

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

SPECIAL MEETING NO. 10
Council Chambers, City Hall

March 26, 2019
4:30 O'Clock P.M.

ROLL CALL: Council Member Roe, Stevens, Streeby, Berg, Dalbey, and Mayor Lazio.

APPROVAL OF THE AGENDA

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.)

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

1. Resolution #60-2019 to accept a Grant Offer from the Iowa Department of Agriculture & Land Stewardship (IDALS) in the amount of \$55,000.00 for the Streetscape Project.

RECOMMENDATION: Pass and adopt Resolution No. 60-2019.

2. Approve Salvage Dealer Licenses, for Alter Metal Recycling, 404 N. Forest Ave.; Hill's Garage, 1002 Harvey; KARZ Salvage LLC, 430 N. Forest Ave.; and Rosenman's Inc., 902 E. Main St.

RECOMMENDATION: Approve above Salvage Dealer Licenses.

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.

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 OTTUMWA

STAFF SUMMARY

Council Meeting of: March 26, 2019

ITEM NO. _____

Joni Keith

Prepared By



Administration
Department

Andy Morris

Department Head

AGENDA TITLE: Approve Resolution #60-2019 to accept a Grant Offer from the Iowa Department of Agriculture & Land Stewardship (IDALS) in the amount of \$55,000 for the Streetscape Project.

PURPOSE: Is to seek City Council approval of the Acceptance of the Grant and authorize the Mayor to sign on behalf of the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution #60-2019.

DISCUSSION: This is a \$55,000 IDALS grant to be used for the Ottumwa Main Street Sustainable Infrastructure Streetscape Project that will commence this summer. This grant will be used for the installation of permeable pavers and bio-retention cells as part of the State's Urban Conservation programs. Attached is a copy of the Grant Agreement.

RESOLUTION #-60-2019

**RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN
THE CITY OF OTTUMWA AND THE IOWA DEPARTMENT OF AGRICULTURE &
LAND STEWARDSHIP (IDALS) FOR THE STREETScape PROJECT.**

WHEREAS, the City of Ottumwa, Iowa desires to promote sustainable infrastructure and urban conservation; and

WHEREAS, the Iowa Department of Agriculture & Land Stewardship has awarded a \$55,000 grant to the City of Ottumwa for the installation of permeable pavers and bio-retention cells for the City's Main Street project that commences this summer; and

WHEREAS, the City wishes to enter into an IDALS Grant Agreement awarding the sum of \$55,000 to the City for the Streetscape Project.

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

That the proposed Grant Agreement with the Department of Agriculture & Land Stewardship (IDALS) is hereby approved.

That Mayor Tom X. Lazio is hereby authorized to sign said Grant Agreement on behalf of the City of Ottumwa, Iowa.

PASSED AND ADOPTED this 26th day of March, 2019.

City of Ottumwa, Iowa

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 1. PROJECT

"Project" means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than June 30, 2020. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as

presented in Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. Neither the contractor, its employees, agents, or any subcontractors performing work or services for the contractor are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for

approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$55,000.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered

by IDALS staff.

- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.

- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 4.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.3 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.4 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.5 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.6 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.7 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

11.8 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.9 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.10 INTEGRATION. This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

FOR GRANTEE:

City of Ottumwa

Signature

Print Name/Title

_____/_____
Date

FOR IDALS:

Julie Kenney, Deputy Secretary of Agriculture

_____/_____
Date

CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

Council Meeting of: March 26 2019

Jake Rusch

Prepared by

JR

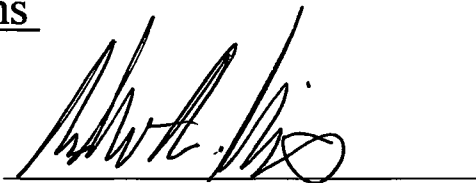
Health & Inspections

Department

Kevin Flanagan

Department Head

KF



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Alter Metal Recycling 404 N Forest.

RECOMMENDATION: Approve the Salvage Dealers License for Alter Metal Recycling, 404 N Forest Ave.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 19, 2019, staff recommends approving the license. Attached is a copy of the application.



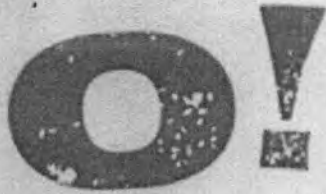
[CITY OF]
O T T U M W A

MEMORANDUM

DATE: March 18, 2019
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office *SJ*
SUBJECT: Salvage Dealer License – Alter Metal Recycling

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

As designee, please review the premises for compliance and make a recommendation for the Council's consideration for approval or denial.



