



[CITY OF]

OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 15
Council Chambers, City Hall

May 3, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 14 on April 19, 2022 as presented.
2. Mayor's Proclamation of May 21, 2022 as Kids to Parks Day 2022.
3. Canvasser and Solicitors Application for American Legion Auxiliary to collect donations for poppy week for veterans on 5/23-5/30/2021 at various businesses within the City
4. Resolution No. 116-2022, approving the contract, bonds and certificate of insurance for the Airport Apron 2022 Improvements Project.
5. Beer and/or liquor applications for: Parkview Plaza (Hotel Ottumwa), 107 E. Second St.; Walgreens #1301, 327 W. Fourth St.; Casey's General Store #1678, 346 Richmond; Casey's General Store #1886, 504 W. Mary St.; Casey's General Store #7, 1001 E. Main St.; Casey's General Store #2208, 1603 W. Second St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update/Timeline for Human Rights Commission

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of City owned property located at 1202 Castle.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 103-2022, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa commonly known as 1202 Castle to Terry Wilson for the sum of \$13,600.

RECOMMENDATION: Pass and adopt Resolution No. 103-2022.

2. This is the time, place and date set for a public hearing on the disposal of City owned property located at 107 North Ransom.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 105-2022, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa commonly known as 107 North Ransom to Sathishkumar Chinnakonda & David Osorio for the sum of \$20,000.

RECOMMENDATION: Pass and adopt Resolution No. 105-2022.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2022 Catch Basin Replacement Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 117-2022, approving the plans, specifications, form of contract and estimated cost for the 2022 Catch Basin Replacement Program.

RECOMMENDATION: Pass and adopt Resolution No. 117-2022.

4. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2022 Sanitary Utility Access Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 118-2022, approving the plans, specifications, form of contract and estimated cost for the 2022 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 118-2022.

5. This is the time, place and date set for a public hearing on the intent to consider a three-year Lease Agreement with Ottumwa Habitat for Humanity for the lease of office space in the City Hall building located at 105 East Third Street, Ottumwa, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 120-2022, approving the three-year Lease Agreement with Ottumwa Habitat for Humanity to lease office space in the City Hall building, located at 105 East Third Street and authorize the Mayor to sign the Lease.

RECOMMENDATION: Pass and adopt Resolution No. 120-2022.

6. This is the time, place, and date set for a public hearing on the Appeal of Ottumwa Police Chief's Order dated April 21, 2022 to remove a dog from the City limits pursuant to Ottumwa Municipal Code Chapter 7, Section 11, in the possession of Casey and Yadira Kelderman, under his and her control or on the premises of their property at 1525 N. Court Street, Ottumwa.
 - A. Open the public hearing.
 - B. Close the public hearing.

C. Deny the appeal of Casey and Yadira Kelderman.

RECOMMENDATION: Deny the appeal of Casey and Yadira Kelderman.

H. RESOLUTIONS:

1. Resolution No. 121-2022, adopting the updated Policy Statements governing the operation of the City of Ottumwa's Downtown Area Revitalization Grant Programs.

RECOMMENDATION: Pass and adopt Resolution No. 121-2022.

I. ORDINANCES:

1. Ordinance No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3191-2022.

2. Ordinance No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3192-2022.

3. Ordinance No. 3193-2022, granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an Electric Transmission System for a period of 25 years.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3193-2022.

4. Ordinance No. 3194-2022, establishing a one-year moratorium on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3194-2022.

5. Ordinance 3198-20022, Proposed Ordinance to Repeal and Replace Chapter 7, Animals and Fowl of the City of Ottumwa Municipal Code.

RECOMMENDATION: Pass first consideration of Ordinance No. 3198-2022.

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. PETITIONS AND 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: 4/29/22 TIME: 9:40 AM NO. OF PAGES 5
(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 #15 to be held on 5/03/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 0891
DEPT. ID 4717
PGS. 5

TX INCOMPLETE -----

TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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*** TX REPORT ***

JOB NO.	0891	
DEPT. ID	4717	
ST. TIME	04/29 09:36	
SHEETS	5	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
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MEMO: Tentative Agenda for the Regular City Council Meeting #15 to be held on 5/03/2022 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 14
Council Chambers, City Hall

April 19, 2022
5:30 O'Clock P.M.

The meeting was called to order at 6:00 P.M.

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

Pope moved, seconded by Roe to approve consent agenda items: Mins. from Regular Mtg. No. 13 on April 5, 2022; Ack. March financial stmt. and pymt. of bills as submitted by Finance Dept.; Recommend re-appointments of Debra Hutton and Chuck Manson to P&Z Commission, terms to exp. 4/1/2027 and Dale Person to Inspection Brd. of Review, term to exp. 1/18/2027; Approve appointment of Thomas Rea to Plant Operator at WPCF on or about April 24, 2022; Approve appointment of Debra Jarr to Clerk – Bldg. & Code Enforcement on or about May 1, 2022; Civil Service Commission Elig. Lists for April 13, 2022: WPCF – Lab Tech Entrance, Master Firefighter Promo, Fire Captain Promo, Asst. Fire Chief Promo; Res. No. 102-2022, setting May 3, 2022 as date of public hearing on disposition of City owned property located at 1202 Castle; Res. No. 104-2022, setting May 3, 2022 as date of public hearing on disposition of City owned property located at 107 N. Ransom St.; Res. No. 107-2022, approve and auth. signature of MOU regarding Maternity/Paternity leave between City and Teamsters Local No. 238 for the Police Dept.; Res. No. 112-2022, auth. renewal and admin. services agt. with Wellmark Blue Cross and Blue Shield of IA for health and dental ins., Avesis a Guardian Company and Symetra Life Insurance Company for a period of July 1, 2022 through June 30, 2023. All ayes.

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

City Admin. Rath presented update on Ch. 7, Animals & Fowl, of the Municipal Code. We are looking to redefine terms (dangerous, potentially dangerous, vicious, high-risk) within the Ordinance; better provisions for service animals and stricter regulations on animal cruelty; ideally, this will be in front of Council for the first reading on May 3. Galloway added, we want to do this right, make sure all animals are treated fairly and put more responsibility on the owners. Roe added, we are not going to hurry through the process to make one small group happy, nor are we going to be threatened to move faster by litigation.

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Marcia McDaniel and Shannon Murphy both wished to speak on Ch. 7, specifically breed specific language.

Both Ms. McDaniel and Ms. Murphy requested the City Council to suspend the breed specific language currently included in Ch. 7.

Galloway moved, seconded by Roe to auth. City Staff to work with Anderson, Larkin & CO on the FY22 Audit and sign the engagement letter. Rath reported cost for services increased from \$32,000 to \$39,750, which is the first increase in 10 years of provision of services. All ayes.

Hull moved, seconded by McAntire to approve supplemental agt. with Calhoun-Burns for underwater inspection of Market & Jefferson St. Bridges. PW Dir. Seals reported IADOT and Fed. Hwy. Admin. required Market & Jefferson St. bridges to be inspected by a fully cert. underwater inspection dive team on a five yr. cycle. Calhoun-Burns coordinated with Collins Eng. to perform inspections for \$14,000. All ayes.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for City Campgrounds Shower and Office Facility Project. Parks & Rec. Dir. Rathje reported plans and specs. were prepared by Willett-Hoffman of Cedar Rapids, IA. Engineer's est. cost \$616,000. No objections were rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

McAntire moved, seconded by Hull that Res. No. 106-2022, approving plans, specs., form of contract and est. cost for the City Campgrounds Shower and Office Facility Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the disposal of City owned property located at Lot 4 in Ottumwa Airport Subdivision No. 4 to Schroeder G. Properties, LLC. Comm. Development Dir. Simonson reported the City obtained a deed of release from FAA auth. sale of property; this will permit the buyer to expand their business. No objections were rec'd. Pope moved, seconded by Hull to close the public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 114-2022, accepting the offer and approving the sale of Lot 4 in Ottumwa Airport Subdivision No. 4, Wapello County, IA to Schroeder G. Properties, LLC, for \$37,000, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on proposed Ord. No. 3195-2022, a vacation of a pylon sign easement located on Outlot 1 of Horne Subdivision in the City of Ottumwa. Simonson reported the 12' by 25' easement was included in the adopted plat for the Venture Dr. subdivision to provide a pylon sign for Wal-Mart. Wal-Mart ultimately located the sign elsewhere and the easement is unused. This vacation is requested as part of developing a new \$1 Million car wash on the site. No objections were rec'd. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Galloway moved, seconded by McAntire to pass the first consideration of Ord. No. 3195-2022, amending the Municipal Code of the City of Ottumwa to allow the proposed vacation of the following easement: 12'X 25' Easement for Wal-Mart Pylon Sign, located on Outlot 1, Horne Subdivision, an Official Plat, now included in and forming a part of the City of Ottumwa, Wapello County, IA, as reflected on the subdivision plat filed June 28, 2002, in Book 10-H, Page 97 of the Wapello County Recorder's Office. All ayes.

Roe moved, seconded by McAntire to waive the second and third considerations, pass and adopt Ord. No. 3195-2022. All ayes.

McAntire moved, seconded by Pope that Res. No. 110-2022, Approving the Employment Agt. for the City Admin. for the City and auth. mayor to sign, be passed and adopted. All ayes.

Roe moved, seconded by Pope that Res. No. 111-2022, approve and auth. the Wage & Benefit study for the City of Ottumwa employees through Gallagher & Company, be passed and adopted. HR Dir. Codjoe reported one proposal was rec'd for this RFP. Gallagher will work through all job classifications/titles within the city, recommend a pay structure and a comprehensive system to help attract and retain qualified employees; recommend how to be sustainable in the future and create a compensation philosophy. Study may take up to eight months (at the minimum) to complete. \$67,750 total cost for proposal with one year maintenance; add \$50,000 to include all employees (represented Union and non-represented) total \$117,750. Hull asked if we necessarily need all of this to garner the wage portion; McAntire asked why this couldn't be done in-house as information they will provide is all public record. Roe added, we have employees that are underpaid; we want to make sure we have people in right capacities that we are compensating fairly. Vote taken: Ayes: Hull, Pope, Roe, Galloway. Nays: McAntire. Motion carried 4-1 vote.

Pope moved, seconded by McAntire that Res. No. 113-2022, approving the FY23 and FY24 Capital Improvement Requests, be passed and adopted. All ayes.

McAntire moved, seconded by Roe that Res. No. 115-2022, approving Gen. Services Agt. for Three-Yr. Contract to place one Soofa Comm. and Wayfinding sign in Downtown Ottumwa, be passed and adopted. Simonson reported cost for installing and keeping sign in place for three yrs. is \$37,400. Possible locations - Market/Main or Market/Green. Galloway asked if any other entities were asked to help fund this project; it was originally intended to come from ARPA funds. Vote taken: Ayes: McAntire, Hull, Pope. Nays: Roe, Galloway. Motion carried 3-2 vote.

Roe moved, seconded by McAntire to pass the second consideration of Ord. No. 3191-2022, amending the Subdivision Code to promote and simplify the development of new housing by Amending Sections 33-101, 33-106 and 33-108 of the Municipal Code of the City of Ottumwa, Wapello County, IA. All ayes.

Hull moved, seconded by McAntire to pass the second consideration of Ord. No. 3192-2022, amending the Zoning Code to promote and simplify the development of new housing by Amending Sections of the Municipal Code of the City of Ottumwa, Wapello County, IA. All ayes.

Galloway moved, seconded by Roe to pass the second consideration of Ord. No.3193-2022, granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, IA, an Electric Transmission System for a period of 25 yrs. All ayes.


Pope moved, seconded by McAntire to pass the second consideration of Ord. No. 3194-2022, est. a one-yr. moratorium on issuance of cert. of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots. 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 discussion, Hull moved, seconded by McAntire that the meeting adjourn. All ayes.

Adjournment was at 7:27 P.M.

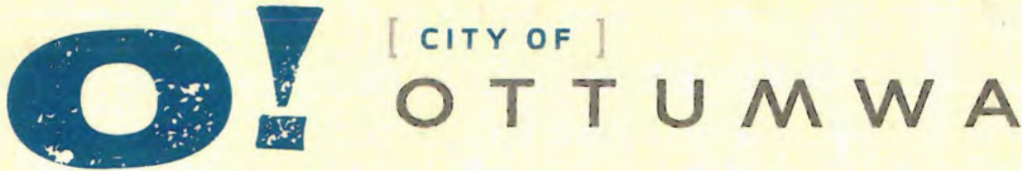
CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 4/30/2022



PROCLAMATION
Kids to Parks Day
2022

- WHEREAS, May 21, 2022 is the twelfth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and
- WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and
- WHEREAS, It is important to introduce a new generation to our nation's parks; and
- WHEREAS, We should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and
- WHEREAS, Kids to Parks Day is open to all children and adults across the county to encourage a large and diverse group of participants; and
- WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors.

NOW, THEREFORE, I RICHARD W. JOHNSON, Mayor, City of Ottumwa, do hereby proclaim Ottumwa to participate in Kids to Parks Day. I urge residents of Ottumwa to make time May 21, 2022 to take the children in their lives to a neighborhood, state or national park.

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: Judy Agee
 And
 Residing address: 521 Minnesota Ottumwa IA Date of Birth 12/16/52
Street City State Zip

Organization represented, if applicable: American Legion Auxiliary
 Organization's address: 548 Westmain St Ottumwa IA 52501
No. Street City State Zip

Applicant's/Organization's phone number: 641-777-8770

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

<u>Judy Agee</u> <small>Name</small>	<u>521 Minnesota</u> <small>Address</small>	<u>President</u> <small>Officer Position</small>
<u>Pat Myers Lock</u> <small>Name</small>	<u>700 W Alta Vista</u> <small>Address</small>	<u>Vice-President</u> <small>Officer Position</small>
<u>Betty Stromgren</u> <small>Name</small>	<u>Blakesburg</u> <small>Address</small>	<u>Chaplain</u> <small>Officer Position</small>

Estimated number of persons who will be directly soliciting: 7-10

Nature and purpose of your solicitation activities: Distributing poppies for Annual poppy drive for Veterans

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

Where do you plan to canvass or solicit in Ottumwa? (31 Hykes, Farway, Menards Wal-Mart, etc.)

Date(s) when you wish to conduct your activities in Ottumwa: May 23 thru May 30, 22

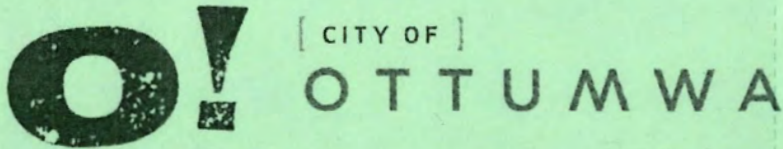
NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 22nd day of April, 2022

Judy Agee
Applicant

Staff recommendation to Council: May 3, 2022
 Approved Denied by City Council on May 3, 2022
 Restrictions set by Council: None
 Number of days set by Council for applicant: as requested
 License Number 4055 Receipt No. N/A.

Canvasser & Solicitors Permit



Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

Owner:
O B NELSON POST #3 550 W MAIN OTTUMWA, IA 52501-0000 Poppy Drive for Veterans

Address
Address: 550 W MAIN City/State/Zip: OTTUMWA, IA Parcel No.: 7413670014000 Tract No.: Block No.: Lot No.: Section:

Permit:
Permit No.: 4055 Permit Type: Canvasser & Solicitors

Project:
Issue Date: 05/04/2022 Expires: 05/30/2022 Valuation: \$0

Construction Details:

Contractor	Phone

Item	GL Code	Amount
	Total	\$0.00

Date	Paid By	Payment Type	Amount
		Total Paid	\$0.00

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Airport
Department

JAY WHEATON

Prepared By
DUKE BALL
Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 116-2022 Approving the contract, bonds, and certificate of insurance for the Ottumwa Regional Airport Apron 2022 Improvements project.

Public hearing required if this box is checked.

The Proof of Publication for this 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 # 116-2022

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Winger Contracting Company of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. The project was awarded at the April 5, 2022 City Council Meeting in the amount of \$228,853.25

Source of Funds: 85% IDOT 15% Airport Fund

Budgeted Item: Budget Amendment Needed:

RESOLUTION # 116-2022

A RESOLUTION APPROVING THE CONTRACT, BONDS AND CERTIFICATE OF INSURANCE FOR THE APRON 2022 IMPROVEMENTS PROJECT AT THE OTTUMWA REGIONAL AIRPORT.

WHEREAS, The City Council of the City of Ottumwa, Iowa Accepted bids for the above referenced project and awarded the contract to Winger Contracting Company of Ottumwa Iowa in the amount of \$228,853.25 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED AND ADOPTED this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA

ATTEST:



Christina Reinhard
Christina Reinhard, City Clerk

Richard W. Johnson
Richard W. Johnson Mayor

**Form of
CONTRACT AGREEMENT**

THIS AGREEMENT, made as of May 3, 2022 is

BY AND BETWEEN

the OWNER:

City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501

And the CONTRACTOR:

Winger Contracting Company
918 Hayne Street
P.O. Box 637
Ottumwa, Iowa 52501

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Ottumwa Regional Airport generally described as follows:

Apron 2022 Improvements

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Special Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Two Hundred Twenty-Eight Thousand Eight Hundred Fifty-Three Dollars and Twenty-Five Cents

(Amount in Written Words)

\$ 228,853.25

(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within the (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **30 Working Days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only

be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages **\$500.00**, as the non-penal sum prescribed in Section 2, Special Provisions per working day as liquidated damages to the Owner

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY, or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Iowa. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as 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.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns, and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Kirkham, Michael & Associates, Inc.
4390 114th Street
Urbandale, Iowa 50322

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

OWNER

Name: **City of Ottumwa**

Address: **105 E. Third Street**

Ottumwa, Iowa 52501

By: Richard W. Johnson
Signature Richard W. Johnson
Mayor
Title of Representative

CONTRACTOR

Name: **Winger Contracting Company**

Address: **918 Hayne Street**

Ottumwa, Iowa 52501

By: Debra Shaw
Signature
Office Manager
Title of Representative

ATTEST
By: Christina Reinhard
Signature Christina Reinhard
City Clerk
Title

ATTEST
By: Susie Box
Signature
Administrative Assistant
Title

SURETY BOND NO. 54245096

**Form Of
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Winger Companies, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Ottumwa, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Twenty-Eight Thousand Eight Hundred Fifty-Three Dollars and Twenty-Five Cents (\$228,853.25), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of MAY, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**Apron 2022 Improvements
Ottumwa Regional Airport**

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Two Hundred Twenty-Eight Thousand Eight Hundred Fifty-Three Dollars and Twenty-Five Cents (\$228,853.25), which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required

to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of One (1) year from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Wapello County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

Sofia Burnette
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Sofia Burnette

Name of Resident Commission Agent
Ruhl & Ruhl Insurance
A Division of HUB International

Company Name

212 Brady Street, Suite 4B

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Winger Companies

Contractor

By: Thomas W. Keck

Signature
Thomas W. Keck, President

Title

SURETY:

United Fire & Casualty Company

Surety Company

By: Walter G. Zimmerer

Signature Attorney-in-Fact Officer

Walter G. Zimmerer

Name of Attorney-in-Fact Officer
Ruhl & Ruhl Insurance

A Division of HUB International
Company Name

212 Brady Street, Suite 4B

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Company Telephone Number

NOTE:

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



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

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

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

Laura A. Foust, Scott A. Saveraid, Brian C. Matlock, Michael F. Wernsman, Joyce L. Briggs, Stacy A. Banfield, Seth W. Doup, Aaron E. Matlock, Walter G. Zimmerer, Meredith Morrow, Adam Kerns, each individually

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

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

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2021



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

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

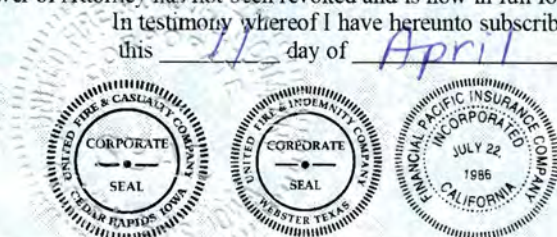
On 1st day of August, 2021, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 11 day of April, 2022.



