



TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 31
Council Chambers, City Hall

November 15, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 30 on November 1, 2022 as presented.
2. Recommend Appointment of Dan Roberts to the Airport Advisory Board, term to expire 10/1/2027 due to a vacancy; Allison Miller to the Public Safety Advisory Committee, term to expire 10/1/2024 due to a vacancy; re-appointment of Ann Youngman to the Ottumwa Housing Authority, term to expire 11/11/24 and re-appointment of Mike Sammons to the Ottumwa Housing Authority, term to expire 11/22/24.
3. Approving the purchase of a Case MAXXUM 135 Tractor from Greiner Implement for the Ottumwa Regional Airport for a total purchase price \$129,284 secured through state bid pricing.
4. Authorizing the Mayor to sign lease agreements with the Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, Adult Softball and the YMCA at Sycamore Park for the use of facilities effective January 1, 2023 through December 31, 2024.
5. Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate; Ross Tobacco Shop, LLC, 129 E. Second Street; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Main Street Ottumwa Update – Fred Zesiger
2. SSMID Update – Claudia Gates
3. City Administrator's Report

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

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

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

F. PUBLIC HEARING:

G. ORDINANCES:

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

1. Authorization of capital purchase of furnishings and equipment for use at Bridge View Center.

RECOMMENDATION: Consideration of request from VenuWorks to purchase barricades and tables for events held at Bridge View Center.

2. Ottumwa Regional Airport Operations overview and update to Council.

RECOMMENDATION: Receive update and discuss possible restructure.

I. RESOLUTIONS:

1. Resolution No. 268-2022, removing special assessment applied to 316 Gara on Resolution No. 209-2021.

RECOMMENDATION: Pass and adopt Resolution No. 268-2022.

2. Resolution No. 269-2022, approving the Professional Services Agreement for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Mary Street from Ferry Street to Shaul Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 269-2022.

3. Resolution No. 270-2022, approving the Final Plat of Carroll's Seventh Addition in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 270-2022.

4. Resolution No. 271-2022, approving a one-time retention bonus for eligible employees through specified ARPA Funding.

RECOMMENDATION: Pass and adopt Resolution No. 271-2022.

5. Resolution No. 272-2022, approving staffing restructure at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 272-2022.

6. Resolution No. 273-2022, approving Change Order No. 1 to the Contract for Asbestos Abatement and Demolition of 153 South Fellows.

RECOMMENDATION: Pass and adopt Resolution No. 273-2022.

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: 11/10/2022 TIME: 10:00 AM NO. OF PAGES 3
(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 #31 to be held on 11/15/2022 at 5:30 P.M., immediately following the Board of Health meeting.

*** FAX MULTI TX REPORT ***

JOB NO.	2377	
DEPT. ID	4717	
PGS.	3	
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



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JOB NO.	2377	
DEPT. ID	4717	
ST. TIME	11/10 09:51	
SHEETS	3	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
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MEMO: Tentative Agenda for the Regular City Council Meeting #31 to be held on 11/15/2022 at 5:30 P.M., immediately following the Board of Health meeting.

REGULAR MEETING NO. 30
Council Chambers, City Hall

November 1, 2022
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Galloway to approve consent agenda items: Mins. from Regular Mtg. No. 29 on Oct. 18, 2022 as presented; Recommend appointment of Stephanie Perry to Zoning Brd. of Adj., term to expire 12/12/2026 due to vacancy; Small Business Sat. Mayoral Proclamation; Res. No. 263-2022, auth. Mayor, City Admin. and Dir. of Finance to sign checks and make wire transfers; Res. No. 264-2022, auth. City Admin. and Dir. of Finance to make investment purchases and sales in accordance with City Investment Policy; Beer and/or liquor applications for: Benchwarmers Eatery & Sports Lounge with OSA, 2209 Roemer; Fine Liquor & Tobacco, 819B Albia Rd.; all applications pending final inspections. All ayes.

Galloway moved, seconded by Pope to approve the Agenda as presented. All ayes.

Parks Dir. Rathje and Ottumwa Cemetery Brd. of Trustees Chair, Hunolt discussed proposal from Willett-Hoffman to prepare plans and specs. for a new office and maint. bldg. in Ottumwa Cemetery for \$60,470. Cemetery Brd. of Trustees voted to proceed with project on Oct. 19, 2022; total est. cost \$975,000; Rathje explained will request yr. two ARPA funds and available CIP funds for project.

Garrett Ross, Heartland Humane Brd. of Trustees, provided information about the organization. Shelter currently has 96 slots (55 for dogs and 41 for cats) and have been at 100% capacity for most of the yr. Partner with City to reserve 20 slots (10 for dogs/10 for cats) for animal control. Monthly expenses have risen and bldg. has started to deteriorate; we are going to need support from the City to remain open and an active part of the community. Council requests to hold a work session to further discuss this item.

City Admin. Rath provided an update on various topics: working through a new Agt. with Heartland Humane to provide a new compensation model; Comm. Dev. Dir. Simonson and I have scheduled a mtg. with Bridge City Sanitation; accepting proposals for legal prosecution services; still working through depot acquisition process and transfer of transit bldg.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Brenda Hostetler requested to speak about Item G-1.

This was the time, place and date set for a public hearing on proposed Conveyance of Certain Real Property locally known as 809 Glenwood Ave. to U.S. Bank, National Assoc. Simonson reported 809 Glenwood was acquired under IA Code 657A. Staff, City Attorneys and the Mtg. holder negotiated an agt. for the City to sell the property for \$8,500 which recovers costs to this period. No objections were rec'd. Roe moved, seconded by Galloway to close the public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 256-2022, approving and auth. conveyance of certain real property locally known as 809 Glenwood Ave., Ottumwa, IA, to U.S. Bank, National Assoc., be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the application and proposal for voluntary annexation of property to the City of Ottumwa, IA. Simonson reported the owners of 1235 Hutchinson

have applied for voluntary annexation. If Ord. No. 3210-2022 is also adopted, the annexed property would be used to construct a Dollar General retail store. No objections were rec'd. McAntire moved, seconded by Pope to close the public hearing. All ayes.

Hull moved, seconded by Roe that Res. No. 267-2022, approving an application for voluntary annexation of certain land (1235 Hutchinson Ave. Property) to the City of Ottumwa, IA, be passed and adopted. All ayes.

Roe moved, seconded by Galloway to pass third consideration and adopt Ord. No. 3210-2022, an Ord. Amending the Zoning Ord. of the City of Ottumwa, IA, by conditionally rezoning property generally located at 1235 Hutchinson Ave., in the City of Ottumwa and directing Zoning Admin. to note the Ord. Number and date of this change on the Official Zoning Map. Ms. Hostetler requested that Council not pass this Ord. She represents Vista Woods Retirement and Pennsylvania Place that house retired residents in the area. Vote taken: All ayes.

Hull moved, seconded by McAntire to Auth. Com. Dev. Dir. to send thirty (30) day Notice of Termination to Iowa Fence Inc. to terminate Mowing and Nuisance Clean-Up Services Contract between the City and Iowa Fence Inc. Simonson reported on April 1, 2022, the City began a five-yr. contract with Iowa Fence Inc.; staff has had numerous concerns about performance including failure to complete projects within the required five days, poor quality work and incorrect billing. Staff recommends exercising the contract provision that provides for termination after thirty days without cause. All ayes.

Galloway moved, seconded by Roe to adopt the Second Addendum to Real Estate Purchase Agt. by and between the City and the Wapello County Historical Society. Rath explained this addendum moves the closing date to ten business days following acceptance of marketable title, but not later than Dec. 30, 2022. All ayes.

Galloway moved, seconded by Hull that Res. No. 262-2022, auth. Com. Dev. Dir. to release a Request for Proposal RFP for Mowing and Nuisance Clean-Up Services for the City of Ottumwa, be passed and adopted. Council wants to see the timeframe identified in the contract for nuisances to be completed within five days. All ayes.

Pope moved, seconded by Galloway that Res. No. 265-2022, approve Company Fleet Usage and Driver Safety Policy, be passed and adopted. HR Dir. Codjoe reported this policy cumulates three current policies regarding motor vehicle operations and taking home vehicles that span from 1993-2012. All policies have been combined, reviewed and adjusted into this policy that pertains to how we conduct business currently. All ayes.

Roe moved, seconded by McAntire that Res. No. 266-2022, approving CO No. 1 and accepting work as final and complete and approving final pay request for Cooper Ave. Reconstruction Project, be passed and adopted. PW Dir. Seals reported CO No. 1 decreases contract \$34,683.25; new contract sum \$439,404.75. All ayes.

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

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

Adjournment was at 6:31 P.M.

CITY OF OTTUMWA, IOWA

Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 11/12/2022.





November 15, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Airport Advisory Board, term to expire 10/01/2027 due to a vacancy.

Dan Roberts
35 Pinehurst Circle

Recommend appointment to the Public Safety Advisory Committee, term to expire 10/01/2024 due to a vacancy.

Allison Miller
16311 Bluegrass Rd. Lot 6

Recommend re-appointment to the Ottumwa Housing Authority, term to expire 11/11/2024.

Ann Youngman
2641 Clearview

Recommend re-appointment to the Ottumwa Housing Authority, term to expire 11/22/2024.

Mike Sammons
715 E. Williams

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:

Airport Advisory Board

Name: Dan Roberts Telephone: 641-777-7302

Email: (optional) danr@norrisasphalt.com

Address: 35 Pinehurst Cir ZIP: 52501

Business: Norris Asphalt Paving Co Telephone: 641-682-3427

Address: 14242 Terminal Ave ZIP: 52501

Date Available for Appointment _____ E-Mail: _____

Present occupation: President Norris Asphalt Paving / Douds Stone LLC

Previous Employment: Project Manager @ Zernco Inc in Augusta, Kansas
Building + Maintenance Contractor

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).

Board of AGC of Iowa - Des Moines

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

Associate Degree - IHCC
Bachelors of Science - UNI
Private Pilots License - IHCC

Personal:

(Have you ever worked for the City of Ottumwa? Yes _____ No)

My Company has done paving projects with the city.

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

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

Yes _____ No

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

Yes No _____

As an asphalt contractor I could see a conflict when choosing pavement determination at the airport.

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

Yes No _____

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

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

My background in business management & budgeting has instilled me with knowledge useful in this board.

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

*I have a Pilot License & Airplane at the airport so I have a vested interest in the airport being successful.
I think the goal of the board is to help make effective decisions to keep a financially strong & well maintained airport.*

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

*As a pilot I visit other airports weekly and have strong connections in the pilot community. This will help bring outside ideas & brainstorming into our airport.
I also have strong pavement preservation knowledge & contracting experience of all kinds.*

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

Daniel R. Roberts
Signature

11/01/22
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:



One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise	<u>Contracting, Business Management</u>
Advocacy experience	_____
Community involvement	_____
Current profession	<u>President of Norris Asphalt & Danks Stone</u>
Highest level of education	<u>Bachelor's of Science</u>
Race	_____
Creed	_____
Ethnicity	_____
Color	_____
Sex	<u>Male</u>
Sexual orientation	_____
Gender identity	_____
National origin	_____
Age	<u>37</u>
Religion	<u>Lutheran Christian</u>
Disability	_____

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

Ottumwa Public Safety Advisory Committee

Name: Allison Miller Telephone: 309-235-7536
Email: (optional) millerallisonm@johndeere.com
Address: 16311 Bluegrass Rd Lot 6, Ottumwa ZIP: 52501
Business: John Deere Ottumwa Works Telephone: 641-683-2466
Address: 928 E Vine St ZIP: 52501
Date Available for Appointment now E-Mail: millerallisonm@johndeere.com
Present occupation: Environmental Engineering Manager
Previous Employment: Environmental Engineer

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).

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

Personal:

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

Yes _____ No X

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

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

Yes _____ No x _____

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

Yes _____ No x _____

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

Yes x _____ No _____

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

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

As the Environmental Engineering Manager of John Deere Ottumwa Works I manage an ISO 14001 certified Environmental Management System and maintain environmental emergency response plans for the site.

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

To educate the community on the public safety services provided by the City of Ottumwa.

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

I manage environmental training and communication for the John Deere Ottumwa Works and can help the committee achieve the goal to provide education to the public.



CITY OF
OTTUMWA

One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

OPTIONAL

The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.

Areas of expertise	_____
Advocacy experience	_____
Community involvement	_____
Current profession	_____
Highest level of education	_____
Race	_____
Creed	_____
Ethnicity	_____
Color	_____
Sex	_____
Sexual orientation	_____
Gender identity	_____
National origin	_____
Age	_____
Religion	_____
Disability	_____



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 15, 2022

Airport
Department

JAY WHEATON

Prepared By
DUKE BALL
Department Head



City Administrator Approval

AGENDA TITLE: Approve the purchase of a Case MAXXUM 135 in the amount of \$129,284.00 from Greiner Implement Company Inc. of Ottumwa. This tractor will replace fleet #731.

 Public hearing required if this box is checked. Use Proof of Publication to verify. Public hearing report is not required. Use Proof of Publication to verify. Use Proof of Publication to verify. Use Proof of Publication to verify.

RECOMMENDATION: Approve the purchase of one (1) Case MAXXUM 135 tractor to replace current fleet #731

DISCUSSION: The Airport recommends replacing fleet #731 a 2002 New Holland TH100 as recommended by the fleet committee on May 18th 2022. This tractor will be purchased using the state bid pricing.

Budgeted amount \$130,000.00
Replacement cost \$129,284.00

Source of Funds: Fleet Capital Improvement Program Budgeted Item: Budget Amendment Needed: No

Retail Offer



CUSTOMER INFORMATION:	
CITY OF OTTUMWA - 6417999120	
Airport	
OTTUMWA, IOWA 52501 USA	

DEALERSHIP	
GREINER IMPLEMENT COMPANY, INC.	
10845 - 73RD STREET	
OTTUMWA, IA 52501 US	
641-683-1691	
Email	16416831693@myfax.com
SALESPERSON:	Greg Greiner - 641-777-7040

Retail Offer Number:	0001110902-1
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Retail Offer Valid to:	05/31/2022
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Description:

UNITS OFFERED			
Unit # 1 MAXXUM 135 ACTIVE DRIVE4 ST5		List Price	163,083.00
Vehicle / Quote Number:	0016241803	Offered Price	114,158.00
Sales Order Number:	0085076850	Freight	3,126.00
VIN/Serial #:	SIC962992	Setup	2,000.00
		Unit Subtotal	\$119,284.00
Financed By	CNH Industrial Capital		
Rate Type	Low Rate		
Finance Program	N/A		

Unit # 2 L105 NSL EURO STANDARD		List Price	11,654.00
Vehicle / Quote Number:	0016928521	Offered Price	8,968.00
Sales Order Number:	0085892731	Freight	1,032.00
VIN/Serial #:			
Financed By	CNH Industrial Capital		
Rate Type	Low Rate		
Finance Program	N/A		

Total	\$129,284.00
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Down Payment	\$-0.00
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Total Offer Value	\$129,284.00
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Retail Offer

Vehicle Configuration



Retail Offer

Vehicle / Quote Number: 0016241803, 0085076850

NORMAL	NORMAL OFFER			392852	L/ FIRE EXT BRKT-HAM	
CIH	CASE IH			743726	NAR CONFIGURATION	
BC	BC			392214	STANDARD MGWW	
STAGE5	STAGE5			390811	LESS FRONT LINKAGE	
135HP	135 HP			758440	540/1000 - REVERSIBLE	
4 CYL	4 CYL			759371	2 MECH MMV	
	Base price	150,466.00		759373	BASIC MECH JOYSTICK	
744985	BASE COLOR, LOW-ROOF			390648	LESS ISOBUS SOCKET	
758531	NASO COLD CONFIG			393190	LESS P&CM MODULE & H	
758521	SMV EMBLEM, LOW-POSITION			392484	LESS AUTOGUIDANCE	
390956	L/LP L/SMV EM W7PIN			391249	LESS TELEMATICS	
743848	LARGE TOOLBOX	108.00		743714	DELUXE RADIO WITH	585.00
					BLUETOOTH	
391152	STD STEERING WHEEL			743902	ENHANCED INST W/ ISO SOCKET	196.00
759453	2 STD MIRRORS			390703	LESS RADAR	
758348	REAR WINDOW WIPER	511.00		758407	HD BATTERY 176AH	128.00
392701	AIR CONDITIONING 392701			390729	L/ PNEUMATIC TRAILER BRAKES	
758153	MONITOR MOUNTING BRACKET.	171.00		390711	LESS TRAILER BRAKES	
758479	SUSPENDED_CAB	2,017.00		391630	STANDARD STEERING	
758504	SELF-CANCEL + AUDIBLE TURN			758564	6X65KG WHEEL WEIGHT	1,368.00
758489	ROTARY BEACON LEFTHAND	477.00		8328401	460/85(18.4)R38 R1W-MIFITRCO	
	SIDE					
390661	LESS HIGH MOUNTED HEADLAMP			758569	INSTRUCTIONAL SEAT WITH BELT	678.00
759446	BASIC HOOD LIGHTS			758456	MECHANICAL STABILIZER	
758593	8 LED HIGH POWER LOW-ROOF			758452	CAT II/III FLEX LINKS	144.00
390906	LESS REAR CAB STORAGE BOX			390911	EDC BASE HYDRAULIC LIFT CYL.	
330438	NO TIRE BRAND PREFERENCE			758466	IND. SWINGING DRAWBAR	
					L/CLEVIS	
391341	LESS HEADLAND CONTROL			758505	FRONT FENDER 420MM DYNAMIC	898.00
	SYSTEM					
392196	CLASS 3, L/BRAKES			390160	LESS AUTO PTO	
390166	STD. HEAVY DUTY BRAKE DISCS			392803	FENDER MOUNTED CONTROLS	
758430	HD FLANGE MULTI-DIFF	381.00		391153	STANDARD FENDERS	
392195	40KPH_16X16_L/AUTOSHIFT			390021	COMMAND ARM MECHANICAL	
					REMOTE	
390444	TOW HOOK-ONLY			391283	BASIC AIR UP/DOWN HEAD REST	
758402	GRID_HEATER + 110V PACK	463.00		390926	LESS TUBES FOR FHPL	
743814	ENGINE SPEED MANAGEMENT	531.00		758540	LOW-PRESSURE RETURN	
759128	STD FUEL TANK+GUARD			743741	3 MECH REAR REMOTE VALVES	1,407.00
					(2C)	
758558	200 AMP_ALTERNATOR	274.00		758441	CCLS PUMP	1,891.00

Retail Offer

392300	STD ENG COOLING FAN		758344	LOADER READY + 2MECH MMV +JOY	8,573.00
393110	ENG STG V W/BOOST		8241401	380/85(14.9)R28 A8	
X0481XX	AD4 STANDARD PACKAGE			Total List Price	\$163,083.00

Vehicle / Quote Number: 0016928521, 0085892731

NORMAL	NORMAL OFFER		L105	L105	
CIH	CASE IH		1TY7	1TY7	
EURSTYL	EURO STYLE			Base price	9,275.00
NSL	NON SELF LEVELING		464971	96I 34CF ST MT BKT E	2,379.00
STD	STANDARD		713767	BASE LOADER PREM UPG	
				Total List Price	\$11,654.00



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 15, 2022

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

City Administrator Approval

AGENDA TITLE: **Ballfield Lease Agreements for 2023-2024**

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

RECOMMENDATION: **Approve the Ballfield Lease Agreements for 2023-2024**

DISCUSSION: **Attached are lease agreements for Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, Adult Softball, and the YMCA at Sycamore Park. These leases will begin on January 1, 2023 and last until December 31, 2024.**

Source of Funds:

Budgeted Item: **Budget Amendment Needed:** No

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Girl's Softball League, Inc., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Paula Stufflebeam Fields and the Junior League Softball diamonds, more commonly described in Attachment "A", for the purpose of holding youth softball league programs.
2. Said Lease shall begin on the 1st day of January, 2023 and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2023.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1 of 2023.