[CITY OF]
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

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

Business Title: Alter Metal Recycling

Business Address: 404 N Forest

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

Type of material bought and sold or processed:
Nonferrous and Ferrous scrap metal including appliances and vehicles

Legal description of area to be licensed:
See Attachment 1

Attach a plat of the proposed area to be licensed. See Attachment 2

Type, source, and expected volume or weight of materials to be handled per day, week, year:
40 Gross Tons / day, 200 Gross tons per week, and 9600 Gross tons per year of ferrous and nonferrous derived from households, peddlers and industrial accounts

Give a detailed description of the process and disposal methods to be used:
Scrap metal is to be weighed on either a truck scales or platform scale then unloaded indoors according to grade, sorted material is to be loaded indoors into trucks and shipped

List the equipment to be used, its design, capacities, and expected loads:
Aljon Baler and trucks, 2-3 per day

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.
See Attachment 3

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 18 day of March, 2018

Signature of Applicant

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

Date filed: _____

Date submitted to Council: _____

License No.: _____

Receipt No.: _____



Fidelity National Title[®]

Insurance Company

SCHEDULE A - continued

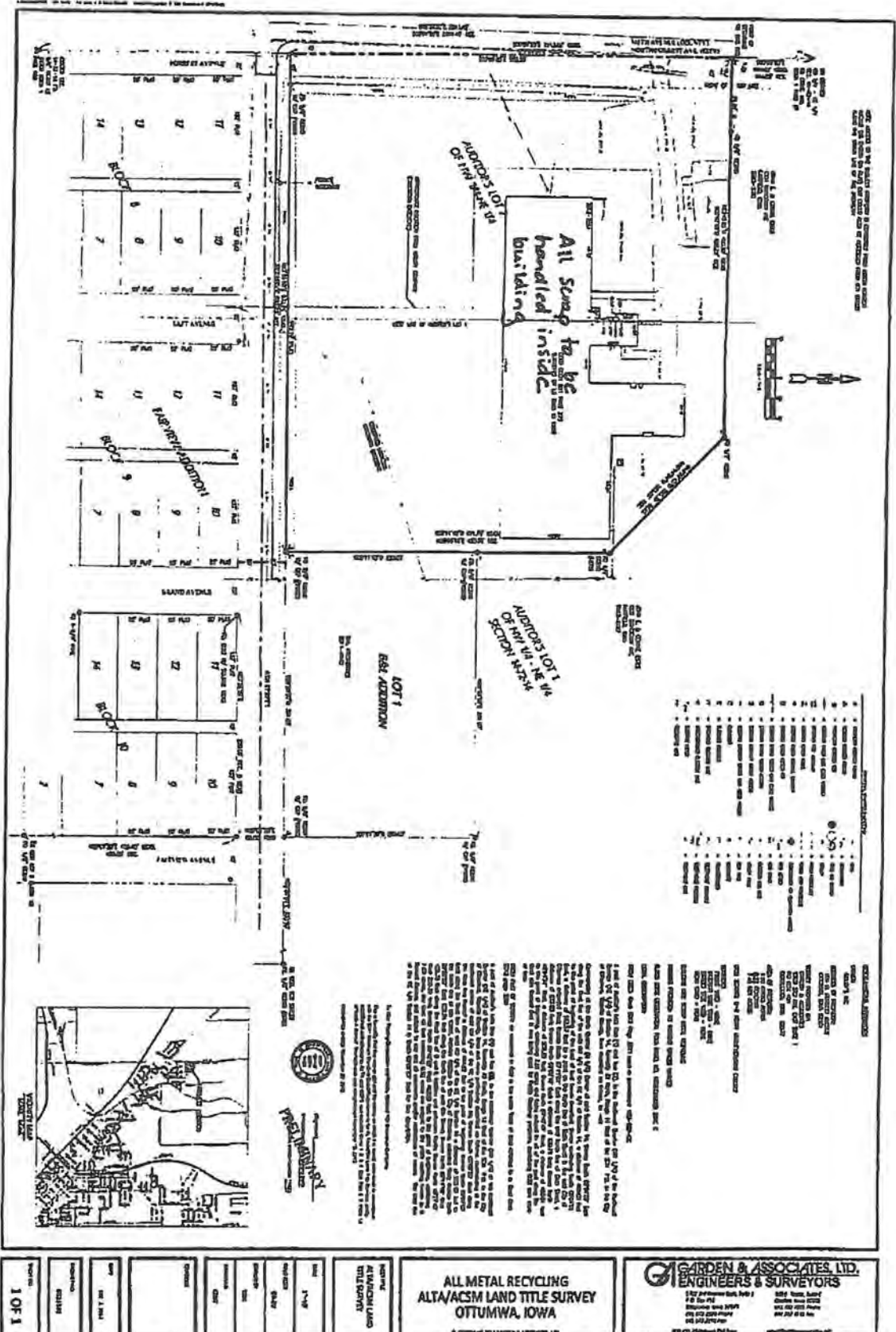
Case No. N90-589-OC

4. **LEGAL DESCRIPTION**

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

Commencing at the North Quarter (N 1/4) Corner of said Section 14; thence South 00° 04' 09" East along the West line of the said NW 1/4 of the NE 1/4 of Section 14, a distance of 444.03 feet to the point of beginning of the tract of land herein described; thence continuing South 00° 04' 09" East, a distance of 568.97 feet to a point on the North line of Sixth Street in the said City of Ottumwa extended West; thence North 89° 41' 01" East along the said North line of Sixth Street, a distance of 632.83 feet; thence North 00° 06' 16" East a distance of 420.79 feet; thence North 45° 14' 24" West, a distance of 205.28 feet; thence North 89° 40' 49" West, a distance of 488.01 feet to the point of beginning, subject to all of the part along the West side thereof that is now being used for Public Roadway purposes.

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



LEGEND

1	Survey Boundary	11	Right of Way
2	Survey Boundary	12	Right of Way
3	Survey Boundary	13	Right of Way
4	Survey Boundary	14	Right of Way
5	Survey Boundary	15	Right of Way
6	Survey Boundary	16	Right of Way
7	Survey Boundary	17	Right of Way
8	Survey Boundary	18	Right of Way
9	Survey Boundary	19	Right of Way
10	Survey Boundary	20	Right of Way

EXPLANATORY NOTES

1. All bearings and distances are as shown on the plan.

2. All bearings are true bearings.

3. All distances are in feet and inches.

4. All corners are marked with iron pins or other permanent monuments.

5. All lines are as shown on the plan.

6. All areas are in acres and square feet.

7. All bearings and distances are as shown on the plan.

8. All bearings are true bearings.

9. All distances are in feet and inches.

10. All corners are marked with iron pins or other permanent monuments.

11. All lines are as shown on the plan.

12. All areas are in acres and square feet.

13. All bearings and distances are as shown on the plan.