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2021

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

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

PRODUCER Hub International dba Ruhl & Ruhl Insurance 212 Brady Street Suite 4B Davenport IA 52801		CONTACT NAME: Walt Zimmerer, CIC PHONE (A/C, No, Ext): 563-823-6716 FAX (A/C, No): 563-324-3410 E-MAIL ADDRESS: walter.zimmerer@hubinternational.com	
INSURED Winger Contracting Company 918 Hayne Street Ottumwa IA 52501		INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company NAIC # 24147 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 155004346 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY307195-21	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB307196-21	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP10N57919-21-NF	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		MWC307194-21	4/1/2020	4/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa
 105 E 3rd St
 Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neil R. Hughes

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson *ZS*
Department Head

Pp M

City Administrator Approval

AGENDA TITLE: Resolution No. 103 - 2022, a resolution accepting the bid and approving the sale of 1202 Castle to Terry Wilson for the sum of \$13,600.00

****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 No. 103- 2022

DISCUSSION: The City accepted bids on this property until 2:00 PM April 28, 2022. Six bids were submitted. Terry Wilson submitted the best bid in the amount of \$13,600.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 103 - 2022

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 1202 CASTLE TO TERRY WILSON FOR THE SUM OF \$13,600.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as The West 75 ½ feet of Lot 39 in Castle's Addition to the City of Ottumwa, Wapello County, Iowa, Also described as: Lot 39 of Castle's Addition except East 53 feet thereof to the City of Ottumwa, Wapello County, Iowa, also known as 1202 Castle Street; and

WHEREAS, pursuant to Resolution No. 102 - 2022 approved, passed and adopted April 19, 2022 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received six bids; and

WHEREAS, Terry Wilson submitted the best bid in the amount of \$13,600.00; and

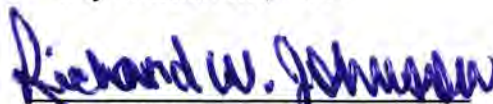
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Terry Wilson, in the amount of \$13,600.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 3rd day of May 2022.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

1202 CASTLE

Bidder	Bid
Donald Ray Brown	\$1,000.00
Christopher Ruby	\$1,100.00
TWM Inc	\$2,000.00
Virgilia M Lopez Granados	\$6,000.00
Rippling Waters	\$9,100.00
Terry Wilson	\$13,600.00

**PURCHASE AGREEMENT BID FORM
FOR
1202 CASTLE STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at **CASTLE'S ADD. LOT 39 EX E 53' City of Ottumwa, Wapello County, Iowa** legally known as 1202 Castle Street. The property is located in an R-2 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

It is understood that the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 13,600.00

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Terry Wilson

641-455-8123

NAME OF BIDDER (PRINTED)

TELEPHONE NUMBER

215 West Highland Ave

Ottumwa, Ia, 52501

Terry L Wilson

MAILING ADDRESS

SIGNATURE

4-28-22

TW Contracting LLC @outlook.com

DATE

EMAIL ADDRESS

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY


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

Notice of Public Hearing (Castle's Add)

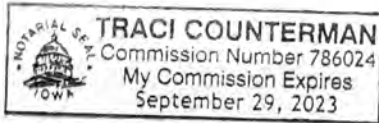
City of Ottumwa

was published in said newspaper for 1 consecutive week's to-wit: 4/21/22

Subscribed and sworn to before me, and in my presence, by the said 21st day of April, 2022



hereto attached



Notary Public

In and for Wapello County

Printer's fee \$12.24

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, May 3, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as CASTLE'S ADD. LOT 39 EX E 53' City of Ottumwa, Wapello County, Iowa, also known as 1202 Castle Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Planning & Development
Department

Jake Rusch
Prepared By
Zach Simonson *ZS*
Department Head

My Rt

City Administrator Approval

AGENDA TITLE: Resolution No. 105-2022, a resolution accepting the bid and approving the sale of 107 N Ransom to Sathiskumar Chinnakonda & David Osorio for the sum of \$20,000.00

****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 No. 105-2022

DISCUSSION: The City accepted bids on this property until 2:00 PM April 28, 2022. Fourteen bids were submitted. Sathiskumar Chinnakonda & David Osorio submitted the best bid in the amount of \$20,000.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

RESOLUTION No. 105 - 2022

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 107 NORTH RANSOM TO SATHISKUMAR CHINNAKONDA & DAVID OSORIO FOR THE SUM OF \$20,000.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as The South Half of Lot Forty (40) in Block Five (5) in R.S. Smith's Third Addition to the City of Ottumwa, Wapello County, Iowa, also known as 107 N. Ransom; and

WHEREAS, pursuant to Resolution No. 104 – 2022 approved, passed and adopted April 19, 2022 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received fourteen bids; and

WHEREAS, Sathiskumar Chinnakonda & David Osorio submitted the best bid in the amount of \$20,000.00; and


WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Sathiskummar Chinnakonda & David Osorio, in the amount of \$20,000.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 3rd day of May 2022.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



107 N RANSOM

Bidder	Bid
Donald Ray Brown	\$500.00
Brian Rupe	\$1,000.00
TWM Inc	\$1,000.00
Stephanie Rousseau	\$1,000.00
Julie Polson	\$2,002.00
Roland Davis	\$3,000.00
Peter Quijano	\$7,000.00
Richard Schlotter	\$7,800.00
Like Home Properties	\$8,535.00
Rippling Waters	\$10,100.00
Earc Pilcher	\$11,000.00
Wray Fleming	\$11,000.00
Oswaldo Sierra	\$15,000.00
Sathiskumar Chinnakonda & David Osorio	\$20,000.00

**PURCHASE AGREEMENT BID FORM
FOR
107 N RANSOM STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at R S SMITH'S 3RD ADD S 33' LOT 40 BLK 5 City of Ottumwa, Wapello County, Iowa legally known as 107 N RANSOM Street. The property is located in an R-4 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

It is understood that the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 20,000

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Sathishkumar Chinnakonda & David Osorio

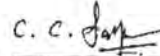
319-573-7837 & 641-455-6770

NAME OF BIDDER (PRINTED)

TELEPHONE NUMBER

169 North Davis

Ottumwa, IOWA 52501



MAILING ADDRESS

SIGNATURE

04/27/2022

sathishchinnakonda@gmail.com & davidosorio402@gmail.com

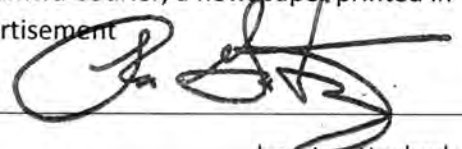
DATE

EMAIL ADDRESS

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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



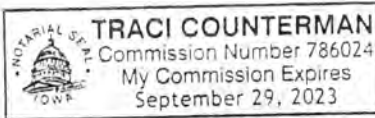
Notice of Public Hearing (R S Smith's)

City of Ottumwa

hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/21/22

Subscribed and sworn to before me, and in my presence, by the said 21st day of April, 2022



Notary Public

In and for Wapello County

Printer's fee \$12.24

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, May 3, 2022 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as R S SMITH'S 3RD ADD S 33' LOT 40 BLK 5 City of Ottumwa, Wapello County, Iowa, also known as 107 N Ransom Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Engineering
Department

Alicia Bankson
Prepared By
Larry Seeds

Department Head

Ally Pater
City Administrator Approval

AGENDA TITLE: Resolution #117-2022. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Catch Basin Replacement Program 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution 117-2022.

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Bids will be received and opened by the City of Ottumwa on May 25, 2022 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 7, 2022 or at a later date as determined by staff.

Budgeted amount: \$50,000.00 Sewer Fund

RESOLUTION #117-2022

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2022 CATCH BASIN REPLACEMENT PROGRAM

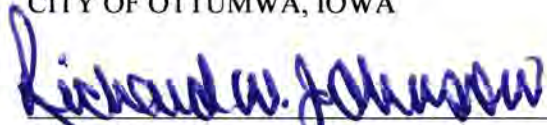
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:

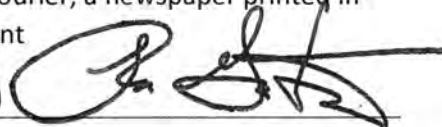


Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

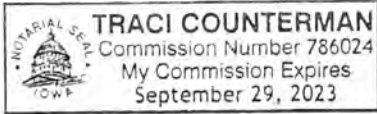
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Notice of Public Hearing (Catch Basin Replacement) 

City of Ottumwa hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/23/22

Subscribed and sworn to before me, and in my presence, by the said 23rd day of April, 2022





Notary Public

In and for Wapello County

Printer's fee \$21.85

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Catch Basin Replacement Program 2022, Ottumwa, Iowa" at 5:30 o'clock p.m. on May 3, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Reconstruct and raise catch basins with new grates as indicated on plans and specifications. Basins are located on various streets within the City of Ottumwa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

PH-approve Pls
Catch Basin 2022

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

Rly Rth
City Administrator Approval

AGENDA TITLE: Resolution #118-2022. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sanitary Utility Access Program 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution #118-2022.

DISCUSSION: This project will place sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes will be placed at locations that have either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Bids will be received and opened by the City of Ottumwa on May 25, 2022 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 7, 2022, or at a later date as determined by staff.

Budgeted amount: \$50,000.00 Sewer Fund

RESOLUTION #118-2022

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2022 SANITARY UTILITY ACCESS PROGRAM

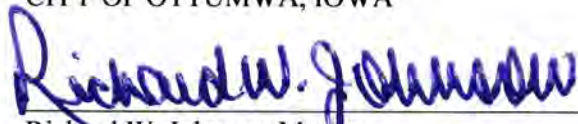
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

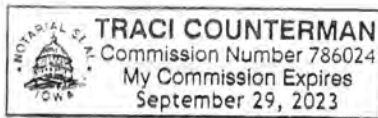
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing (Sanitary Utility)
City of Ottumwa hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 4/23/22
Subscribed and sworn to before me, and in my presence, by the said 23rd day of April, 2022



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$20.98

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Sanitary Utility Access Program 2022, Ottumwa, Iowa" at 5:30 o'clock p.m. on May 3, 2022, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Place sanitary sewer utility access over existing sanitary sewer lines, restoring sub base and full depth patch. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

PH-approve P/s
2022 Sanitary Ut. Access

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 3, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 120-2022: A RESOLUTION APPROVING A
THREE-YEAR LEASE AGREEMENT BETWEEN THE CITY OF
OTTUMWA AND OTTUMWA HABITAT FOR HUMANITY

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 120-2022

DISCUSSION: Habitat for Humanity requires office space to satisfy the requirements of their program and to provide space for their Executive Director to work. This three-year lease agreement provides 256 square feet of space in Room 200B for \$737.28 per year. That is \$2.88 per square foot, the same rate we charge other nonprofit tenants.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 120-2022

**A RESOLUTION APPROVING A THREE-YEAR LEASE AGREEMENT BETWEEN THE
CITY OF OTTUMWA AND OTTUMWA HABITAT FOR HUMANITY**

WHEREAS, Ottumwa Habitat for Humanity is a nonprofit organization that builds housing and develops homeownership; and

WHEREAS, Ottumwa Habitat requires office space and City Hall has vacant office space; and

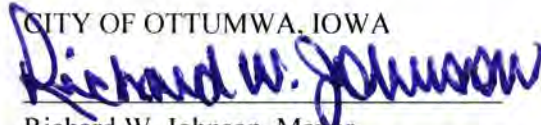
NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

The proposed three-year Lease Agreement between the City of Ottumwa, Iowa and Ottumwa Habitat for Humanity is hereby approved.

BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IOWA THAT:

The Mayor and City Clerk are hereby authorized and directed to execute said resolution and the attached Lease Agreement.

APPROVED, PASSED, AND ADOPTED this 3rd day of May 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between **City of Ottumwa** (Landlord), whose address for the purpose of this Lease is City Hall, 105 East Third Street, Ottumwa, Iowa 52501, and **Ottumwa Habitat for Humanity** whose address for the purpose of this Lease is

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Approximately, **256** Square Feet (Rentable Area or Leasable Space) of office space located at City Hall, Room 300 and 301, 105 East Third Street, Ottumwa, Iowa 52501 (Leased Premises).

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on June 1, 2022 and shall end May 31, 2025, both days inclusive.

3.1 Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

SECTION 5. ASSIGNMENT AND SUBLETTING: Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall have the right to put any other state of Iowa agency or department in the Leased Premises without the prior written approval of Landlord.

SECTION 6. RENTAL: Tenant agrees to pay to Landlord the following for the Leased Premises:

6.1 Rental Rate. For the lease term of July 1, 2021 through June 30, 2024, Tenant shall pay for the use and occupancy of the Premises at a rental sum (Rental Rate) of **\$737.28** per year or approximately, **\$2.88** per sq. ft., payable, in equal monthly installments in the amount of **\$61.44**, in arrears. The first rent payment is due on the first (1st) day of July, 2022 and the same amount on or before the first (1st) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

6.3 DELINQUENT RENT. If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for providing the following:

8.1.1. Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

8.1.5 Elevator equipment and the maintenance thereof;

8.1.6 Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

8.1.7 Repair or removal of major landscape elements.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water/Sewer

10.4 Janitorial services

10.5 Trash removal

10.6 Light bulbs

10.7 Snow and Ice removal

10.8 Lawn care/Landscaping

10.9 Pest Control

10.10 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

SECTION 11. TENANT OBLIGATIONS: Tenant shall obtain the following items at its sole cost and expense:

11.1 There are no Tenant Obligations.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to

the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code and the 2015 International Building Code. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 13. INSURANCE:

13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part

of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13.4 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

14.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or redisseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

14.2 Tenant acknowledges that within the Leased Premises, the Landlord has a mainframe computer which houses software programs. The mainframe computer shall be in a locked, secured location with access only by Landlord. Landlord may enter the Leased Premises, with prior notification to the Tenant, to perform routine maintenance and repairs to the mainframe. In case of emergency, Landlord is allowed immediate access to resolve the emergency situation. Landlord shall at all times indemnify,

defend and hold Tenant harmless against and from any and all claims arising from damage to the mainframe computer.

SECTION 15. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

15.1 That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

15.2 Such signs shall not change the structure of the Leased Premises;

15.3 Such signs, if and when taken down, shall not damage the Leased Premises; and

15.4 Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the 1st day of June, 2022, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease.

16.2 Surrender of Leased Premises at End of the Term. Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

SECTION 17. TENANT IMPROVEMENTS: Landlord shall improve the Leased Premises as follows:

17.1 There are no tenant improvements.

SECTION 18. PARKING: Parking is not provided as part of this Lease.

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

SECTION 20. EMINENT DOMAIN:

20.1 In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

20.2 Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant. Tenant's share shall also include all costs incurred in the relocation of Tenant to a new location.

SECTION 21. TERMINATION OF LEASE:

21.1 For Cause by Tenant. In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

21.1.1 Immediately terminate the Lease without additional written notice; or,

21.1.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.2 For Cause by Landlord. In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or

noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

21.2.1 Immediately cancel or forfeit this Lease without additional written notice; or,

21.2.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

21.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

21.3.1. If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

21.3.2. If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

21.4 Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

21.5 Reduction in Space Requirements due to Funding Changes. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60) days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

21.6 Increase in Space Requirements due to Staffing Changes. If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises,

this Lease may be amended to provide for leasing this additional space at the same per square foot cost and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean-up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance and the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: City Of Ottumwa

City Hall
105 East Third Street
Ottumwa, IA 52501

If to Tenant: Ottumwa Habitat for Humanity
Address

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

23.14 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

SECTION 24. EXHIBITS: There are no exhibits.

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which when taken together form a complete Lease, and each party to the lease shall possess one of the fully executed Leases.

SECTION 26. SIGNATURES:

LANDLORD:
City of Ottumwa

By: Richard W. Johnson Date: 5.3.2022

Printed Name: Richard W. Johnson

Title: MAYOR

TENANT:
Ottumwa Habitat for Humanity

By: _____ Date: _____

Printed Name: _____

Title: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Police
Department

Chad Farrington

Prepared By

Chad Farrington

Department Head



City Administrator Approval

AGENDA TITLE: Appeal of my order dated April 21st, 2022 causing the removal a vicious dog from the city limits pursuant to Ottumwa City Ordinance #7-11.

Public hearing required if this box is checked.

**The location of the Public Hearing must be within the City limits of Ottumwa, Iowa. If the location is outside the City limits, the Public Hearing must be held in the City limits of Ottumwa, Iowa. If the location is outside the City limits, the Public Hearing must be held in the City limits of Ottumwa, Iowa.

RECOMMENDATION: Deny the appeal of Casey and Yadira Kelderman.

DISCUSSION: On March 23rd, 2022 the black and white pointer/hound mix, named "Ody", was unrestrained and pursued, attached and bit a 14 year old girl twice causing serious injury. Such injury required medical attention and the attack was done without provocation. On or about September 12th, 2021, it was reported that this same dog (Ody) was unrestrained, pursued and attempted to attack an adult neighbor. This incident was done without provocation. Under City Code Section 7-1 an animal is deemed vicious under the

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

following definition: "A dog, cat or other animal that exhibits a propensity to attack or bite persons without provocation or has attacked, bitten, maimed or killed any domestic animal without provocation.

City Code Section 7-11, titled "Keeping or Harboring Vicious Animals" prohibits vicious animals from being within the city limits and authorizes the Chief of Police to order the animal removed from the city.

For full details of this incident and investigation please refer to the documents and photographs attached to this staff summary.