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

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

CITY OF OTTUMWA, IOWA

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

DATE: 11-15-22

BY: _____
LESSEE

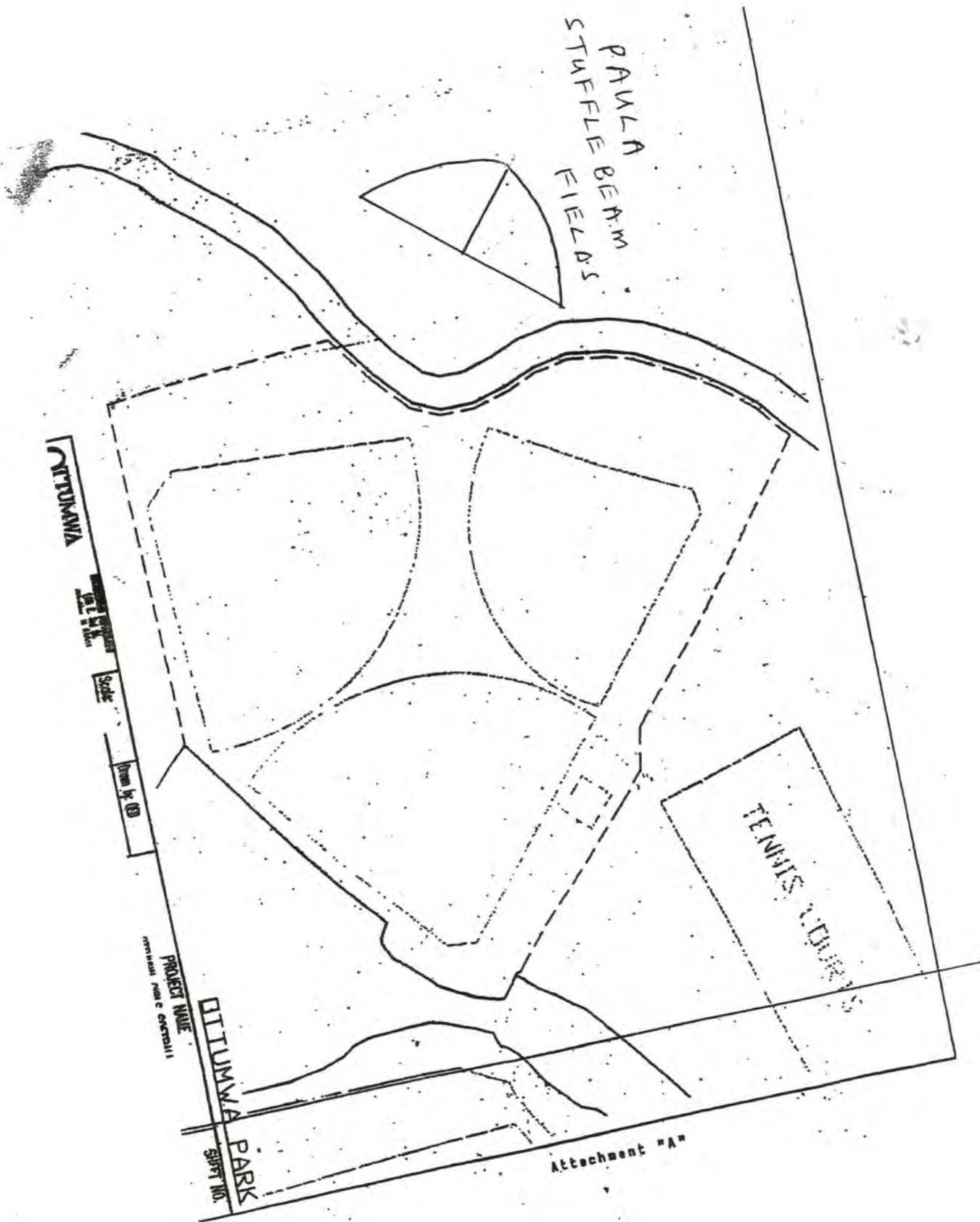
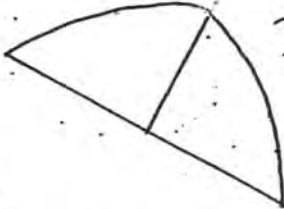
DATE: _____

Contact Information:

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

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

PAULA BEAM
STAFFLE BEAM
FIELDS



DITTUMWA

DATE

Scale

Drawn by CD

PROJECT NAME
DITTUMWA PARK

SHEET NO.

TENNIS COURTS

Attachment "A"

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the YMCA, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Sycamore Park athletic field, for the purpose of holding youth recreational and athletic programs.
2. Said Lease shall begin on the 1st day of January, 2023, and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2023.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.
7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

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

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

CITY OF OTTUMWA, IOWA

BY: Richard W. Johnson
Richard W. Johnson Mayor

DATE: 11-15-22

BY: _____
LESSEE

DATE: _____

Contact Information:

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter called LESSOR, whose address for the purpose of this Lease is 105 East Third, Ottumwa, Iowa 52501, and the Southeast Iowa Community Soccer League hereinafter called LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR area in the NW Quadrant of Ottumwa Park west of the Men's Slo-Pitch ball field only for the purpose of holding soccer matches as shown on Attachment A.
2. Said Lease shall begin on the 1st day of January, 2023, and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 per year.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

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

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

CITY OF OTTUMWA, IOWA

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

DATE: 11-15-22

BY: _____
LESSEE

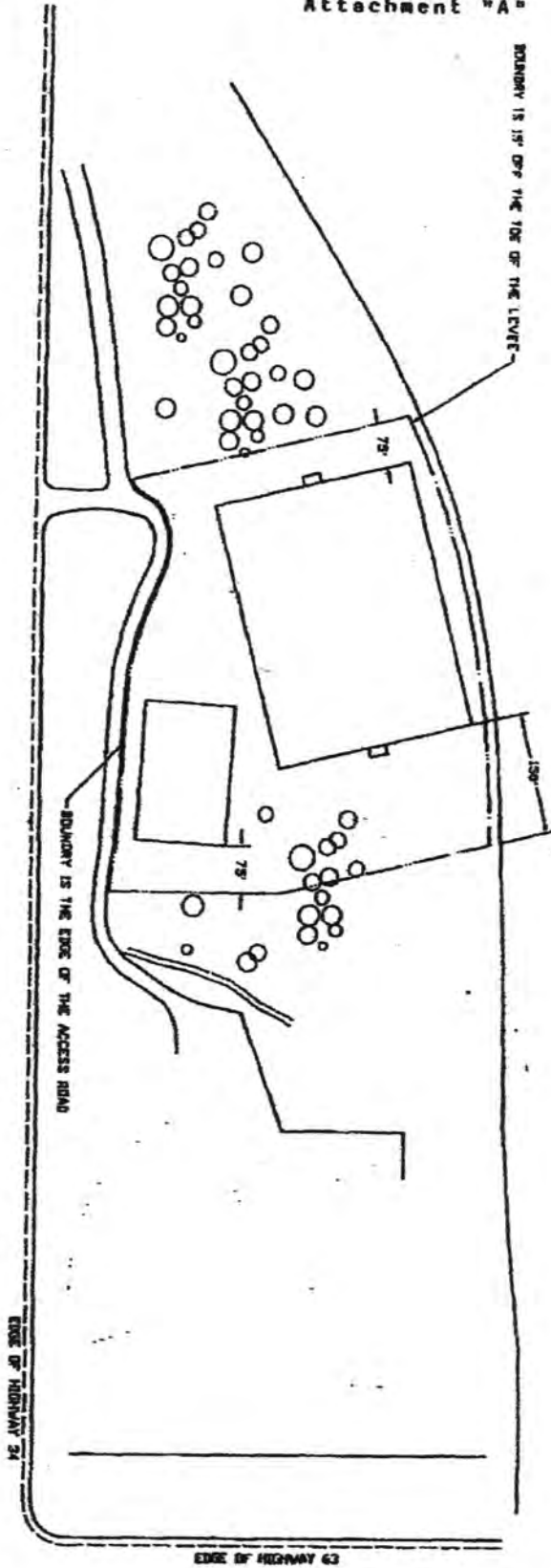
DATE: _____

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

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

Attachment "A"

WAYSIDE PARK



KEY

EDGE OF HIGHWAY	---
MAINTENANCE BOUNDARY	---

CITY OF OTTAWA	DATE: 2011-11-01	APPROVED BY: [Signature]	COUNTY	PROJECT NO.	SHEET NO.
ENGINEERING DEPT. (Rm. 24-1-01)			WAPLETON	SOUNDSCAPE COMMUNITY SCOPING STUDY	8

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Adult Softball Association, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Ottumwa Men's Slo-Pitch diamonds, more commonly described in Attachment "A", for the purpose of holding recreational softball programs. Co-ed, Church League and Ottumwa Men's Slo-Pitch.
2. Said Lease shall begin on the 1st day of January 2023 and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2023.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days, unless LESSEE is forced to vacate said premises by LESSOR. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1, 2023.

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

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

CITY OF OTTUMWA, IOWA

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

DATE: 11/15/22

BY: _____
LESSEE

DATE: _____

Contact Information:

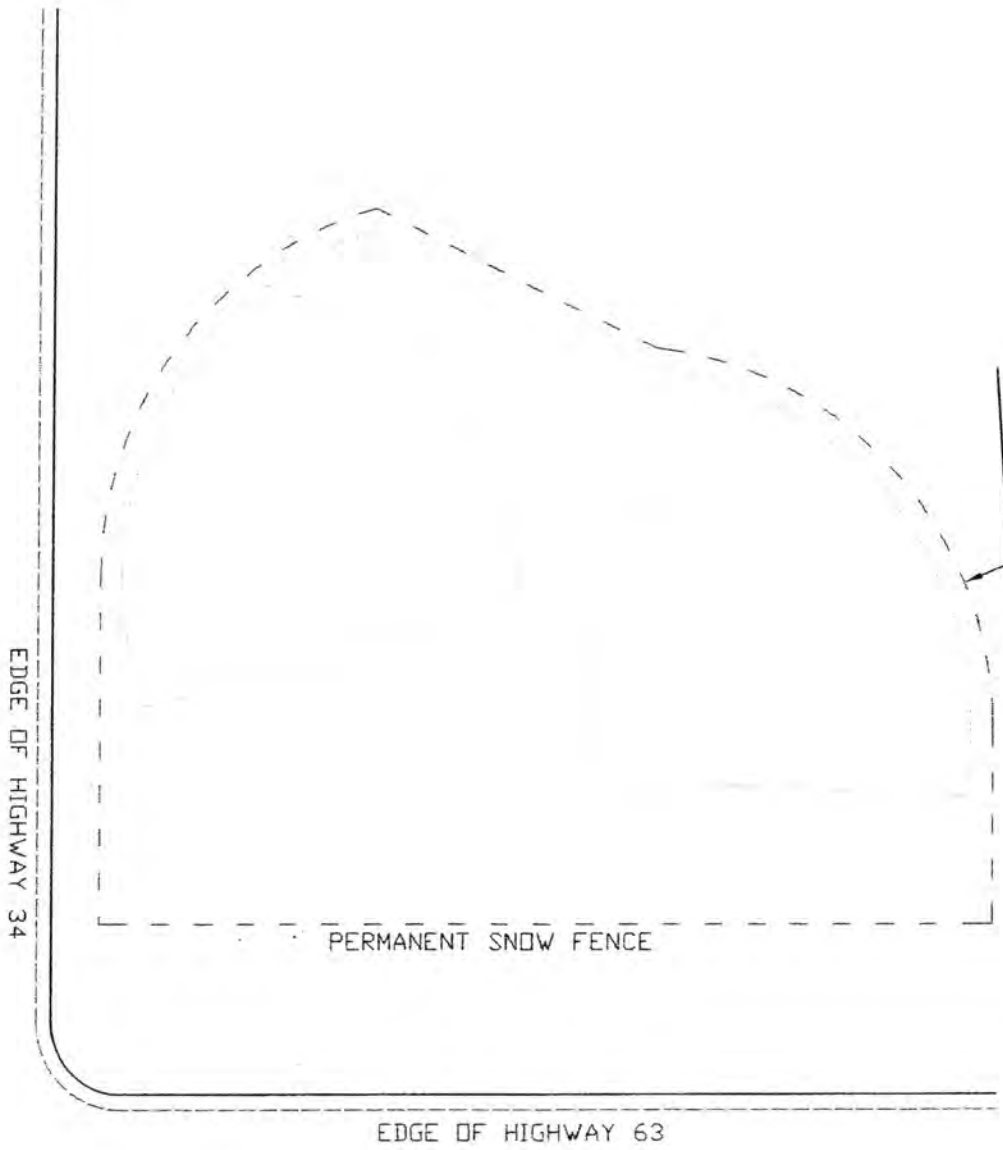
City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Adult Softball Association
Todd Grooms
327 Church Street
Ottumwa, IA 52501
641-777-7263

15' PERIMETER
EXISTING LEASE

LEVEE

PERMANENT SNOW FENCE



OTTUMWA
CITY OF ENGINEERS

ENGINEERING DEPARTMENT
103 E. 3rd St.
Ottumwa, IA 52501
Ph: 641-683-0680
Fax: 641-683-0992

Scale: NTS	Drawn by: OED
Date: 2-2-06	Approved by:

PROJECT NAME
MEN'S SLOW PITCH

WAYSIDE PARK

SHEET NO.
A

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Little League, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR Hagglund, Holder, and Kirkland Fields, more commonly described in Attachment "A", and the western half of Union Park, more commonly described in Attachment "B", for the purpose of holding a youth Little League Baseball program.
2. Said Lease shall begin on the 1st day of January, 2023, and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$20 on or before January 1, 2023.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission b the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

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

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

CITY OF OTTUMWA, IOWA

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

DATE: 11-15-22

OTTUMWA LITTLE LEAGUE

BY: _____
LESSEE

DATE: _____

Contact Information:

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

Ottumwa Little League
Jason Abernathy
14 Cambridge Court
Ottumwa, Iowa 52501
319-231-1581