14. All bearings are true bearings.

15. All distances are in feet and inches.

16. All corners are marked with iron pins or other permanent monuments.

17. All lines are as shown on the plan.

18. All areas are in acres and square feet.

19. All bearings and distances are as shown on the plan.

20. All bearings are true bearings.

21. All distances are in feet and inches.

22. All corners are marked with iron pins or other permanent monuments.

23. All lines are as shown on the plan.

24. All areas are in acres and square feet.

25. All bearings and distances are as shown on the plan.

26. All bearings are true bearings.

27. All distances are in feet and inches.

28. All corners are marked with iron pins or other permanent monuments.

29. All lines are as shown on the plan.

30. All areas are in acres and square feet.



<p>1 OF 1</p>	<p>ALL METAL RECYCLING ALTA/ACSM LAND TITLE SURVEY OTTUMWA, IOWA</p>	<p>GARDEN & ASSOCIATES, LTD. ENGINEERS & SURVEYORS</p> <p>1127 Polk Avenue, Suite 200 Ottumwa, Iowa 52501 Phone: 319.247.1111 Fax: 319.247.1112 www.gardenandassociates.com</p>
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SALVAGE DEALER LICENSE CONTINGENCY PLAN

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

Equipment Breakdowns/Maintenance Downtime

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

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

Equipment Fires

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

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

Disposal of Wastes

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

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

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



Sales Receipt

Date	Sale No.
3/18/2019	81212

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

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
	Visa	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1001 - 2019-20 Salvage Dealer License CC \$100 + 2 fee (\$102)	0.00

Total	\$0.00
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[CITY OF]
OTTUMWA

Invoice

Date	Invoice #
2/1/2019	1001 CC

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

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

P.O. No.	Terms	Project
	Net 30	


Item	Description	Amount
001-000-4165 (Salv)	Salvage Dealer License - 2019-2020 Please complete attached application and return with payment. All licenses expire 3/31/19 In order for premises to be inspected for compliance and submitted to Council for approval application must be returned by 3/1/19	100.00
Total		\$100.00

CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

Council Meeting of: March 26, 2019

Zach Simonson 
Prepared by

Health & Inspections
Department

Kevin Flanagan 
Department Head


City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Hill's Garage, 1002 Harvey.

RECOMMENDATION: Approve the Salvage Dealers License for Hill's Garage, 1002 Harvey

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 19, 2019, staff recommends approving the license. Attached is a copy of the application.



| CITY OF |
O T T U M W A

MEMORANDUM

DATE: March 18, 2019
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office *SW*
SUBJECT: Salvage Dealer License – Hill's Garage

Attached you will find an application for a Salvage Dealer License from Hill's Garage,
1448 S. Milner St.

As designee, please review the premises for compliance and make a recommendation for
the Council's consideration for approval or denial.