Ottumwa Police Department
Animal Control

Officer STORY Pin 217 Date & Time 3-23-22 Incident 2022 0000
7981

Type of call: Loose Animal bite Pit bull Neglect Barking Other

Location of animal call: 1525 N COURT Picked up:

Complainant/Victim
Address [REDACTED]
Phone: Mom: Sandy Flvegge 641-740-7840

Owner of Animal
Name YADIRA + KASEY FELDERMAN
Address 1525 N. COURT
Phone: 641-954-6533
V- 641-455-1834

MATTHEW - FATHER -
LIVES IN DESMOINES
641-931-0596

Animal Description:

Type Dog Cat Sex M F Size (S M D XL) Color white w/ black spots
Breed Pointer terrier mix Collar N color metal
City License # 1164 Rabies Tag/veterinarian # 26410 Expiration Date 1-8-2023
year 2019 Thomas Vef Clinic
Other identifying tags or markings on animal _____

Animal Complaint:

[REDACTED] taking out trash to trash can. Dog got loose from next door and bit her twice, [REDACTED] got stitches in piny and hip.

Officers investigation:

Cited owner for Restraint and CSO follow-up needed: (Y N)
owner said it wasn't the dogs bite but it was its claws.

Dog Bite:

Date Quarantine to be lifted (10 days) 4-2-2022 Location of Quarantine 1525 N. COURT ST
Medical treatment Y N Photos Y N Info exchanged? Y N Already had enclosed information

Fees: Pick up _____ Assessment: _____ Boarding: _____
License _____ Rabies: _____ Spay/Neuter: _____ Total: _____
Disposition: Owner / Adopted / Heartland / Down Date: _____

Ottumwa Police Department

Narrative Report

Incident Number: 202200007981
 Officer: Story 217 (Car 433)
 Date of Report: 3/24/2022

On 3/23/2022 at 19:55 I responded to the Ottumwa Regional Health Center Emergency Room for a reported dog bite. I met with the victim [REDACTED] and her mother, Sandy Fluegge (641-740-7840.) They explained that approximately 17:45 today, [REDACTED] was taking out the trash to the trash can near their garage at 1529 N Court St. [REDACTED] said she saw the neighbors at 1525 N Court were trying to let their dog outside and hook him to his leash. [REDACTED] said the dog escaped and ran over to her and bit her twice. [REDACTED] has two small lacerations on her left hip that appeared to be a bite mark and two small lacerations on each side of her left pinky that also appeared to be bite marks. The ER doctor applied approximately five stitches to her hip and another five to her finger.

[REDACTED] said the neighbors, Yadira Kelderman (9/10/83) (Husband Kasey 641-954-6533) and her 12yo son Wyatt came outside and regained control of the dog. [REDACTED] said the dog has a history of chasing, barking and growling at her and her mom. I photographed her injuries and copies are in digital evidence.

I spoke with Yadira briefly on the phone and then went to her residence. The dog was last registered with the city in 2019:

1164	1/8/2019	Yadira Kelderman	1525 North Court	641-455-1834	7.00	Pointer Mix	Black /White	No	Male	Ody	46064	1/8/2020	Dr. Breanna Pipestone
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She had a rabies certificate from Thomas Veterinary Clinic on 1/8/2020 for Ody with the tag number 26410.

Yadira confirmed she was home and they were letting the dog out but her son did not get the dog on the chain quick enough. She said the dog ran to the neighbor's driveway and jumped on [REDACTED] and scratched her with his paws as he was jumping up on her. She said the dog did not bite [REDACTED]. She said the dog is named Ody and is a black and white pointer/terrier mix that weighs approximately 80 lbs.

Yadira was cited and released for restraint of animals and animals which bite on citations 032002 and 032003. I told her to quarantine the dog for 10 days at their residence. Digital evidence includes photos and audio from the interviews.

Ottumwa Police Department

Narrative Report

Incident Number: 202200007981

Officer: Jeff Williams

Date of Report: 04-20-22

On 03-24-22, this officer contacted Kasey Kelderman in reference of his dog attacking the night before. Officer Story investigated the incident and determined that Kelderman's dog got loose and attacked the neighbor girl that was outside. He confirmed that the rabies vaccination was up to date and told them they could keep the dog at the residence for quarantine. It should also be noted that he charged the owner's wife, Yadira Kelderman for Restraint of Animals and Animals That Bite.

Kelderman stated that the girl was not bit and was just scratched. I advised him that was not the case and she was bit twice, once on the hand and once on the thigh. The bites required several stitches. I advised Kelderman in order to keep the dog at the residence, the dog must be confined inside and to take it out on a leash by an adult at the residence and be brought right back in for the next 10 days. He advised he would do that.

This officer was then returned back to work on 04-04-22. I made contact with the parent of the girl that was attacked. I spoke with Sandy Fluegge. She explained the incident and wanted to know what was going to happen next. She was asked if she wanted the dog removed from the city. She advised that she did and I explained how that process works. I asked for a written report from her and she later provided that statement which is attached with this incident. It should be noted that Fluegge claimed that the same dog attacked her on Sept. 12, 2021. She was not bit but the dog bit at her and ripped her sweatshirt she was wearing and got the dog off of her. It should be noted that this was not reported to the police at the time of that occurrence.

On 04-15-22, I made contact with the dog owner, Yadira Kelderman, at her residence. The purpose of this contact was to see the dog that did the attack and observe its temperament. Yadira allowed me inside and the dog was

Ottumwa Police Department

Narrative Report

confined to a metal kennel inside the residence. The dog barked a lot and lurched slightly while in the cage. The dog was rather large for a pointer/hound mix. I estimated that the dog weighed at least 80 pounds. She opened the cage and allowed the dog to approach me. The dog first sniffed at me and then started a sharp growl bark at me and was then pulled back and placed back in its kennel. Yadira stated that she was surprised that the dog acted like that towards me.

Yadira showed me where the dog is normally tied outside. I observed the cable with a clasp. The cable was attached to a cable run from the house to a tree in the back yard. This appeared to be in working order except for the cable that attaches to the dog. It was older and the plastic coating was cracked in several places which was beginning to rust making the cable weak. I advised her that needed to be replaced.

Yadira further advised that she is no longer letting the kids take the dog outside. She stated that the dog normally sits at the door while getting hooked up. She stated that while they are gone during the day or while at work, the dog is confined to the inside cage and only let on the run when they are home.

Yadira admitted about the incident of their dog attempting to attack their adult neighbor that happened in September 2021. She stated that she is not aware of any other incidents about her dog acting aggressive at people.

I advised her about the process if her dog is deemed vicious. I advised her she would be notified by the end of the week around 04-22-22.

Dear Officer Williams,

On Wednesday, March 23, 2022 at approximately 6:00 my daughter Derby Vanwyhe was instructed to take out the garbage to the trash can located by our garage on my property. When Derby got outside I heard her screaming. I went to the door and the neighbor lady was bringing Derby to the house. The neighbor did not come to the house but just had Derby walk in the house. When Derby got into the house she told me that the neighbors dog had got out of the house when their son opened the door and the dog came running towards her and bit her twice. Derby had dog bites on both her hand and her hip. Derby said that the neighbor lady had said that Derby should not have been yelling after the dog had bit her and that the dog would just get more agitated if she continued to scream when a dog is attacking her. I called the neighbor to let them know that their dog had bit Derby twice and that she was bleeding from her hand and hip. I asked the neighbors to come over to show them what the dog had done and asked advice from them as to what they would do about the dog bite. I then told them that I would bring her to the emergency room because I could not get the bleeding to stop. I brought Derby to the emergency room shortly after the conversation. Derby got five stitches on her hand and four stitches on her hip. The doctor also took an X-ray of her hand to make sure that her finger was not broken. Derby received medicine from the doctor to prevent an infection and went home that night. Derby went to the doctor one week later to get her stitches removed. The stitches were removed and the doctor put Derby on a stronger antibiotic because he said her hand looked infected from the dog bite.

On September 12, 2020 at approximately 10:00, I had sent a message to the neighbor letting him know that his dog got off the leash and had come after me and ripped my sweatshirt and left marks on me when the dog jumped up and tried to bite me. I let the neighbor know that I defended myself and got the dog off of me and ran in the house. I let him know at this time it would have been worse had it been my younger daughter who would not be able to defend herself so easily.

There have been many other occasions where the dog has gotten off the leash and has tried to attack our small dog or my other daughter Samantha. I cannot give you exact dates when these incidents occurred because I did not document these incidents.

Thank you,

Maryal (Sandy) Fluegge

Chad Farrington

From: no-reply@cityofottumwa.com
Sent: Sunday, April 17, 2022 10:12 PM
To: Chad Farrington
Subject: Email from the Ottumwa.us Website



Email from the Ottumwa.us Website

Name: Yadira Kelderman
Email: yadira.kelderman@ottumwaschoos.com

Comments:

Morning Chief Farrington, I am sure you will see my name come across your desk if not today, sometime early this week. I had a visit from Office Jeff Williams in regards to my dog having bite our neighbor next door. He was very informative in letting me know the next steps and let me know that you would make the final decision on whether my dog would be deemed a vicious animal and asked to leave city limits or consider this a warning. I honestly don't feel the visit from Officer Williams went well and have been an emotional wreck these past days which has lead me to email you. I plead that you please allow me to keep my puppy at home. I have had my dog since he was no bigger then a foot long and would whine/cry when he wasn't near me. He is now a 70 lb (if not almost 80 lb) dog with a deep bark. I know he is scary and imitating to many which is why we hardly take him outside of our home property. He is never off a leash, even when we are outside at home in our own yard, aside from the two incidents with our neighbor in the past two years. I recognize that my dog needs training and guarantee to seek professional help. Aside from guaranteeing he is on a leash before even stepping foot outside our door, I would go as far as to have him on a muzzle when outdoors. Again, I plead for you to consider providing us with this opportunity. Ody sleeps with me every night and provides a safety measure for me and my son when my husband is called out to a job site and gone all night. As Officer Williams pointed out, I am a responsible dog owner in ensuring Ody has his rabies shot up to date, he is licensed, and gets all other shots recommended by the vet. I apologize for making this longer than probably needed as I'm sure you have enough on your plate but I would not feel at ease unless I was able to make a final plead to you. Thank you for your time, I know Officer Williams said he would be in touch one way or another with me sometime later this week with your decision. if you have any further questions, please call my cell at (641) 455 - 1834.

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

Chad Farrington

From: Chad Farrington
Sent: Wednesday, April 20, 2022 4:18 PM
To: yadira.kelderman@ottumwaschools.com
Subject: Animal Control

Good afternoon,

Thank you for reaching out to me regarding your dog Ody and the current circumstances. When I received your email I did not have a report and/or recommendation from Officer Williams regarding your dog. Due to varying schedules and priorities today was the first day I was able to have a conversation with Officer Williams regarding this incident.

Today is also the day that I received a report/recommendation from Officer Williams concerning Ody. I truly have empathy for you and your family. Ordering family pets to be removed from the city is not taken lightly or an enjoyable decision. However I also have empathy for the young girl and her family that Ody attacked. I find injuries that require sutures to be serious in nature and this incident called for numerous sutures to fix the injuries.

I am confident by your email that your family is trying to be responsible dog owners (licensed, vaccinated, etc.) and the fact that you are acknowledging the need for some corrective actions (professional training, leash, muzzle, etc.)

I have not had the opportunity to read the report and recommendation from Officer Williams as of this email. Realizing I received your email on Sunday and we are now on Wednesday I felt it prudent to reach out, so you did not think I was ignoring your situation. I will review these documents and provide a decision to Officer Williams in the near future.

Respectfully,

Chad Farrington

Chief of Police
Ottumwa Police Department
330 W. Second Street
Contact: 641-683-0661
Email: farringtonc@ottumwa.us



Ottumwa Police Department
330 West Second Street
Ottumwa, Iowa 52501
Telephone 641-683-0661
Fax 641-683-4584

April 21st, 2022

Casey and Yadira Kelderman
1525 N. Court St.
Ottumwa, IA 52501

Dear Mr. and Mrs. Kelderman

On March 23, 2022, your black and white pointer/hound mix, named "Ody," was unrestrained and pursued, attacked, and bit a 14 year old girl twice causing serious injury which required medical attention. This incident was done without provocation.

On or about September 12, 2021, it was reported that your black and white pointer/hound mix, named "Ody," was unrestrained, pursued, and attempted to attack an adult neighbor. This incident was done without provocation.

Therefore, your dog is considered a "vicious" animal as defined by Section 7-1 of the Ottumwa Municipal Code, to wit:

Vicious animal: A dog, cat or other animal that exhibits a propensity to attack or bite persons without provocation or has attacked, bitten, maimed, or killed any domestic animal without provocation.

Section 7-11 of the Ottumwa Municipal Code entitled "Keeping or Harboring Vicious Animals" prohibits vicious animals from being within the city limits and authorizes the Chief of Police to order the animal removed from the city. This section states, in part:

(a) If a person keeps or harbors any vicious animal in the city, the chief of police or designee may direct the animal to be removed. If said animal remains in the city after notice to remove the same has been given to the owner by the chief of police, said animal shall be picked up by a peace officer or a community service officer and destroyed as provided herein. Failure to remove a vicious animal when ordered to do so by the chief of police is a simple misdemeanor.

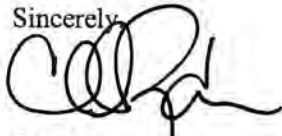
This letter is to serve you notice that your dog is hereby ordered to be removed from the City Limits of Ottumwa within three (3) days of this notice. Failure to do so may result in the Community Service Officer or the Ottumwa Police Department impounding such animal and destroying it immediately. If you choose to remove your animal instead of destroying it, you must

provide us with the name, location, and phone number of the individual you have taken the animal to.

The order to remove a vicious animal issued by the chief of police may be appealed to the city council; however, the animal shall be removed until such time as the order is reversed by the city council. In order to appeal such order, written notice of appeal must be filed with the city clerk within three days after receipt of the order contained in the notice to remove the dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order.

If you have any questions regarding this notice, please contact Officer Jeff Williams at the Ottumwa Police Department, 330 W. Second, Ottumwa, Iowa or telephone 641-683-0661.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Farrington', with a stylized flourish at the end.

Chad Farrington
Chief of Police
Ottumwa Police Department



CITY OF
OTTUMWA

Ottumwa Police Department
330 West Second Street
Ottumwa, Iowa 52501
Telephone 641-683-0661
Fax 641-683-4584

2:19

4/22/22

To whom it concerns:

I want to be put on the next council meetings. I will be bring in a letter of appeal to explain why.

April 21st, 2022

Casey and Yadira Kelderman
1525 N. Court St.
Ottumwa, IA 52501

Yadira Kelderman
Yadira Kelderman

Dear Mr. and Mrs. Kelderman

On March 23, 2022, your black and white pointer/hound mix, named "Ody," was unrestrained and pursued, attacked, and bit a 14 year old girl twice causing serious injury which required medical attention. This incident was done without provocation.

On or about September 12, 2021, it was reported that your black and white pointer/hound mix, named "Ody," was unrestrained, pursued, and attempted to attack an adult neighbor. This incident was done without provocation.

Therefore, your dog is considered a "vicious" animal as defined by Section 7-1 of the Ottumwa Municipal Code, to wit:

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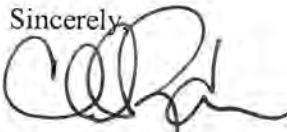
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If you have any questions regarding this notice, please contact Officer Jeff Williams at the Ottumwa Police Department, 330 W. Second, Ottumwa, Iowa or telephone 641-683-0661.

Sincerely,



Chad Farrington
Chief of Police
Ottumwa Police Department

2:19

April 25, 2022

Dear Council Members,

I'd like to appeal the order to remove a vicious animal issued by the Chief of Police on April 21, 2022, in regards to our black and white pointer/hound mix, Ody. In the order received, the Chief stated that my dog has been deemed a "vicious" animal as defined in the Ottumwa Municipal Code, Section 7-1. The code stated that a vicious animal is an animal that exhibits a propensity to attack or bite a person without provocation or has attacked, bitten, maimed, or killed any domestic animal without provocation.

The letter makes reference to two incidents in which Ody became loose and had an incident with our neighbors.

The first incident referenced in the letter was dated September 12, 2021. Ody did break loose from the dog run we had installed due to the pulley system in the run breaking. He was excited and ran around which scared our neighbor. Ody did jump on her and her sweater was torn. Ody was quickly called and restrained. He was not allowed out except on the leash to go relieve himself until a new, stronger pulley system was installed. Since then, we have not had any problems with it and checked it to ensure it is secure.

The second incident occurred on March 23, 2022. My 12-year-old son Wyatt was putting Ody on the dog run that begins outside our house to let him out while he went to bring the trashcan in from the curb. The dog run has a hook that gets attached to Ody's harness. Since it is a heavy hook that pulls out, it is hard sometimes for him to open and latch it. Wyatt had Ody at our door trying to hook it to his harness. Ody heard the distinct clinking sound of the hook and dashed out past my son before it was actually hooked to his harness. My son yelled for him as he was running out. At that time, our neighbor's 14-year-old daughter was taking the trash out. The trashcan is located at the edge of their garage. She screamed and Ody made a dash for her. He barked and jumped on her. The young lady has always been fearful of our dog because he does have a loud deep bark and is fairly large. I am sure seeing our dog loose startled her which caused a natural reaction to yell. I was in our kitchen about 10 feet away when Wyatt yelled for Ody and I dashed out after him to call and restrain our dog. It all happened very quickly. As I stepped outside, I observed Ody barking, not in his defensive growl but more in a playful stanza as the young lady screamed. As I called out to him, he ran around the neighbor's yard. Wyatt quickly grabbed him by the harness and took him inside our house while I escorted the young lady to her backdoor. I noticed blood on her finger and honestly thought my dog had simply caught her with his paws. He does have long heavy paws, that is he had been jumping on someone and landed with his full weight, which could cause a deep scratch. I asked if she was okay and if he had caught her anywhere else. She shook her head so I told her I was going to go handle the dog and make sure Wyatt was okay since he had been startled and I would be back. She shook her head and went inside which then I turned and went home. I check on my son, put Ody in the kennel, and was getting ready to head back to the neighbors when my husband called to ask what had happened. He was not home and the young lady's mother had called him to tell him what happened. He said he was on his way home so I opted to wait for him. When we arrived, we walked over to the neighbors to check on the young lady. We encouraged her to go to the hospital if the bleeding hadn't stopped, not yet knowing that the Ody had bitten her. It was not till much later, when Officer Williams and I discussed it that he confirmed, that Ody had bitten her. We offered to pay any medical expenses but the other assured us she had medical insurance and would not have any expenses. Either way, we did offer to cover any expenses that would come of this.

We do not deny that both incidents occur. What I am appealing to is the decision made in labeling our dog a vicious animal. The definition stated within the code states that the dog/animal exhibits a "propensity" to attack. Propensity is defined as having an inclination or natural tendency to behave in a particular way. Ody does not

have an inclination or natural tendency to attack and bite people. Will he bark at strangers? Yes! I would expect him to. In fact, he even barks at people he knows when they come to our home because he is easily excitable. You can see him every night barking and wiggling his butt around when myself, my husband, or any family comes home. What I am appealing for is the labeling of a vicious animal and therefore pleading to allow us to keep our family pet in our home. Below you will find a list of reasons why we say Ody does not have the propensity to attack as well as what safeguards we will take to ensure something like this does not happen again.