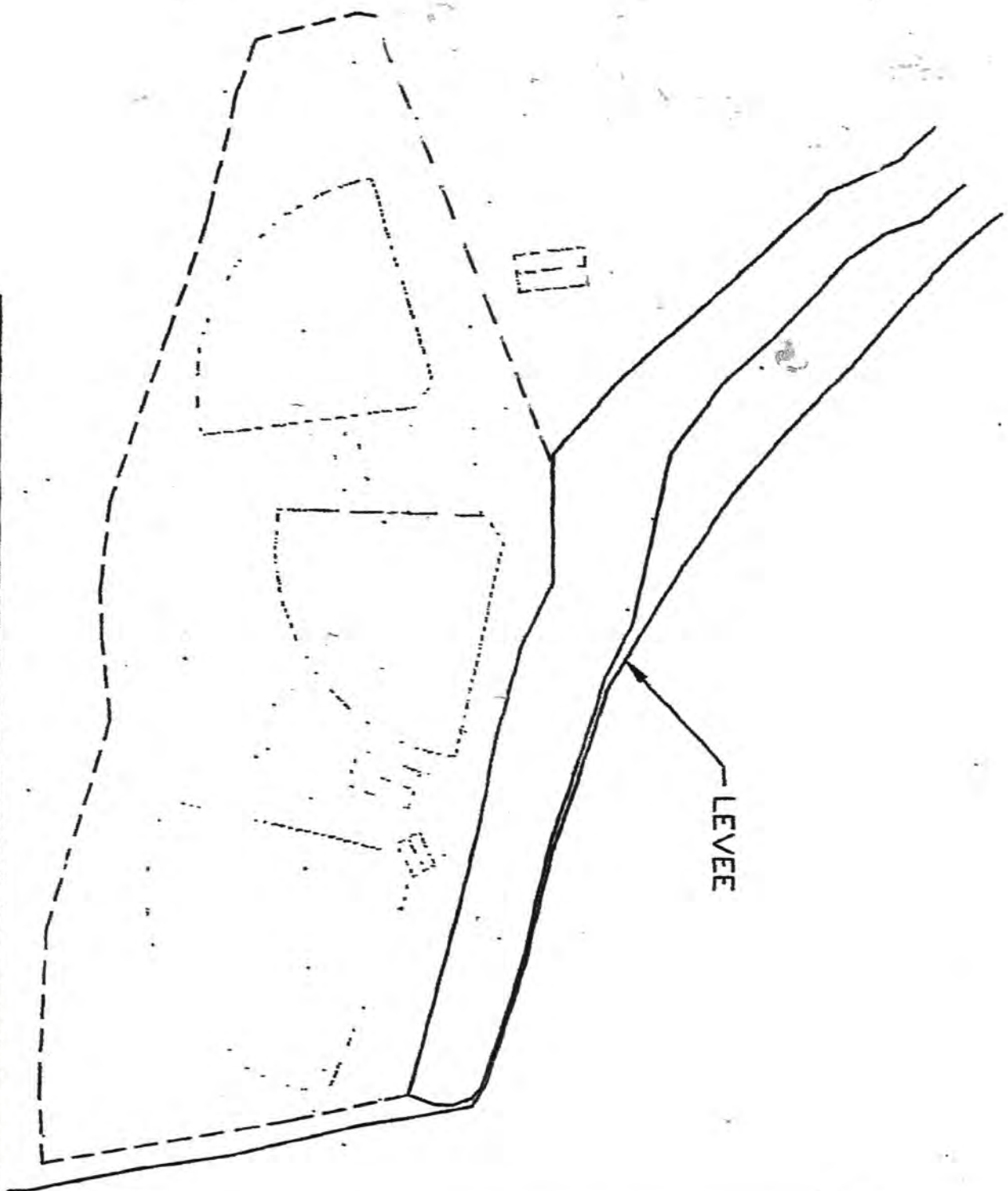
OTUMWA
CITY OF OTUMWA

City Engineer
Otumwa, Missouri
P.O. Box 100
Otumwa, MO 64471

Scale: NTS
Date: 2-2-08
Drawn by: GED
Approved by:

PROJECT NAME
NATIONAL LITTLE LEAGUE

SHEET NO.
A



OTTUMWA
STATE OF IOWA

DESIGNED BY
DATE

Scale: NTS
Date: 7-2-08

Drawn by: (B)
Approved by:

PROJECT NAME:
ADDRESS: LITTLE LEAGUE

UNION PARK
SHEET NO. A

LEVEE

LEVEE

LEVEE

TOUR

WEST 2ND STREET

TENT

Attachment B

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2023, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and Ottumwa Babe Ruth Baseball Association, Ltd., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the McCarroll Babe Ruth Complex, more commonly described in Attachment "A", for the purpose of holding a Babe Ruth Youth Baseball program.
2. Said Lease shall begin on the 1st day of January, 2023, and continue until the 31st day of December, 2024.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2023.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

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

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

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1st, 2023.

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

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

CITY OF OTTUMWA, IOWA

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

DATE: 11/15/22

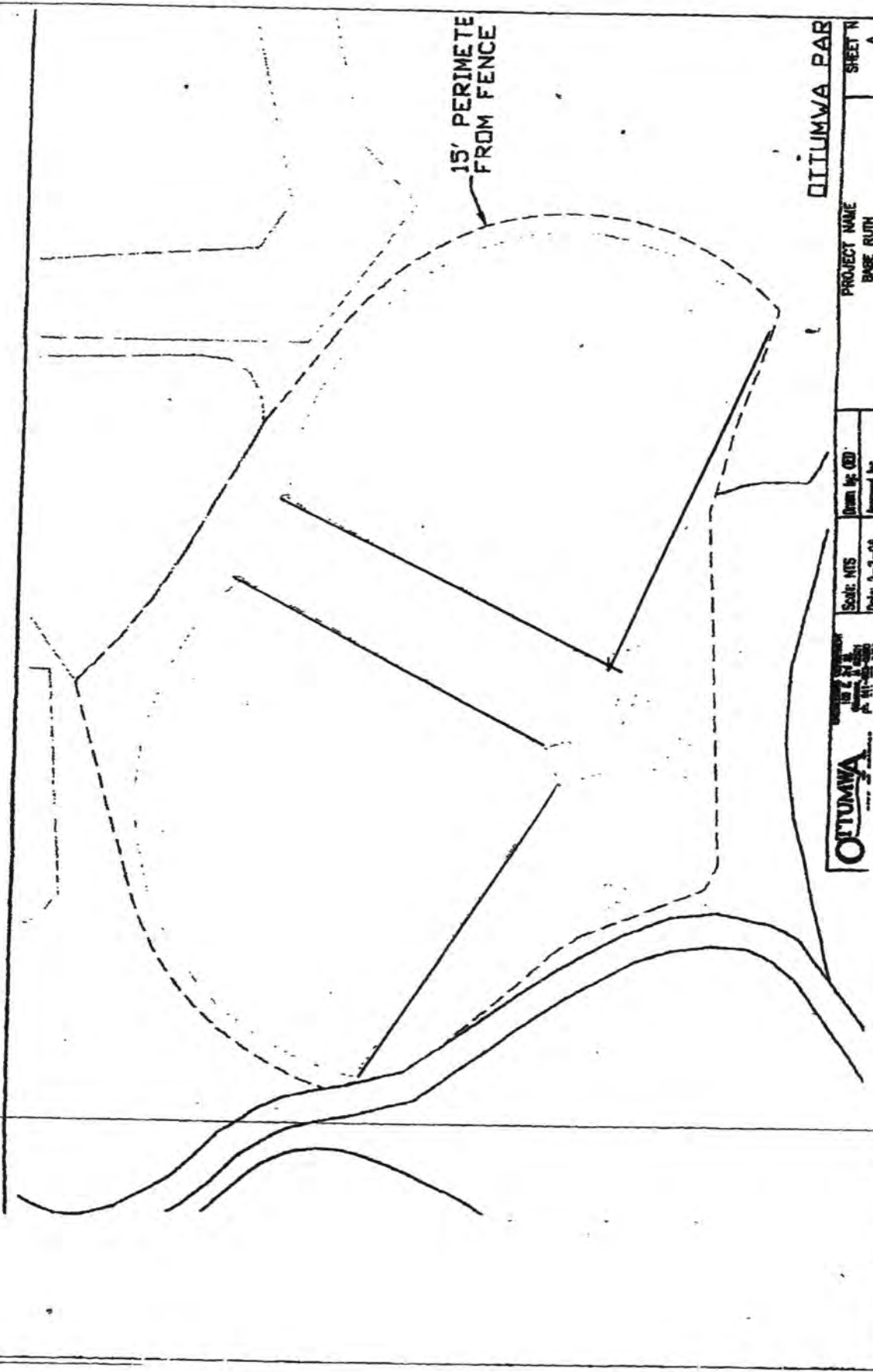
BY: _____
LESSEE

DATE: _____

Contact Information:

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

Ottumwa Babe Ruth Baseball Association, Ltd.
T. J. Heller
Ottumwa, IA 52501
641-799-3922



15' PERIMETER FROM FENCE

OITUMWA PAR

PROJECT NAME
BASE RUTH

Scale: NTS
Drawn by: G.D.
Revised by:



OITUMWA PAR

SHEET #
A



[MAIN STREET]

OTTUMWA

OTTUMWA CITY
COUNCIL UPDATE
11.15.2022



Business Updates

- Welcome The Antler Guys Mercantile Co., Splittin' Hairs Salon, and Jett & Jo Photo & Film to the District!
- My Chic Boutique celebrates 10 years



Recent Event: Witch Way to Main

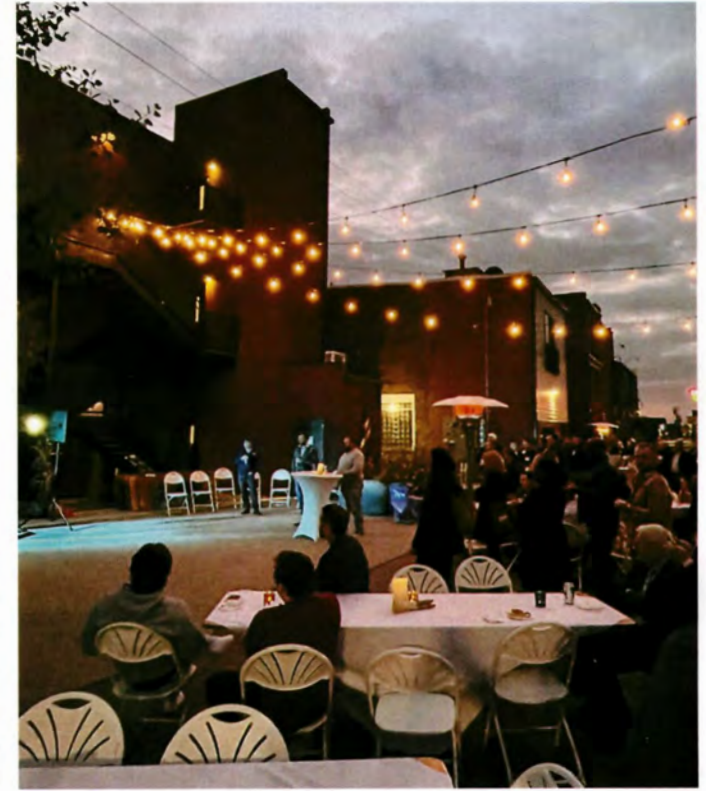


O!
OTTUMWA

Witch Way to Main

Thank you to
JBS Ottumwa
for sponsoring
this event





Hosted the Iowa Chamber Association and Iowa Chapter of the American Planners Association

Business Builder Academy



Eight-class program

- Teach business fundamentals to new businesses to get them started and get them growing
- Utilized local business owners and specialists to help entrepreneurs gain skills and increase their networks
- Seven entrepreneurs completed the first course
 - Majority planning to open brick & mortar locations



Business Builder Academy Grant Recipients



**BUSINESS
BUILDER
Academy**

BRIA BURTON

Chthonic Co.

Bria makes handcrafted, all natural, organic, vegan and sustainable products for the home and body. Candles, bath salts, body scrubs, room sprays, aromatherapy roller blends and so much more!

chthonicco.com



**BUSINESS
BUILDER
Academy**

ERIN NAYLOR

Heron Kross

Erin's mission is to preserve history for future generations through the conservation of historical documents and artworks, reselling vintage items, and teaching little known paper arts.



**BUSINESS
BUILDER
Academy**

BRYCE LIDTKA

Wapello Park & Parlor

Bryce is bringing an axe-throwing and evening entertainment venue to Downtown Ottumwa. He wants to provide young adults with ongoing activity options and a place to come together as a community.



Business Builder Academy

“I wish I could take the Academy 3 more times. It's that helpful, and that packed with information!”

“The supportive learning environment and relevant information provided throughout Main Street Ottumwa's Business Builder Academy allowed me to go from having an idea for a business to having viable business plan.”



Main Street Iowa Visits

September 20th, Michael Wagler, Main Street Iowa Coordinator

- Held strategic planning session with MSO board

October 11th, Carol Lily, Downtown Development Specialist

- “There are so many good things happening in the Main Street district and in the Main Street Ottumwa’s program...The momentum of positive change in downtown Ottumwa was apparent and there are new and exciting initiatives underway.”



2023-2024 Strategic Plan

Strategy 1: Create a culture of living in Downtown Ottumwa

Develop exciting places to live downtown. Support a vibrant, diverse, and active neighborhood.

- Measures of Success:**
- 15 new apartments
 - 25 new residents
 - Property value increase by 15% in District and 40% in the properties improved
 - Launching new neighborhood association



2023-2024 Strategic Plan

Strategy 2: Build trust and awareness of Main Street Ottumwa through enhanced marketing efforts and storytelling

Improve community awareness of the services and progress within with the Main Street Ottumwa district to strengthen our community and build strong partnerships. We are making progress for business advancement, property development, community investment and we want everyone to know about it!

- Measures of Success:
- Increase in organizational sustainability
 - Increase in marketing reach
 - Achieve program recognition at the national level

2023-2024 Strategic Plan

Strategy 3: Support business by fostering development, growth, and success in Downtown Ottumwa

Building, growing and maintaining a network of likeminded community members. Provide educational workshops/business seminars to help both new and existing businesses by eliminating obstacles.

Measures of Success:

- Increase first floor occupancy
- Net gain new business
- Increase tax sales numbers in downtown
- Increase attendance at classes and events

MSO Impact



Address	First Level	Second Level	2007 Assessed Value	2017 Assessed Value	2022 Assessed Value	2007-2022 Percent Increase	Notes
322 East Main	3,278 sq. ft.	2,200 sq. ft.	\$10,320	\$75,430	\$173,470	1,581%	2 new apartment units
324 East Main	2,200 sq. ft.	1,320 sq. ft.	\$10,070	\$75,320	\$167,100	1,559%	1 new apartment unit

Total Annual Downtown Economic Impact of an Upper-Floor Apartment: \$19,469-38,939





[MAIN STREET]
OTTUMWA

MAIN STREET OTTUMWA

Est. 2006



70
New
Businesses



289
New
Jobs



60+
New Housing
Units



\$28,456,403
Private
Investment



45,801
Volunteer
Hours



Upcoming Events





O! Main Street Ottumwa's
HOLIDAY OPEN HOUSES

Thursday, November 17
4:30pm-7:30pm
Downtown Ottumwa

IN-STORE SPECIALS ◦ **CARRIAGE RIDES**
HOLIDAY CHEER

www.mainstreetottumwa.com

SPONSORED BY



(JBS)



Lights of Love

Tree Lighting Ceremony

November 25, 2022 @ 5:30pm

Central Park

106 N Court Street, Ottumwa



SMALL BUSINESS SATURDAY

SNOWBALL DROP

NOVEMBER 26, 2022 @ 10:00AM

**CORNER OF SECOND
AND MARKET**



WITH





Around Town Downtown

HOLIDAY HOMES TOUR

Friday, December 2, 2022

4:30pm-8:30pm

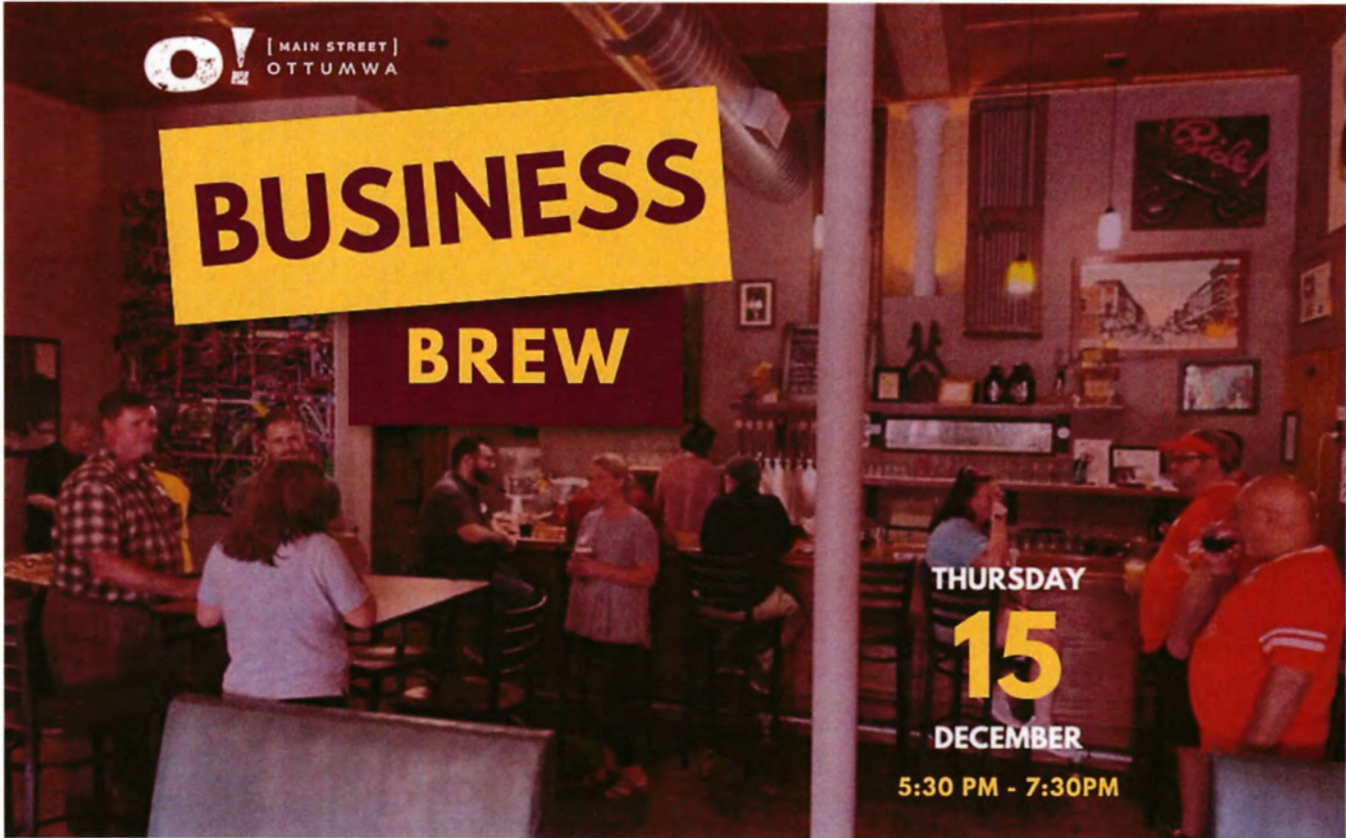


www.mainstreetottumwa.com

Sponsored by Iowa BBQ Store and Floor to Ceiling

O! [MAIN STREET]
OTTUMWA

BUSINESS BREW



THURSDAY

15

DECEMBER

5:30 PM - 7:30PM

Thank you!