CITY OF
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Freddie Hill Sr. + Joyce Hill
Address of Salvage Dealer: 1445 S Milver ST
Telephone Number of Salvage Dealer: 641-980-9102

Business Title: Hill Junk yard

Business Address: 1002 Harvey ST Ottumwa, Iowa

Individual Responsible for Operation of said Business if other than Salvage Dealer:

Name: _____
Address: _____
Telephone Number: _____

Type of material bought and sold or processed:
Car, Truck motorcycle, Farm machinery, steel, copper
Brass, Tool

Legal description of area to be licensed: lot 22, 23, 24, 25, 26
lot 34, 35, 36

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:

taking auto a part off, recycling donot know for
Farmachinery
Give a detailed description of the process and disposal methods to be used: Recycling Fluid

List the equipment to be used, its design, capacities, and expected loads:

Tractor Tilt Bed Truck, loader all Fluid Recycle

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 18 day of march, 2019

Freddie Hill
Signature of Applicant

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

Date filed: 3/18/19

Date submitted to Council: _____

License No.: _____

Receipt No.: 81209

Hill used Auto parts & Junkyard
1002 Harvey St
Ottumwa, Iowa
52501

Contingence Plan

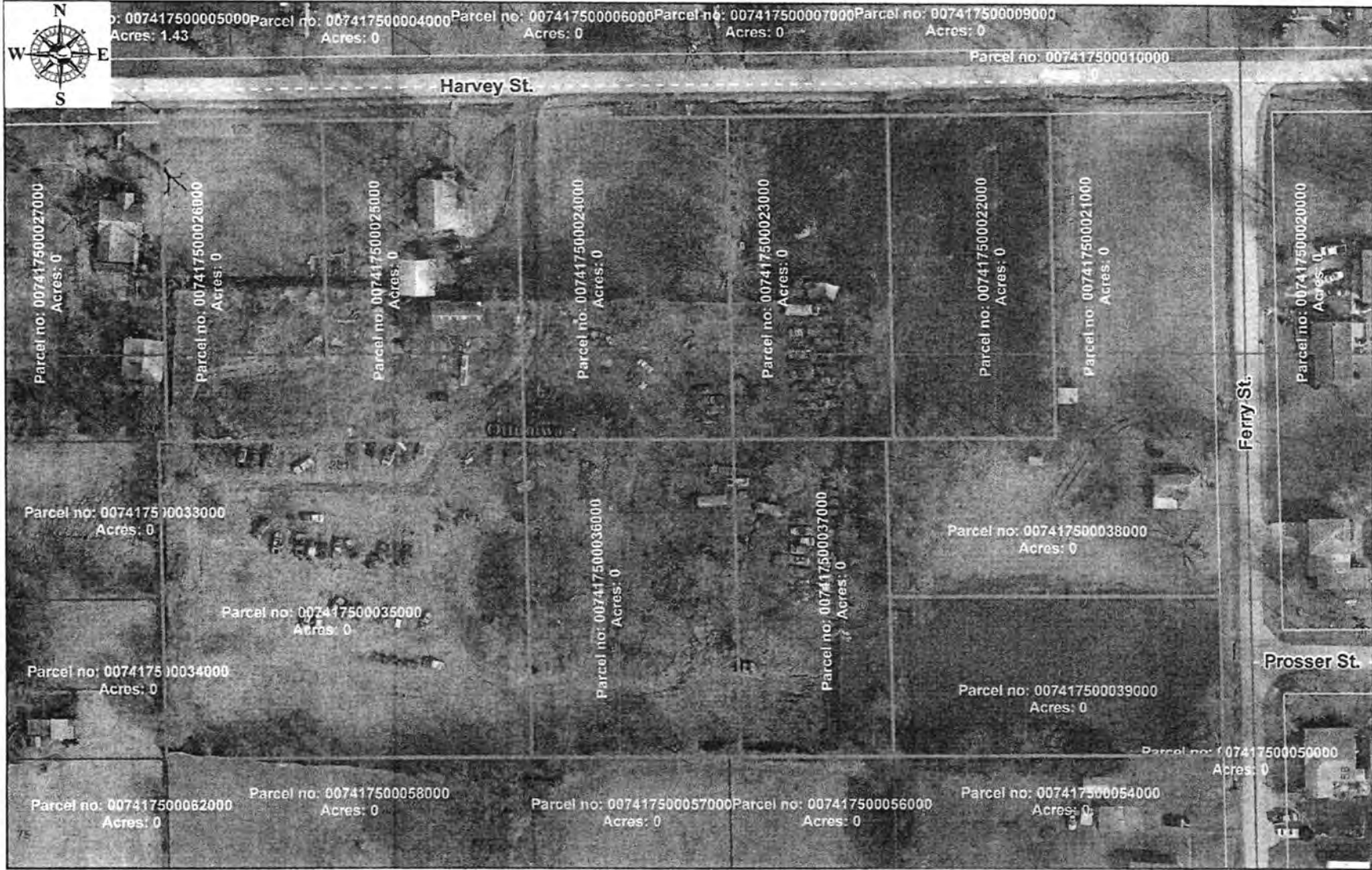
Equipment Breakdown + Maintenance

Pre paid as needed

Downtime NA

Fire extinguishers A.B.C

Fred Hill
1448 S Milver St
Ottumwa, Iowa
52501



Wapello County
Geographic Information Systems

Date: 3/1/2017

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitation of the data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Wapello County as to the accuracy of the data delineated hereon. Visit the County map at <https://beacon.schneidercorp.com/>



Hill's Garage





Sales Receipt

Date	Sale No.
3/18/2019	81209

Sold To
Hill's Garage Fred Hill 1448 S. Milner Ottumwa, IA 52501

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
	Cash	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1003 - 2019-20 Salvage Dealer Lic.	100.00

	Total	\$100.00
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CITY OF OTTUMWA

2019 MAR 26 PM 1:32

Staff Summary

****ACTION ITEM****

Council Meeting of: March 26 2019

JUR
Jake Rusch

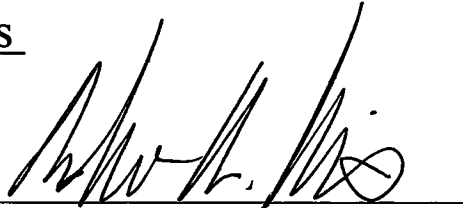
Prepared by

Health & Inspections

Department

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for KARZ Salvage LLC 430 N Forest Ave.

RECOMMENDATION: Approve the Salvage Dealers License for KARZ Salvage LLC, 430 N Forest Ave.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Tuesday March 19, 2019, staff recommends approving the license. Attached is a copy of the application.



CITY OF
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: KART SALVAGE MIKE PAULOS
Address of Salvage Dealer: 430 N FOREST AVE OTTUMWA IA 52501
Telephone Number of Salvage Dealer: 641 682 4161

Business Title: OWNER

