINGE .134 GA NRP ORB, CLAD JAMB, CLAD NO BORE, BLACKOUTSWING CLADDING, PAINT UNKNOWN, PNT INTJ OS NO SL, PAINT BLACK-FL **FLUSH DOOR WITH 24" X 32" INSULATED GLASS INSTALLED**</p>								
We agree to furnish only the items and quantities appearing on this quotation. It is the customer's responsibility to check quantities and descriptions. Clerical errors are subject to correction. Order may be subject to additional fuel surcharges. Thank you!						IA90 7.00%	Subtotal Sales Tax Total	748.04 52.36 800.40

Buyer:

Signature

Change Order 105-107 CO#02

North Market Facades

Date : 09/13/2022

Distribution List:

Owner _____
 Architect _____
 Contractor _____
 Field _____
 Other _____

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

Architect's Project Number : 2117
 Contract Date: June 30th, ~~2021~~ 2022

The Contract is Changed As Follows :

Address: 105-107 North Market

Item 1: CCI has requested a Change Order for switching wood jambs of Doors – 102,104 to Aluminum Clad.

Total Cost : \$ 1,043.89

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

The net change (including contingency fund projections) by previously authorized Change Orders	\$ 277,777.00
--	---------------

The (contract sum) will be (increased) (decreased) (unchanged by using contingency funds under this facade) by this Change Order in the amount of	\$ 1,043.89
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The new contract sum including this change order will be	\$ 277,777.00
--	---------------

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

The date of substantial completion as of the date of this change order therefore is (increased) (decreased) (Unchanged)	Date 05-31-2023
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NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

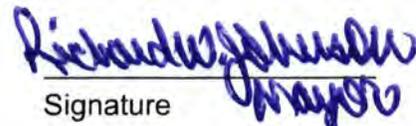
Curtis Architecture
 3408 Woodland Ave
 WDSM, IA 50266

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

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


 Signature
 Rodney L. Curtis
 Date: 9-13-22


 Signature
 CCI
 Date: 9/13/2022


 Signature
 Ottumwa
 Date: 10/4/22

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval



AGENDA TITLE: RESOLUTION NO. 250-2022: A RESOLUTION APPROVING THE
NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG
20-CVN-024) CHANGE ORDER 3

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No 250-2022.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 3 makes masonry cost adjustments at 114-118 N Market. The adjustment is \$1,800.00 which is 100% within the project contingency and does not change the original contract sum of \$277,777.00.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 250-2022

A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 3

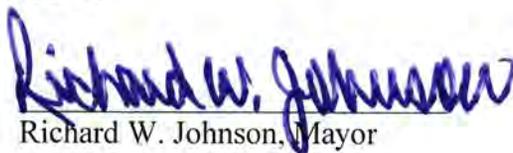
WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30th, 2022; and

WHEREAS, Change Order #3 makes masonry cost adjustments at 114-118 N Market and does not change the contract sum of \$277,777.00; and

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

That the above mentioned change order for this project is hereby approved.

PASSED AND APPROVED this 4th day of October, 2022.


Richard W. Johnson, Mayor

ATTEST:


Christie Richard
City Clerk



17587 Hwy 34
Ottumwa, IA 52501
Ph : 641.684.0648

Change Request

To: City of Ottumwa
550 Gateway Dr.
Ottumwa, IA 52501
Ph: (641) 683-0688

Number: 1
Date: 8/24/22
Job: 22-3930 114-118 N. Market Facades

Description: Masonry Adjustment

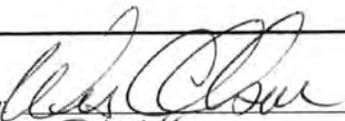
We are pleased to offer the following specifications and pricing to make the following changes:
Change order request for masonry adjustment.

The total amount to provide this work is

\$1,800.00

100% CONTINGENCY
\$3,981.89 REMAINS

Submitted by: Chaitanya Dokala
Christner Contracting Inc

Approved by: 
Date: 9/8/22

Change Order 114-118 CO#01

North Market Facades

Date : 09/13/2022

Distribution List:

Owner x _____
 Architect x _____
 Contractor x _____
 Field _____
 Other _____

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

Architect's Project Number : 2117
 Contract Date: June 30th, ~~2021~~ 2022

The Contract is Changed As Follows :

Address: 114-118 North Market

Item 1: CCI has requested a Change Order for a Masonry adjustment cost.
 Total Cost : \$1,800.00

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

The net change (including contingency fund projections) by
 previously authorized Change Orders \$ 277,777.00

The (contract sum) will be ~~(increased)~~ ~~(decreased)~~
 (unchanged by using contingency funds under this
 facade) by this Change Order in the amount of \$ 1,800.00

The new contract sum including this change order will be \$ 277,777.00

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

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

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

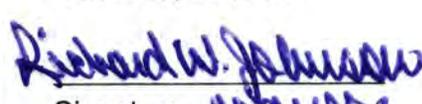
Curtis Architecture
 3408 Woodland Ave
 WDSM, IA 50266

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

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


 Signature
 Rodney L. Curtis
 Date: 9-13-22


 Signature
 CCI
 Date: 9/13/2022


 Signature
 Ottumwa
 Date: 10/4/22

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval *CR*

AGENDA TITLE: RESOLUTION NO. 251-2022: A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR THE PURCHASE, RENOVATION AND REDEVELOPMENT OF PROPERTY OWNED BY THE CITY OF OTTUMWA AT 131 EAST MAIN KNOWN AS THE FIRST NATIONAL BANK

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 251-2022.