Questions?

Fred Zesiger

Main Street Ottumwa

director@mainstreetottumwa.com

641-814-5225



MAIN STREET OTTUMWA

SSMID Committee Meeting Minutes

September 28, 2022 | 10:00 AM | MSO Office

Attendance

Present: Fred Jenkins, Holly Berg, John Helgerson, Claudia Gates, Dee Christner, Tim Schwartz, Tricia Smith

Others Present: Fred Zesiger (MSO Director)

Meeting to discuss projects and fund allocation for next 6 months. Reviewed current SSMID balance, Reviewed Main Street Ottumwa Three Strategic Priorities.

Strategy Title:

Creating a culture of living in Downtown Ottumwa

Strategy Description:

Develop exciting places to live downtown. Support a vibrant, diverse, and active neighborhood.

Measures of Success:

- 15 new apartments
- 25 new residents
- Property value increase by 15% in District and 40% in the properties improved
- Launching new neighborhood association.

Current SSMID Balance \$19,396.67

- Trash Enclosure on Third Street \$17,244.92
- Tree Replacement fund \$2400.00
- Green Space Improvements
 - Historical signage in Canteen alley Phase 1 \$2000.00
 - Match for Grant funds \$5000.00
 - Sound System
 - Benches Seating

Total Projects through End of March 2023- \$26,644.92

Motion made by Claudia Gates to allocate up to \$26,644.92 to projects state above. Motion Seconded by Tim Schwartz. Motion Carried

Strategy Title:

Support business by fostering development, growth, and success in Downtown Ottumwa



Our Mission
The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships."



MAIN STREET OTTUMWA

Strategy Description:

Building, growing and maintaining a network of likeminded community members. Provide educational workshops/business seminars to help both new and existing businesses by eliminating obstacles.

Measures of Success:

- Increase first floor occupancy
- Net gain new business
- Increase tax sales numbers in downtown
- Increase attendance at classes and events

SSMID Allocation/ \$11,496.61

- Speakers Fund for Classes \$2,000.00
- Business Builder Academy Fund \$10,000.00
- Business Brew Sponsor
 - One for 2022 \$500.00
 - One in 2023 \$500.00

Total Projects through End of March 2023 \$13,000

Motion made by Holly Berg to allocate up to \$13,000 to above activities. Motion Seconded by Tricia Smith. Motion Carried

Strategy Title:

Build trust and awareness of Main Street Ottumwa through enhanced marketing efforts and storytelling

Strategy Description:

Improve community awareness of the services and progress within with the Main Street Ottumwa district to strengthen our community and build strong partnerships. We are making progress for business advancement, property development, community investment and we want everyone to know about it!

Measures of Success:

- Organizational sustainability (develop a quantifiable measure)
- Stats for new jobs and business (develop a quantifiable measure)
- National recognition (Google)

SSMID Allocation \$11286.52

- Maintenance Equipment \$5,000.00
- Extra Snow Removal \$6,286.52



Our Mission
The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships."



MAIN STREET OTTUMWA

Reserve \$2,874.15

Motion made by Tricia Smith to allocate \$11,286.52. (Maintenance Equipment \$5,000, Extra Snow Removal \$6,286.52) Motion Seconded by Tim Schwartz. Discussion could we bill Snow Removal to business owners who don't clean up side walks within 24 hours of snowfall, city ordinance states this must be done within 24 hours. Motion Amended by Holly Berg to change from Extra Snow Removal to Building Maintenance, will leave up to Main Street Ottumwa to use funds towards project in benefit of Building Maintenance. Motion carried

Adjourn



Our Mission
The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships."





CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 15, 2022

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Authorization of capital purchase of furnishings and equipment for use at Bridge View Center

Public hearing required if this box is checked.

RECOMMENDATION: Consideration of request from Venu Works to purchase barricades and tables for events held at Bridge View Center

NO LEGISLATIVE ACTION – ITEM TABLED WHEN

APPROVING AGENDA

DISCUSSION:

On October 3, 2022 city staff received a message requesting a purchase of additional barricades (\$17,035) per the request of the Jake Owen tour. Earlier in the year Venu Works had purchased barricades (\$25,844) for use at the Buckcherry concert. This property would be city property available for use by Venu Works or for any other city event requiring barricades. In addition to the barricades Venu Works is requesting the purchase of additional tables. On occasion several events are occurring at the same time, which requires Venu Works to rent and transport the additional furniture. The request for barricades was temporary put on hold due to the inability to deliver the equipment in time for the show. The

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

request has been resubmitted along with a request for additional tables. The following is extracted from the message from Scott Hallgren regarding the barricade request:

Unfortunately, the manufacturer is unable to ship complete order for at least 45 days – good 'ole supply chain challenges. For the short-term, we'll find a way to make this work for Jake Owen to the best of our ability with what we have in our current inventory.

Long-term, it would still be very advantageous for BVC to secure this equipment to add to what we already own so we are 100% ready for the next show. We never know when that next show may be and pop into our Ottumwa market. I have two calls today and working on a few other leads, one where we would definitely need concert-style barricade on Sat, Jan 7, which isn't that far out.

With where things have gone in our society, new legislation being considered, new mandates from insurance companies, and recent issues at other venues, more and more tours are requesting this solid, quality concert-style barricade at the front of stage to protect their artist(s), band members, and gear. Crowd management is becoming a bigger part of our jobs each year! We can thank the shows and experiences like you saw in Houston, TX in summer 2021 at the outdoor festival performance where a crowd stampede killed some and injured several people.

This keeps BVC competitive with our peer venues in the upper Midwest and that's important for us – we must remain competitive.

As we look at this with Council, we respectfully submit two requests . . .

- 1) Purchase of the new barricade thrust sections from StageRight per the attached quote for \$17,035.00. Would be used on a show we already have confirmed for April 2023 and could possibly be used for a show we're looking at for Sat, Jan 7. Still talking numbers to see if we can make the Jan 7 show work in our venue/market.
- 2) Approval to pay for the existing stage barricade we ordered in July 2022 to meet the needs of our Buckcherry concert on Fri, July 15. Total costs to be covered by City capital funds is \$25,844.00. As discussed in one of our recent meetings, when we did the final advance for this show we were notified the tour and their business agents now required concert barricade for the show. So, we either had to rent it or buy it to make this show happen. Renting is quite expensive, and we have nothing to show for it. Equipment has to come from Des Moines or Cedar Rapids, so we have higher transportation & labor costs to get it here, plus rental fees for equipment. We've had this need before on past shows and have rented in the past, so we made the decision to buy. We had to pull the trigger quickly, so we used some of our SVOG funding to purchase this, but truly it is a long-term capital investment for BVC. We would like to take this out of the designated capital funds for BVC, especially since it will have a life span of 25+ years. This then allows us to keep the

SVOG funds and redirect them back to covering operational expenses and recovery efforts from pandemic, which is what SVOG dollars were designed and targeted to do. While we have made progress, we are still in full recovery mode and have a ways to go before we get back to our 2019 business levels – it's a very slow recovery, much slower than I was anticipating and what we'd like to see.

When completed, the total project cost will be \$42,879.00. The lifespan on this gear is easily 25+ years, it should last a very, very long time, much longer than both of us in our careers. If you depreciate it out over a 25-year period, that would be \$1,715.16 per year. Just one show a year would easily pay for that, which we're currently doing. Average rental price varies from source, but I'd estimate about \$4,000 to rent all the equipment we would have at this price and if the City approves the new barricade thrust sections quote. Transportation costs have risen significantly due to increased labor costs, fuel costs, and demands on freight trucks in current times. At \$4,000 rental per show, that's only about 10 shows and the equipment is paid for. We could easily use this 3x per year, so our payback on this would be in about 3½ years. I believe that's a fair and good ROI on this purchase and investment into BVC.

Most importantly, this is an investment into the safety and security of our guests and the fans attending shows at BVC and the safety & security of artists, band members, and all the very expensive gear that tours have on stage and backstage.

Thank You for your review and consideration.



Airport Update

NOVEMBER 2022

CONTENT

- Iowa DOT - Aviation
- Fuel Sales
- Additional Services
- Promotional Events
- Upcoming Event
- Potential Restructure

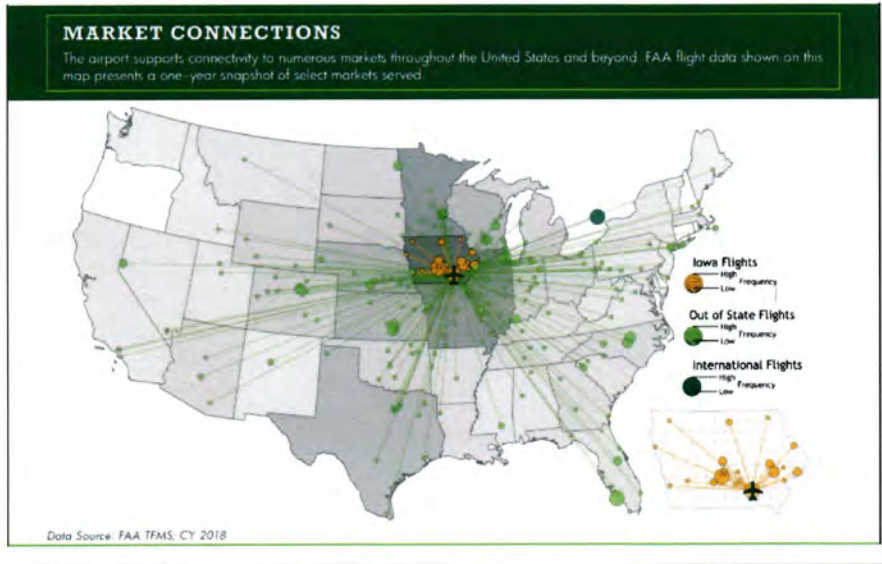


OTTUMWA REGIONAL AIRPORT (OTM)

OTTUMWA, IOWA

PRIMARY RUNWAY: 13/31, 6,000' X 100'
APPROACH TYPE: PRECISION
FUEL: 100LL, JET A
BASED AIRCRAFT: 28
FIXED BASE OPERATOR: NOT AVAILABLE

IOWA DOT - AVIATION



IOWA DOT - AVIATION

Changed from General Service to Enhanced Service

OTTAWA REGIONAL AIRPORT
 AN ENHANCED SERVICE AIRPORT

- COMMERCIAL SERVICE**
- ENHANCED SERVICE**
- GENERAL SERVICE**
- BASIC SERVICE**
- LOCAL SERVICE**

ENHANCED SERVICE
 airports have greater flight frequency, offer a wider range of general aviation services. Enhanced Service airports serve an economic corridor for regional supporting activities or operations, as well as other general aviation airports.

IMPACTS FOR OTTAWA REGIONAL AIRPORT

TOTAL ANNUAL ECONOMIC ACTIVITY	14 ON-AIRPORT JOBS	71 JOB IMPACTS	7,712 ANNUAL VISITORS
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THE VALUE OF ENHANCED SERVICE AIRPORTS
 Enhanced Service airports offer facilities and services meeting the needs of a full range of general aviation activities. These airports are critical air transportation links for companies and organizations, and are able to accommodate nearly any type of business jet. Airports serve as the front door to communities and the fixed base operators who provide aviation services are important to leaving a positive first impression on businesses and visitors coming to the community.

AIRPORT USES AT OTM
 BUSINESS AVIATION
 PERSONAL FLYING
 AIRCRAFT SERVICES
 FLIGHT TRAINING

IOWA'S ENHANCED SERVICE AIRPORTS
 A map of Iowa highlighting the locations of enhanced service airports.

OTTAWA REGIONAL AIRPORT

FUEL SALES

Archangel Sales

- 2019 – 88,295 gallons
- 2020 – 113,643 gallons
- 2021 (to March 1) – 15,363 gallons

Total = 217,301 gallons

City of Ottumwa

- March 2021 – 151,380 gallons
- 2022 (to November 9th) – 150,983 gallons

Total = 302,363 gallons

3 Airport Line Technicians
Renegotiated fuel sale contracts

ADDITIONAL SERVICES

Flight Instruction

- 37 students total since March 2021
- 5 students will have private pilot certificate by end of November
- Current list of 15 students waiting
- Not currently advertising

Maintenance

- Provide maintenance to IHCC aircraft
- Provide general maintenance to private pilots
- Provide annual inspections / general maintenance

Rental Plane

- 31 different pilots rented
 - 460 hours total
- Used for flight instruction as well

PROMOTIONAL EVENTS



Open House



Ottumwa Fly-In Breakfast
July 9, 2022

Pancake Breakfast
• 31 new aircraft to Ottumwa



Fly-In Lunch

• 27 new aircraft to Ottumwa



46TH ANNUAL AIR RACE CLASSIC

Non-profit dedicated to encouraging and educating current and future women pilots



arc
Air Race Classic
JUNE 20-23 2023

ABOUT THE STOPS ▶

EXPAND THE ROUTE MAP ▶

THE RACE ROUTE

enrichment activities at Minnesota State University.

2. OTTUMWA, IA (KOTM)

Ottumwa Regional Airport is the second Stop on the 2023 route and is located in the southeast part of the state. The airport has an extensive World War II history as a U.S. Naval Training facility. It was later repurposed as an industrial park and is now a regional transportation and economic center serving general and business aviation. Ottumwa is the hometown of Corporal Walter Eugene "Radar" O'Reilly, a fictional character in the M*A*S*H novels, film, and television series. Indian Hills Community College north campus is located at OTM offering a number of programs, including pilot training, aviation maintenance technology and avionics electronic technician training.