Business Address: 430 FOREST AVE OTTUMWA IA 52501

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: HARRY PAULOS
Address: 430 FOREST AVE OTTUMWA IA 52501
Telephone Number: 641-777-3996

Type of material bought and sold or processed:
SALVAGE CARS & TRUCKS

Legal description of area to be licensed:
ON FILE FROM LAST YEAR
430 FOREST AVE

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
50-60 UNITS A YEAR

Give a detailed description of the process and disposal methods to be used:
REMOVE USEABLE PARTS HALL WHATS LEFT TO ALTER

List the equipment to be used, its design, capacities, and expected loads:
1 2 LAR HAULER CASE WHEEL LOADER

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 18 day of MARCH, 2019

Harry Paulos
Signature of Applicant

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

Date filed: 3/19/19

Date submitted to Council: _____

License No.: _____

Receipt No.: 81229

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

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

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

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



CITY OF
OTTUMWA

Sales Receipt

Date	Sale No.
3/19/2019	81229

Sold To

Karz Salvage, LLC
Mike Paulos
430 N. Forest Ave.
Ottumwa, IA 52501

City of Ottumwa

105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
5720	Check	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1004 - 2019-20 Salvage Dealer License	100.00

	Total	\$100.00
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Phone: 641.683.0600
Fax: 641.683.0613
www.cityofottumwa.com



Invoice

Date	Invoice #
2/1/2019	1004 CC

Bill To
Karz Salvage, LLC Mike Paulos 430 N. Forest Ave. Ottumwa, IA 52501

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

P.O. No.	Terms	Project
	Net 30	

Item	Description	Amount
001-000-4165 (Salv)	Salvage Dealer License 2019-2020 Please complete the attached application and return with payment. All Licenses expire 3/31/19 In order for premises to be inspected for compliance and submitted to Council for approval application must be filed by 3/1/19	100.00
Total		\$100.00

CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

Council Meeting of: March 26 2019

JR
Jake Rusch

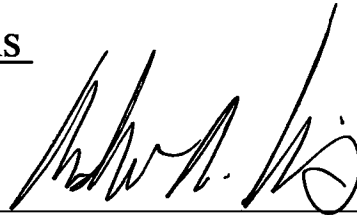
Prepared by

Health & Inspections

Department

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Rosenman's Inc, 902 E Main St.

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

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Wednesday March 15, 2019, staff recommends approving the license. Attached is a copy of the application.



MEMORANDUM

DATE: March 4, 2019
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office *SJ*
SUBJECT: Salvage Dealer License – Rosenman's, Inc.

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

As designee, please review the premises for compliance and make a recommendation for the Council's consideration for approval or denial.