DISCUSSION: The First National Bank at 131 E Main was acquired by the City after it was found to be abandoned by the previous owner. The property is a critical part of the Main Street district and is listed on the National Register of Historic Places. The proposed Request for Proposals (RFP) would invite developers to propose projects for purchasing and rehabilitating this historic resource. Proposals would be reviewed by Staff, the Historic

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Preservation Commission and Main Street Ottumwa.

RESOLUTION NO. 251-2022

RESOLUTION NO. 251-2022: A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR THE PURCHASE, RENOVATION AND REDEVELOPMENT OF PROPERTY OWNED BY THE CITY OF OTTUMWA AT 131 EAST MAIN KNOWN AS THE FIRST NATIONAL BANK

WHEREAS, the property at 131 East Main Street is owned by the City of Ottumwa; and

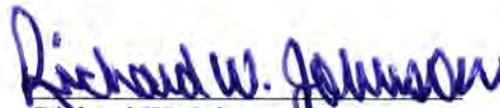
WHEREAS, this property is known as the First National Bank and is listed on the National Register of Historic Places; and

WHEREAS, the Request for Proposals for the Purchase, Renovation and Redevelopment would invite developers to propose projects for the purchase and rehabilitation of this historic property;

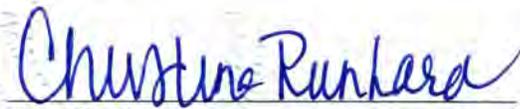
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the Council authorizes and directs the Director of Community Development to release the Request for Proposals for the Purchase, Renovation and Redevelopment of Property Owned by the City of Ottumwa at 131 East Main Street Known as First National Bank.

PASSED AND APPROVED this 4th day of October, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk

City of Ottumwa, Iowa

Request for Proposals (RFP)

For the Purchase, Renovation and Redevelopment of Property owned by the City of Ottumwa, Iowa
First National Bank, 131 East Main Street

Date: October 4, 2022

I. Introduction

The City of Ottumwa is requesting proposals for the acquisition, renovation and redevelopment of the historic First National Bank at 131 East Main Street. The building was constructed in 1915 and listed on the National Register of Historic Places in 1995. The property sits on a 20 feet by 132 feet, .06 acre lot at the intersection of Market Street and Main Street. For over fifty years, the building provided financial services to the community and region. Most recently, the building was abandoned with an intact but dated upper-story apartment and vacant first floor space. The First National Bank is in the heart of downtown with grocery, restaurant, shopping and service amenities in easy walking distance. Ample on-street parking is available on the site and the downtown parking ramp less than 100 feet from the property. An extra-wide 20 foot sidewalk runs the full length of the Market Street side of the building while the Main Street side faces the newly completed streetscape.



II. The Building

In 1863, the First National Bank was the fourth national bank chartered west of the Mississippi. Two previous buildings housed the bank during the late 19th and early 20th centuries before the current building was built in 1915. The building was designed by H.H. Stoddard of Chicago, Illinois and built by Blackhawk Construction of Waterloo, Iowa.

The building is constructed of load-bearing masonry in a neo-classical style with a temple front. Attractive white terra cotta is not only a feature of the Main Street primary façade, but continues around the secondary facade which runs 132 feet down Market Street. Originally designed to have a lobby with high ceilings, the large second floor windows would have provided brilliant illumination to the first floor. The second floor which was originally limited to the rear of the building was expanded to the entire floor at an

unknown date. The original entryway on the Main Street façade was removed and replaced with an entirely glazed storefront circa 1950s.

A [historic structure report](#) was completed by RDG Planning & Design in December 2021. This report documents the historic features of the building as well as its present condition.

1. Hazardous materials including asbestos;
2. Basement standing water and humidity, primary cause of basement water issues is lack of electrical service to sump pump system;
3. Gaps and sealant missing in parapet cap;
4. Potential for damage to structural element on underside of roof;
5. Broken, missing and damaged terra cotta;
6. Most MEP systems to require immediate replacement.

The report also includes an Opinion of Probable Costs which estimates rehabilitation costs without accounting for a specific use. The cost estimated is \$1,625,445.

III. Redevelopment Options

The City will convey the property to a developer who will rehabilitate the building in accordance with standards applicable to the rehabilitation of historic buildings and redevelop the property for purposes suitable for the C-4 Downtown Mixed-Use Zoning District. Please review the [Use Matrix](#) in the Zoning Code for permitted uses. The 20 foot wide sidewalk along Market Street would be advantageous for [sidewalk cafe](#) use.

The City's preference is for the following uses:

1. Upper-story residential use for the second floor;
2. Restaurant, including cafe or coffee shop;
3. Personal services;
4. Professional services;
5. Retail;
6. Nightlife/entertainment;
7. Business incubator uses with a demonstrated plan for long-term sustainability.

The City would review proposals which do not have an identified tenant or specific use but white-box the commercial space for a prospective tenant provided that the proposals describe the recruitment strategy used to locate a tenant.

The property qualifies for Downtown Development Grants including the façade, roof and white-box programs. The City would work with developers to leverage city grant funds as match for the Main Street Challenge Grant, Community Catalyst Grant or other opportunities including larger Community Development Block Grants. The City has a long history of demonstrated success in securing grant funds for downtown projects.

IV. Redevelopment Goals

The City has the following goals for the redevelopment of the First National Bank:

1. A historic rehabilitation that secures the future of this important downtown asset for another 100 years;
2. A use which integrates into the downtown district;
3. Reactivating the upper-story housing;
4. A use that will stimulate other desirable economic social and cultural development in downtown Ottumwa.