3. KEARNEY, NE (KEAR)

Kearney Regional Airport is a leading general aviation facility for central Nebraska pilots and businesses and

POTENTIAL RESTRUCTURE



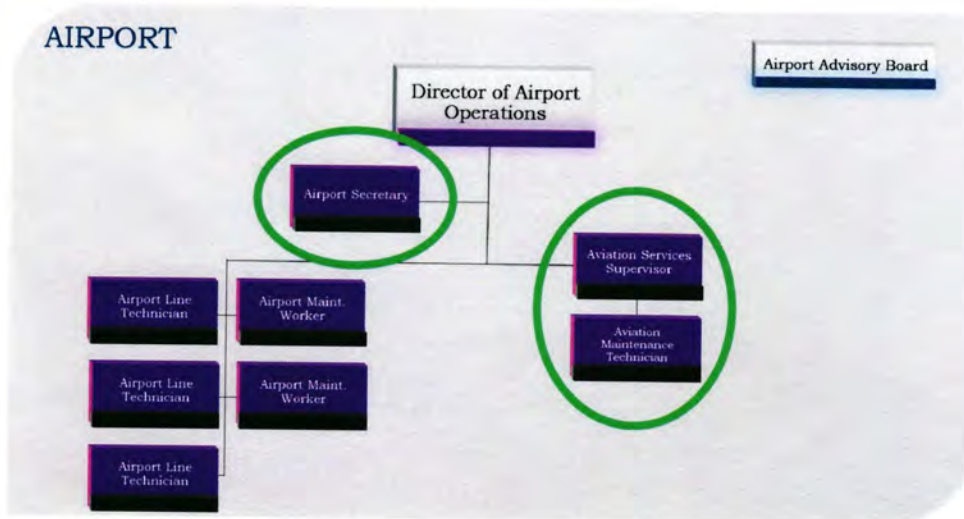
FUNDING

Fund Balance July 1, 2021 - \$299,992.57

	Budget	Actual	Over / Under Budget
Revenues	\$1,194,996.00	\$1,504,336.10	\$309,340.10
Expenditures	\$1,240,070.00	\$1,424,807.84	\$184,737.84
Difference		\$79,528.26	

Fund Balance June 30, 2022 - \$379,520.83

FUTURE DEPARTMENT STRUCTURE

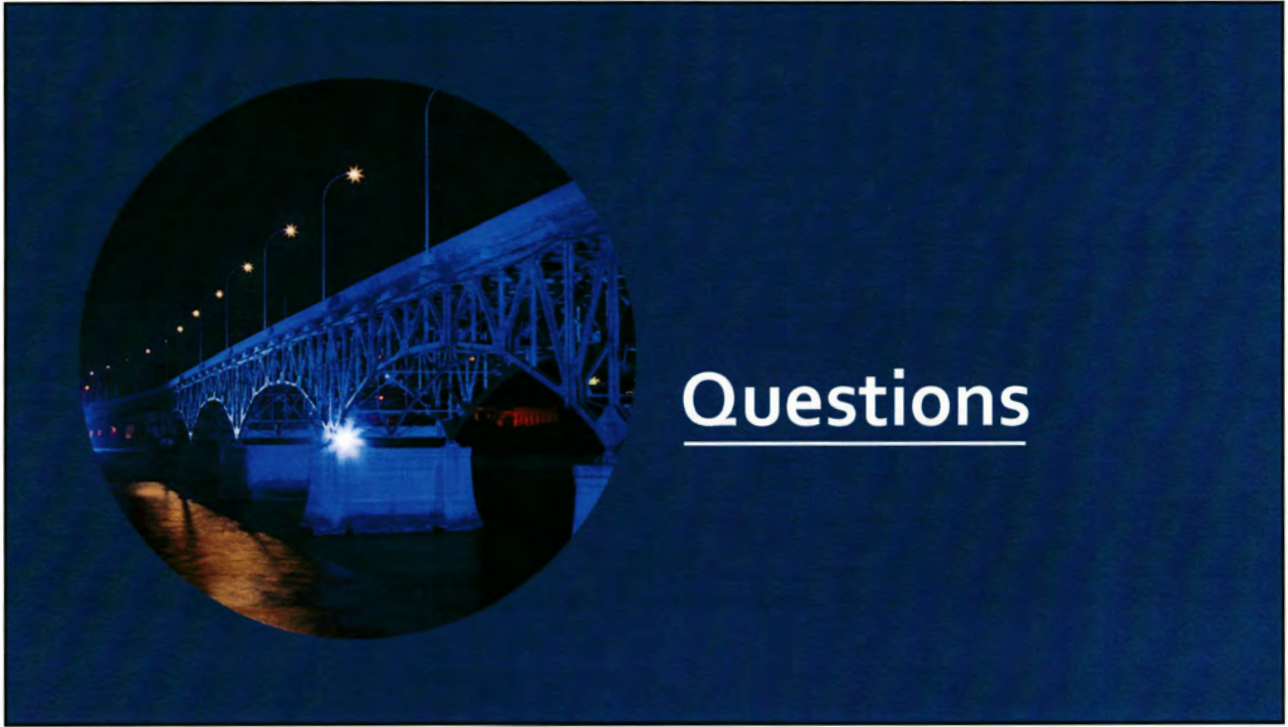


FUTURE DEPARTMENT STRUCTURE - COSTS

	Salary*	Benefits**	Total	Difference
Current Costs	\$317,148.96	\$98,659.46	\$415,808.41	
Restructure only	\$335,065.36	\$100,285.30	\$435,350.66	\$19,542.24
<i>Add Aviation Services Supervisor, Eliminate Airport Facilities Manager</i>				
Restructure, add PT secretary	\$357,456.56	\$102,248.82	\$459,705.38	\$43,896.96
<i>Add Aviation Services Supervisor, Eliminate Airport Facilities Manager, Add part-time secretary (20 hours per week)</i>				
Restructure, add FT secretary	\$379,847.76	\$134,355.98	\$514,203.74	\$98,395.32
<i>Add Aviation Services Supervisor, Eliminate Airport Facilities Manager, Add full-time secretary (40 hours per week)</i>				
Restructure, PT secretary & PT Maintenance	\$385,445.56	\$104,703.22	\$490,148.78	\$74,340.36
<i>Add Aviation Services Supervisor, Eliminate Airport Facilities Manager, Add part-time secretary (20 hours per week), add part-time maintenance technician (20 hours per week)</i>				
Restructure, FT secretary & FT Maintenance	\$435,825.76	\$199,442.62	\$635,268.38	\$219,459.96
<i>Add Aviation Services Supervisor, Eliminate Airport Facilities Manager, Add full-time secretary (40 hours per week), add full-time maintenance technician (40 hours per week)</i>				

* Salary includes FICA and Medicare

** Benefits include IPERS, Life and Health Benefits



OVERVIEW

The Iowa DOT Aviation Bureau, in completing the 2020 Iowa Statewide Aviation System Plan (SASP 2020), seeks to support its mission to ensure that the airport system will serve all facets of aviation in a safe and efficient manner. This report provides a summary of findings as they relate to Ottumwa Regional Airport and the state system.



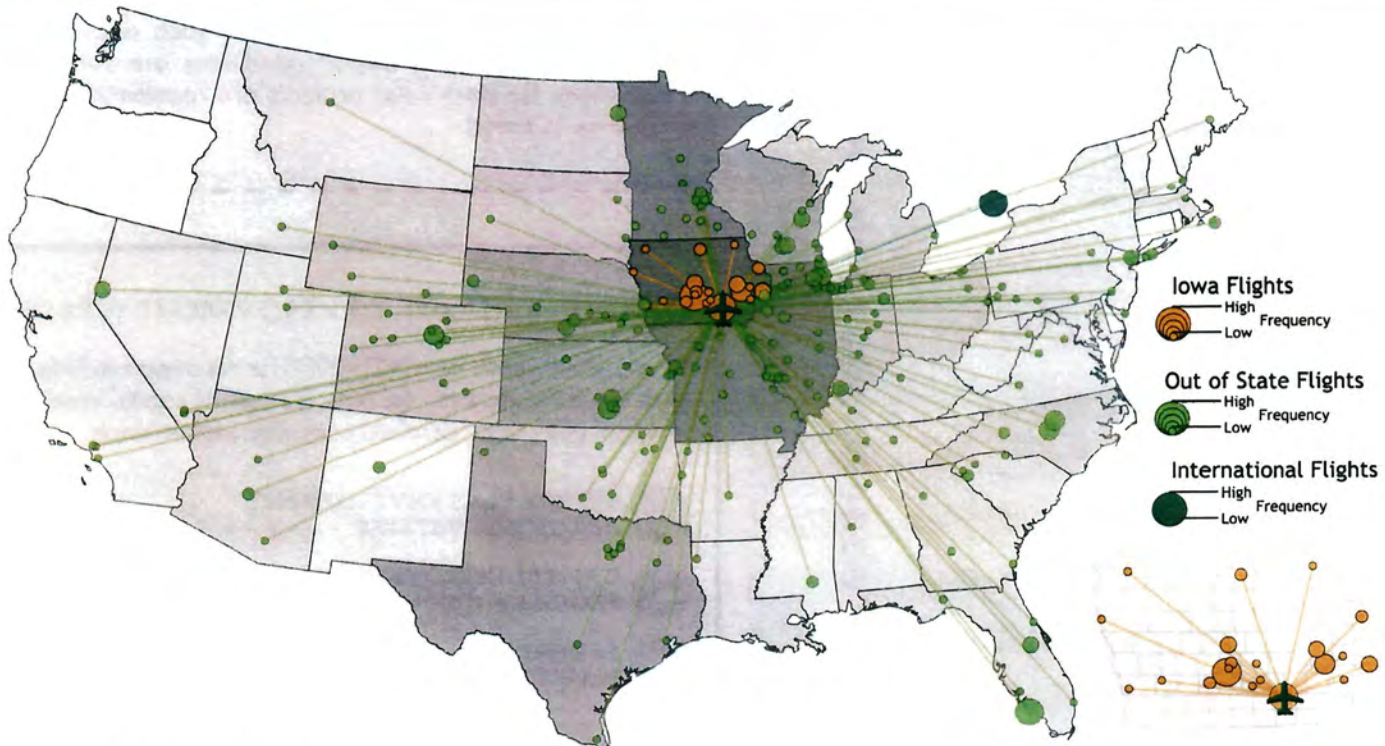
OTTUMWA REGIONAL AIRPORT (OTM)

OTTUMWA, IOWA

PRIMARY RUNWAY: 13/31, 6,000' X 100'
APPROACH TYPE: PRECISION
FUEL: 100LL, JET A
BASED AIRCRAFT: 28
FIXED BASE OPERATOR: NOT AVAILABLE

MARKET CONNECTIONS

The airport supports connectivity to numerous markets throughout the United States and beyond. FAA flight data shown on this map presents a one-year snapshot of select markets served.



Data Source: FAA TFMS; CY 2018



OTTUMWA REGIONAL AIRPORT

AN ENHANCED SERVICE AIRPORT



COMMERCIAL SERVICE

ENHANCED SERVICE

GENERAL SERVICE

BASIC SERVICE

LOCAL SERVICE

ENHANCED SERVICE airports are those with runways over 5,000 feet and services for a wide range of general aviation activity. Enhanced Service airports serve as economic centers for regions; supporting business jet operations as well as other general aviation activity.

DIFFERENT ROLES FOR DIFFERENT NEEDS

A highly-functioning transportation system has airports with varying facilities and services that serve distinct roles. Iowa's airport system is stratified into five roles that aid the Aviation Bureau in planning and prioritizing airport improvement and maintenance projects. These roles help the Aviation Bureau drive Iowa airports to best serve their market niche and user base.

OTTUMWA REGIONAL AIRPORT FACILITY AND SERVICE OBJECTIVES

AIRSIDE FACILITIES	MEETS OBJECTIVE
Primary Runway Dimensions	✓
Taxiway Layout	✓
Approach Type	✓
Navigational and Visual Aids	✓
Weather Reporting	✓
LANDSIDE FACILITIES	
Aircraft Storage	✓
Terminal Building	✓
Paved Auto Parking	✓
SERVICES	
Fixed Base Operator	✓
Fueling Services	✓
Attendance Schedule	✓
Terminal Amenities	✓
Ground Transportation	✓
Snow Removal	✓
Security	✓
Aircraft Maintenance	✓
Flight Instruction	✓
Aircraft Rental/Charter	!
PLANNING	
Land Use Plan	✓
Height Zoning	✓
Airport Layout Plan	!

✓ Meets Objective ! Improvement Recommended

FACILITY AND SERVICE OBJECTIVES

Facility and service objectives were identified to help guide future development, creating a path for each airport to best serve its market. Existing airport conditions are compared to the objectives for each role; projects are recommended when a deficiency is noted.



FUTURE AIRPORT DEVELOPMENT NEEDS

Development needs from 2021-2030 for this airport include system plan recommendations, the airport's current capital improvement program (CIP), and identified pavement maintenance.

SYSTEM PLAN DEVELOPMENT RECOMMENDATIONS	----- \$200,000
CAPITAL IMPROVEMENT PROGRAM (CIP)	----- \$6.2M
PAVEMENT MAINTENANCE	----- \$3.7M
TOTAL	----- \$10.1M

THIS AIRPORT MAKES AN IMPACT ON IOWA'S ECONOMY

The Iowa DOT prepared the 2022 Aviation Economic Impact Report to better understand how the aviation system works and the importance of the aviation industry to the state's economy. Businesses and individuals rely on aviation to move them quickly and to deliver specialized aviation services that keep Iowa competitive. The **Ottumwa Regional Airport** supports business jet operations and other general aviation activity.

**IOWA AIRPORT
SYSTEM ROLES**

**COMMERCIAL
SERVICE**

**ENHANCED
SERVICE**

**GENERAL
SERVICE**

**BASIC
SERVICE**

**LOCAL
SERVICE**

**IMPACTS FOR OTTUMWA
REGIONAL AIRPORT**

\$10M

TOTAL
ANNUAL
ECONOMIC
ACTIVITY

14

ON-AIRPORT
JOBS

71

JOB
IMPACTS

7,712

ANNUAL
VISITORS

THE VALUE OF ENHANCED SERVICE AIRPORTS

Enhanced Service airports offer facilities and services meeting the needs of a full range of general aviation activities. These airports are critical air transportation links for companies and organizations, and are able to accommodate nearly any type of business jet. Airports serve as the front door to communities and the fixed base operators who provide aviation services are important to leaving a positive first impression on businesses and visitors coming to the community.

AIRPORT USES AT OTM

BUSINESS AVIATION
PERSONAL FLYING
AIRCRAFT SERVICES
FLIGHT TRAINING

IOWA'S ENHANCED SERVICE AIRPORTS



Ottumwa Regional Airport supports general aviation connectivity to markets throughout the United States and beyond.

TOP FLIGHT MARKETS FROM OTM:

**Based on 2019 FAA records of filed flight plans*

1. **DES MOINES, IA (DSM)**
2. **IOWA CITY, IA (IOW)**
3. **NAPLES, FL (APF)**
4. **SANFORD, NC (TTA)**
5. **CHICAGO, IL (ORD)**

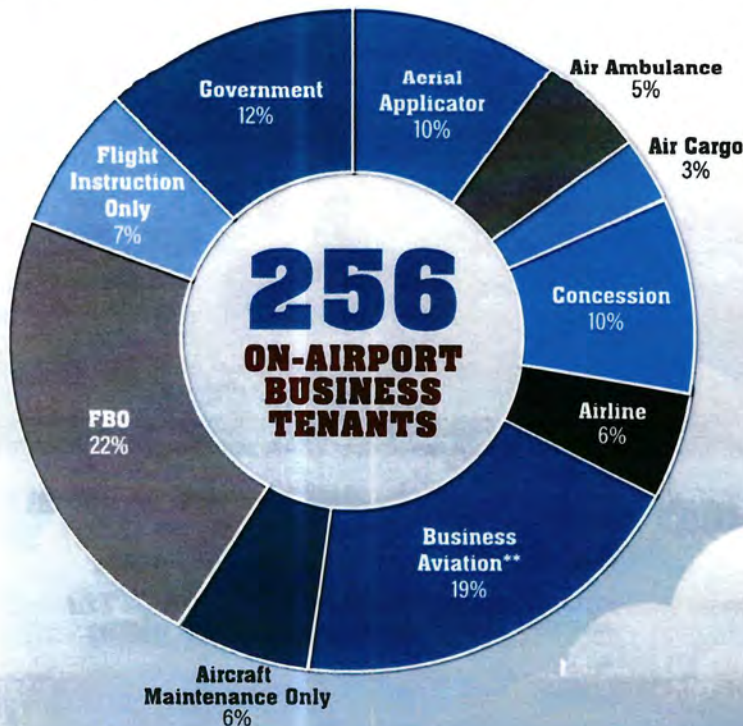
IOWA STATEWIDE AVIATION ECONOMIC IMPACTS

Aviation in Iowa generates **\$6.4 billion** in economic impacts each year. This economic activity supports **41,000 jobs** in the Iowa economy and **\$124 million** in tax revenues.



INVESTING IN OUR PEOPLE

On-airport jobs have an average salary of **\$62,400** compared to the statewide average of **\$51,100** for all occupations across Iowa.



INVESTING IN OUR AIRPORTS

Over the past five years, an average of **\$105 million** was spent annually on construction projects, which supports over **500 direct jobs** across the state. Furthermore, every **\$1** of capital expenditures at airports correlates to **\$16** in annual economic benefit to the state economy.

CORPORATE, COMMERCIAL, AND CARGO FLIGHTS KEEP IOWA BUSINESSES CONNECTED

Nearly 1,400 unique businesses from a wide range of industries were documented as using Iowa's airports during study data outreach.

Iowa airports supported flights to 2,061 unique destinations across 49 states and 27 countries.

Over 93,200 tons of cargo are shipped by air annually through Des Moines and Cedar Rapids by FedEx, UPS, DHL, Amazon, and passenger airlines.

More than 20 on-demand cargo carriers flew nearly 1,000 flights to and from 20 Iowa airports using smaller jet, turboprop, and piston aircraft.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 268-2022: A RESOLUTION REMOVING SPECIAL ASSESSMENT APPLIED TO 316 GARA ON RESOLUTION NO. 209-2021.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 268-2022.

DISCUSSION: Resolution No. 209-2021 included a special assessment for mowing for 316 Gara. The owner contests that the mowing was not done and that the contractor mistakenly billed for it. Staff was able to identify from the case file that the mowing was completed prior to the date the contractor billed for mowing the property, which supports the property owner's position that he mowed it. Staff recommends removing the assessment.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 268-2022

A RESOLUTION REMOVING SPECIAL ASSESSMENT APPLIED TO 316 GARA ON RESOLUTION NO. 209-2021.

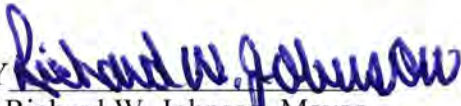
WHEREAS, Resolution No. 209-2021, Tract #42 included an assessment for delinquent mowing fess for 316 Gara in the amount of \$275.00 plus \$8.00 in interest and \$5 in administrative fees;

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

The special assessments for 316 Gara in the amount of \$288.00 including interest and administration costs be removed from Resolutions No. 209-2021.

Approved, passed and adopted this 15th day of November 2022.

CITY OF OTTUMWA, IOWA

BY 
Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk





| CITY OF |
O T T U M W A

November 16, 2022

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

RE: Res. No. 268-2022 – Removing special assessments applied to 316 Gara, Parcel
00741-056-0013-000 on Resolution No. 209-2021.

The assessments applied to:

RES NO.	TRACT NO.	ADDRESS	PROPERTY OWNER	LEGAL	AMOUNT	INTEREST	ADMIN	TOTAL
209-2021	42	316 GARA	MATTHEW AND JESSICA MILNER	FOSTER/CHAMBERS ADD LOT 18	\$275	\$8	\$5	\$288

Resolution No. 268-2022 removes the special assessments applied to this property through Resolution No. 209-2021.