- Our oldest son Alex has had numerous friends over to our house to play D&D for several hours each week for the past couple of years with Ody around without any incidents. He does bark at the door, sniffs then when they walk in, and barks when they get way too loud and rowdy but has never attacked or even nipped at them.
- We have held birthday parties for our children at our home with kids running around without incident. If and when Ody was to get excited, we will put him in the kennel in our house. If a friend were to be scared of dogs in general, we put Ody in the kennel while they are there.
- Our children had friends spend the night without any incidents.
- We have hosted friends at our house for life group, holidays, and picnics without incidents. Ody is always on a short leash when we have new people in our house. He will bark and sniff them but usually stops within 5 minutes.

Preventive measures we will take:

- **Seek professional help from a certified dog trainer to help our dog with his reactivity** so it is not confused with aggression. I acknowledge that I have probably not worked with him enough to ensure he is properly trained. All training has been based on books or articles I have read. Thus far, I have been able to train him to sit, wait, and stay but need additional support to ensure he does this 100% of the time.
- **Put up a fence** between our house and the neighbor. After the first incident, we suggested a fence between our property and the neighbors to block our dog's view from our house to theirs. The neighbor had said it would look tacky and was unnecessary so we didn't pursue this any further. If we are allowed to keep our puppy, we would ensure a fence is put up..
- **Ensure only an adult takes him out and is present when he is outside.** I have begun to train our dog to sit two feet away from the door while I get the dog lead unhooked from the post and hooked onto his harness. I will continue to work with him so he does not simply run out of the door after hearing the click of the hook but wait for a release command. I had begun this process immediately after the second incident and he had been doing very well. When Ody is on the lead outside, I or my husband are outside as well.
- **Put him on a leash prior to even exiting the door.** This goes along with the previously stated but we will ensure that when we are taking him out for walks or he is going outside (not being placed on the dog run), we will place the leash on him prior to exiting our doors.
- **Put up baby gates at each entrance** (our dog is afraid of baby gates. He stays at least two feet away from them). As Ody has grown, he had begun to jump on the door to see outside. With his big paws, he had begun scratching off the paint where his paws landed. Since he was afraid of baby gates, we placed one at each door. This has prevented him from jumping on the door.
- **Put a muzzle on him when taking him out for walks outside our home** *If we need to put a muzzle on him when he steps outside our door to help our neighbors feel safe, we can do that. We recognize that he is a large dog (85lbs) with a deep bark that can and does intimidate people. If a muzzle would help to alleviate some of that tension, we can definitely do this.

We can take any additional measures the council recommends to help us be able to keep our puppy at home. Officer Williams even stated that he did not think we were bad people and he and the Chief would be okay if the council reversed their decision. He stated the Chief and him were simply trying to go by the book after meeting with us for a very brief period of time in our home. We have had Ody since he was a puppy of no more than 6 weeks old. He has been a part of our family providing love and support since Oct 30th, 2018 when my parents brought him to us from my uncle's farm in Texas. He was in a litter of 7 and I literally picked him from a photo my mother sent me which looked like he had a heart shape on his fur. Other than one week when we went to Texas for a vacation, he has never been apart from us. He has slept every night at my feet on the bed, cuddled on the couch with us during movie nights, and enjoyed endless hours of play time in our backyard playing fetch. He loves chasing tennis balls whether they are launched from a cannon or hit with a racket. We are asking for an opportunity to do right by our family pet to allow us an opportunity to keep him, get us additional training to ensure this does not happen.

Sincerely,

Yadira Kelderman



To whom it may concern:

I am Whitney VanBuskirk and I am writing on behalf of the Kelderman family and Ody. I am writing this letter because I strongly believe an error was made when Ody was deemed "vicious". I have personally known Yadira and her family for 6 year now and know they wouldn't let something intentionally like this happen. We have known Ody since he was brought home. My son actually spent time babysat in the same home that Ody lives in by Yadira Kelderman's daughter during his Preschool years. He was 3-4 years old at the time. Never once did Ody show aggression towards him or hurt him in any matter even when they would play. My son Graysen would spend his Fridays playing tug-a-war, fetch and napping with Ody. I never felt like I needed to worry about my child being around Ody or that the family would allow anything to happen. I have also spent time at their home for holiday parties and other occasions with Ody, he never once showed aggression or acted as if he would hurt me. Yes, he barked but, I was someone that wasn't usually in his home and I understood that is okay. I am writing this letter and hope that we can bring Ody home to his loving family and that you can see this was all a horrible mistake everyone makes them including animals.

I have included pictures of my son and Ody enjoying just one of their many Friday's watching a movie and napping together in hopes you see that Ody is no threat even with a small child such as my son.





To whom it may concern:

My name is Devin Anderson and Yadia and Casey Kenlderman are friends of mine. They have always been responsible caring for Ody. They have plenty of space for him to play out in the back yard, which they always put him on a runner line away.

First time meeting Ody he was barking wondering who we were, but once we were introduced he was ready to play. Ody has always been very excited when my family and I are over there visiting. My 5 year old daughter and 14 year old son has been able to play with Ody without any problems. He is a big dog and can be intimidating, but he has never harmed anyone of us. Like all dogs, he get excited and barks when people are over wanting their attention.

I don't see Ody as a threat to anyone, Unfortunately, he tried playing with the neighbor and she got hurt, but I know that wasn't his intention. Casey and Yادira Kelderman I know will take extra precautions in the future when letting Ody out. I hope you consider giving them a second chance.

Sincerely,

Devin Anderson

Dear City Council of Ottumwa, Iowa,

I have been informed of the ongoing case regarding the pet owned by the Kelderman/Rennenberg family known as Ody, and am writing in to offer my interactions with the dog in hopes of supporting Ody and his family. I have known the Kelderman/Rennenberg family for almost seven years, and have known Ody for a majority of that length. During that length, the Rennenberg family were and have been attentive in his training. They had given him cage training, but most importantly trained him in friendliness. There have been multiple strangers, including myself, that have been inside the household and around it where Ody had multiple opportunities to act in a violent or aggressive way. They never took place.

Ody has been excited like any dog, but visitors nor myself have walked away from interaction from him scared and/or harmed. Ody has been careful not to harm anybody, even in playful moods where any dog could forget to be careful of a human being. He has been very careful with people, and there have not been any events that have taken place in the past that would state otherwise. Ody is not just a treasured pet, but a treasured member of the Rennenberg family who has been well-behaved and a joy to be around in his life. I plead that such a beloved pet isn't taken away from his family, and above all else wish that the council remembers the statements made in this letter and any other letters in aid of Ody when making legal decisions.

Sincerely,

Willis Sutherland

During my time at their residence, Ody was well behaved. He was not violent or aggressive, and he was well behaved. Mr and Mrs Kelderman have been working on training him more, to my knowledge.

From Skyeler Benedict

To whom it may concern,

While my experience with Ody is not as extensive as my fiance and her family, I still have enough to know that Ody is not an aggressive dog. I have known Ody since my fiance's family got him as a puppy and have watched him grow. During my time at college, I would often go to the Kelderman's home to let Ody out to pee. He was always excited with me but never showed any aggression, and he's always very playful. He is just overly excited and happy and has a lot of love to give. So I disagree that Ody is an aggressive dog by any means. He is just very excitable and playful.

Sincerely,

Bruce Magee

To whom it may concern,

I have known Ody since he was a puppy. I was a freshman in college when we first got Ody, and at the time, he was just a little tiny puppy. Whenever I was home or at work taking him out to pee, I've watched him grow. Never have I experienced any aggression from Ody.

Ody is a very lovable dog, and he is very excited. During my time in college, I would babysit a little boy named Grayson. His mother is an associate with my mother, and on Fridays, he wouldn't have any daycare or school, so that I would watch him from about 7 in the morning till the afternoon. I even have pictures of Ody and Grayson lying on the couch and napping. Not once was Ody ever aggressive to Grayson or anyone else for that matter. Grayson isn't the only child that's been around Ody, We've had my fiance's family over, and his sister currently has a 2-year-old little girl named Ka'Miyah. Ka'Miyah has been around Ody, and much like with Grayson, there has never been an ounce of aggression from Ody toward her either.

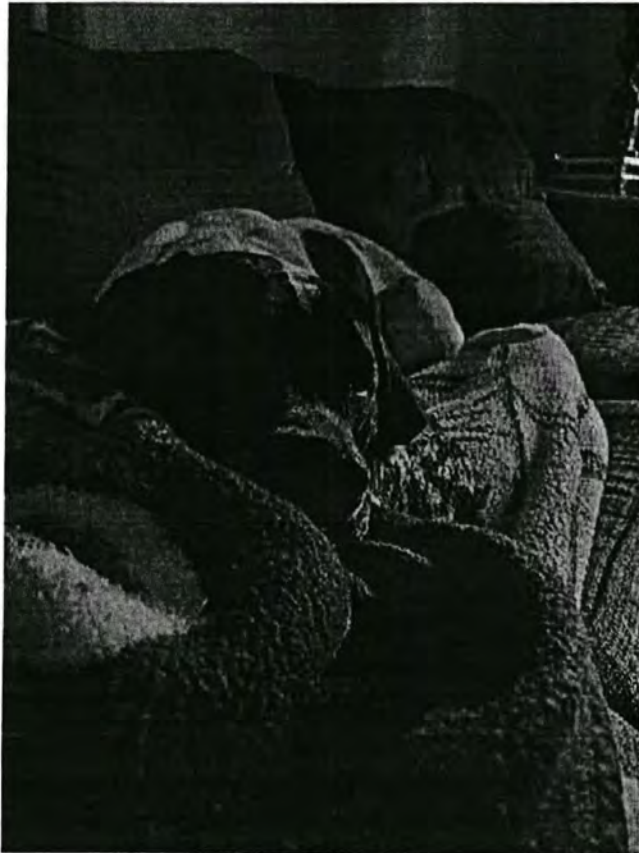
I know my parents, and I know that if you decide to reverse this decision of labeling Ody as a "vicious" animal, they will make sure to put up MORE safety precautions than they already have currently. Ody is a big dog and that can intimidate people, but I know he isn't vicious by any means. He just gets overly excited about everything, especially people.

I've seen Ody's excitement with people whenever my brother Alex would have friends over for D&D or whenever we hosted birthday parties. Still, there have never been any other incidences in terms of Ody threatening to bite or even nipping at them. He's always barked at new people, which is expected, but he usually calmed down within 5 minutes, and if he did get too rowdy, my parents were adamant about putting him in the kennel. Even if a child had a general fear of dogs, my parents would put Ody in the kennel, and we've not had any incidences in that aspect.

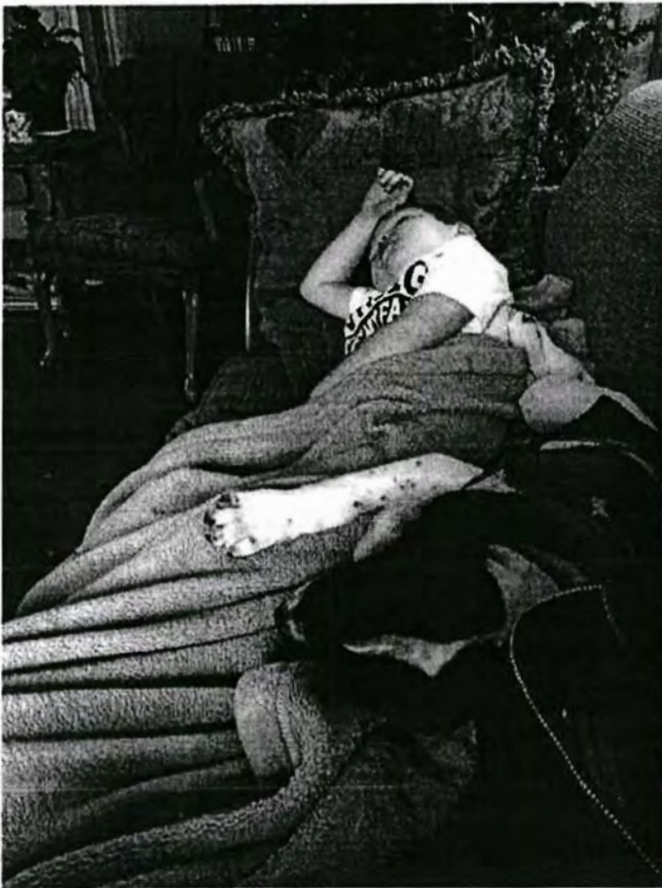
Ody is not an aggressive dog by any means. On the contrary, he's provided my family with love and support since October 2018. I remember days when he'd curl up at my legs while I was taking a nap, and even when I was just lounging around at home, he was always right next to me. He's a very lovable and playful puppy, and I hope you'll allow my family to keep him. He is a part of our family, and it would be heartbreaking to lose him.

Sincerely,

Krystabel Renneberg









I, Jesse Gulbranson, do swear on the goodness of the dog Ody, who is owned by one Alex Renneberg, Wyatt Kelderman and Mr. and Mrs. Kelderman. I know Ody from my friend, Alex's Dungeon and Dragon play sessions and I can attest that although hesitant to strangers and just a little quick to bark, Ody is nonetheless a good boy. It is my belief and experience that the dog in question possesses in him so much love, excitement, and energy, that it is only natural that he gives the occasional bark and jump at a new person-to-love's presence. And I posit that, if given a few minutes to get to know this good boy, anyone could see just how good a boy this good boy is. In my experience he is exceptionally well trained, joyously lovable, and deserving of all the pets and belly rubs in the world. I see absolutely no reason why he should be put down, for if he is, I will be mourning the loss of this family member alongside this family.

Sincerely,

Jesse Gulbranson.

I have just recently heard of the current situation with Ody and his family and it saddens me greatly. I have personally been to their house multiple times, and while Ody may have barked at me because I was a stranger, he never once attacked. When I would come over, many people, all strangers to Ody, would also come, and not once did Ody ever hurt or attack any of us. Once Ody's mom and dad told him to stop barking, he did. Ody is such a sweet and loving boy. His family loves him very much. I know from the bottom of my heart that his family can control him, and that it's not a matter of if, but when. Please, let Ody stay with his family.

A friend,
Dawson Brown

Abril - 26 - 2022

Mi nombre es Alicia Rayval y vivo en 2604 Marilyn Rd Ottumwa, IA 52501 Por medio de la presente y a quien corresponda, quiero expresar mi sentimiento y sepan cuanto siento que quieran quitarnos a Ody el es un perro protector cariñoso y es parte de mi familia se que por su esprección puedan tomar una mala impreción pero cuando te conose veras que es cariñoso ahorita es un bebe que sus hemociones de cariño sean diferente a cualquier otro, es un perro ovejero que cuida a quienes aman siento mucho lo que paso y por lo que lo estan juzgando solo pido que tengan encueta que es un miembro de la familia y que si se necesita tomar todas las medidas para que siga con nosotros estaremos dispuestos a todo x el nosotros lo amamos. agradezco todo de antemano sin Mas

Alicia Rayval

ODY TE
AMAMOS
ASI ES
EL NOMBRE

Mi nombre es alicia Royval y vivo en 2604 Marilyn Rd en Ottumwa, IA, 52501.

Por medio de la presente y a quien corresponda quiero expresar mi sentimiento y sepan cuanto siento que quieran quitarnos a Ody. El es un perro protector, carinoso, y es parte de mi familia. Se que por su expresion pueda tomar una mala inpreccion pero cuando te conose veras que es carinoso. Ahorita es un bebe que sus emociones de carino sean diferente a cualquier otro. Es un perro ovejero que cuida a quienes ama. Siento mucho lo que paso y por lo que lo estan juzgando. Solo pido que tengan en cuenta que es un miembro de la familia y que si necesita tomar todas las medidas para que siga con nosotros estaremos dispuestos a todo por que nosotros lo amamos.

Agradezco todo de antemano.

Sin mas,

Alicia royval.

My name is Alicia Royval and I live at 2604 Marilyn Rd in Ottumwa, IA, 52501.

Through this and to whom it may concern, I want to express my feelings and know how much I feel that they want to take Ody away from us. He is a protective, affectionate dog, and is part of my family. I know that because of his expression he can make a bad impression but when he meets you, you will see that he is affectionate. Right now he is a baby whose emotions of affection are different from any other. He is a sheepdog who takes care of those he loves. I am very sorry for what happened and for what he is being judged. I only ask that you keep in mind that he is a member of the family and that if we need to take all measures to keep him with us, we will be willing to do anything because we love him.

I thank everything in advance.

without more,

alice royval.

4-26-2022

A quien Corresponda:

La siguiente es para dar testimonio sobre el perro de la familia Kelderman

El es un perro protector, bueno y es muy jugueton y la forma de comunicarse es ladrando

Yo considero que por un incidente no es motivo suficiente para dormirlo, ya que eso esta motivando que mi niato Wyatt le osta ocasionando estres, ya que el se siente culpable por lo que sucedio.

El tiene casi 4 años y nunca habia pasado nada

sin Mas Reynaldo Royval
tel. 641-455-1370

P.S y ni que decir de Yadira & Casey Kelderman — estando suastados

A quien corresponda:

Lo siguiente es para dar testimonio sobre el perro de la familia kelderman. El es un perro protector, bueno y es muy jugueton y la forma de comunicarse es ladrando. Yo considero que por un incidente no es motivo suficiente para dormilo. Ya que eso esta motivando que ni nieto Wyatt le esta ocasionando estres. Ya que el se siente culpable por lo que sucedio. El tiene casi 4 anos y nunca habia pasado nada.

Sin Mas,
Reynaldo Royval
Tel. 6414551370

PS. Y ni que decir de Yadira & Casey Kelderman. Estan desgastados

To whom it may concern:

The following is to testify about the kelderman family dog. He is a protective dog, good and very playful and the way he communicates is by barking. I consider that an incident is not reason enough to put him to sleep since that is motivating my grandson Wyatt to cause him stress. Since he feels guilty for what happened. He is almost 4 years old and nothing had ever happened.

No more,
Reynaldo Royval
Tel. 6414551370

. And not to mention Yadira & Casey Kelderman, they are worn out

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 121-2022: A RESOLUTION ADOPTING THE UPDATED POLICY STATEMENTS GOVERNING THE OPERATION OF THE CITY OF OTTUMWA'S DOWNTOWN AREA REVITALIZATION GRANT PROGRAMS

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 121-2022

DISCUSSION: The Downtown Area Revitalization Grant Programs have provided a unique and powerful stimulus for rehabilitation and development downtown. With additional dollars for these programs included in the the CIP, these updated policy statements help to maximize the impact of these programs. The new policy statements maintain several programs without changes:

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Loan Interest Credit Program is continued which will buy down interest on approved construction loans up to 7.25% on a five-year loan up to \$7,500.