V. Price

The City is interested in selling the property at the highest price. However, the City reserves the right to award a proposal that offers other than the highest price. The City will consider the overall value of each offer received, including the proposed redevelopment and the amounts and types of development incentives/assistance requested. Sale of the property will be subject to a Development Agreement which will prohibit demolition and will require the developer to protect the historic features of the building, and may provide other terms and conditions for the redevelopment of the property, as appropriate and applicable based on the proposal selected and in the City's discretion.

VI. Selection Criteria

1. The extent to which the proposal furthers the Redevelopment Goals set forth in Section IV (up to 15 points);
2. The level of financial investment, rehabilitation treatment and design recognition of the historic and architectural significance of the First National Bank (up to 15 points);
3. The degree to which the development will have a catalytic impact, stimulating other desirable economic, social and cultural developments in downtown Ottumwa (up to 15 points);
4. The developer's demonstrated capacity to finance, market, manage and package historic redevelopment projects including the ability to secure tenants (up to 15 points);
5. The developer's demonstrated readiness and ability to proceed on the project including time schedules reasonably described (up to 15 points);
6. Price offered for the purchase of the building (up to 10 points, offers will be weighted such that the lowest offered price receives 1 point and the highest offered price receives 10 points);
7. The extent to which first floor, interior historic features will be open to the public and available for enjoyment and appreciation of historic significance (up to 5 points).

VII. Restrictions

The City will convey the property to the selected respondent, subject to terms and conditions of a Development Agreement which will prohibit demolition and will require the developer to protect the historic features of the building. Terms of the development agreement shall include protection of historic resources, construction of minimum improvements; the City's review of plans, construction schedule, insurance and other terms to ensure the redevelopment advances the goals of the City.

VIII. Selection Process

All respondents must submit questions and RFP responses according to the schedule and submittal requirements described in sections IX and X. Responses will be evaluated by a panel made up of City staff and representatives of the Historic Preservation Commission and Main Street Ottumwa. The evaluation committee will reserve the right to conduct interviews to clarify information about responses, but may select a respondent without conducting interviews. The selected respondent will be presented to the City Council for final approval.

IX. Process Schedule

- **October 4, 2022:** RFP Released.
- **October 19, 2022 4:30PM CDT:** Requests to participate in virtual open house due by email to simonsonz@ottumwa.us.
- **October 20, 2022 2:00PM to 4:30PM CDT:** Open house at 131 East Main. Virtual open house in the form of a Teams call video tour will be conducted at 3PM if requested.
- **October 25, 2022 4:30PM CDT:** All questions about the RFP are due by email to simonsonz@ottumwa.us.
- **October 28, 2022 4:30PM CDT:** Complete list of questions received by email and answers will be sent to prospective respondents and attached to the RFP posting on the City website.
- **November 1, 2022 4:30PM CDT:** RFP responses due.
- **November 2-14, 2022:** RFP responses evaluated. Evaluation committee may schedule interviews with some or all respondents.
- **November 14, 2022:** Evaluation committee will announce selection.
- **December 6, 2022:** City Council will release Notice of Competitive Bidding because project is located in an Urban Renewal Area.
- **January 17, 2022:** City Council will consider agreement with selected respondent.

X. Submittal Requirements

To be responsive, each prospective respondent must submit one (1) PDF digital copy including all information specified below. Submissions may be sent by email to simonsonz@ottumwa.us. Because responses may include large files, use of a file sharing platform such as Google Drive, Dropbox, etc. is recommended. If receipt is not acknowledged within one business day call 641-683-0694.

All of the following information must be included in the proposal in the following order (if any item is not applicable, include a statement explaining why the item is not applicable):

1. A Proposal Cover Page which clearly identifies the respondent and the date of submission;
2. A Table of Contents with page numbers;
3. A Cover Letter to include at least the respondent's address, telephone number and email address as well as the date of submission;
4. A Statement of Financial Capacity. Submission must provide evidence of the respondent's ability to meet the financial obligations of the proposed acquisition of the property and the rehabilitation of the building. Each respondent shall submit a pro forma account of the funds necessary to finance the project and how the respondent will finance the project. Financial statements and background information must be included with the proposal. If a proposer intends to purchase the property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in the response, a pre-approval or commitment letter from a an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.
5. A Statement of Qualifications. Submission must include a brief overview of the respondent's qualifications and experience with comparable projects;
6. The completed Price Proposal Form (see attachment);
7. References. Submission must include at least three (3) professional references, including names, phone numbers and email addresses;
8. Description of the Project. Each proposer must submit a narrative on the following items:
 - a. A description of the respondent's proposed use of the property and a description of how the proposal complies with each of the Redevelopment Goals and Selection Criteria in sections IV and VI of this RFP.
 - b. A description of the proposed configuration of the interior space with a preliminary set of floor plans;
 - c. A description of how the respondent will meet the building's exterior preservation needs in the historic rehabilitation;
 - d. A description of the respondent's readiness and ability to proceed on the project within a schedule reasonably described;
 - e. A proposed project schedule.

XI. Attachments

1. [Historic Structure Report](#)
2. [Historic Registry Nomination](#)
3. Purchase Price Proposal Form
4. Draft Purchase and Development Agreement

XII. Contact Information

Please contact Zach Simonson with any questions prior to October 25, 2022 (4:30 CDT). Any substantive questions and answers will be distributed to all RFP respondents on October 28, 2022.