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

Thank-you!

Sincerely,

Christina Reinhard
City Clerk

cc: Zach Simonson, Director of Community Development

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: November 15, 2022

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #269-2022. Approving the Professional Services Agreement for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Mary Street from Ferry Street to Shaul Avenue Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #269-2022.

DISCUSSION: JEO Consulting Group shall assist the City of Ottumwa with an evaluation and design for a full reconstruction of Mary Street from Ferry Street to Shaul Avenue along with pavement widening for turn lanes to the Liberty Elementary School drives, storm sewer design including a drainage report, sanitary sewer design, water main design, and sidewalk design meeting ADA requirements.

The design includes evaluation of ROW requirements and development of easement plats. The City will coordinate and negotiate with the property owners as needed.

The City has allocated their Surface Transportation funds as approved by Area 15 Regional Planning Affiliation members in the amount of \$2,055,354. With current material and price increases we have experienced, we plan on submitting a request for a funding increases from our STP State Transportation Program funds this spring.

Design standards will follow the Iowa DOT design standards along with submittal requirements for a Federal Aid project. All documents will be submitted to the City for review prior to the dates set by the Iowa DOT in the Critical path to Letting.

Ottumwa Water Works has determined that 400 LF of water main will be replaced and have agreed to reimburse the City for actual cost of design.

Source of Funds: STBG, RU. LOST Budgeted Item: Yes Budget Amendment Needed: No

The project would be programmed for FY 2024 construction season. A combination of RU and or LOST could be used for funding gaps.

The design contract will be funded from local funds.

This is a \$225,000.00 lump sum contract.

Source of Funds: STBG, RU, LOST

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #269-2022

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES BETWEEN JEO CONSULTING GROUP AND THE CITY OF
OTTUMWA FOR THE MARY STREET FROM FERRY STREET TO SHAUL AVENUE
RECONSTRUCTION PROJECT

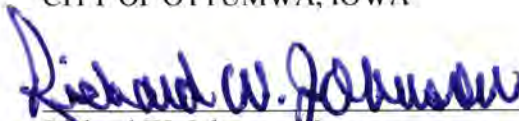
WHEREAS, JEO Consulting Group shall assist the City of Ottumwa with an evaluation and design of reconstructing Mary Street from Ferry Street to Shaul Avenue.

WHEREAS, Total lump sum contract amount is \$225,000.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Professional Services Agreement between JEO Consulting Group and the City of Ottumwa for the Mary Street from Ferry Street to Shaul Avenue Reconstruction Project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of November, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Ottumwa (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Mary Steet Reconstruction (“Project”).

JEO Project Number: 200709.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$225,000
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Richard W. Johnson

By: Richard W. Johnson

Title: Mayor

Date Signed: 11/15/2022

Address for giving notices:

City of Ottumwa

105 E. Third Street

Ottumwa, IA 52501

Engineer: JEO Consulting Group, Inc.

Daniel Sturm

By: Daniel Sturm, P.E.

Title: Project Manager

Date Signed: 10/31/2022

Address for giving notices:

JEO Consulting Group, Inc.

724 Simon Ave

Carroll, IA 51401

Mary Street Improvements

Ottumwa, Iowa

PROJECT DESCRIPTION:

JEO Consulting Group (“Engineer”) shall assist the City of Ottumwa (“Owner”) with the design of Mary Street from Ferry Street to Shaul Avenue. The project will include full reconstruction of the street along with pavement widening for turn lanes to the Liberty Elementary School drives, storm sewer design including a drainage report, sanitary sewer design, watermain design, and sidewalk design meeting ADA requirements.

Design standards will follow the Iowa DOT design standards along with submittal requirements for a Federal Aid project. All documents will be submitted to the City for review prior to the dates set by the Iowa DOT in the Critical Path to Letting

The scope of the Project shall include the following tasks:

- Task 100 – Project Management and Meetings
- Task 200 – Field Data Collection (Survey)
- Task 300 – Preliminary Design Phase
- Task 400 – Check Plan Design Phase
- Task 500 – Final Design Phase
- Task 600 – Bidding and Negotiation Phase
- Task 700 – Construction Engineering

BASIC SCOPE OF SERVICES:

ALL SECTIONS – PROJECT MANAGEMENT

A. TASK 100 – PROJECT MANAGEMENT & ADMINISTRATION

- a. Provide project management oversight over all facets and phases of the project.
 - i. Provide oversight to ensure scope of services and schedule are met.
 - ii. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - iii. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
 - iv. Review billed hours by design team and prepare invoice statements for Owner.
- b. Meet with the Owner for one (1) Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm sewer improvement. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, and other pertinent information. It is anticipated that the kickoff meeting will be held at the City of Ottumwa and will also include a site visit to walk the site and review site conditions.
- c. Meet with the Owner for one (1) 30% Design Review Meeting. It is anticipated that this meeting will be held in JEO’s Ankeny office and will include the design team and

representatives from the City of Ottumwa. The 30% construction documents will be reviewed. Comments from the City of Ottumwa will be incorporated into future design submittals.

- d. Meet with the Owner for one (1) 60% Design Review Meeting/Plan in Hand. It is anticipated that this meeting will be held at the City of Ottumwa and will include a plan in hand site visit to review potential utility conflicts and to confirm site conditions. Comments from the City of Ottumwa will be incorporated into future design submittals.
- e. Meet with the Owner for one (1) 90% Design Review Meeting. It is anticipated that this meeting will be held in JEO's Ankeny office and will include the design team and representatives from the City of Ottumwa. The 90% construction documents will be reviewed. Comments from the City of Ottumwa will be incorporated into future design submittals.

B. TASK 200 – FIELD DATA COLLECTION (SURVEY)

- a. The JEO team will collect a design level topographic survey to be utilized as the basis of design and development of the construction documents. The limits of the survey are generally described as Mary St. from Ferry St. to Shaul Ave and would extend beyond the ROW for the pavement widening.
- b. Utilize survey grade GPS equipment and Robotic Total Station to provide a northing, easting, and elevation data of the corridor.
- c. The JEO team will schedule a utility locate and/or request for utility maps within the existing project areas and incorporate into drawings. Upon locating utilities based on provided information (field locates and provided maps) and incorporating the data into topographic survey, provide drawings to the respective utility companies/agencies for confirmation of location.

C. TASK 300 – PRELIMINARY DESIGN PROCESS

During this task, the design team will develop plans to a preliminary plan phase ready for submittal to the Iowa DOT thru TPMS. The JEO team will also review design alternatives for the proposed improvements and prepare a 30% plan set that illustrates the basis of the improvements to be made.

- a. Items included in this phase include:
 - a. Consult with the City to define and clarify project goals and objectives.
 - b. Perform preliminary field review of project corridors.
 - c. Review available data provided by City (i.e. original plans).
 - d. Perform detailed design and computations including horizontal and vertical alignment review.
 - e. Prepare preliminary storm sewer, sanitary sewer, and watermain alignments
 - f. Prepare and furnish Preliminary Plans and preliminary design phase documents to City.
 - g. Perform internal Quality Assurance/Quality Control review for the preliminary design phase plans and documents.
 - h. Meet with City to review preliminary design phase documents.
 - i. Prepare and submit opinion of probable construction costs to City.
 - j. Attend regular progress meetings during preliminary design phase.

Preliminary design is considered complete when documents are reviewed and approved by The Iowa DOT.

D. TASK 400 – CHECK PLAN DESIGN PROCESS

During the check plan design process all of the detail of the design including pavement design, storm sewer design, sanitary sewer design, watermain design, and sidewalk design will be incorporated into the plan set. Check Plan submittal will be 90% plans submitted to the Iowa DOT

- a. The JEO team will coordinate with utility companies/agencies to identify conflicts and to develop resolution.
- b. Revise designs based on previous comments received.
- a. Finalize details sheets for all items related to the installation of the proposed improvements.
 - a. Pavement elements
 - b. Storm sewer elements
 - c. Sanitary sewer elements
 - d. Watermain elements
 - e. Sidewalk elements
 - f. Staging elements
 - g. Erosion control elements
- b. Prepare construction phasing plan.
- c. Submit plans to utility companies/agencies for the purposes of utility coordination for construction as necessary.
- d. Facilitate and attend one (1) utility coordination meeting on the proposed improvement. It is anticipated that this meeting is held at the City of Ottumwa offices and may include a site visit as necessary.
- e. Within the Special Provisions and Supplementary Sections provide additional technical specifications as needed for the project.
- f. Develop a 90% plan and specification set.
- g. Prepare a 90% OPC.
- h. Conduct and internal 90% QA/QC review of the plan and specification set and OPC.

E. TASK 500 – DESIGN FINALIZATION PROCESS

The objective during this task is to finalize and sign and seal the plan and specification documents in preparation for bidding and negotiation.

- a. Revise designs based on previous comments received.
- b. Prepare Sanitary, Watermain, and NPDES construction permit applications to be submitted to the Iowa DNR
 - a. Owner shall be responsible for permit review fee.
- c. Submit the final drawing and accompanying files thru TPMS

F. TASK 600 – BIDDING AND NEGOTIATION PHASE SERVICES

Bidding will be completed by the Iowa DOT. JEO will provide the following as needed:

- a. Submittal of all required documents into TPMS for an Iowa DOT letting.
- b. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- c. Review bids received and make a written recommendation of award to the City and assist with the preparation of Contract Documents.

G. TASK 700 – CONSTRUCTION PHASE SERVICES

Construction administration and inspection will be completed by the City of Ottumwa. JEO will provide the following as needed:

- a. Conduct preconstruction conference
- b. Conduct and open house public meeting with the Owner and Contractor
- c. Review/approve shop drawing submittals
- d. Prepare necessary plan revisions
- e. Review unforeseen conditions as requested by City

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Flood plain hydraulic modeling.
- B. Environmental Assessment
- C. Geotechnical Services
- D. CCTV or inspection of existing infrastructure.
- E. Land acquisition services or easement negotiations.
- F. Payment of regulatory review and permitting fees.
- G. Preparation of grant or loan applications.
- H. Meetings with local business/property owners to discuss the projects.
- I. Attendance at any meetings not identified above.
- J. Any other item not outlined in the scope of services.
- K. Construction phase services other than outlined above.

PROJECT TIME FRAME:

- | | |
|-----------------------------------|-------------------|
| A. Notice to Proceed | November 2022 |
| B. Concept Statement Submittal | November 15, 2022 |
| C. Field Data Collection (Survey) | December 2022 |
| D. Preliminary Plan Submittal | May 16, 2023 |
| E. Check Plan Submittal | July 3, 2023 |
| F. Final Packet Submittal | August 15, 2023 |
| G. Letting Date | November 21, 2023 |

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

JEO Staff Hour Estimate												Exhibit B		
Project Name		Ottumwa Mary Street Reconstruction												
Project Number		200709												
Date		October 31, 2022												
Name		Sturm	Bestgen	Marburger	Bestgen	Riley	Marti	Maas	Borthers	Hedebrink				
Role		Project Manager	Lead Designer	QC	Drainage	Design	Survey	Survey	Survey	Admin	Video Insp.			
Task		Hours											Cost by Task	Cost by Group
1.00	Project Management													
	1.01	8	40							6		\$ 8,580.00	\$ 36,865.00	
	1.02	30	30									\$ 11,550.00		
	1.03		12									\$ 1,860.00		
	1.04	2	4									\$ 1,080.00		
	1.05	6	16									\$ 3,860.00		
	1.06	2	2									\$ 770.00		
	1.07	9	15									\$ 4,395.00		
	1.08	10	10									\$ 3,850.00		
	1.09	4										\$ 920.00		
2.00	Project Survey													
	2.01						36		10			\$ 6,260.00	\$ 22,480.00	
	2.02		4				80	40				\$ 16,220.00		
3.00	Preliminary Design													
	3.01	6	20			20						\$ 7,180.00		
	3.02	4	20			40						\$ 9,420.00		
	3.03	1	10			20						\$ 4,480.00		
	3.04	1	6			10						\$ 2,510.00		
	3.05	4	1		20	40						\$ 9,420.00		
	3.06		1			3						\$ 560.00		
	3.07	2	2			4						\$ 1,310.00		
	3.08	4	6			10						\$ 3,200.00		
	3.09	2			2	14						\$ 2,660.00		
	3.10	10	4			20						\$ 5,620.00		
	3.11	2		8								\$ 2,340.00		
4.00	Check Design													
	4.01		8			6						\$ 2,050.00		
	4.02	5	16			20						\$ 6,330.00		
	4.03		16			20						\$ 5,180.00		
	4.04		12			16						\$ 4,020.00		
	4.05	4			8	24						\$ 5,400.00		
	4.06		2			3						\$ 715.00		
	4.07		4			8						\$ 1,700.00		
	4.08		10			21						\$ 4,385.00		
	4.09	2			2	14						\$ 2,660.00		
	4.10	4	16			40						\$ 8,800.00		
	4.11	4	10									\$ 2,470.00		
	4.12	4	10									\$ 2,470.00		
	4.13	4	10			20						\$ 5,170.00		
	4.14			8								\$ 2,340.00		
	4.15	2	6									\$ 2,310.00		
	4.16		12			24						\$ 5,100.00		
	4.17	4	30									\$ 5,570.00		
	4.18	2	12			30						\$ 6,370.00		
5.00	Final Design													
	5.01	2	2		12	12						\$ 4,250.00	\$ 28,815.00	
	5.02	2	2			6						\$ 1,580.00		
	5.03		4			12						\$ 2,240.00		
	5.04					8			2			\$ 1,360.00		
	5.05		8									\$ 1,240.00		
	5.06		12									\$ 1,860.00		
	5.07	2			4	16						\$ 3,240.00		
	5.08					16						\$ 2,160.00		
	5.09					16						\$ 2,160.00		
	5.10		4			6						\$ 1,430.00		
	5.11	4	15			30						\$ 7,295.00		
6.00	Bidding													
	6.01	1	2							8		\$ 1,260.00	\$ 3,260.00	
	6.02	2	2									\$ 770.00		
	6.03	4	2									\$ 1,230.00		
7.00	Construction Engineering													
	7.01	30										\$ 6,900.00	\$ 11,840.00	
	7.02	8	20									\$ 4,940.00		
Total Hours		203	449	16	48	549	116	40	12	14		1447	\$ 225,000.00	



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 15, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 270-2022 - A RESOLUTION APPROVING THE
FINAL PLAT OF CARROLL'S SEVENTH ADDITION IN THE CITY OF
OTTUMWA, WAPELLO COUNTY, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 270-2022.

DISCUSSION: The applicant is requesting approval of a 3.81-acre, four lot, contiguous area to be subdivided into four new lots. These lots would be sold to adjoining property owners with deed restrictions. The restricted deeds will ensure that all parcels have access to public rights-of-way. The parcels satisfy the minimum lot sizes for the zoning district.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The final version is in conformance with the requirements of Chapter 33, "Subdivisions." The Plan and Zoning Commission recommended adopting the final plat at it's November 7, 2022 meeting.

RESOLUTION NO. 270-2022

A RESOLUTION APPROVING THE FINAL PLAT OF CARROLL'S SEVENTH ADDITION IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, Carroll's Seventh Addition, City of Ottumwa, Wapello County, Iowa, is being described as follows, to-wit:

A part of the Southeast Quarter of Section Seven (7), Township Seventy-Two (72), Range Thirteen (13) West of the 5th P.M., in the City of Ottumwa, Wapello County, described as follows, to-wit: Commencing at a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section Seven (7) that is 971.69 feet East of the Southwest Corner of the said Northwest Quarter of the Southeast Quarter of Section Seven (7), said point also being 968.00 feet East of the East line of North Jefferson Street in the said City of Ottumwa, Iowa; thence South 0° 17' West a distance of 45.00 feet to the Northeast Corner of Lot Twenty-One (21) in Carroll's Third Addition to the said City of Ottumwa, Iowa, said point being the point of beginning of the tract of land herein described: thence continuing South 0° 17' West a distance of 150 feet to the Southeast Corner of said Lot Twenty-One (21) thence West along the South line of the said Carroll's Third Addition, a distance of 223.47 feet to the Southwest Corner of Lot Nineteen (19), in the said Carroll's Third Addition; thence South 26° 48' East along the Northeasterly right-of-way line of the public road as deeded to the said City of Ottumwa, Iowa, with the platting of said Carroll's Third Addition, a distance of 82.40 feet to the point of intersection with the Northeasterly line of the City of Ottumwa, Iowa property as found of record in Book 227, Page 509, in the office of the Recorder of Wapello County, Iowa; thence South 70° 32' East along the said Northeasterly line of the said City of Ottumwa, Iowa property, a distance of 103.34 feet; thence South 19° 28' West along the Southeasterly line of the said City of Ottumwa, Iowa property, a distance of 60.00 feet; thence North 70° 32' West along the Southwesterly line of the said City of Ottumwa, Iowa property, a distance of 120.00 feet; thence North 19° 28' East along the Northwesterly line of the said City of Ottumwa, Iowa property a distance of 7.46 feet to the point of intersection with the Southeasterly end of said public road as deeded to the City of Ottumwa, Iowa; thence South 63° 12' West along the said Southeasterly end of the public road a distance of 0.51 feet; thence North 26° 48' West along the Southwesterly line of the end of the right-of-way of the said public road, a distance of 131.95 feet to the Southeast Corner of Lot Eighteen (18), in the said Carroll's Third Addition; thence South 0° 17' West a distance of 150 feet; thence West on a line that is parallel with the South line of said Carroll's Third Addition, a distance of 217.54 feet; thence South 00° 13' West a distance of 70.67 feet; thence South 89° 47' East a distance of 102.56 feet to the Northwest Corner of the Lowell V. and Alma L. Langland property; thence continuing South 89° 47' East a distance of 400.00 feet to the Northeast Corner of the said Lowell V. and Alma L. Langland property; thence South 0° 7' East along the East line of the Lowell V. and Alma L. Langland property, a distance of 186.98 feet; thence South 89° 47' East a distance of 100.00 feet; thence North 00° 7' West a distance of 559.44 feet; thence West a distance of 102.94 feet to the point of beginning, containing 2.81 acres more or less and being subject to an easement to the City of Ottumwa, Iowa for sanitary sewer lines crossing the above-described tract of land as found of record in Book 230, Page 347 in the office of the Recorder, Wapello County, Iowa.