Also continued is the Roof Replacement Grant Program which pays up to 50% of the project costs up to \$10,000 for roof replacement.

The Commercial Paint Program is continued which pays 50% up to \$1,000 for reimbursement of paint projects.

Finally, the White Box Program is maintained which covers 50% up to \$10,000 for rehabilitation of distressed interior spaces which are in unusable condition.

These statements make two significant changes:

First, they create a new Restaurant Equipment Program. This program would provide up to \$25,000 to reimburse the costs of installing semi-permanent restaurant equipment such as vent hoods, restaurant fire suppression systems and grease interceptors. This is similar to a program in Newton and will help advance our priority of making downtown a destination for dining.

Finally, these statements increase the Facade Grant Program award to a maximum of \$20,000. Currently, the program provides for 25% of a project up to \$10,000. Since the program was established, costs for these types of projects have gone up significantly. Additionally, the candidate projects that remain have significantly greater need than many of the projects that have already been completed. The expanded award will help complete the remaining projects.

RESOLUTION NO. 121-2022

A RESOLUTION ADOPTING THE UPDATED POLICY STATEMENTS GOVERNING THE OPERATION OF THE CITY OF OTTUMWA'S DOWNTOWN AREA REVITALIZATION GRANT PROGRAMS

WHEREAS, pursuant to the 1996 Downtown Development Guide, the City has provided and administered programs to encourage quality maintenance and redevelopment of Downtown district; and

WHEREAS, these Downtown Area Revitalization Grant Programs have included the Façade, Roof, White Box, Interest Buy-Down and Paint Programs; and

WHEREAS, these programs have facilitated development downtown and improved property valuations; and

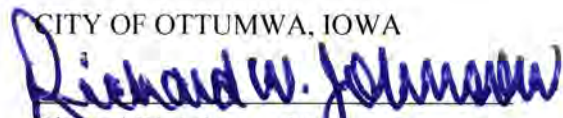
WHEREAS, façade project costs have increased since the program was launched and the updated policy statements would increase the eligible façade award to \$20,000; and

WHEREAS, increasing dining downtown is a development priority served by establishing a new program to reimburse up to \$25,000 for installation of semi-permanent restaurant equipment;

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

The Policy Statements Governing the Operation of the City of Ottumwa's Downtown Area Revitalization Grant Programs are hereby adopted.

APPROVED, PASSED, AND ADOPTED this 3rd day of May 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

April 19, 2022

**Policy Statements Governing the Operation of the City of Ottumwa's
Downtown Area Revitalization Grant Programs**

GENERAL CONDITIONS:

The City of Ottumwa, Iowa pursuant to the Downtown Development Guide, June 4, 1996 shall provide and administer programs to encourage quality maintenance and redevelopment of the Downtown district. The Façade Grant Program, Loan Interest Credit Program, Commercial Paint Program, White Box Program, Roof Replacement Grant Program and Restaurant Equipment Program ("Program") shall operate in compliance with the following policy statements:

POLICY STATEMENTS:

1. Financial assistance is subject to available funds budgeted for the programs.
2. The Planning and Development Department shall act as the administrative agency as provided in Chapter 2 of the Municipal Code of the City of Ottumwa and shall be responsible for the implementation of the programs.
3. Improvements under any program must be approved by the Planning and Development Department and the Downtown Area Revitalization Team, prior to start of work. All funded projects shall be consistent with the Downtown Design Standards, April 19, 2016.
4. Projects funded shall be existing commercial buildings, and structures located in the Downtown area defined in the downtown development guide. Ineligible projects include federal/state/municipal buildings, buildings owned by non-profit organizations holding a 501(C) status, buildings owned by religious organizations and educational institutions, and any organization that is exempt from paying taxes under Iowa Code 427.1(1)(2)(8) (9).
5. Projects are not eligible that include Adult Entertainment uses.
6. Project approval and improvements completed under the programs must be reviewed and approved by the Downtown Area Revitalization Team. Approved applications are required to be structurally sound and feasible for rehabilitation. The applicant may be required to provide supplemental documentation to confirm the structural soundness of a building.
7. The Downtown Area Revitalization Team shall be comprised of five to seven members and will include at a minimum:
 - a. Community Development Director
 - b. Building Inspector
 - c. Legacy Foundation Representative
 - d. Zoning and Housing Coordinator

The team will also include members from any of the following positions of expertise: banking, architecture, historic preservation, real estate, Main Street Ottumwa Director, Rippling Waters Executive Director, Greater Ottumwa Partners in Progress representative.

8. Improvements will not be approved if the improvements would have a negative impact on the structures that are listed on or eligible for listing on the National Register of Historic Places or on the structures which are contributing to a historic district listed on the National Register of Historic Places.
9. Contiguous structures that are owned by one property owner will be evaluated by the Downtown Area Revitalization Team to identify the impact of the improvements to determine if the maximum assistance under the Façade Grant Program will be based upon one project or individual contiguous structures. Applicants receiving the maximum financial assistance may reapply after 3-years of the contract close-out; applicants receiving less than the full amount may apply for the remainder of the maximum award within three years.
10. The *Façade Grant Program* will provide a 25% reimbursable grant on an approved facade improvement. A 75% match is required from the tenant or owner. A maximum City participation is \$20,000 per façade (a facade may include front, side, or rear of the building if located contiguous to a public street or visually has more than one frontage as determined by the Downtown Area Revitalization Team).
11. In the *Loan Interest Credit Program* will buy-down interest on approved construction loans. A maximum City participation is up to 7.25% interest on a five-year loan up to \$7,500. Interest credit is paid within 30 days prior to closing.
12. The *Roof Replacement Grant Program* pays a 50% of project costs up to \$10,000 for a roof replacement project. The recipient shall identify the role of the ORLF as a primary funder of their project. Roofing materials chosen must be approved by the Downtown Area Revitalization Team.
13. The *Commercial Paint Program* pays 50% of project costs up to \$1,000 as a reimbursement. Property must have already been painted and paint color must be approved by the Downtown Area Revitalization Team.
14. The *White Box Program* pays 50% of the project costs up to \$10,000 paid as a reimbursement. The Downtown Area Revitalization Team will determine suitable projects. Minor remodel projects are not eligible. Eligible projects should rehabilitate distressed space in such condition as to be unusable.
15. The *Restaurant Equipment Program* pays up to \$25,000 to reimburse the costs of installing semi-permanent restaurant equipment such as vent hoods, restaurant fire suppression systems and grease interceptors for new restaurants. Updating existing restaurant equipment is not eligible.
16. The Planning and Development Department shall formalize an application, guidelines and procedures consistent with these policy statements. The guidelines may be amended by the



Planning and Development
Room 200, City Hall
105 East Third Street
Ottumwa, IA 52501

Planning and Development Department so long as they are consistent with the Policy Statements governing the operation of the Downtown Area Revitalization Grant Programs.

17. The City Administrator shall hear and decide upon any appeal to decisions of the Downtown Area Revitalization Team.

Resolution No. 121-2022 approving and adopting these policy statements was approved May 3, 2022 by the Ottumwa City Council.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3191-2022: AN ORDINANCE AMENDING THE
SUBDIVISION CODE TO PROMOTE AND SIMPLY THE DEVELOPMENT OF
NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

Public hearing required if this box is checked.

RECOMMENDATION: Pass third consideration, pass and adopt Ordinance No.
3191-2022.

DISCUSSION: In addition to the 2022 Ottumwa Housing Plan, RDG Planning and Design prepared a code review memo with recommendations for improvements to the City code that would help execute the recommendations and vision included in the study. Several of those revisions related the Subdivision Ordinance.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Subdivision Ordinance addresses the process for approving a plat which divides property into three or more lots. New subdivisions would allow for areas of new development to be divided into lots to build homes. These changes seek to make that process easier for developers and to allow for subdivisions that are harmonious with existing development. Changes include:

Section 1: Currently the code does not allow for alleys in new subdivisions. This change would encourage alleys in new subdivisions. Many existing neighborhoods have alleys and these alleys allow for parking arrangements that maximize space in an affordable development. Alleys also reduce the cost of City work in the public right-of-way. Except where justified, subdivisions with alleys would locate utilities in the alley.

Section 2: Currently the code requires new subdivisions to have lots which are at least 60 feet wide, 100 feet deep and 7,000 square feet in total area. This change would allow any lot dimensions which conform to the minimum lot size for the zoning district the subdivision is located in.

Section 3: This section removes the authority of the Planning Commission and City Council to impose additional rules to protect the character of proposed subdivisions. RDG notes that these requirements would be imposed late in the process after developers have sunk significant cost and allowing for them is a deterrent to new development. The code already describes the most important elements the City is concerned with (parking, street design, lot size, etc.).

ORDINANCE NO. 3191-2022

AN ORDINANCE AMENDING THE SUBDIVISION CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 33-101, 33-106 AND 33-108 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

SECTION ONE. Section 33-101 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-101 in its entirety and enacting the following in lieu thereof:

Sec. 33-101. – Alleys in residential districts.

Alleys are encouraged in residential districts. Except where justified, subdivisions with alleys shall locate utilities in alleys rather than street right-of-way.

SECTION TWO. Section 33-106 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-106 in its entirety and enacting the following in lieu thereof:

Sec. 33-106. – Lots.

- (a) All residential lots shall comply with the lot size and dimensions required by the zoning district in which they are located.
- (b) The foregoing requirements apply only to residential lots served by public sanitary sewer. In the case of lots not so served, such lots shall be of sufficient additional area to properly accommodate a suitable private sewage disposal device. The city plan commission will determine the required lot size upon report of appropriate tests and adequate determination and recommendation of the city health officer.
- (c) Corner lots should have a width one-third greater than adjoining lots to provide adequate vision clearance at street intersections.
- (d) In all lots, so far as possible, the sidelines shall be perpendicular or radial to the street on which the lot faces.
- (e) Double frontage and reverse frontage lots should be avoided, except where their use will produce definite advantages in meeting special situations in relation to topography, sound site planning and proper land use.

SECTION THREE. Section 33-108 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 33-108 in its entirety and renumbering as necessary.

SECTION FOUR. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

SECTION SIX. This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION SEVEN. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA

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

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 3, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3192-2022: AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS OF THE MUNICIPAL CODE

Public hearing required if this box is checked.

RECOMMENDATION: Pass third consideration, pass and adopt of Ordinance No. 3192-2022

DISCUSSION: The 2022 Ottumwa Housing Plan and RDG's code review memo are the basis for these improvements to the City code that would help execute the recommendations and vision included in the housing study.

Several of these changes relate to so-called Missing Middle Medium Density Infill Development. Middle density infill is one of the core recommendations of the study. References to Housing Opportunity

Source of Funds:

Budgeted Item: Budget Amendment Needed:

infill included in the study would provide for a program where the Council would adopt prototype site plans by resolution. On a vacant, infill lot, any developer or builder could construct to the site plan without need for variance or special review. This year's capital budget provides funding to develop these prototypes to present to council.

The full list of code changes includes:

Section 1: This section creates definitions for Infill Development and Housing Opportunity Medium Density Infill Development.

Section 2: This section adds Housing Opportunity Medium Density Infill as a zoning use type.

Section 3: This section adds Housing Opportunity Medium Density Infill to Table 38-115, the Zoning Use Matrix. This matrix shows what use types are permitted or excluded in each zone. Housing Opportunity Medium Density Infill would be permitted in R-1 through R-5, C-1 through C-3 and I-1 according to supplemental regulations in Sec. 38-870(e) or Section 19 of this ordinance.

Section 4: This section clarifies that mixed-use buildings and mixed-use development are permitted in the C-1 through C-4 and -I1 zones provided that each use type is permitted in the zone. Mixed-use development is development sharing a lot or building which has multiple uses, such a first floor commercial and upper-story housing.

Section 5: This section removes the R-1 60 and R-1 70 zoning districts. No part of Ottumwa is currently zoned R-1 60 or R-70. All R-1 districts would have a minimum lot area of 6,000 square feet and a minimum lot width of 50 feet. New development could go larger, but this reflects the size of existing neighborhoods. This section also adds regulators for Housing Opportunity Medium Density Infill which refer to the supplemental regulation.

Sections 6 through 11: These sections add regulators for Housing Opportunity Medium Density Infill to other zoning districts. Similarly, they reduce required lot sizes to conform closer to existing lot sizes. Many single family homes in the R-2 and R-4 district which cover over one third of all residential neighborhoods by area are on lots smaller than 60 feet, even though the code sets 60 feet as the minimum size. As a result, staff routinely must provide letters lenders when these homes go up for sale clarifying that property owners could rebuild within two years of a fire destroying their home. Additionally, this effectively prevents building on many vacant lots without obtaining a variance or other special permission. New development could always go larger to satisfy market demand, but these changes preserve the viability of existing neighborhoods.

Section 12: This section clarifies that multifamily housing is permitted in the CS-1 district and adds townhouse and Housing Opportunity as permitted uses. Adaptive reuse for malls and other large retail into housing or mixed use with housing on the fringe of large shopping centers is a growing trend and this allows us to capitalize on that for our beleaguered mall area.

Section 13: This section reduces the required parking CS-1 from four or five spaces per 1,000 square feet to 3 spaces. RDG recommended this to incentivize development. Most of the existing CS-1 zone is already paved over regardless but this provides the possibility of using existing parking on the fringe for housing development or providing an incentive for new development. This section also clarifies that parking for Housing Opportunity development would conform to the prototype site plan.

Section 14: There were previously no regulators for housing in I-1, light industrial zone even though housing was permitted. This section adds regulators that are the same as the R-5 zone.

Section 15: This section adds supplemental regulations for Housing Opportunity Medium Density Infill. All development of this type would have to conform to the site plan prototypes adopted by the Council.

Section 16: This section exempts Accessory Dwelling Units from the requirement that accessory buildings do not take up more than 35% of the rear yard. It also allows accessory dwelling units on lots that are at least the minimum size for the zoning district. Previously lots had to be 1.5 times the minimum size. This section also removes licensed firearms business from the list of prohibited home based occupations and adds motor vehicle sales. We have had inquiries from individuals who seek to conduct a mail-based licensed firearms business from home and there are no obvious reasons to prevent it. Finally, this section allows home based occupations to use accessory buildings such as garages. We have seen many cases where people are forced to build an unnecessary breezeway in order to cut hair in their garage. This would allow the business to use the garage provided all other restrictions are complied with.

Section 17: This section allows for mixed-use development to share parking for different uses with different operating hours. This allows for the possibility of reducing the required parking as an incentive for development. The section also reduces the required parking for multi-family development from 1.5 spaces per unit to 1.25 spaces per unit. It changes the parking minimum for community recreation facilities to suit community recreation for housing developments other than trailer parks. It also creates a parking standard for Housing Opportunity development to comply with the approved site plan.

ORDINANCE NO. 3192-2022

AN ORDINANCE AMENDING THE ZONING CODE TO PROMOTE AND SIMPLIFY THE DEVELOPMENT OF NEW HOUSING BY AMENDING SECTIONS 38-41, 38-74, 38-115, 38-117, 38-206, 38-236, 38-266, 38-296, 38-326, 38-386, 38-418, 38-453, 38-457, 38-585, 38-870, 38-876 AND 38-940 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

SECTION ONE. Section 38-41 of the municipal code of the City of Ottumwa is hereby amended by adding a definition:

Infill development means new development that is sited on vacant or undeveloped land within an existing community, and that is enclosed by other types of development.

Housing Opportunity Medium Density Infill means residential medium density infill development authorized by administrative process which conforms to an approved prototype site plan established by resolution.

SECTION TWO. Section 38-74 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-74 in its entirety and enacting the following in lieu thereof:

Sec. 38-74. – Residential use types.

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- (1) *Single-family residential*. The use of a site for one dwelling unit, occupied by one family. Mobile home units, as defined by this section, are not a single-family residential use type.
 - a. *Single-family residential (attached)*. A single-family residential use in which one dwelling unit is located on a single lot and is attached by a common vertical wall to only one other adjacent dwelling unit on another single lot.
 - b. *Single-family residential (detached)*. A single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
- (2) *Duplex residential (conversion)*. The use of a legally-described lot for converting one dwelling unit into two dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (3) *Duplex residential (new)*. The use of a legally-described lot for two new dwelling units, each occupied by one family within a single building, excluding manufactured or mobile home units, but including modular housing units.
- (4) *Townhouse residential*. The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.
- (5) *Multiple-family residential (conversion)*. The conversion of a building with one or two dwelling units into a building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.

- (6) *Multiple-family residential (new)*. A new building with three or more dwelling units. Units may be individually owned or rented for not fewer than 30 days.
- (7) *Downtown residential*. The use of upper levels above street level of a building within the central business district of the city for single- or multiple-family residential uses.
- (8) *Group residential*. The use of a site for the residence of more than three unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units. Group residential uses are limited to facilities that are officially recognized or operated by a college or university, government agency, or nonprofit organization. Typical uses include fraternity or sorority houses and dormitories not incorporated into a college and university use type.
- (9) *Boardinghouse*. The use of a site for the residence of more than four unrelated persons, not otherwise defined as a family, in which occupants are accommodated in rooms not defined as dwelling units.
- (10) *Mobile home park*. Use of a site under single ownership for one or more mobile home units. Generally, the land on which mobile homes are placed in a mobile home park is leased from the owner of the facility.
- (11) *Retirement residence*. A building or group of buildings which provide residential facilities, provided that 75 percent of the residents are at least 60 years of age, or households headed by a householder of at least 60 years of age. A retirement residence may provide a range of residential building types and may also provide support services to residents, including, but not limited to, food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences may include additional health care supervision or nursing care.
- (12) *Housing Opportunity Medium Density Infill*. Residential infill development authorized by an administrative process which conforms to an approved prototype site plan established by resolution.

SECTION THREE. Table 38-115 Use Matrix is hereby amended by inserting the following in *Residential Uses*:

Zoning Districts	AG	Residential Districts							Commercial					Industrial		Supplemental Use Reg.	
		R	R1	R2	R3	R4	R5	RMHP	C1	C2	C3	C4	B	P	I1		I2
Housing Opportunity Medium-Density Infill			P	P	P	P	P		P	P	P				P		38-870(e)

SECTION FOUR. The zoning code of the City of Ottumwa is hereby amended by enacting a new section 38-117:

Sec. 38-117. – Mixed-use buildings and mixed-use development.

Provided that each use type is permitted in the individual base zoning district in which the structure or development is located, mixed-use buildings and mixed-use development shall be permitted in the following zoning districts:

- (a) C-1 Neighborhood Commercial District
- (b) C-2 Community Commercial District
- (c) C-3 Commercial Mixed-Use District

- (d) C-4 Downtown Mixed-Use District
- (e) I-1 Limited Industrial District

SECTION FIVE. Section 38-206 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-206 in its entirety and enacting the following in lieu thereof:

Sec. 38-206. – Purpose.