Zach Simonson, Community Development Director

Phone: (641) 683-0694

Email: simonsonz@ottumwa.us

PURCHASE PRICE PROPOSAL FORM

FOR THE PURCHASE OF THE FIRST NATIONAL BANK, 131 EAST MAIN STREET
OTTUMWA, IOWA

Seller: City of Ottumwa, Iowa
105 Third Street East
Ottumwa, IA 52501

Buyer: _____

Premises: First National Bank
131 East Main Street
Ottumwa, IA 52501

Proposed Purchase Price: \$ _____

Proposed Purchase Price (in words): _____

Print Name Title

Signature Date



[CITY OF]
O T T U M W A

**PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN
CITY OF OTTUMWA
AND
[DEVELOPER/BUYER]**

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the “Agreement”) is made on or as of _____, 2022, by and between the CITY OF OTTUMWA, IOWA, a municipality (the “City”) and [DEVELOPER/BUYER NAME] (the “Developer”).

RECITALS:

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, known locally as the former First National Bank building located at 131 East Main Street, Ottumwa, Iowa and legally described as follows:

[legal description to be inserted]

(the “Property”); and

WHEREAS, the Property is located within an urban renewal area of the City and the City has completed a competitive bidding process seeking proposals for the purchase and redevelopment of the Property, through which process the City received an offer and proposal from the Developer (the “Developer’s Proposal”), a copy of which is attached hereto as Exhibit A, for the purchase and redevelopment of the Property; and

WHEREAS, the Developer desires to acquire the Property for the purpose of renovating the building for use as _____ (the “Project”), and the City wishes to transfer ownership of the Property to the Developer for the purpose of development, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Transfer of Property; Purchase Price. For the purchase price of \$ _____ (the “Purchase Price”) and other consideration, including the obligations being

assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 and Section 403.8 of the Iowa Code. Developer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Developer may, at Developer's expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City's obligation to transfer title of the Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before _____, 2023 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the "Deed") for the Property, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:
 - i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
 - ii. Transfer taxes, if applicable.

- b. The Developer agrees to pay:
 - i. The Purchase Price.
 - ii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
 - iii. Recording fees for the Deed, for the City proceedings showing City authorization of this transaction, and for any documents recorded to address or cure title defects identified pursuant to Article I, Section 5.

Section 1.4. Real Estate Taxes; Special Assessments. The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing

Date. The Buyer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property “as is, where is, with all faults.”** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Developer and at Developer’s expense, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. Developer agrees to pay all costs related to the abstract, payable at Closing. The City agrees to deliver the abstract to Developer’s attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Developer when the Purchase Price is paid in full.

Section 1.8. Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages,

losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 1.9. Survival. All terms of this Article I shall survive the Closing.

ARTICLE II. REDEVELOPMENT OBLIGATIONS

Section 2.1. Redevelopment Improvements. The Developer shall complete _____ (the "Redevelopment Improvements") on the Property within _____ years from the Closing Date. If more time is needed to complete the Redevelopment Improvements, the Developer shall make arrangements with the City to extend this deadline, which shall be extended only for good caused and subject to prior approval by the City in writing.

Developer shall submit a site plan to the City that provides for construction of the Redevelopment Improvements. The Developer shall submit plans and specifications to the Ottumwa Building and Code Enforcement and Planning Departments to review for conformity with the Proposal for Development, and all applicable federal, state, and local laws and regulations. The City's approval of such plans shall not: (i) submit the City to liability for the Redevelopment Improvements as constructed; (ii) constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City; nor (iii) be deemed sufficient approval to serve as the basis for the issuance of a building permit if the plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

Section 2.2. Compliance with Laws. The Developer will redevelop the Property for uses permitted under the City of Ottumwa Zoning Code. The Developer shall complete the Redevelopment Improvements consistent with all City zoning and building permit requirements and all applicable federal, state, and local laws and regulations. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals that must be obtained before the Redevelopment Improvements may be lawfully constructed. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Redevelopment Improvements.

Section 2.3. Insurance Requirements. From Closing until the Termination Date, the Developer shall:

a. Maintain or cause to be maintained at all times during Developer's ownership and during the process of constructing the Redevelopment Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on) insurance against loss and/or damage to the Redevelopment Improvements under a policy or policies covering such risks as are ordinarily insured against by similar persons or businesses, and all insurance required by law;

b. Notify the City immediately in the case of damage exceeding \$25,000 in amount

to, or destruction of the Property or the Redevelopment Improvements, or any portion thereof resulting from fire or other casualty. Any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds (the "Net Proceeds"), shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Property and the Redevelopment Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof; and

c. Complete the repair, reconstruction, and restoration of the Property, including the Redevelopment Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 2.4. Real Property Taxes. After the Closing Date, Developer, or its successors or assigns, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes. Developer and its permitted successors and assigns agree that prior to the Termination Date of this Agreement: (i) they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Property or Redevelopment Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (ii) they will not seek any tax exemption, deferral, or abatement.

Section 2.5. Liens on Property. Prior to the completion of the Redevelopment Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Redevelopment Improvements.

Section 2.6. Assignment; Status of Developer. Prior to the completion of the Redevelopment Improvements (and issuance of a final certificate of occupancy for the same):

a. Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer; and

b. Developer shall maintain its existence as a company and not wind up or otherwise dispose of all or substantially all of its assets.