CITY OF

OTTUMWA

FILED
2019 MAR 29 PH 2:03

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

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

Business Title: Same

Business Address: Same

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

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

Legal description of area to be licensed:
Attached

Attach a plat of the proposed area to be licensed.

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

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

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

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 26 day of February, 2019



Signature of Applicant

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

Date filed: 3/4/19

Date submitted to Council: _____

License No.: _____

Receipt No.: 81069

ROSENMAN'S INC.

STEEL SERVICE CENTER

Metals - Ferrous & Non-Ferrous - Recycling

P.O. Box 1002 Ottumwa, Iowa 52501

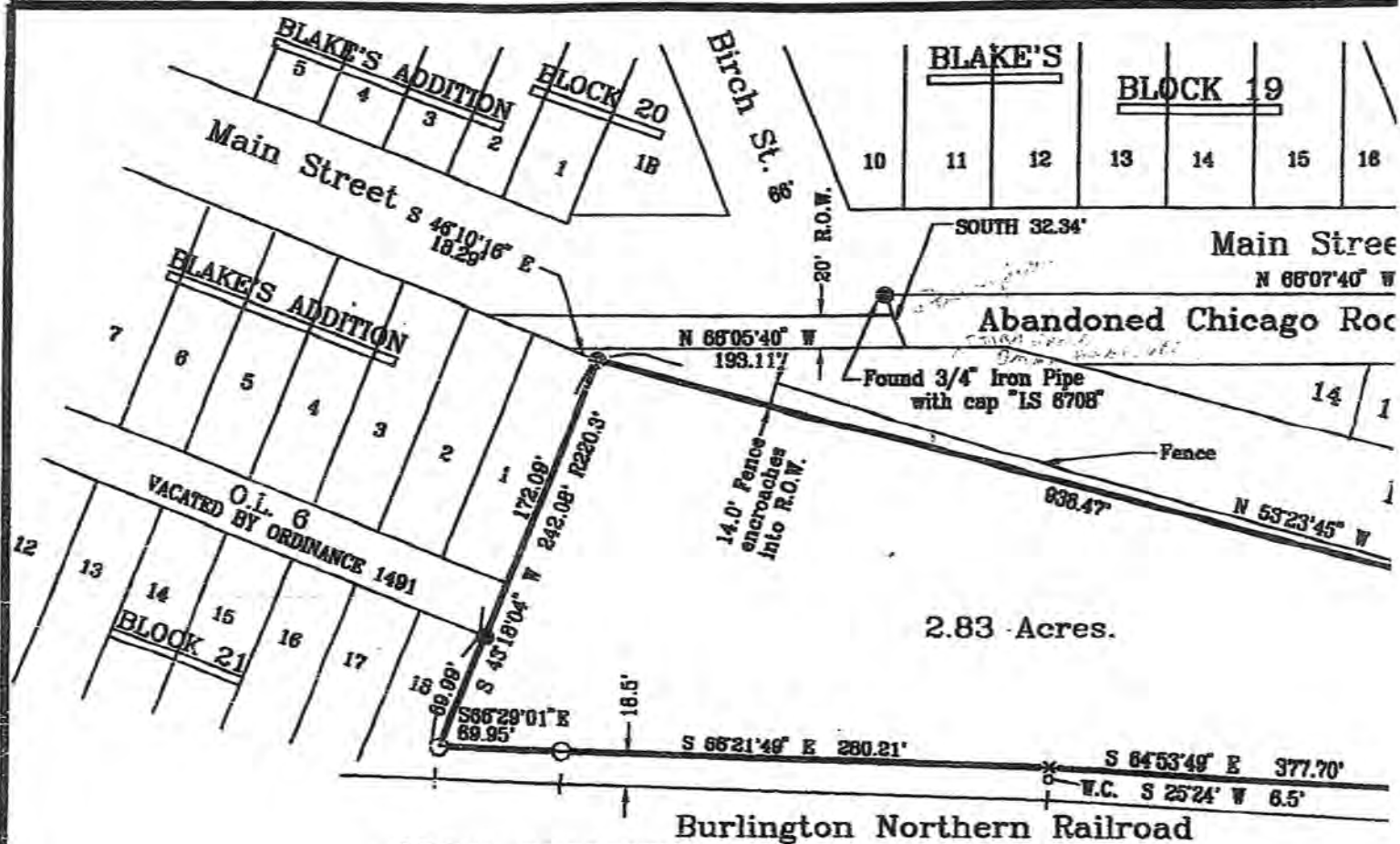
Phone 641-683-1871

Contingency Plan

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

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

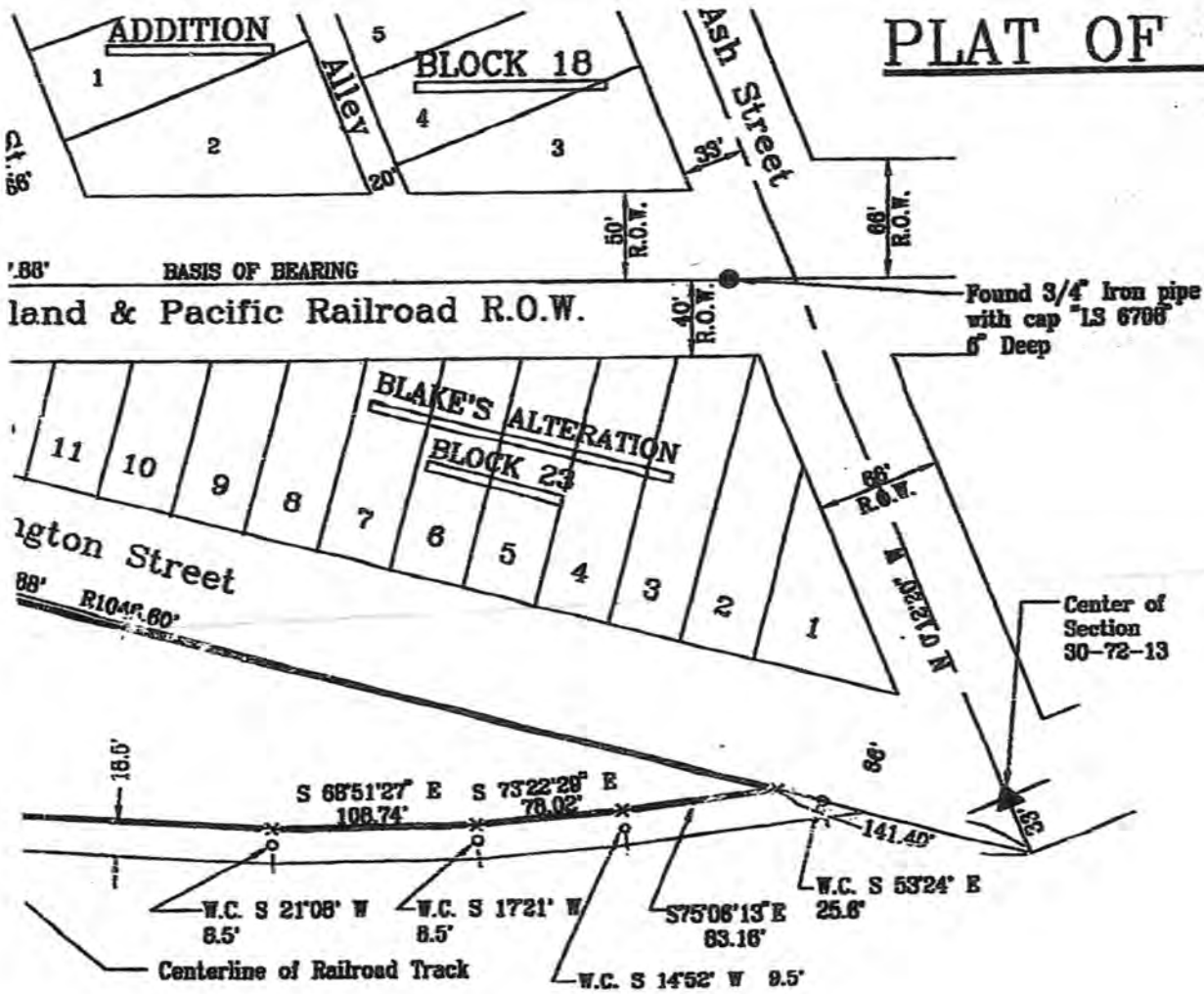
We do not handle any toxic, hazardous, or general waste.