The R-1 districts are intended to provide for single-family residential development, with gross densities from approximately five units per acre to approximately seven units per acre. These areas generally include single-family dwellings on varying size lots with supporting community facilities and urban services, including city water and sanitary sewer service.

Table 38-206. Site Development Regulations for R1 Zoning District

Regulator	One-Family Detached	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses
Site area per housing unit			
Minimum lot area (square feet)	6,000	None	15,000
Minimum lot width (feet)	50	None	100
Minimum Yards			
Front yard	20	None	30
Side yard	4	None	10
Street side yard, corner lot ²	15	None	
Rear yard	25	None	
Maximum height (feet) ³	35	None	60
Maximum amount of total parking located in street yard	0		50%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION SIX. Section 38-236 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-236 in its entirety and enacting the following in lieu thereof:

Sec. 38-236. – Purpose.

The R-2 district is intended to provide for low/moderate density residential development, with gross densities generally between approximately six and ten units per acre. These developments include single-family dwellings on moderate-sized lots and two-family dwellings or duplexes/bi-attached homes.

Table 38-236. Site Development Regulations for R2 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses
Site area per housing unit					
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	None	75
Minimum Yards					
Front yard	20	20	20	None	30
Side yard	4	5	5	None	10
Street side yard, corner lot ²	15	15	15	None	
Rear yard	25	25	25	None	
Maximum height (feet) ³	35	35	35	None	60
Maximum amount of total parking located in street yard	0	0	0		50%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION SEVEN. Section 38-266 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-266 in its entirety and enacting the following in lieu thereof:

Sec. 38-266. – Purpose.

The R-3 district is intended to provide for moderate-density mixed residential development including small lot single-family dwellings, two-family dwellings, and townhouses with gross densities at about 12 dwellings per acre. Townhouse buildings are limited to no more than six dwellings in a row.

Table 38-266. Site Development Regulations for R3 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses
Site area per housing unit				3,500		
Minimum lot area (square feet)	5,000	3,500 per unit	7,000	2,000	None	10,000
Minimum lot width (feet)	50	35 per unit	70	20	None	75
Minimum Yards						
Front yard	20	20	20	20	None	30
Side yard	4	5	5	10 ³	None	10
Street side yard, corner lot ²	15	15	15	15	None	
Rear yard	25	25	25	25	None	
Maximum height (feet) ⁴	35	35	35	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0		50%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

⁴ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION EIGHT. Section 38-296 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-296 in its entirety and enacting the following in lieu thereof:

Sec. 38-296. – Purpose.

The R-4 district is intended to provide for medium-density development, including small lot one- and two-family development, townhouse, and multifamily residential development, with gross densities up to about 17 units per acre depending on the project size. This district is oriented towards accommodation of townhouse projects and typical three-story walkup apartment buildings.

Table 38-296. Site Development Regulations for R4 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	2,500		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
Minimum Yards							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 ²	5	None	10
Street side yard, corner lot ²	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) ⁴	35	35	35	35 or 3 stories	35 or 3 stories	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

⁴ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION NINE. Section 38-326 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-326 in its entirety and enacting the following in lieu thereof:

Sec. 38-326. – Purpose.

The R-5 district is intended to provide for high-density development, including small lot one- and two-family development and multifamily residential development, with gross densities up to 43 units per acre depending on the project size. This district is oriented towards accommodation of multi-story apartment developments, including senior housing projects.

Table 38-326. Site Development Regulations for R5 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses
Site area per housing unit				3,000	1,000		
Minimum lot area (square feet)	4,500	3,000 per unit	7,000	2,000	10,000	None	10,000
Minimum lot width (feet)	45	30 per unit	70	20	70	None	75
Minimum Yards							
Front yard	20	20	20	20	25	None	30
Side yard	4	5	5	10 ³	5	None	10
Street side yard, corner lot ²	15	15	15	15	20	None	
Rear yard	25	25	25	25	25	None	
Maximum height (feet) ⁴	35	35	35	35 or 3 stories	75	None	60
Maximum amount of total parking located in street yard	0	0	0	0	0		50%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

⁴ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION TEN. Section 38-386 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-386 in its entirety and enacting the following in lieu thereof:

Sec. 38-386. – Purpose.

The C-1 neighborhood commercial district is intended for neighborhood shopping facilities and mixed-use development serving the needs of residents of a surrounding residential area. Allowed commercial and office uses are generally compatible with nearby residential areas in scale and intensity. Site development regulations are intended to ensure compatibility in size, scale, and site characteristics with these residential environments. C-1 districts are generally most appropriate at intersections of collector and/or arterial streets, at the edge of residential areas, in planned commercial areas in newly developing residential districts, or at other locations where local commercial services are desired.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,500	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	20	70	None	None
Minimum Yards							
Front yard	20	20	20	20	25	None	20
Side yard	4	5	5	10 ³	5	None	0 ⁴
Street side yard, corner lot ²	15	15	15	15	15	None	20
Rear yard	25	25	25	25	30	None	0 ⁵
Maximum height (feet) ⁴	35	35	35	35 or 3 stories	75	None	35
Maximum amount of total parking located in street yard	0	0	0	0	50%		100%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

⁴ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

⁵ No side or rear yard except where apartments are above a store or shop, a rear yard of 20 feet shall be provided and where adjacent to an AG or R district, a side yard of ten feet and a rear yard of 20 feet shall be provided.

SECTION ELEVEN. Section 38-418 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-418 in its entirety and enacting the following in lieu thereof:

Sec. 38-418. – Purpose.

The C-2 community commercial district accommodates commercial, mixed-use and office facilities that serve the needs of markets ranging from an area of several neighborhoods to the overall region. While permitted commercial and office uses are generally compatible with nearby residential areas, traffic and operating characteristics of some uses may have an impact on adjacent residential neighborhoods. Use regulations may require a conditional use permit for these selected uses. C-2 districts are most appropriate at intersections of collector and arterial streets, at the junction of several neighborhoods, along major commercial or mixed use corridors, or at substantial commercial subcenters. The district also permits other uses with similar urban impacts to substantial commercial development.

Table 38-326. Site Development Regulations for C1 Zoning District

Regulator	One-Family Detached	One-Family Attached	Duplex (Two-Family)	Townhouse	Multifamily	Housing Opportunity Medium-Density Infill ¹	Other Permitted Non-Residential Uses or Mixed-Uses
Site area per housing unit				3,000	1,000		1,000
Minimum lot area (square feet)	5,000	3,000 per unit	7,000	2,000	10,000	None	None
Minimum lot width (feet)	50	30 per unit	70	18	70	None	None

Minimum Yards							
Front yard	20	20	20	20	25	None	None
Side yard	4	5	5	10 ³	5	None	None
Street side yard, corner lot ²	15	15	15	15	15	None	None
Rear yard	25	25	25	25	30	None	None
Maximum height (feet) ⁴	35	35	35	35 or 3 stories	75	None	45
Maximum amount of total parking located in street yard	0	0	0	0	50%		80%

¹ All Housing Opportunity Medium-Density Infill shall comply with Sec. 38-870(e).

² In the case of a reverse corner lot, there shall be maintained a setback from the side street of not less than 75 percent of the front yard required on the lots in the rear of such corner lot, but such setback need not exceed 25 feet.

³ There shall be a minimum of 15 feet separation between adjacent townhouse row dwellings.

⁴ Churches, schools, and hospitals are permitted a maximum height of 60 feet for the main structure, and 75 feet for towers or steeples.

SECTION TWELVE. Section 38-453 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-453 in its entirety and enacting the following in lieu thereof:

Sec. 38-453. – Principle use regulations.

The following uses shall be permitted in this district:

- (1) Business and professional offices, included medical, dental and eye care clinics.
- (2) Retail sales.
 - a. Animal hospital, veterinary clinic or kennel, providing an exercising runway shall be at least 200 feet from any R district.
 - b. Bakeries.
 - c. Bicycle shops.
 - d. Book stores.
 - e. Bowling alleys, billiard parlors and ballrooms.
 - f. Camera shops.
 - g. Candy shops.
 - h. Car washes, both manual and automated, provided the principal building is at least 100 feet from an R district.
 - i. Clothing stores.
 - j. Convenience stores.
 - k. Delicatessen.

- l. Drive-in or drive-through eating and drinking establishments provided the principal building is at least 100 feet from any R district.
 - m. Drug stores or pharmacies.
 - n. Eating or drinking establishments, except drive-in or drive-through establishments.
 - o. Fabric stores.
 - p. Florists.
 - q. Gift shops.
 - r. Grocery stores or supermarkets.
 - s. Home electronics stores, including TV sales and service.
 - t. Home improvement, lumber, and hardware retail sales. Storage of home improvement, lumber, and hardware merchandise may be permitted in a secondary building if the secondary building is enclosed on three sides and the square foot area of the secondary building does not exceed 25 percent of the principal retail sales building. Permitted storage and/or display are subject to site plan approval per section 38-452, procedures. Adequate visual screening by the principal building and/or landscaping is required.
 - u. Ice cream parlors.
 - v. Jewelry stores.
 - w. Libraries.
 - x. Pet stores.
 - y. Sales and service of new and used automobiles, new and used motorcycles, incidental to said sale of new automobiles and motorcycles. Including as incidental to these major uses shall be all repair work in connection with their own and customer vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this shall not be construed to include auto wrecking and rebuilding and resale of used parts.
 - z. Service stations, automotive parts store, provided no rebuilding or machining of automobile or truck parts is performed, minor service of vehicle but not including major mechanical overhauling, paint, and bodywork.
 - aa. Shoe stores.
 - bb. Sporting goods stores.
 - cc. Stationery and office supply shops.
 - dd. Theaters.
 - ee. Variety stores, department stores, including toy stores.
 - ff. Video and audio sales.
- (3) Service.
- a. Banks or automated teller machines.
 - b. Beauty shops or barbershops.
 - c. Dry cleaners, excluding commercial laundries.
 - d. Employment agencies.
 - e. Health clubs or fitness studios.
 - f. Interior decorating.
 - g. Shoe repairs.
 - h. Travel agencies.
 - i. Veterinary surgical clinics.
 - j. Watch repairs.
 - k. Hotels, motels, and other lodging facilities, not including extended stay facilities.
 - l. Conference centers or meeting halls.
- (4) Housing.
- a. Multifamily housing with a gross density of up to 43 units per acre.
 - b. Townhouse housing with a gross density of up to 12 units per acre. Townhouse developments shall include no more than six dwellings per row.

c. Housing Opportunity Medium-Density Infill which complies with Sec. 38-807(e).

SECTION THIRTEEN. Section 38-457 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-457 in its entirety and enacting the following in lieu thereof:

Sec. 38-457. – Off-street parking.

- (1) There shall be a minimum of three parking spaces per 1,000 square feet of building area.
- (2) The requirements of article XXX of this chapter shall serve as the parking criteria for out-lot parcels during site plan review.
- (3) Parking for Housing Opportunity Medium-Density Infill development shall comply with the site plan prototype as described in Sec. 38-870(e).

SECTION FOURTEEN. Section 38-585 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-585 in its entirety and enacting the following in lieu thereof:

Sec. 38-585. – Purpose.

The I-1 district provides appropriate space for light industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.

Table 38-585. Site Development Regulations for I1 Zoning District

Regulator	Permitted Residential Use	Other Permitted Uses
Minimum district size (square feet)	None	None
Minimum lot area (square feet)	Same as for the R-5 district	None
Minimum lot width (feet)	Same as for the R-5 district	None
Minimum Yards		
Front yard	Same as for the R-5 district	None
Side yard	Same as for the R-5 district	None
Street side yard, corner lot ¹	Same as for the R-5 district	None
Rear yard	Same as for the R-5 district	None
Maximum height (feet) ²	Same as for the R-5 district	None
Maximum amount of total parking located in street yard	Same as for the R-5 district	100%

SECTION FIFTEEN. Section 38-870 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-870 in its entirety and enacting the following in lieu thereof:

Sec. 38-870. – Same—Residential uses.

- (a) *Single-family detached design standards.* All single-family detached dwellings for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:
 - (1) The dwelling shall have a minimum length and width of at least 20 feet.
 - (2) Any foundation skirting material shall have the appearance of masonry or poured concrete typical of site-built homes.

- (b) *Downtown and group residential in CBD district.* Downtown and group residential uses are permitted in the CBD district only on levels above street level. A unit or units specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the board of adjustment.
- (c) *Mobile home parks.* Mobile home parks and mobile home residential use are permitted in the R-MHP district. Such use may be configured in a mobile home park. Following the effective date of the ordinance from which this section derives, no mobile home shall be located outside of a mobile home park. A mobile home park is subject to compliance with the following regulations:
 - (1) Site plan required. No person shall make alterations, construct, expand or remodel a manufactured home community or mobile home park within the city without first submitting a site plan of the proposed development as required by this chapter.
 - (2) Certification.
 - a. A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection, and any other applicable requirements shall be required of all mobile home parks.
 - b. The building official is authorized to perform an annual inspection of any mobile home park to ensure compliance with these regulations.
 - c. Before being located, whether permanently or for a temporary period of time allowed by a temporary permit, all mobile homes located in the city limits shall display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.
 - (3) Mobile home park area requirements. Mobile home parks or manufactured home communities shall be designed and maintained in accordance with the following requirements:
 - a. A mobile home park shall be considered to be one zoned lot. The minimum contiguous area of a mobile home park shall be five acres.
 - b. The maximum gross density of a mobile home park shall be eight units per acre.
 - c. Each yard abutting on a perimeter street shall be considered a front yard and shall be a minimum of 50 feet in depth.
 - d. All other perimeter yards shall have a minimum depth of 50 feet when adjacent to other than a mobile home park, and 35 feet when adjacent to another mobile home park.
 - e. Recreational areas shall be provided at a minimum of 250 square feet for each individual lot. This area shall be in addition to any common space provided to offset lot size reduction and shall also comply with provisions of the mobile home park ordinance as contained in this Code.
 - f. Mobile home park accessory uses may include direct service facility buildings, park management buildings, maintenance buildings, community buildings, and other uses of a similar nature. Maximum building height shall be two stories.
 - (4) Signage. One permanent, illuminated, non-flashing identification sign shall be permitted at any entrance to a mobile home park. Such sign shall be of ornamental metal, stone, masonry, or other permanent material and shall indicate only the name of such mobile home park. Such sign shall not exceed 18 square feet in surface area and the maximum height above street grade shall be as follows: Such sign located on the property line shall not exceed two feet in height; however, such sign may be located in a required yard and for every three feet such sign is set back from the property line, the sign may be one foot greater in height up to a maximum of six feet.
 - (5) Mobile home spaces; minimum requirements.
 - a. There shall be provided and maintained, a minimum distance of 25 feet between mobile homes.

- b. The individual mobile home lot shall contain no fewer than 4,000 square feet. However, such lot area may be reduced by an amount equal to an area included in common space defined as an area permanently reserved as open space, not including individual lots, parking areas, or streets, contiguous and immediately available to the lot or lots having reduced minimum areas, and by location, size, shape and landscaping obviously primarily for the utilization and enjoyment of the inhabitants of said contiguous lots.
- (6) Parking.
 - a. Two off-street spaces per mobile home space.
 - b. Community recreation facilities shall have one space for every 15 mobile homes.
 - c. Centralized storage areas for recreation vehicles shall be provided. These requirements may be modified by the planning and zoning commission in order to provide a better design of the mobile home park.
- (7) Street access and circulation requirements.
 - a. Access to public street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
 - b. Vehicular circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 100 feet. No such cul-de-sacs may exceed 300 feet in length.
 - c. Separation between units and circulation areas. The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
 - d. Street and sidewalk standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
- (8) Foundation requirements. Each home shall be skirted within 30 days of its placement in the park. Skirting materials shall be compatible with the exterior finish of the mobile home.
- (9) Financial responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
- (10) Completion schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the planning and zoning commission and city council. Such construction shall be completed within two years of approval, unless otherwise extended by the commission.
- (d) *Residential Conversions*. In addition to the condition use permit requirements in section 38-998, duplex and multiple-family residential conversions are subject to the following requirements:
 - (1) Dwelling unit size. All dwelling units in a multiple-family residential conversion must be at least 500 square feet and subject to the habitable space requirements of the building and housing codes.
 - (2) Existing nonconforming conversions.
 - a. Expansion. A nonconforming residential conversion cannot add new dwelling units in addition to what exists at the time of adopting the ordinance from which this section derives. If the number of available dwelling in a nonconforming building decreases, it cannot increase without a conditional use permit.
 - b. Discontinuation or abandonment. If a nonconforming use is discontinued or abandoned for a continuous period of one year, the nonconforming use is terminated. Following termination such building shall not be used as a duplex or multifamily residential conversion without a conditional use permit and shall otherwise revert to its original use.

(e) *Housing Opportunity Medium-Density Infill*. All Housing Opportunity Medium-Density development for which a building permit has been issued on or after the date of chapter adoption, shall comply with the following minimum design standards:

(1) All development shall conform to a prototype site plan included in the Housing Opportunity Medium-Density Site Plan Prototypes established by resolution.

SECTION SIXTEEN. Section 38-876 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-876 in its entirety and enacting the following in lieu thereof:

Sec. 38-876. – Permitted accessory uses—Residential properties.

(f) *Permitted accessory uses*. Residential uses may include the following accessory uses, activities and structures on the same lot:

- (1) Private garages and parking for the residency use.
- (2) Tool houses/sheds.
- (3) Accessory dwelling units in single-family homes.
- (4) Swimming pools, tennis courts or similar structures.
- (5) Home occupations, subject to the provisions of this chapter.
- (6) Leasing of rooms within the dwelling unit to two or fewer persons who are not members of the family therein residing.
- (7) Off-street parking subject to the provisions of this chapter.
- (8) Farm accessory buildings and structures.
- (9) Yard and garage sales. Yard and garage sales, flea markets, and other sales for more than five consecutive days or more than two times a calendar year are not permitted. All such sales must be operated so as not to create a nuisance from scattered and/or windblown items.
- (10) Noncommercial convenience services. For the primary use of residents in multifamily uses or mobile home parks, including laundromats, clubhouses and post offices.

(g) *Accessory buildings, structures and garages*.

- (1) *Time of construction*. No accessory building, accessory structure, or garage shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
- (2) *Definition and allowable use*. An accessory building is a building constructed for use as an accessory building for the storage of materials and equipment accessory to a primary use located on a property. For the purposes of this chapter, cargo containers, transport containers, industrial application mechanical housing or storage units, railroad cars, truck vans, converted mobile homes, trailers, recreational vehicles, bus bodies, vehicles and other prefabricated items or modified structures originally manufactured for purposes other than the residential storage of goods and materials shall not be used as accessory buildings, structures, or garages within any residential district or on any property the primary use of which is residential.
- (3) *Percentage of required rear yard area occupied*. Except for accessory dwelling units, no detached, accessory structure, accessory building, or buildings shall occupy more than 35 percent of the rear yard area. This area shall include the area measured the full width of the lot, lying between the rear lot line and the closest portion of the main building.
- (4) *Maximum size of accessory buildings*. The maximum size of the aggregate of all detached structures for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,200 square feet. A detached garage, along with all other accessory buildings, must not exceed a maximum of 35 percent rear yard area coverage limitation. If compliant with the maximum rear yard coverage limitation, detached accessory buildings

may exceed the maximum aggregate allowance limitation, subject to approval of a conditional use permit through the zoning board of adjustment.