If a transferee or assignee is approved as successor to Developer pursuant to this Section,

then the successor entity or individual shall comply with all provisions of this Agreement and shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Redevelopment Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Redevelopment Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Redevelopment Improvements shall commence and be completed within the time limits set forth herein; (b) the Redevelopment Improvements shall be constructed and completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Developer's Proposal attached hereto as Exhibit A; (c) the Redevelopment Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of constructing the Redevelopment Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property (and the Redevelopment Improvements, once constructed) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 2.9. Operation of Property. Following completion of the Redevelopment Improvements and at least through the Termination Date, Developer shall cause the Property to be operated for at least those uses described in the Developer's Proposal.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1. Developer's Representations and Warranties. The Developer makes the following representations and warranties as of the date of this Agreement.

a. Authority. The Developer has the power and authority to enter into this Agreement and to perform its obligations hereunder. Assuming execution by the City, this Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

b. Compliance. The Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

c. Other Agreements. To the knowledge of the Developer, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect prevented by, limited by, in conflict with, and will not result in a breach of the

terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 3.2. City's Representations and Warranties. The City makes the following representations and warranties as of the date of this Agreement:

a. Authority. The City is an Iowa municipal corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any governing laws, regulations, or ordinances. Assuming execution by the Developer, this Agreement constitutes the valid and legally binding agreement of the City, enforceable in accordance with its terms.

b. Other Agreements. To the knowledge of the City, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

ARTICLE IV. RELEASE AND INDEMNIFICATION

Section 4.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IV, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Redevelopment Improvements or Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Redevelopment Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Redevelopment Improvements or Property due to any act of

negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article IV shall survive the termination of this Agreement.

ARTICLE V. MISCELLANEOUS

Section 5.1. Default and Remedy.

a. Prior to Closing, a failure by the City or Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall constitute an event of default under this Agreement. Upon occurrence of such a default under this Section 5.1(a), the parties shall have only the following remedies:

- i. If the City fails to timely perform, the Developer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction from the City.
- ii. If the Developer fails to timely perform, the City may elect to (i) terminate this agreement by written notice to the Buyer, or (ii) to enforce this agreement by any remedy available to it under law, including specific performance.

b. After Closing, failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall constitute an event of default under this Agreement. Upon occurrence of such a default under this Section 5.1(b), the City may, after giving thirty (30) days' written notice of the default to Developer and if Developer does not cure the default within said thirty (30) days, (i) take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 5.2. **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.3. **Attorneys' Fees and Expenses.** Except as otherwise specifically provided herein, the parties shall pay their own expenses, including attorneys' fees, incident to the

preparation and performance of this Agreement, whether or not the transaction contemplated herein is consummated.

Section 5.4. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by the respective party:

- a. If to Developer: [contact information]
- b. If to the City: City of Ottumwa Iowa, Attn: Community Development Director, Ottumwa City Hall, 105 East Third St., Ottumwa, Iowa 52501

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents

Section 5.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.8. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.9. Successors and Assigns; No Third Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after _____, 20__ (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the day first above written.

CITY OF OTTUMWA, IOWA

**DEVELOPER: [NAME]
[entity]**

By: _____

Richard W. Johnson, Mayor

By: _____

By: _____

Christina Reinhard, City Clerk

By: _____

EXHIBIT A
DEVELOPER'S PROPOSAL

[attach copy of Developer's Proposal; see following pages]

02105052-1\10981-1021

DRAFT

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 4, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval *CK*

AGENDA TITLE: RESOLUTION NO. 252-2022: A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR THE PURCHASE, RENOVATION AND REDEVELOPMENT OF PROPERTY OWNED BY THE CITY OF OTTUMWA AT 513 NORTH COURT KNOWN AS THE W.R. DAUM HOUSE

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 252-2022.

DISCUSSION: The property at 513 N Court was acquired by the City after it was found to be abandoned by the previous owner. The property contributes to the Court Hill Historic District. The proposed Request for Proposals (RFP) would invite developers to propose projects for purchasing and rehabilitating this historic resource. Proposals would be reviewed by Staff, the Historic Preservation Commission.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 252-2022

A RESOLUTION RELEASING A REQUEST FOR PROPOSALS FOR THE PURCHASE, RENOVATION AND REDEVELOPMENT OF PROPERTY OWNED BY THE CITY OF OTTUMWA AT 513 NORTH COURT KNOWN AS THE W.R. DAUM HOUSE

WHEREAS, the property at 513 North Court Street is owned by the City of Ottumwa; and

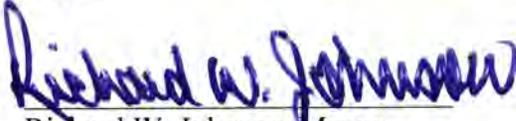
WHEREAS, this property is known as the W.R. Daum House and is a contributing structure in the Court Hill Historic District listed on the National Register of Historic Places; and

WHEREAS, the Request for Proposals for the Purchase, Renovation and Redevelopment would invite developers to propose projects for the purchase and rehabilitation of this historic property;

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

That the Council authorizes and directs the Director of Community Development to release the Request for Proposals for the Purchase, Renovation and Redevelopment of Property Owned by the City of Ottumwa at 513 North Court Street Known as the W.R. Daum House.

PASSED AND APPROVED this 4th day of October, 2022.