WHEREAS, the Ottumwa Planning and Zoning Commission recommended approval of the Carroll's Seventh Addition Final Plat at its November 7th, 2022 meeting; and

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

That the Final Plat known as Carroll's Seventh Addition, City of Ottumwa, Wapello County, Iowa, is hereby accepted, and the Mayor and the City Clerk are hereby authorized to sign the plat and attest to the same and certify a true copy of this Resolution to the County Recorder of Wapello County, Iowa, as provided by law and all other public officers as required by law.

Passed and adopted this 15th day of November 2022.

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Richard W. Johnson, Mayor

ATTEST:



Chris Reinhard

Chris Reinhard, City Clerk

HARRISON, MORELAND, WEBBER, & SIMPLOT, P.C.

Attorneys at Law
129 West Fourth Street
P.O. Box 250
OTTUMWA, IOWA 52501
TELEPHONE (641) 682-8326
FAX (641) 682-8329

JOHN R. WEBBER III
MICHAEL J. MORELAND
HEATHER M. SIMPLOT

JOHN N. MORELAND (RETIRED)
TIMOTHY J. MCKAY (1950-2015)
PATRICK F. CURRAN (RETIRED)

NATALIE DEREGNIER SIEREN
GAYLA R. HARRISON (OF COUNSEL)

WRITER'S DIRECT E-MAIL
jwebber@hmmw.com

August 16, 2022

Zach Simonson
City of Ottumwa
Planning & Zoning
105 E. Third St.
Ottumwa, IA 52501

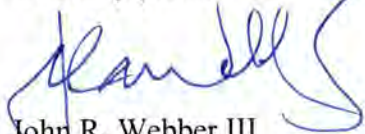
Re: Carroll's Seventh Addition

Dear Zach:

Enclosed please find the original Proprietor's Statement as well as the Preliminary Plat for Carroll's Seventh Addition. Please start the process to approve the Plat. We will provide you with the Restrictions prior to the final Plat being completed.

Please contact me should you have any questions. Thank you.

Sincerely yours,



John R. Webber III
JRW/sm
Enclosure
pc: Kevin Carroll

Prepared by & Return to: John R. Webber III, PO Box 250, Ottumwa, IA 52501 (641) 682-8326.

PROPRIETOR'S STATEMENT

Be it known that Kevin Carroll and Linda Carroll, husband and wife, state that they consent to the Subdivision of the following described property, located in the SE¼ of Section 7, Township 72 North, Range 13 West, in the City of Ottumwa, Wapello County, Iowa, to be known as **CARROLL'S SEVENTH ADDITION**, which plat has been prepared by Garden & Associates, LTD., registered land surveyors, and covering land described as follows, to-wit:

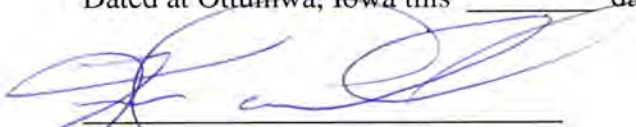
A part of the Southeast Quarter of Section Seven (7), Township Seventy-Two (72), Range Thirteen (13) West of the 5th P.M., in the City of Ottumwa, Wapello County, described as follows, to-wit: commencing at a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section Seven (7) that is 971.69 feet East of the Southwest Corner of the said Northwest Quarter of the Southeast Quarter of Section Seven (7), said point also being 968.00 feet East of the East line of North Jefferson Street in the said City of Ottumwa, Iowa; thence South 0° 17' West a distance of 45.00 feet to the Northeast Corner of Lot Twenty-One (21) in Carroll's Third Addition to the said City of Ottumwa, Iowa, said point being the point of beginning of the tract of land herein described: thence continuing South 0° 17' West a distance of 150 feet to the Southeast Corner of said Lot Twenty-One (21) thence West along the South line of the said Carroll's Third Addition, a distance of 223.47 feet to the Southwest Corner of Lot Nineteen (19), in the said Carroll's Third Addition; thence South 26° 48' East along the Northeasterly right-of-way line of the public road as deeded to the said City of Ottumwa, Iowa, with the platting of said Carroll's Third Addition, a distance of 82.40 feet to the point of intersection with the Northeasterly line of the City of Ottumwa, Iowa property as found of record in Book 227, Page 509, in the office of the Recorder of Wapello County, Iowa; thence South 70° 32' East along the said Northeasterly line of the said City of Ottumwa, Iowa property, a distance of 103.34 feet; thence South 19° 28' West along the Southeasterly line of the said City of Ottumwa, Iowa property, a distance of 60.00 feet; thence North 70° 32' West along the Southwesterly line of the said City of Ottumwa, Iowa property, a distance of 120.00 feet; thence North 19° 28' East along the Northwesterly line of the said City of Ottumwa, Iowa property a distance of 7.46 feet to the point of intersection with the Southeasterly end of said public road as deeded to the City of Ottumwa, Iowa; thence South 63° 12' West along the said Southeasterly end of the public road a distance of 0.51 feet; thence North 26° 48' West along the Southwesterly line of the end of the right-of-way of the said public road, a distance of 131.95 feet to the Southeast Corner of Lot Eighteen (18), in the said Carroll's Third Addition; thence South 0° 17' West a distance of 150 feet; thence West on a line that is parallel with the South line of said Carroll's Third Addition, a distance of 217.54 feet; thence South 00° 13' West a distance of 70.67 feet; thence South 89° 47' East a distance of 102.56 feet to the Northwest Corner of the Lowell V. and Alma L. Langland property; thence continuing South 89° 47' East a distance of 400.00 feet to the Northeast Corner of the said Lowell V. and Alma L. Langland property; thence South 0° 7' East along the East line of the Lowell V. and Alma L.

Langland property, a distance of 186.98 feet; thence South 89° 47' East a distance of 100.00 feet; thence North 00° 7' West a distance of 559.44 feet; thence West a distance of 102.94 feet to the point of beginning, containing 2.81 acres more or less and being subject to an easement to the City of Ottumwa, Iowa for sanitary sewer lines crossing the above-described tract of land as found of record in Book 230, Page 347 in the office of the Recorder, Wapello County, Iowa.

They further state that they are the owners of the real estate in fee simple, and that the subdivision of said real estate into lots as shown by the said plat is in accordance with their desire and direction and with their free and voluntary consent and for the purpose therein expressed.

This dedication is made to comply with Section 354.11(1) of the 2021 Code of Iowa.

Dated at Ottumwa, Iowa this _____ day of July, 2022.



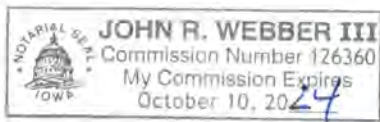
Kevin Carroll

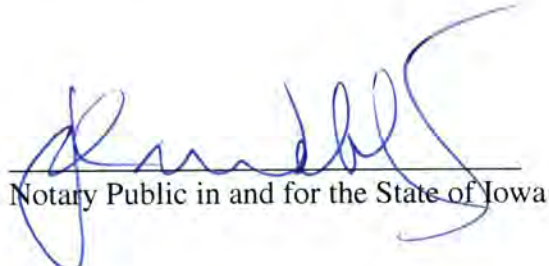


Linda Carroll

STATE OF IOWA, WAPELLO COUNTY, ss:

On this 8th day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Carroll and Linda Carroll, husband and wife, to me known to be the identical persons who executed the foregoing instrument and executed the same as their voluntary act and deed.





Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	SE 1/4, SECTION 7-72-13, OTTUMWA, IOWA
PROPRIETOR:	KEVIN & LINDA CARROLL
REQUESTED BY:	JOHN WEBBER
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

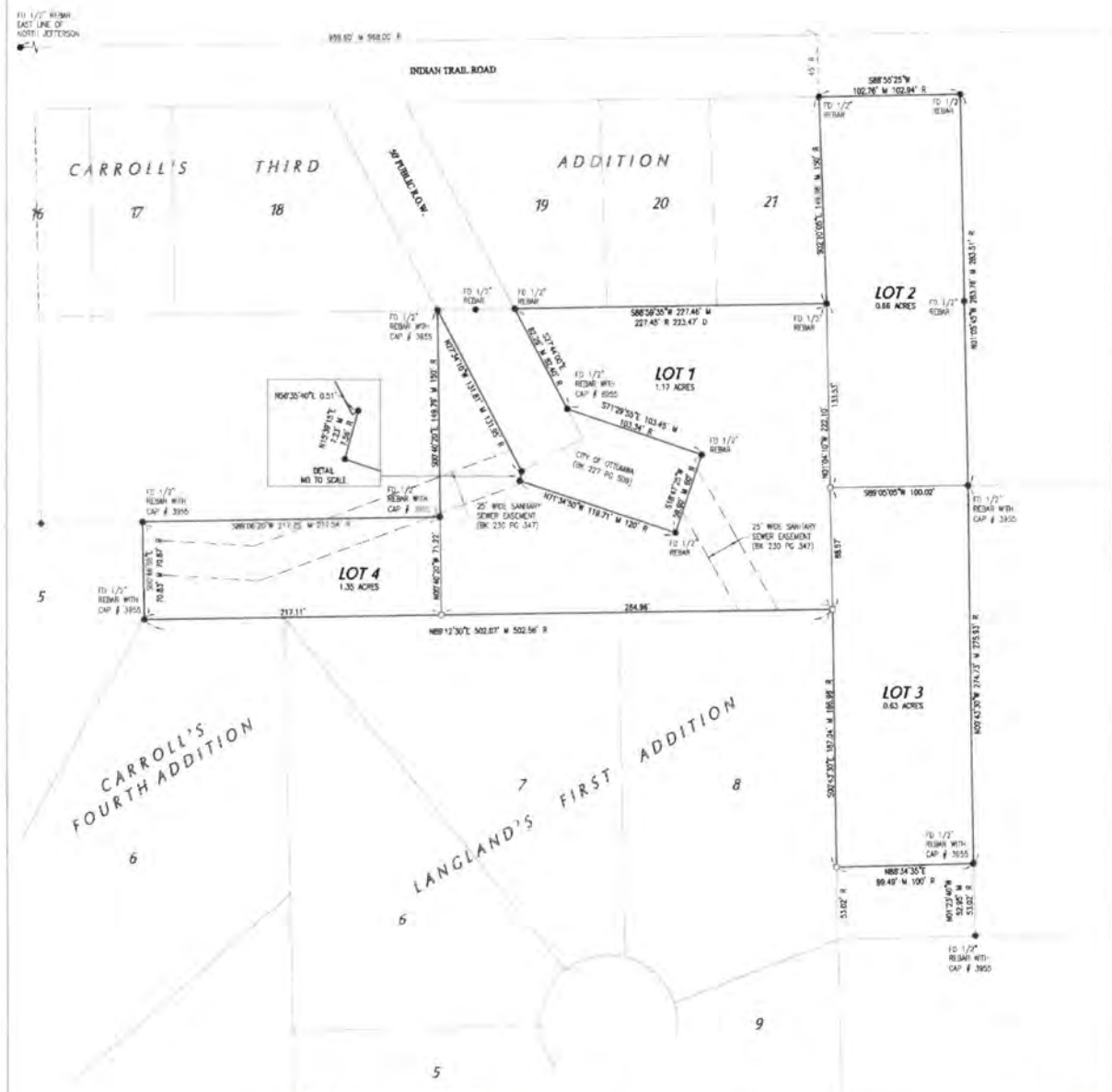


GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE

FINAL PLAT CARROLL'S SEVENTH ADDITION OTTUMWA, IOWA



LEGEND

- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR PLS #19960)

0 40 80

DATE OF FIELDWORK: JANUARY 2022
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 11-11-22
Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 2



SHEET 1 OF 2

CARROLL'S SEVENTH ADDITION SE 1/4 SECTION 7-72-13 OTTUMWA, IOWA		
DATE: 11-11-22	DRN. TRH	APP.
F.L.D.BK.	PROJ.NO. 6021459	



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

FINAL PLAT CARROLL'S SEVENTH ADDITION OTTUMWA, IOWA

MISCELLANEOUS INFORMATION

ENGINEER AND SURVEYOR:

GARDEN AND ASSOCIATES, LTD.
1701 3RD AVE. EAST SUITE 1
P.O. BOX 451
OSKALOOSA, IOWA 52577

OWNER AND DEVELOPER:

KEVIN & LINDA CARROLL
14435 413TH STREET
MELROSE, IOWA 52569

ZONING:

R1-50 FT. WIDTH: SINGLE-FAMILY LOW-DENSITY DISTRICT

MINIMUM LOT REQUIREMENTS:

MINIMUM WIDTH - 50 FEET
MINIMUM AREA - 6,000 SF

BUILDING SETBACK REQUIREMENTS:

R1-50 CLASSIFICATION

FRONT YARD 20 FEET
SIDE YARD 4 FEET
STREET SIDE YARD 15 FEET
REAR YARD 25 FEET

TOTAL AREA OF DEVELOPMENT: 3.81 ACRES

PARCEL NUMBER: 007411550102000

LEGAL DESCRIPTION:

A part of the SE 1/4 of Section 7, Township 72, Range 13 West of the 5th P.M., in the City of Ottumwa, Wapello County, described as follows, to-wit: Commencing at a point on the South line of the NW 1/4 of the NE 1/4 of said Section 7 that is 971.69 feet East of the Southwest corner of the said NW 1/4 of the SE 1/4 of Section 7, said point also being 968.00 feet East of the East line of N. Jefferson Street in the said City of Ottumwa, Iowa; thence South 00°17' West a distance of 45.00 feet to the Northeast corner of Lot 21, in Carroll's Third Addition to the said City of Ottumwa, Iowa, said point also being the point of beginning of the tract of land herein described; thence continuing South 00°17' West a distance of 150.00 feet to the SE corner of said Lot 21 thence West along the South line of the said Carroll's Third Addition, a distance of 223.47 feet to the SW corner of Lot 19, in the said Carroll's Third Addition; thence South 26°48' East along the Northeasterly right of way line of the Public Road as deeded to the said City of Ottumwa, Iowa with the platting of said Carroll's Third Addition, a distance of 82.40 feet to the point of intersection with the Northeasterly line of the City of Ottumwa, Iowa property as found of record in Book 227, Page 509, in the Office of the Recorder, Wapello County, Iowa; thence South 70°32' East along the said Northeasterly line of the said City of Ottumwa, Iowa property, a distance of 103.34 feet; thence South 19°28' West along the Southeasterly line of the said City of Ottumwa, Iowa property, a distance of 60.00 feet; thence North 70°32' West along the Southwesterly line of the said City of Ottumwa, Iowa property, a distance of 120.00 feet; thence North 19°28' East along the Northwesterly line of the said City of Ottumwa, Iowa property, a distance of 7.46 feet to the point of intersection with the Southeasterly end of the said Public Road as deeded to the City of Ottumwa, Iowa; thence South 63°12' West along the said Southeasterly end of the Public Road, a distance of 0.51 feet; thence North 26°48' West along the Southwesterly line of the right of way of the said Public Road, a distance of 131.95 feet to the Southeast corner of Lot 18, in the said Carroll's Third Addition; thence South 00°17' West, a distance of 150.00 feet; thence West on a line that is parallel with the South line of said Carroll's Third Addition, a distance of 217.54 feet; thence South 00°13' West, a distance of 70.67 feet; thence South 89°47' East a distance of 102.56 feet to the Northwest corner of the Lowell V. and Alma L. Langland property; thence continuing South 89°47' East a distance of 400.00 feet to the Northeast corner of the said Lowell V. and Alma L. Langland property; thence South 00°07' East along the East line of the Lowell V. and Alma L. Langland property, a distance of 186.98 feet; thence South 89°47' East a distance of 100.00 feet; thence North 00°07' West a distance of 559.44 feet; thence West a distance of 102.94 feet to the point of beginning, containing 2.81 Acres more or less and being subject to an Easement to the City of Ottumwa, Iowa for Sanitary Sewer Lines crossing the above described tract of land as found of Record in Book 230, Page 347, in the Office of the Recorder, Wapello County, Iowa.

CITY OF OTTUMWA PLANNING AND ZONING _____ DATE _____

CITY OF OTTUMWA ENGINEERING _____ DATE _____

OTTUMWA CITY COUNCIL _____ DATE _____

WAPELLO COUNTY AUDITOR _____ DATE _____

SHEET 2 OF 2

CARROLL'S SEVENTH ADDITION
SE 1/4 SECTION 7-72-13
OTTUMWA, IOWA

DATE: 11-11-22 DRN. TRH APP.
FLD.BK. PROJ.NO. 6021459

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 15, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 271-2022 - a resolution approving a one-time retention bonus for eligible employees.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 271-2022

DISCUSSION:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: Yes

City staff has identified a priority of using ARPA funds for a retention bonus for staff. Our employees continued to work through the pandemic and remained dedicated to serving our citizens.