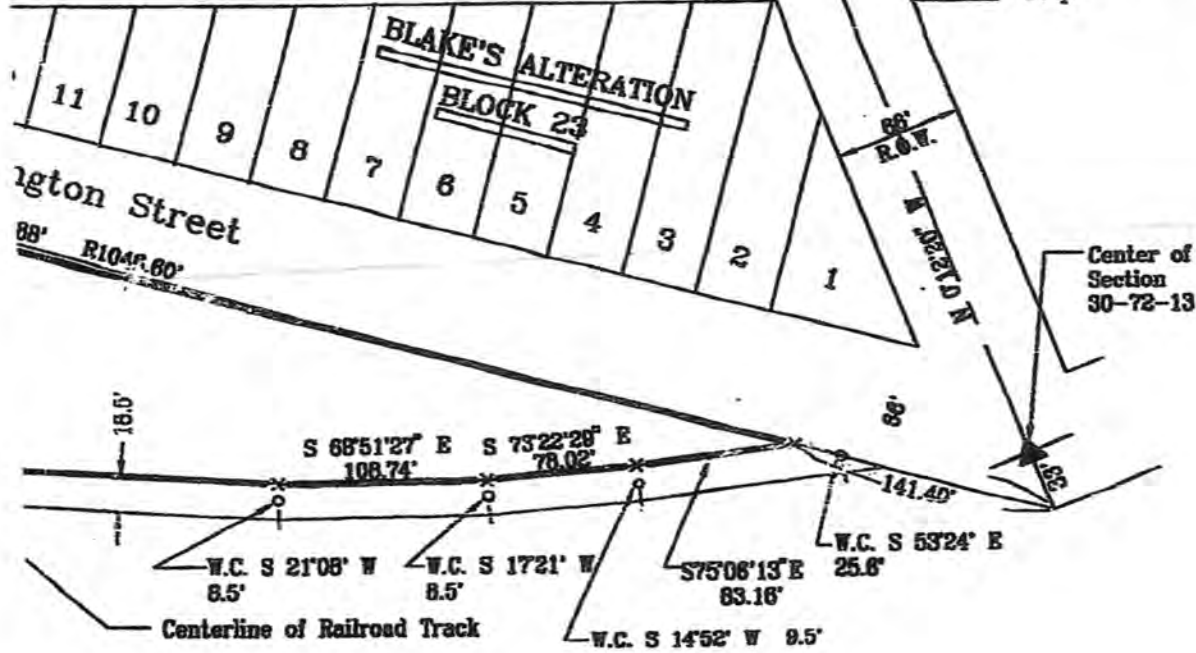
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 72 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CENTER OF SAID SECTION 30;
 THENCE SOUTH 0°12'20" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1079.88 FEET TO EASTERLY CORNER OF BLOCK 21, BLAKE'S ADDITION, AND THE POINT OF BEGINNING;
 THENCE SOUTH 43°18'04" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 242.08 FEET TO AN OFFSET LINE WHICH IS 18.5 FEET NORTHERLY OF BURLINGTON NORTHERN RAILROAD COMPANY'S YARD TRACK NUMBER 33 CONSTRUCTED CENTERLINE;
 THENCE SOUTH 66°29'01" EAST, ALONG SAID OFFSET LINE, 69.95 FEET;
 THENCE SOUTH 66°22'49" EAST, ALONG SAID OFFSET LINE, 280.21 FEET;
 THENCE SOUTH 84°53'49" EAST, ALONG SAID OFFSET LINE, 377.70 FEET;
 THENCE SOUTH 68°51'27" EAST, ALONG SAID OFFSET LINE, 108.74 FEET;
 THENCE SOUTH 73°22'29" EAST, ALONG SAID OFFSET LINE, 78.02 FEET;
 THENCE SOUTH 75°06'13" EAST, ALONG SAID OFFSET LINE, 83.16 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, 938.47 FEET TO THE POINT OF BEGINNING;
 SAID PARCEL CONTAINS 2.83 ACRES.
 AND SUBJECT TO ALL EXISTING INTERESTS, INCLUDING BUT NOT LIMITED TO ALL RESERVATION, RIGHT OF WAY AND EASEMENTS OF RECORD OR OTHERWISE;
 AND ALSO, EXCEPTING AND RESERVING UNTO BURLINGTON NORTHERN RAILROAD, ITS SUCCESSORS AND ASSIGNS, ALL COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, INCLUDING SAND AND GRAVEL, UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.

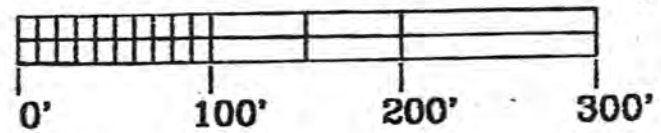
PLAT OF SURVEY



58' BASIS OF BEARING
land & Pacific Railroad R.O.W.



- - Set 1/2" Iron Pin with cap "LS 12973"
 - - Found R.R. Rail unless noted otherwise
 - R - Record
 - ▲ - Found 1/2" Iron Pin
 - × - Not Set
 - - Set Witness Corner with 1/2" Iron Pin with cap "LS 12973" along fence
- NOTE: Fenceline along witness corners encroaches into railroad property**



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

John Jennison
Date: 10/10/94



John Jennison
Reg. No. 12973

Registration renewal date is December 31, 1995

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

JENNISON/ GRAHAM & Associates, Inc.
Engineering and Surveying
611 Church St. Phone (800)882-2910
Ottumwa, Iowa 52501 Fax (515)683-1280



Sales Receipt

Date	Sale No.
3/4/2019	81069

Sold To
Rosenman's Inc. PO Box 1002 Ottumwa, IA 52501-3647

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
31413	Check	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1005 - 2019-20 Salvage Dealer License	100.00

Total	\$100.00
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