Richard W. Johnson, Mayor

ATTEST:


Christina Runhard
City Clerk

City of Ottumwa, Iowa

Request for Proposals (RFP)

**For the Purchase, Renovation and Redevelopment of Property owned by the City of Ottumwa, Iowa
W.R. Daum House, 513 North Court Street
Date: October 4, 2022**

I. Introduction

The City of Ottumwa is requesting proposals for the acquisition, renovation and redevelopment of the historic W.R. Daum House at 513 North Court Street. The home was constructed in the early 1880s and is part of the Court Hill Historic District. The property sits on a 64 feet by 198 feet, .29 acre lot on North Court Street. Built as a prestigious single-family home by the founder of the Ottumwa Electric Street Railway, most recently, the home was converted into eight poor-quality, multi-family units. In 2020, the property was listed on Preservation Iowa's Most Endangered Properties List. The City acquired the property in 2021.



II. The Building

This early 1880s home is a rare example of brick Italianate style with segmented arches of cream-colored brick, cream-colored brick quoins and decorative cornice brackets. The last couple of decades have been hard on the building. Converted to multi-family use at an unknown date, the previous owner neglected maintenance. One unit suffered fire damage in 2018. Some of the cream-colored brick has also been inexplicably painted white. An addition to the rear of the building, completed at an unknown date, has structural deficiencies which will need to be cured or the addition will need to be removed.

The house is a contributing structure to the Court Hill Historic District which was listed on the National Register of Historic Places in 1998. The district includes a number historic homes with a high level of integrity. With styles from Queen Anne to Neoclassical, the Court Hill District is a timeline of the trends and fashions of residential architecture from 1880 to 1915.

III. Redevelopment Options

The City will convey the property to a developer who will rehabilitate the building in accordance with standards applicable to the rehabilitation of historic buildings and redevelop the property for purposes suitable for the R-4 Multi-Family Residential

(Medium Density) Zoning District. Please review the [Use Matrix](#) in the Zoning Code for permitted uses.

The City's preference is for the following uses:

1. Single-family residential use;
2. Bed and breakfast use with or without tearoom;
3. Multifamily residential four or fewer units;
4. Funeral parlor or other conditional, non-residential uses.

IV. Redevelopment Goals

The City has the following goals for the redevelopment of the W.R. Daum House:

1. A historic rehabilitation that secures the future of this important historic asset for another 100 years;
2. A use which integrates into the Court Hill Historic District;
3. Reactivating the building for residential use;
4. A use that will stimulate other desirable economic, social and cultural redevelopment in the Court Hill District.

V. Price

The City is offering the property for sale for \$1.00, in consideration of a buyer's obligations under a Development Agreement which will prohibit demolition and will require the developer to protect the historic features of the building, and may provide other terms and conditions for the redevelopment of the property, as appropriate and applicable based on the proposal selected and in the City's discretion.

VI. Selection Criteria

1. The extent to which the proposal furthers the Redevelopment Goals set forth in Section IV (up to 15 points);
2. The level of financial investment, rehabilitation treatment and design recognition of the historic and architectural significance of the property (up to 15 points);
3. The degree to which the development will have a catalytic impact, stimulating other desirable economic, social and cultural developments in the Court Hill Historic District (up to 15 points);
4. The developer's demonstrated capacity to finance, market, manage and package historic redevelopment projects including the ability to secure tenants (if tenants are expected for the proposed use of the property) (up to 15 points);
5. The developer's demonstrated readiness and ability to proceed on the project including time schedules reasonably described (up to 15 points);

VII. Restrictions

The City will convey the property to the successful respondent subject to a Development Agreement which will prohibit demolition and will require the developer to protect the historic features of the building. Terms of the development agreement shall include protection of historic resources, construction of minimum improvements; the City's review of plans, construction schedule, insurance and other terms to ensure the redevelopment advances the goals of the City.

VIII. Selection Process

All respondents must submit questions and RFP responses according to the schedule and submittal requirements described in sections IX and X. Responses will be evaluated by a panel made up of City staff and representatives of the Historic Preservation Commission. The evaluation committee will reserve the right to conduct interviews to clarify information about responses, but may select a respondent without conducting interviews. The selected respondent will be presented to the City Council for final approval.

IX. Process Schedule

- **October 4, 2022:** RFP Released.
- **October 19, 2022 4:30PM CDT:** Requests to participate in virtual open house due by email to simonsonz@ottumwa.us.
- **October 21, 2022 2:00PM to 4:30PM CDT:** Open house at 513 North Court. Virtual open house in the form of a Teams call video tour will be conducted at 3PM if requested.
- **October 25, 2022 4:30PM CDT:** All questions about the RFP are due by email to simonsonz@ottumwa.us.
- **October 28, 2022 4:30PM CDT:** Complete list of questions received by email and answers will be sent to prospective respondents and attached to the RFP posting on the City website.
- **November 1, 2022 4:30PM CDT:** RFP responses due.
- **November 2-14, 2022:** RFP responses evaluated. Evaluation committee may schedule interviews with some or all respondents.
- **November 14, 2022:** Evaluation committee will announce selection.
- **December 6, 2022:** City Council will consider agreement with committee's recommended respondent.

X. Submittal Requirements

To be responsive, each prospective respondent must submit one (1) PDF digital copy including all information specified below. Submissions may be sent by email to simonsonz@ottumwa.us. Because responses may include large files, use of a file sharing platform such as Google Drive, Dropbox, etc. is recommended. If receipt is not acknowledged within one business day call 641-683-0694.