In January 2022, inflationary costs posted it's biggest 12-month increase since 1982. Since January, we have seen a number of employees find employment elsewhere due to pay. 28.5% of our open positions have been due to employees finding other employment with higher pay and the internal transfers those generate.

We are averaging 3 applications for each open position. We are currently averaging 100 days to fill an open position (this is less than the local government average of 131 days nationwide). With the number of positions that are open, our staff is overworked. They are having to work overtime or simply not get projects completed because we do not have the manpower to complete them.

We have started our Wage and Benefit Study but we do not anticipate having those results back until February. That study will tell us what pay ranges we need to be at. In the meantime, we are still receiving feedback that our wages are low. In a good-faith effort to our employees who have stayed with us, we would like to provide a bonus to them.

Funding for this will come from the ARPA funds. Total payout (including all taxes / costs) currently is approximately \$400,000. This may fluctuate based on staffing levels during the time frame for each payment.

Current Full-time employees will be eligible for four (4) - \$500 payments. Current Part-time employees budgeted 20 hours per week during the time frame will be eligible for four (4) - \$250 payments.

Time frames used to determine payment:

- 1) Employed by 12/31/2021
- 2) Employed by 06/30/2022
- 3) Employed by 12/31/2022
- 4) Employed by 06/30/2023

Employees will be paid on 12/2/2022 for the first two time frames. Payment for time frame 3 will be made on 01/06/2023. Payment for time frame 4 will be made on 07/07/2023.

RESOLUTION NO. 271-2022

RESOLUTION APPROVE ONE-TIME RETENTION BONUS FOR EMPLOYEES

WHEREAS, the City of Ottumwa, Iowa will use incoming funds given to the City of Ottumwa under the American Rescue Plan Act to offer a retention bonus to employees through specific timeframes of the pandemic.; and

WHEREAS, The City of Ottumwa will offer up to four (4) - \$500 payments to regular full-time employees and up to four (4) - \$250 payments to regular part-time employees budgeted 20 hours per week; and

WHEREAS, employees will qualify for the payouts according to the following schedule

- Employed by 12/31/2021
- Employed by 06/30/2022
- Employed by 12/31/2022
- Employed by 06/30/2023

WHEREAS, employees that stay employed during the entire timeframe will receive four payments of \$500 (for full-time) or \$250 (for regular part-time budgeted 20 hours per week); and

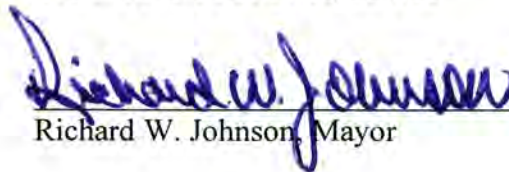
WHEREAS, payment for the first two timeframes will take place on 12/02/2022, payment for the third timeframe will take place on 01/06/2023, payment for the fourth timeframe will take place on 07/07/2023; and

WHEREAS, this payout is an appropriate use of funds allocated under the American Rescue Plan Act

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, authorized funds received from the American Rescue Plan Act be used to fulfill this one-time retention bonus.

PASSED, ADOPTED and APPROVED this 15th day of November 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 15, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 272 - 2022 - a resolution approving staffing restructure at the Ottumwa Regional Airport

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 272 - 2022

DISCUSSION:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: Yes

With the current duties at the airport and looking at future business and expansion, we would restructure the management of the Ottumwa Regional Airport.

The position of the Airport Facilities Manager would become unauthorized. We would then authorize and fund the position of Aviation Services Supervisor. This would be an exempt position with a salary of \$83,262 per year.

This aligns more with the roles and responsibilities that are currently being done at the Airport. We have two current employees that this would affect but they would both transition into these new roles. There would be no staff interruptions.

This would also allow for future expansion of flight services as well as maintenance services. We are currently at capacity in those areas.

This change would cost approximately \$20,000 this current year. As salaries change, this number may increase each year but it will be minimal. This amount should be made up based upon the recent changes in contract negotiations, fuel sales and day-to-day activities that are happening at the airport.

RESOLUTION NO. 272-2022

RESOLUTION TO APPROVE AIRPORT STAFFING RESTRUCTURE

WHEREAS, the City of Ottumwa, Iowa had approved and authorized staffing at the Ottumwa Regional Airport as an Airport Facilities Manager on August 17, 2021 to manage the day to day under the Director of Airport Operations; and

WHEREAS, staff for the City of Ottumwa has reviewed the job description for the Airport Facilities Manager and the current management structure at the Airport and determined the current structure and job responsibilities does not meet the short and long term care for operational needs for the employer, and;

WHEREAS, staff has drafted an updated Organizational Chart and to meet the needs of the employer and finds that approval of said structure and job descriptions, as revised, would be in the best interest of the City and the employees of the City, and;

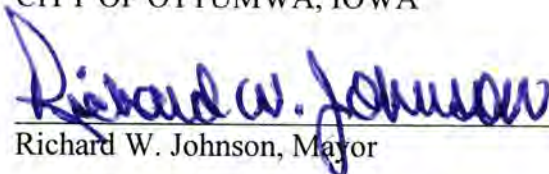
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the Airport Facilities Manager position is unauthorized with an effective date of November 15, 2022, and;

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Aviation Services Supervisor position is now authorized and funded with an effective date of November 15, 2022, and;

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED, ADOPTED and APPROVED this 15th day of November 2022.

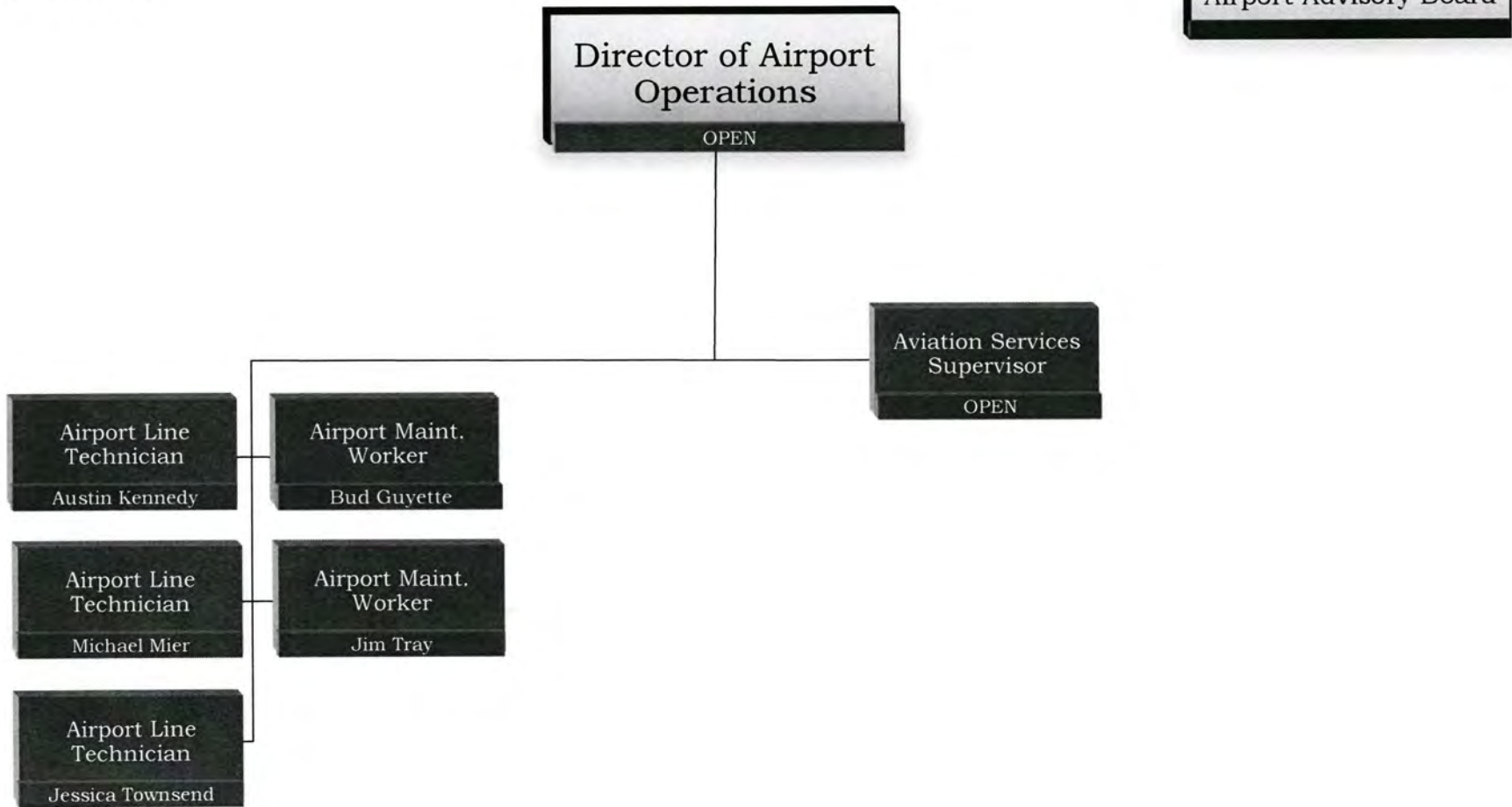
CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

AIRPORT





Aviation Services Supervisor

Civil Service: No

Classification: Exempt

Department: Airport

Department # 280

Reports To: Director of Airport Operations

Last Updated: September 2022

I. Summary of Position

The Aviation Services Supervisor at the Ottumwa Regional Airport is a full-time, Exempt position reporting directly to the Director of Airport Operations.

The Aviation Services Supervisor will perform schedule maintenance and repair work on aircraft machinery, ensuring aircraft airframes and engines are maintained within Federal Aviation Administration (FAA) standards. The Aviation Services Supervisor will also be the Chief Flight Instructor and be responsible for all flight training.

II. Duties and Responsibilities

a. *Core Duties and Responsibilities – The following duties are the primary in this position but do not compose an exclusive or all-encompassing list of duties. Other duties may be assigned or required to accomplish the main goals of this position.*

- Perform maintenance work, testing, quality control work on all maintenance requests
- Keep records as required by Federal Aviation Regulations (FARs), manufacturers and company policies
- Planning, coordinating and directing the all technicians assigned to them in the performance of maintenance and alterations on the aircraft and components
- Maintaining an open line of communication with the customer to ensure all relevant information is provided to the customer as it relates to the successful completion of the work scope on the aircraft or component
- The planning, direction, and coordination of activities within the Maintenance Department and the planning of its activities in conjunction with other departments as required.
- Establish safety standards and ensuring adequate safety precautions are observed and adhered to.
- Identifying, controlling, segregating, and maintaining all precision tools and test equipment to a serviceable or unserviceable category
- Ensure that all personnel under their supervision perform quality work.
- Ensure all applicable maintenance entries on maintenance forms, Work Orders, and Inspection forms used by the Repair Station are properly executed and completed in accordance with the procedures of the Repair Station/Quality Control Manual's by the responsible lead technician, before an aircraft is submitted for final inspection to a Quality Control Inspector.
- Conduct flight instruction
- Maintain all FAA requirements of a Chief Flight Instructor

- Monitor compliance with local, state and federal regulations, accreditation standards, and audits
- Maintain oversight of all Part 61 flight instruction

b. Additional Duties and Responsibilities – The following tasks are necessary for operations, but may be shared with or performed by other staff members. The listed duties do not compose an exclusive or all-encompassing list of additional duties. Other duties may be assigned or required to accomplish the main goals of this position.

- Assist in fueling and moving aircraft
- Operating ground support equipment (fuel pumps, fuel trucks, tractor, etc.)
- Other duties as assigned

III. **Qualifications** – *The ability to perform the Core and Additional Duties listed above and:*

a. Education / Training / Certifications

- Bachelor’s degree in aviation or aviation related field preferred.
- Licenses required to be designated as Instructor
- Knowledge and understanding of FAR Part 61 requirements
- Minimum of 250 hours instructing in aircraft strongly preferred.
- 5-10 years of experience as an aircraft mechanic required

b. Skills

• **Language Skills**

- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to advise and provide interpretation to others how to apply policies, procedures and standards to specific situations.
- Ability to communicate orally and in writing with department personnel, utility company personnel, contractors, other City departments, vendor representatives and the general public.
- Ability to read, analyze and interpret a variety of advisory data and information such as general business periodicals, professional journals, technical procedures, financial data, engineering or governmental regulations, budget expense and revenue reports, registration forms, schedules, press releases, brochures, flyers, payroll information, computer software operating manuals, equipment operating manuals, procedures, guidelines and non-routine correspondence.

• **Mathematical Skills**

- Ability to calculate percentages, fractions, decimals and ratios.
- Ability to read, understand, and calculate financial statements, ratios, proportions and percentages; Ability to read, understand and calculate engineering data, including basic concepts of algebra, geometry, and trigonometry; Ability to summarize and simplify complex technical information.

- Ability to define problems, collect data, establish facts and draw valid conclusions; Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables; Ability to analyze and process information quickly and accurately.

c. Competencies

- Active Listening - Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Oral Communication - Listens and gets clarification; Responds well to questions; Participates in meetings. Talks to others to convey information effectively.
- Written Communication - Writes clearly and informatively; Able to read and interpret written information.
- Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Completes tasks on time or notifies appropriate person with an alternate plan.
- Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.
- Judgment - Includes appropriate people in decision-making process.
- Motivation - Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.
- Planning/Organizing - Uses time efficiently; sets goals and objectives.
- Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
- Attendance / Punctuality – is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

d. Physical Abilities

- Ability to move airplanes and fuel hoses on a regular basis
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring constant use of physical strength and stamina.
- Ability to sustain prolonged visual and mental concentration. The employee is frequently required to talk and hear.
- The employee must regularly lift and /or move up to 75 pounds.
- Ability to wear common protective or safety equipment such as safety shoes, glasses, gloves, hearing protection and / or hard hats.

IV. Typical Work Environment -*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.*

A typical workday may involve exposure to disagreeable elements, including sounds or noise levels that are distracting or uncomfortable and contaminants or hazardous equipment. While performing the duties of this job, the employee frequently works near moving mechanical parts. The employee may work in high, precarious places and in outside weather conditions and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration.

The City of Ottumwa is an Equal Opportunity Employer. In compliance with applicable state and federal law, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the City.

I have read the job description and can perform the essential functions of the job either with or without a reasonable accommodation.

Candidate Signature

Date

**CITY OF OTTUMWA
Staff Summary**

**** ACTION ITEM ****

Council Meeting of : Nov 15, 2022

Zach Simonson

Prepared By

Zach Simonson

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 273-2022: A RESOLUTION APPROVING CHANGE ORDER 1 TO THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF 153 S FELLOWS.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 273-2022,

DISCUSSION: After work began on this contractor, the contractor identified duct wrap material suspected to contain asbestos. Testing confirmed the material contains asbestos. The material is found throughout the house and significantly increases the amount of abatement required. The contractor has proposed Change Order 1 which increases the contract sum by \$6,680.00. The new contract sum including the change order will be \$37,980.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 273-2022

A RESOLUTION APPROVING CHANGE ORDER 1 TO THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF 153 S FELLOWS

WHEREAS, the City Council of the City of Ottumwa entered into a contract with Weston McKee on October 4, 2022; and

WHEREAS, Change Order #1 adds removal of asbestos duct wrap to the contract for asbestos abatement and demolition of 153 S Fellows; and

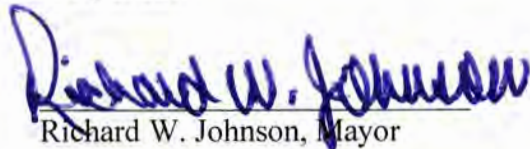
WHEREAS, Change Order #1 increases the contract sum by \$6,680.00; and

WHEREAS, the new contract sum including the change order will be \$18,980.00 for asbestos abatement, \$19,000.00 for demolition for a total of \$37,980.00;

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 15th day of November, 2022.


Richard W. Johnson, Mayor

ATTEST:


City Clerk



CONSTRUCTION PROPOSAL

McKee 2953 Glasgow Rd Fairfield IA 52556
Construction and
641-226-4412 westonmckee@yahoo.com

CUSTOMER
The City of Ottumwa

ESTIMATE NO
1

DATE
11/9/2022

ADDRESS
153 S Fellows

CITY/STATE/ZIP
Ottumwa IA 52501

PHONE
641-799-3916

E-MAIL

SALESPERSON
Enter Salesperson in this cell

PROJECT
Abatement

PREPARED BY:
Weston McKee

ATTENTION

PAYMENT TERMS
paid up front as down payment, remanded do within 44 days of a

DUE DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
130	Remove asbestos duct wrap Paper form basment and inside wall	\$36.00	\$4,680.00
	Demolition		\$1,000.00
	Mobilization		\$600.00
	Time and trailer for desposal		\$400.00

SUBTOTAL	\$6,680.00
TAX RATE	
SALES TAX	\$0.00
OTHER	
TOTAL	\$6,680.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

This is a change order for 153 S Fellows. Further delays make the this process and the house demolition of the house more difficulte with the likelihood of inclement weather.

Sign Below to Accept Quote:

Weston McKee

Authorized Rep

11/9/2022

Date