- (5) *Height of accessory buildings in required rear yards.* No detached accessory building or accessory structure located in a required rear yard area shall exceed 18 feet in height.
 - (6) *Location.* No detached accessory building shall be located closer to the road than the front of the main building, unless approved by a conditional use permit. On corner lots, no detached accessory building shall be located closer to the road than the front and side of the main building, unless approved by a conditional use permit.
- (h) *Accessory dwelling units.* Accessory dwelling units (ADU's) are permitted in single-family homes where the property is in compliance with the permitted use and bulk regulation requirements of this chapter, subject to the following additional requirements.
- (1) The review and approval of an ADU application is by staff administrative process. The proposed ADU must meet all the requirements of the city building code and all other applicable city requirements.
 - (2) The size of the lot on which an ADU is proposed must equal at least the minimum lot size for the single-family home in the relevant zoning district.
 - (3) Only one ADU is permitted on a single-family property. The ADU may be either attached or detached. In both cases, all of the requirements of this section must be met.
 - (4) The owner of the subject property must reside in one of the dwelling units on the property.
 - (5) The ownership of the property may not be divided into separate condominium ownership of each separate unit.
 - (6) One off-street parking space, in addition to the parking requirement for the single-family home, must be provided in accordance with this chapter's requirements for parking on a single-family lot.
 - (7) The minimum size of the ADU is 400 square feet and the maximum size is 1,200 square feet.
 - (8) For both a detached ADU and one provided by an addition to the existing structure, the new construction must be aesthetically compatible with the existing home. The minimum width of a detached ADU is 20 feet.
- (i) *Home-based business/home occupations.*
- (1) *Statement of intent.* Home-based businesses and home occupations are permitted as an accessory use in residential units and must register and obtain a permit from the planning and development department, subject to the conditions described below. A certificate of compliance issued by the zoning enforcement officer shall be obtained before beginning any home occupation.
 - (2) Home occupations. Any occupation or profession conducted entirely in a dwelling unit where the only goods or services rendered in connection with the said occupation, are goods and services manufactured solely on the premises, and provided that:
 - a. No person other than members of the immediate family residing on the premises shall be engaged in such occupation.
 - b. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 50 percent of the area of any one floor of the dwelling unit, including the basement, shall be used in conducting the home occupation.
 - c. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one non-illuminated sign not exceeding two square feet in area and mounted flat against the wall of the principal building.
 - d. There shall be no stock in trade kept or any sale of commodities other than those necessary for the manufacturing of the product or rendering of the service in connection with the said occupation.

- e. In such home occupation no equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- f. Traffic generation and parking.
 - 1. The zoning administrator may limit total vehicle trips per day, as a condition of approval.
 - 2. Parking needs generated by a home-based business shall be satisfied with off-street parking. No more than one vehicle used in connection with any home occupation shall be parked on the property. Such parking shall not be located in a required front yard. No more than two on-street parking spaces shall be used by the home occupation at any one time.
- g. Prohibited home-based businesses/home occupations. The following activities are prohibited as home-based businesses, even if they meet the other requirements set forth in this section. This is not an all-inclusive list. Similar uses may be added by the zoning administrator.
 - 1. Tanning salons.
 - 2. Animal hospitals.
 - 3. General retail sales.
 - 4. Restaurants.
 - 5. Repair shops or service establishments that service major electrical appliance repair, motorized vehicles repair, small engines, and related items.
 - 6. Stables or kennels.
 - 7. Welding, vehicle body repair, or rebuilding or dismantling of vehicles.
 - 8. Motorized vehicle sales.

SECTION SEVENTEEN. Section 38-940 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 38-940 in its entirety and enacting the following in lieu thereof:

Sec. 38-940. – Schedule of off-street parking requirements.

- (a) Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 38-940.
- (b) Computation.
 - (1) When a computation of required parking results in a fraction of 0.5 or greater, the requirement shall be rounded up to the next whole number.
 - (2) Unless otherwise indicated, parking requirements are based on gross floor area.
 - (3) When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code or other official determinations of occupancy in effect for the city at the time the use is established.
 - (4) Tandem parking spaces. Tandem parking spaces (one car parked directly behind another) shall not be permitted except for single-family residences, mobile homes, or parking facilities when an attendant is on duty during the hours when the facility is being used.
 - (5) For mixed-use buildings or mixed-use developments up to 50% of required parking may be shared for uses with different operating times.
 - (6) Auto service and body repair subject to other restrictions applicable under this chapter.

Table 38-940. Minimum Off-Street Parking Requirements

<i>Agricultural Use Types</i>	
Horticulture	One space per 1,000 square feet of sales area.
Crop/animal production	No requirement.
<i>Residential Use Types</i>	
Single-family residential	One space per dwelling unit
Duplex residential	One space per dwelling unit
Multifamily residential	1.25 spaces per dwelling unit
Downtown residential	Not required
Group residential or boardinghouse	One space for each bedroom or resident, whichever is greater
Mobile home park	Two spaces per dwelling unit
Community recreation facilities	One space per 15 units
Retirement residents	One space per independent living unit; one-half space per assisted living unit
Housing Opportunity Medium-Density Infill	Parking shall conform to the prototype site plan as described in Sec. 38-870(e)
<i>Civic Use Types</i>	
Administration	One space for 300 square feet of gross floor area.
Cemetery	No requirement.
Clubs	One space per four-person capacity in largest assembly area.
College/university	One space per three full-time students.
Convalescent services	One space for four beds.
Cultural services	One space per 500 square feet of gross floor area.
Day care services	One space per five-person capacity + one space per employee of largest shift.
Group care facility	One space per four-person capacity + one space per employee of largest shift.
Group home	One space per four-person capacity + one space per employee of largest shift.
Guidance services	One space per 300 square feet.
Health care	One space per 300 square feet + one space per employee of largest shift.
Hospitals	One space per two beds + one space per employee of the largest shift.
Maintenance facilities	See Schedule A.
Parks and recreation	Established by an approved site master plan.
Postal facilities	See Schedule A.
Primary education	One space per employee of largest shift + ten stalls for visitors.
Public assembly	One space per five-person capacity.
Religious assembly	One space per four-person capacity in largest assembly area.
Safety services	One space per employee of maximum shift + one stall per 1,000 square feet
Secondary education	One space per employee of maximum shift + one space for each three 11th and 12th grade students.

Utilities	One space per employee of maximum shift.
<i>Commercial Use Types</i>	
Agriculture sales/service	See Schedule A.
Auto and equipment rental and sales, equipment repair	See Schedule A.
Auto service	Three times service capacity.
Banquet hall	One space per three-person capacity.
Bed and breakfast	One space per rentable bedroom (see section 38-872(d)).
Body repair	Five spaces per repair stall.
Business support services	One space per 500 square feet.
Campground	One space per camping unit.
Cocktail lounge	One space per 50 square feet of customer service area.
Commercial recreation	One space per four-person capacity. For bowling alleys, three spaces per lane.
Communication services	One space per 500 square feet.
Construction sales	See Schedule A.
Consumer services	One space per 200 square feet.
Convenience storage	One space per 40 storage units.
Equipment sales/service	See Schedule A.
Food sales (all types)	One space per 200 square feet.
Funeral service	One space per five seats in principal auditorium.
General retail services	One space per 300 square feet
Liquor sales	One space per 200 square feet.
Lodging	One space per unit.
Personal improvement	One space per 250 square feet.
Personal services	One space per 250 square feet.
Pet services	One space per 500 square feet.
Restaurants (drive-in)	One space per 50 square feet of customer service area.
Restaurants (general)	One space per three-person capacity in dining area.
Stables/Kennels	One space per employee + one stall per 5,000 square feet of site area.
Surplus sales	See Schedule A.
Tearoom	One space per three-person capacity in dining area.
Trade services	One space per 500 square feet.
Travel centers	One space per 200 square feet in building + one space for each fueling station.
Truck stop	One space per 200 square feet in building + one space for each fueling station.
Veterinary services	One space per 500 square feet.
<i>Office Use Types</i>	
Corporate offices	One space per 300 square feet.
General offices	One space per 250 square feet.
Financial services	One space per 250 square feet
Medical offices	Greater of one space per 250 square feet.

<i>Miscellaneous Use Types</i>	
Broadcasting tower	See Schedule A.
Non-putrescible landfill	See Schedule A.
All landfills	See Schedule A.
<i>Industrial Use Types</i>	
Agricultural industries	See Schedule A.
Light industry	See Schedule A.
General industry	See Schedule A.
Heavy industry	See Schedule A.
Railroad facilities	See Schedule A.
Resource extractions	One space per employee on largest shift.
Salvage services	See Schedule A.
Warehousing	See Schedule A.
Construction yard	See Schedule A.

(c) Schedule A. This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics.

Function of Element	Requirements
Office or administration	One space per 300 square feet.
Indoor sales, display or service area	One space per 500 square feet.
Outdoor sales, display or service area	One space per 2,000 square feet.
Equipment servicing or manufacturing	One space per 1,000 square feet.
Indoor or outdoor storage or warehousing	One space per 5,000 square feet.

SECTION EIGHTEEN. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

SECTION TWENTY. This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION TWENTY-ONE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA

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

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Ordinance No. 3193-2022. Proposed Ordinance Granting an Electric Transmission Franchise to ITC Midwest, LLC.

****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: May 3, 2022 – Pass and Adopt Final Reading of Ordinance No. 3193-2022.

DISCUSSION: This is a proposed ordinance that will grant ITC Midwest, LLC, its' successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an electric transmission system for a period of 25 years.

For informational purposes on services provided by ITC I pulled the following from their home page.

“Through its regulated operating subsidiaries ITC Transmission, Michigan Electric Transmission Company, ITC Midwest and ITC Great Plains, ITC owns and operates high-voltage transmission infrastructure in Michigan, Iowa, Minnesota, Illinois, Missouri, Kansas and Oklahoma, and in development in Wisconsin. These systems serve a combined peak load exceeding 26,000 megawatts along 16,000 circuit miles of transmission line, supported by 700 employees and 1,000 contractors.

ITC is based in Novi, Michigan. For further information visit www.itc-holdings.com. ITC is a subsidiary of Fortis Inc., a leader in the North American regulated electric and gas utility industry. For further information visit WWW.FORTISINC.COM.”

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

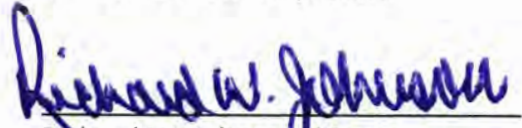
Passed on its first consideration on the 5th day of April, 2022.

Passed on its second consideration on the 19 day of April, 2022.

Requirement of consideration and vote at two prior council meetings suspended on the _____ day of _____, 2022.

Final passage and adoption on the 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022.

By: _____
Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto the _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022.

_____ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:



By: 
Christina Reinhard, City Clerk

**CITY OF OTTUMWA, IOWA
ELECTRIC TRANSMISSION FRANCHISE**

ORDINANCE NO. 3193-2022

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Ottumwa, Wapello County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, and equipment for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa, Wapello County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Ottumwa, Wapello County, Iowa, for the period of twenty-five (25) years.

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

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, and equipment for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years.

Section 2. Indemnification.

The Company shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon. However, the Company is not obligated to defend or indemnify the City for any claims, demands, losses, damages, costs and expenses arising from negligence on part of the City and its agents, employees, or contractors.

The company shall maintain commercial general liability insurance coverage, or its equivalent, through the term of this franchise, so as to protect and indemnify City from suits or claims arising out

of Company's negligent acts subject to policy terms and conditions. Such insurance shall be comprehensive in nature, including, but not limited to, contractual liability. In addition, such insurance shall contain limits not less than \$1,000,000 combined single-limit personal injury and property damage. Company's failure to meet this insurance requirement shall not relieve Company of its responsibilities under this franchise. Upon proof of financial responsibility to the reasonable satisfaction of City, Company may be allowed to self-insure the coverages indicated herein resulting from the negligent acts or omissions of Company, Company's agents or employees. Company shall provide City with certificates of insurance or a letter of self-insurance upon request.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the State of Iowa.

Section 3. Placement of Poles, Lines, Etc.

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. Once a pole has been replaced by a new pole, the Company shall remove the obsolete pole within 90 days of the installation of the new pole. If the pole has not been removed within 90 days, the Company, at the City's request, will provide a written explanation and a date by which the pole will be removed, not to exceed 180 days from the date of installation of the new pole. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 4. Excavations.

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and comply with all applicable federal, state, county and city ordinance requirements. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 5. Relocation.

The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, or over any public streets, avenues, alleys and public places in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the streets, avenues, alleys and public places or any public improvement thereof, in or about any such streets, avenues, alleys and public places or reasonably promoting the efficient operation of any such improvement. Prior to requiring the Company to relocate its facilities, the City and Company shall meet to discuss the timeline and scope of the project. In the event the relocation of the Company's services cannot be accomplished within the timeframe desired by the City, the Company will notify the City and propose a date

by which its facilities will be relocated, not to exceed 180 days from the date the City and Company meet to discuss the project, unless mutually agreed.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall give the Company reasonable advance written notice to vacate a public right of way. Vacating a public right of way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company, and the City shall utilize reasonable efforts to assist Company in securing an easement or other continued rights of record to continue to operate and maintain its facilities upon such location.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 6. Street Abandonment or vacation; Utility Easements.

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City will grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition. The Company shall construct and maintain its transmission facilities in accordance with applicable law. The Company will maintain compliance with state and federal regulatory standards.

Section 8. Tree Pruning or Removal

The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time, and consistent with any then current vegetation clearance plan on file with the Iowa Utilities Board if and as may be required thereby.

Section 9. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 10. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 11. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

If and when underground facilities of Company are replaced and/or upgraded, it shall be so at Company's cost. Underground facilities shall not be replaced or upgraded with overhead facilities, unless mutually agreed.

Section 12. Severability.

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

Section 13. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

Section 14. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 15. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 16. Acceptance.


The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 17. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company.



Mayor

Attest: 

City Clerk



CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Ottumwa, Wapello County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Ottumwa city council held the ____ day of ____ 20____, pertaining to the adoption of Ordinance No. _____; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. _____ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the ____ day of _____ 20__ in the <CITY> <NEWSPAPER>; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. _____ was published on the ____ day of _____ 20__ in the <CITY> <NEWSPAPER>, a newspaper published at least once weekly and of general circulation in the City of <CITY>, <NAME> County, Iowa.

Clerk for the City of Ottumwa,

(SEAL)

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 3, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3194-2022: AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW APPLICATIONS FOR DEALER EXTENSION LOTS

Public hearing required if this box is checked.

RECOMMENDATION: Pass third consideration, pass and adopt Ordinance No. 3194-2022.

DISCUSSION: At Commission meetings and in one-on-one conversations with Council members, interest was expressed in establishing a moratorium on new used car dealerships and dealer extension lots. A moratorium was established in 2015 and later repealed. This ordinance would re-establish a moratorium which would prevent Staff from issuing a certificate of zoning compliance for a new application for a used motor vehicle dealer lot or a

Source of Funds:

Budgeted Item: Budget Amendment Needed:

or a new dealer extension lot. Certificates of Zoning Compliance are required by the DOT to issue dealer licenses.

Concerns have been cited regarding proximity to residential development, screening, display density, etc. Staff would use the period during the moratorium to attempt to develop better regulations for car dealerships.

The ordinance creates an exception for transferring ownership of an existing business.

ORDINANCE NO. 3194-2022

**AN ORDINANCE ESTABLISHING A ONE-YEAR MORATORIUM ON THE
ISSUANCE OF CERTIFICATES OF ZONING COMPLIANCE FOR NEW
APPLICATIONS FOR USED MOTOR VEHICLE DEALER LOTS AND NEW
APPLICATIONS FOR DEALER EXTENSION LOTS**

WHEREAS, the State of Iowa issues licenses for used motor vehicle dealer lots and dealer extension lots; and

WHEREAS, as part of the licensing process, an applicant must obtain a certificate of zoning compliance from the City in which the lot will be located; and

WHEREAS, the permitted uses and use definitions within the zoning code for the City of Ottumwa have not been reviewed or revised for a number of years; and

WHEREAS, the City would like to review its current zoning regulations and consider revisions which would create better compatibility between used automotive dealer lots and adjacent uses, including residential uses; and

WHEREAS, these revisions are necessary to promote the health, safety, morals and general welfare of the community; and

WHEREAS, because this moratorium relates to zoning regulations, it has been considered by the planning and zoning commission prior to coming to the City Council for approval; and

WHEREAS, the City Council would like to have an adequate amount of time to formulate these regulations prior to considering or approving the operation or development of any new Automotive Rental and Sale uses within the City of Ottumwa

WHEREAS, the City Council does not intend for this moratorium to prohibit the transfer of an existing used motor vehicle dealer lot or existing dealer extension lot to a new owner.

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

SECTION ONE. A one year moratorium is hereby placed on the issuance of certificates of zoning compliance for new applications for used motor vehicle dealer lots and new applications for dealer extension lots, except for applications filed with respect to a used motor vehicle dealer lot or dealer extension lot that existed prior to the moratorium and that requires a new certificate of zoning compliance due to acquisition of the existing motor vehicle dealer lot or existing dealer extension lot by a new owner.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

SECTION FOUR. This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

PASSED on its first consideration the 5 day of April, 2022.

PASSED on its second consideration the 19 day of April, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this 3rd day of May, 2022.

CITY OF OTTUMWA, IOWA

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

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 3, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3198-2022: Proposed Ordinance to Repeal and Replace Chapter 7 of the City Code

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3198-2022

MOTION TO TABLE ITEM I-5 – AND BRING BACK FOR FIRST READING WITH CHANGES SHARED AND DISCUSSED WITH LEGAL. HULL MOVED, SECONDED BY ROE – VOTE ALL AYES.

DISCUSSION:

On November 16, 2021 the City Council officially received a petition (Petition No. 5086-2021) to end the ban on Pit Bulls in Ottumwa, Iowa. On January 18, 2022 the City Council held a public hearing to gather input from the community at large regarding a potential revision to the ordinance as requested by the petition. Since that meeting staff and council members have continued to receive input and feedback from the community and the coalition. On February 1, 2022 the City Council authorized the city attorney along with consultation of city staff to prepare a revised ordinance inclusive of broader animal issues in the city.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Stemming from the January 18 meeting and the duration of staff review, there was a consistent theme regarding animal care and enforcement of the code in general. The revised code identifies a number of minor revisions such as definitions and clarifying language to assist in enforcement of the code. Additionally, there was a revised classification of animal from "potentially dangerous" to "high risk." Finally, language was added to incorporate procedural and appeal processes as well as language exempting service animals from some aspects of the code.