All of the following information must be included in the proposal in the following order (if any item is not applicable, include a statement explaining why the item is not applicable):

1. A Proposal Cover Page which clearly identifies the respondent and the date of submission;
2. A Table of Contents with page numbers;
3. A Cover Letter to include at least the respondent's address, telephone number and email address as well as the date of submission;
4. A Statement of Financial Capacity. Submission must provide evidence of the respondent's ability to meet the financial obligations of the proposed acquisition of the property and the rehabilitation of the building. Each respondent shall submit a pro forma account of the funds necessary to finance the project and how the respondent will finance the project. Financial statements and background information must be included with the proposal. If a proposer intends to purchase the property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in the response, a pre-approval or commitment letter from a an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.
5. A Statement of Qualifications. Submission must include a brief overview of the respondent's qualifications and experience with comparable projects;
6. References. Submission must include at least three (3) professional references, including names, phone numbers and email addresses;
7. Description of the Project. Each proposer must submit a narrative on the following items:
 - a. A description of the respondent's proposed use of the property and a description of how the proposal complies with each of the Redevelopment Goals and Selection Criteria in sections IV and VI of this RFP.
 - b. A description of the proposed configuration of the interior space with a preliminary set of floor plans;
 - c. A description of how the respondent will meet the building's exterior preservation needs in the historic rehabilitation;
 - d. A description of the respondent's readiness and ability to proceed on the project within a schedule reasonably described;
 - e. A proposed project schedule.

XI. Attachments

1. Draft Purchase and Development Agreement

XII. Contact Information

Please contact Zach Simonson with any questions prior to October 25, 2022 (4:30 CDT). Any substantive questions and answers will be distributed to all RFP respondents on October 28, 2022.

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



[CITY OF]
O T T U M W A

**PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN
CITY OF OTTUMWA
AND
[DEVELOPER/BUYER]**

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the “Agreement”) is made on or as of _____, 2022, by and between the CITY OF OTTUMWA, IOWA, a municipality (the “City”) and [DEVELOPER/BUYER NAME] (the “Developer”).

RECITALS:

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, known locally as the W.R. Daum House located at 513 North Court Street, Ottumwa, Iowa and legally described as follows:

[legal description to be inserted]

(the “Property”); and

WHEREAS, the City has completed a competitive bidding process seeking proposals for the purchase and redevelopment of the Property, through which process the City received an offer and proposal from the Developer (the “Developer’s Proposal”), a copy of which is attached hereto as Exhibit A, for the purchase and redevelopment of the Property; and

WHEREAS, the Developer desires to acquire the Property for the purpose of renovating the building for use as _____ (the “Project”), and the City wishes to transfer ownership of the Property to the Developer for the purpose of development, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Transfer of Property; Purchase Price. For the purchase price of \$ _____ (the “Purchase Price”) and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer

agrees to purchase, the Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 of the Iowa Code. Developer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Developer may, at Developer's expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City's obligation to transfer title of the Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before _____, 2023 (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the "Deed") for the Property, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:
 - i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
 - ii. Transfer taxes, if applicable.
- b. The Developer agrees to pay:
 - i. The Purchase Price.
 - ii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
 - iii. Recording fees for the Deed, for the City proceedings showing City authorization of this transaction, and for any documents recorded to address or cure title defects identified pursuant to Article I, Section 5.

Section 1.4. Real Estate Taxes; Special Assessments. The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property “as is, where is, with all faults.”** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Developer and at Developer’s expense, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. Developer agrees to pay all costs related to the abstract, payable at Closing. The City agrees to deliver the abstract to Developer’s attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Developer when the Purchase Price is paid in full.

Section 1.8. Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related

to my breach of the foregoing certification.

Section 1.9. Survival. All terms of this Article I shall survive the Closing.

ARTICLE II. REDEVELOPMENT OBLIGATIONS

Section 2.1. Redevelopment Improvements. The Developer shall complete _____ (the "Redevelopment Improvements") on the Property within _____ years from the Closing Date. If more time is needed to complete the Redevelopment Improvements, the Developer shall make arrangements with the City to extend this deadline, which shall be extended only for good caused and subject to prior approval by the City in writing.

Developer shall submit a site plan to the City that provides for construction of the Redevelopment Improvements. The Developer shall submit plans and specifications to the Ottumwa Building and Code Enforcement and Planning Departments to review for conformity with the Proposal for Development, and all applicable federal, state, and local laws and regulations. The City's approval of such plans shall not: (i) submit the City to liability for the Redevelopment Improvements as constructed; (ii) constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City; nor (iii) be deemed sufficient approval to serve as the basis for the issuance of a building permit if the plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

Section 2.2. Compliance with Laws. The Developer will redevelop the Property for uses permitted under the City of Ottumwa Zoning Code. The Developer shall complete the Redevelopment Improvements consistent with all City zoning and building permit requirements and all applicable federal, state, and local laws and regulations. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals that must be obtained before the Redevelopment Improvements may be lawfully constructed. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Redevelopment Improvements.

Section 2.3. Insurance Requirements. From Closing until the Termination Date, the Developer shall:

a. Maintain or cause to be maintained at all times during Developer's ownership and during the process of constructing the Redevelopment Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on) insurance against loss and/or damage to the Redevelopment Improvements under a policy or policies covering such risks as are ordinarily insured against by similar persons or businesses, and all insurance required by law;

b. Notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of the Property or the Redevelopment Improvements, or any portion thereof

resulting from fire or other casualty. Any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds (the "Net Proceeds"), shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Property and the Redevelopment Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof; and

c. Complete the repair, reconstruction, and restoration of the Property, including the Redevelopment Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 2.4. Real Property Taxes. After the Closing Date, Developer, or its successors or assigns, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes. Developer and its permitted successors and assigns agree that prior to the Termination Date of this Agreement: (i) they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Property or Redevelopment Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (ii) they will not seek any tax exemption, deferral, or abatement.

Section 2.5. Liens on Property. Prior to the completion of the Redevelopment Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Redevelopment Improvements.

Section 2.6. Assignment; Status of Developer. Prior to the completion of the Redevelopment Improvements (and issuance of a final certificate of occupancy for the same):

a. Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer; and

b. Developer shall maintain its existence as a company and not wind up or otherwise dispose of all or substantially all of its assets.

If a transferee or assignee is approved as successor to Developer pursuant to this Section, then the successor entity or individual shall comply with all provisions of this Agreement and

shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Redevelopment Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Redevelopment Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Redevelopment Improvements shall commence and be completed within the time limits set forth herein; (b) the Redevelopment Improvements shall be constructed and completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Developer's Proposal attached hereto as Exhibit A; (c) the Redevelopment Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of constructing the Redevelopment Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property (and the Redevelopment Improvements, once constructed) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 2.9. Operation of Property. Following completion of the Redevelopment Improvements and at least through the Termination Date, Developer shall cause the Property to be operated for at least those uses described in the Developer's Proposal.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1. Developer's Representations and Warranties. The Developer makes the following representations and warranties as of the date of this Agreement.

a. Authority. The Developer has the power and authority to enter into this Agreement and to perform its obligations hereunder. Assuming execution by the City, this Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

b. Compliance. The Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

c. Other Agreements. To the knowledge of the Developer, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect prevented by, limited by, in conflict with, and will not result in a breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness,

agreement, or instrument of whatever nature to which the Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 3.2. City's Representations and Warranties. The City makes the following representations and warranties as of the date of this Agreement:

a. Authority. The City is an Iowa municipal corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any governing laws, regulations, or ordinances. Assuming execution by the Developer, this Agreement constitutes the valid and legally binding agreement of the City, enforceable in accordance with its terms.

b. Other Agreements. To the knowledge of the City, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

ARTICLE IV. RELEASE AND INDEMNIFICATION

Section 4.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IV, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Redevelopment Improvements or Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Redevelopment Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Redevelopment Improvements or Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified

Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article IV shall survive the termination of this Agreement.

ARTICLE V. MISCELLANEOUS

Section 5.1. Default and Remedy.

a. Prior to Closing, a failure by the City or Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall constitute an event of default under this Agreement. Upon occurrence of such a default under this Section 5.1(a), the parties shall have only the following remedies:

- i. If the City fails to timely perform, the Developer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction from the City.
- ii. If the Developer fails to timely perform, the City may elect to (i) terminate this agreement by written notice to the Buyer, or (ii) to enforce this agreement by any remedy available to it under law, including specific performance.

b. After Closing, failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall constitute an event of default under this Agreement. Upon occurrence of such a default under this Section 5.1(b), the City may, after giving thirty (30) days' written notice of the default to Developer and if Developer does not cure the default within said thirty (30) days, (i) take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 5.2. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.3. Attorneys' Fees and Expenses. Except as otherwise specifically provided herein, the parties shall pay their own expenses, including attorneys' fees, incident to the preparation and performance of this Agreement, whether or not the transaction contemplated

herein is consummated.

Section 5.4. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by the respective party:

- a. If to Developer: [contact information]
- b. If to the City: City of Ottumwa Iowa, Attn: Community Development Director, Ottumwa City Hall, 105 East Third St., Ottumwa, Iowa 52501

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents

Section 5.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.8. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.9. Successors and Assigns; No Third Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after _____, 20__ (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the day first above written.

CITY OF OTTUMWA, IOWA

**DEVELOPER: [NAME]
[entity]**

By: _____
Richard W. Johnson, Mayor

By: _____

By: _____
Christina Reinhard, City Clerk

By: _____

EXHIBIT A
DEVELOPER'S PROPOSAL

[attach copy of Developer's Proposal; see following pages]

02105114-1\10981-1021

DRAFT



CITY OF
OTTUMWA



Citizen Input Request Form

10.4.22

Council Meeting Date

Name: Laura Berry

Address: 1120 E Pennsylvania Ave, Ottumwa

Item No. to Address: FS Rezoning 1235 Hutchinson
(Agenda will be provided to complete this section)

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

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



[CITY OF]
OTTUMWA



Citizen Input Request Form

10-4-22

Council Meeting Date

Name: Shawn Berry

Address: 1120 Pennsylvania ave

Item No. to Address: F, 5 Re-zoning 1235 *Hastings St*
(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA



Citizen Input Request Form

Council Meeting Date

Name:

Vili Wilson

Address:

11283 Blatensburg Rd

Item No. to Address:

E 5 A

(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:

O.P.P.O.S.E

Reasoning

1

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



[CITY OF]
OTTUMWA



Citizen Input Request Form

10/4/22

Council Meeting Date

Name: KATIE HOWARD

Address: 901 N. WAPELLO ST

Item No. to Address: G1 & G-2

(Agenda will be provided to complete this section)

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

Oppose Franch. Fees

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



CITY OF
OTTUMWA



Citizen Input Request Form

10-4-22

Council Meeting Date

Name: Keith Carness

Address: 7851 Oak Meadow

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:

G-1 / G-2

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



[CITY OF]
OTTUMWA



Citizen Input Request Form

10-4-22

Council Meeting Date

Name: MICKEY HUCKS SR.

Address: 615 W. FINKEY AVE.

Item No. to Address: _____

(Agenda will be provided to complete this section)

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

PUBLIC HEARING
G-1 & G-2.

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.