The other aspect of the code, which prompted the initial review was the petition related to removing the language in the Code that specifically defines the "pit bull terrier" as a dangerous animal by breed in addition to other animal classifications, actions of animals and the history of animal actions as a "dangerous animal." Pit bulls have been included in the definition of dangerous animals since the 1980's. Based upon a review of comments from the public and other independent research, it is my opinion that insufficient evidence exists to reverse the ban at this time. While the Code has been revised to incorporate definitions and process related to vicious, high risk, and dangerous dogs; it does not remove the pit bull terrier from the definition of a dangerous animal.

ORDINANCE NO. 3198-2022

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 7,
ANIMALS AND FOWL, OF THE MUNICIPAL CODE OF THE CITY OF
OTTUMWA.**

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

SECTION ONE. Chapter 7, Animals and Fowl, of the municipal code of the City of Ottumwa is hereby amended by repealing Chapter 7 in its entirety and enacting the following in lieu thereof:

Chapter 7 ANIMALS AND FOWL

ARTICLE I. IN GENERAL

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means the voluntary relinquishment of possession of an animal by the owner, with the intention of terminating ownership without vesting it in any other person. To abandon shall include any of the following:

- a. For the owner or keeper to leave any animal without demonstrated or apparent intent to recover or to resume custody.
- b. To leave an animal for more than twelve (12) hours without providing adequate food, water, and shelter for the duration of the absence.
- c. To turn out or release an animal.

Adequate food means fresh, nutritious food suitable for the species provided continuously or at suitable intervals in a sanitary manner in quantities sufficient to allow for normal growth or maintain good health and body weight in an animal considering its age and condition.

Adequate protection from the elements means a protected area, in addition to a doghouse or similar structure, that provides shade from the sun and protection from wind, rain, snow, and extremes of hot and cold.

Adequate shelter means a dog house or similar structure, for each animal chained, tethered, penned or otherwise restrained or confined outdoors, suitable for the species, age, condition and size of the animal; that has solid sides, floor and top that do not leak air or moisture and a cover over the doorway which keeps the doghouse or structure dry and allows the animal unlimited access and egress from the doghouse or structure; is clean, safe, enables the animal to be clean and dry and protects the animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is large enough for the animal to stand up, lie down and stretch comfortably and make all other normal bodily

movements in a comfortable, normal position for the animal. A carrier or crate is not adequate shelter.

Animal means any live (or dead where applicable) domestic vertebrate creature, male or female, and including dogs and cats, fowl and reptiles kept as pets except wild or dangerous animals as hereinafter defined.

Animal control shelter means a facility which is used, but is not limited to, housing or containing dogs or cats, or both and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

At heel means under the voice control and within fifteen (15) feet of the owner or person in custody of the animal.

At-large means any licensed or unlicensed animal found off the premises of its owner and not under the control of a person physically capable of controlling the animal, and not on a leash sixteen (16) feet or less in length.

Bite means any puncture, laceration, abrasion, scratch or other break in the skin of a human being, or other animal where applicable.

Cat means any male or female animal of the family Felidae, genus Felis, species catus, whether neutered or not.

Chicken (Gallus domesticus) means a domesticated fowl.

City pound or dog pound means a facility for the prevention of cruelty to animals operated by the state, a municipal corporation, or other political subdivision of the state for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society.

Community service officer means a person appointed by and under the direction of the chief of police to enforce the provisions of this chapter.

Dangerous animal means and includes any animal which is not naturally tamed or gentle; or which is of a wild nature or disposition; or which is capable of killing or inflicting serious injury upon human beings and having known tendencies, individually or as a species, to do so; or which, because of its size or other characteristics, would constitute a danger to human life or property if it is not kept or maintained in a safe manner or in secure quarters, including, but not limited to, the following animals, which shall be deemed as dangerous per se:

Bears, wolves, wolf hybrid dogs, foxes, coyotes, lions, tigers, jaguars, leopards, cougars, panthers, lynxes, cheetahs, bobcats, elephants, bison, badgers, wolverines, weasels, skunks, raccoons, members of the primate family, scorpions, poisonous or venomous snakes, poisonous or venomous spiders, poisonous or venomous reptiles, and other poisonous or venomous animals, alligators, crocodiles, anacondas, pythons, boa constrictors, piranhas, sharks, pit bull terrier, any crossbreed of such animals which have similar characteristics to the animals specified herein.

Dart means the process whereby a drug of a sedative nature is delivered to and injected into an animal by means of a projectile shot from a rifle or gun, for the purpose of subduing or rendering an animal unconscious for capture.

Department shall mean the Administrative Services Department

Dog means any member of the canine species.

Domestic animal means any animal of a species that normally is bred, raised, and is accustomed to live in or about human habitation. Domesticated animals include, but are not limited to, pets such as dogs or cats. The term shall not include animals owned by the police department, animals in a zoo, or livestock.

Fowl means any of various birds of the order Galliformes, including but not limited to domesticated chickens, ducks, geese, turkeys, or pheasants.

Hearing Ear dog means any dog owned by a deaf or partially deaf person, and which has been properly trained to aid its owner.

High risk animal means any animal that satisfies one or more of the following:

- a. Chases or approaches a person, domestic animal, fowl, or livestock in an apparent attitude of attack, or
- b. Attacks a person, domestic animal, fowl, or livestock, or
- c. Bites, harms, or attempts to bite or harm a person, domestic fowl, or livestock; and
- d. Has been trained to fight other domestic animals; or
- e. Has been trained as a guard dog for people or property.
- f. This section shall not apply to law enforcement canines.

An animal provoked to an attitude of self-defense, or assumes a defensive attitude in protection of its owner's property shall not summarily be proposed to be a high risk animal. The city administrator or their designee may take various factors into consideration when determining whether an animal meets this definition. These factors include, but are not limited to, whether the animal was provoked, or whether the animal was acting to protect itself, its owner, or its owner's property.

Hybrid means any offspring produced by breeding a domestic cat or domestic dog to an animal listed as a dangerous animal per se.

Identification tag means a rabies vaccination tag for cats and dogs and a city license tag for dogs.

In heat means a female animal during the active state of estrus.

Injury means any visible or documented bodily injury not constituting "Serious Injury" as defined herein.

Irresponsible animal owner means any animal owner that has:

- a. Been convicted or pled guilty three times or more for separate incidents that occurred in any twelve (12) month period concerning:
 1. An animal at large;

-
2. An animal disturbing the peace;
 3. An unlicensed animal;
 4. An excessive number of animals; or
 5. Unsanitary premises due to animals.
- b. Been convicted or pled guilty two times or more for separate incidents concerning:
 1. Animal neglect;
 2. Keeping animals covered by section 7-28 without obtaining a license; or
 3. An animal declared a vicious animal.
 - c. Been convicted or pled guilty of:
 1. Animal abuse;
 2. Animal torture.

Kennel means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire or training of dogs or cats and which is required to be licensed by the state for such purpose.

Licensed kennel cat and/or dog means cats and/or dogs kept or raised in a state or federal licensed kennel solely for the purpose of show, breeding, boarding or sale and kept under constant restraint.

Livestock means an animal belonging to the bovine, caprine, equine, ovine, or porcine species, ostriches, rheas, emus, farm deer or poultry.

Neutered shall mean the same as "neutered," "altered," and "spayed," and refers to a procedure that has been performed by a veterinarian on an animal, male or female, that renders it incapable of bearing offspring.

Owner means any person who owns, keeps, harbors, feeds or knowingly permits an animal to remain on or about any premises owned or occupied by that person. If such person is a minor, then "owner" means the parents or custodial parent or guardian of such person.

Pit bull terrier means an American Pit Bull Terrier, Staffordshire Bull Terrier, or American Staffordshire Bull Terrier breed of dog; a mixed breed of dog which contains as an element of its breeding the breed of American Pit Bull Terrier, Staffordshire Bull Terrier, or American Staffordshire Bull Terrier as to be identifiable as partially of the breed of American Pit Bull Terrier, Staffordshire Bull Terrier, or American Staffordshire Bull Terrier; or, a dog which has the appearance and characteristics of being an American Pit Bull Terrier, Staffordshire Bull Terrier, or American Staffordshire Bull Terrier breed or mixed breed of dog which contains as an element of its breeding the breed of American Pit Bull Terrier, Staffordshire Bull Terrier, or American Staffordshire Bull Terrier.

Proper enclosure of a potentially dangerous animal means, while on the owner's property, a potentially dangerous animal is securely confined indoors, or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and secure top to prevent the

animal from escaping over, under, or through the structure, and shall also provide adequate food, adequate water, adequate shelter and adequate protection from the elements.

Provocation; without provocation. See section 7-22(b) and (c).

Seeing Eye dog means any dog owned by a blind or potentially partially blind person and which has been trained to aid its owner.

Serious injury means a bodily injury that does any of the following:

- a. Creates a substantial risk of death;
- b. Causes serious permanent disfigurement;
- c. Causes protracted loss or impairment of the function of any bodily member or organ.

Service animal means a dog that is a working animal, not a pet, which is individually trained to do work or perform tasks for people with disabilities. The work or tasks a dog has been trained to provide must be directly related to the person's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being or companionship do not constitute work or tasks for the purposes of this definition.

Stray means any animal at-large.

Threatened animal means an animal that is abused as provided in section 7-4.

Vicious animal means and includes any animal which bites or harms:

- a. A person or persons and the bite or harm causes bleeding or noticeable and documented injury to the person; or
- b. A domestic animal, fowl, or livestock such that the domestic animal, fowl, or livestock is significantly injured, requires medical attention, is maimed, or killed.

An animal provoked to an attitude of self defense, or assumes a defensive attitude in protection of its owner's property shall not summarily be proposed to be a vicious animal. The city administrator or their designee may take various factors into consideration when determining whether an animal meets this definition. These factors include, but are not limited to, whether the animal was provoked, or whether the animal was acting to protect itself, its owner, or its owner's property.

Wild animal means any live (or dead where applicable) vertebrate creature, male or female, not defined as an "animal" above or "dangerous animal" above.

Sec. 7-2. Enforcement of chapter.

The chief of police shall be responsible for the enforcement of the provisions of this chapter. However:

- (1) The city council may contract with another governmental entity or a nonprofit or not for pecuniary profit organization to operate the city pound for the purpose of impounding animals as required by this chapter, which said contract may provide for the delegation of such of the powers and duties herein granted to the chief of police as the city council deems necessary to carry out the purposes of this chapter.

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- (2) The chief of police may appoint community service officers who shall assist in enforcing the provisions of this chapter and perform such other duties as is required. A community service officer shall have police powers necessary to discharge the duties of this chapter and to enforce its provisions.

Sec. 7-3. Interference while performing duties.

No person shall knowingly interfere with, hinder or obstruct the chief of police, a peace officer, a community service officer, or any other person authorized to perform duties under this chapter while engaged in the performance of their duties under this chapter.

Sec. 7-4. Cruelty to animals.

The following acts shall constitute abuse of animals, and shall subject the owner or other person in control of the animal to the penalty provisions of state law and this Code:

- (1) Failure to provide the animal unlimited access to adequate food, adequate water and easy access to adequate shelter and adequate protection from the elements.
- (2) Beating, tormenting, overloading or overworking an animal.
- (3) Permitting or encouraging any combat between animals, or between animals and humans.
- (4) Abandoning any animal, unless to an animal control shelter as defined herein.
- (5) Exposing any known poisonous material, drug, legal or illegal, with the intent of allowing or encouraging the material to be eaten by any bird, fowl or domesticated animal.
- (6) Failure to maintain sanitary conditions where animals are kept.
- (7) Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal.
- (8) Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean, and free of disease and parasites.
- (9) Leaving any animal in a standing or parked vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the community service officer determines that such an animal is in immediate danger, the community service officer or designee may remove the animal by whatever reasonable means is necessary without liability, for the purpose of taking the animal into protective custody.
- (10) Intentionally injuring, maiming, disfiguring, mutilating or destroying an animal by any means that causes pain or suffering.
- (11) Overload or overwork a domestic animal or fowl or any other animal under the person's care, custody, and/or control.

State law reference(s)—Livestock neglect, I.C.A. § 717.2; animal neglect, I.C.A. § 717B.3; animal torture, I.C.A. § 717B.3A.

Sec. 7-5. Sanitation of premises.

All structures, pens, coops or yards wherein animals, domestic or wild, are confined shall be maintained in a clean and sanitary condition at all times, devoid of vermin and free from offensive odors. The chief of police or designee may, at any time, inspect or cause to be inspected any structure or premises, and issue any such order as may be necessary to enforce the provisions of this section, and any other relevant or pertinent rule, regulation of the board of health of the city, or any health provisions of this Code.

Sec. 7-6. Animal traps.

No person may set traps in the city for the purpose of apprehending wild or domesticated animals. This section does not prohibit:

- (1) Trapping mice, rats or other household vermin;
- (2) The setting of traps to destroy moles and other underground pests so long as the traps used may be triggered only by subsurface action; or
- (3) The setting of traps in the line of duty by a community service officer, or with written permission from and supervision by a community service officer, or licensed pest control operators.

Sec. 7-7. Abandonment of animals.

No owner of an animal shall abandon such animal, unless transferred to another person, entity, or surrendered to a licensed animal control shelter.

Sec. 7-8. Injury to animals.

- (a) The operator of any vehicle which strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained or located, the report shall be made to the police department.
- (b) All employees within the departments of public works, building and code enforcement, water pollution control, parks, fire and police are responsible for picking up dead animals, whether domestic or wild, found by that employee on streets, on public rights-of-way, and found at large in parks or on other public property. The police department will be notified of any injured animals found and will be responsible for taking such action as deemed necessary to protect or dispose of said animal. In the event a dead animal found on city property is wearing any type of identifying tag, the police department will be notified to attempt contact with the owner. City employees are not responsible for picking up dead animals on private property.

Sec. 7-9. Domesticated farm animals prohibited.

- (a) No horse, jack, mule, donkey, burro, pony, cow, bull, calf, steer, goat, sheep, lama, swine, turkey, ducks, geese, roosters or other livestock shall be kept on any city lot or in any dwelling or part thereof, or pastured or enclosed on the same lot or premises with a

dwelling. However, no more than six adult rabbits and six adult female chickens (hens) may be kept within the city limits pursuant to all permit rules and regulations which shall be approved by resolution of the city council and/or by city ordinance.

- (b) Subsection (a) of this section shall not apply to property annexed to the city, if said conditions contrary to subsection (a) of this section existed on said property at that time, except that said prohibited conditions may not be expanded and when they cease to exist they shall not be renewed. Said subsection (a) of this section shall not apply to property meeting the definition of "farm" as set out in the city's zoning regulations.
- (c) Furthermore, if the conditions on the property as a result of animals being kept are declared a nuisance by a court, they shall cease to exist and be removed. Subsection (a) of this section shall also not apply to dogs, cats, and household pets.
- (d) Urban chicken and rabbit permits.
 - (1) No person shall raise, harbor or keep chickens or rabbits without an urban chicken or rabbit permit, issued by the city.
 - (2) The term "chicken" means a member of the subspecies of Gallus domesticus, a domesticated chicken.
 - (3) The term "rabbit" means a member of the subspecies of lagomorpha leporidae, a domesticated rabbit.
 - (4) To obtain an urban chicken or rabbit permit, an applicant must submit a completed application on a form provided by the city accompanied by the permit fee.
 - (5) Within 30 days of submission of the application, the police chief or designee shall issue the urban chicken or rabbit permit if the applicant meets the requirements of this provision and the policy adopted by city council resolution or deny the application. If the application is denied, the police chief or designee shall state the reasons in writing.
 - (6) The urban chicken or rabbit permit shall be valid for three years and may not be sold, transferred or assigned.
 - (7) The police chief or designee may revoke a chicken or rabbit permit as provided in the policy adopted by council resolution.
 - (8) Appeals of the decision to deny or revoke a permit under this section are to the city administrator or designee and must be filed within ten days of the decision.
 - (9) Additional requirements, including permit fees, shall be adopted by resolution.
 - (10) Violation of this subsection or the terms of the urban chicken or rabbit permit are punishable by a municipal infraction with a civil penalty of \$250.00 for first violation, \$500.00 for the second violation and \$750.00 for third and subsequent violations.

Sec. 7-10. Hogpens.

- (a) No person shall keep or maintain within the city any hogpen or enclosures wherein swine are kept and fed by the owner, lessee or occupant of any property therein, save and except such pens as may be used for the purpose of commerce only. All such pens shall be kept

clean; and the owner, lessee, or manager thereof shall see that the same do not become a nuisance in any respect.

- (b) Subsection (a) of this section shall not apply to property annexed to the city on February 13, 1975, if said conditions contrary to subsection (a) of this section existed on said property at that time, except that said prohibited conditions may not be expanded and when they cease to exist they shall not be renewed. Furthermore, if said prohibited conditions are declared a nuisance by a court, they shall cease to exist and be removed.

Sec. 7-11. Restraint of animals.

All animals shall be kept at heel or restrained by the owners thereof from running at-large. Dogs shall be restrained in city park ground, in cemeteries, on city rights-of-way, city levee ground and on any public property.

Sec. 7-12. Enabling animals to leave premises of owner.

It shall be unlawful for any person, except the owner or his agent, employee or immediate family to open any gate or door on any premises or otherwise entice or enable any animal to leave said premises.

Sec. 7-13. Hitching animals.

It shall be unlawful for any person, without the consent of the owner or occupant of the premises, to fasten any horse or other animal to any fence or tree or to any boxing placed around any tree or to any fire hydrant, lamppost, fence, parking meter or sign within the city.

Sec. 7-14. Animals on sidewalks, grassed areas.

No person shall, while leading, riding or driving any animal, including but not limited to horses, any team or any beast of any kind through the city, permit the same to go upon private property without the owner or occupant's permission or upon any sidewalk or parked margin (commonly called "the parking") of any street or upon any public improved ground, park or grassplot, upon the city trail system, the city park pedestrian and bicycle trail system, the levee system, city cemeteries or any pedestrian bridge without the express permission of the city. This section shall not apply to dogs and cats.

Sec. 7-15. Animals in business zone to be restrained.

No owner shall permit or allow his animal to be in any C-1, C-2 or CS-1 zoning district without being restrained as required by section 7-11, enclosed in a carrier or confined in a motor vehicle.

Sec. 7-16. Animals in food establishment.

No owner shall permit or allow his animal to be in any building, store, restaurant or tavern where food or food products are sold, prepared or dispensed to people other than the owners of said establishments.

Sec. 7-17. Exceptions to sections 7-14, 7-15, and 7-16.

The provisions of sections 7-14, 7-15 and 7-16 shall not apply to Seeing Eye dogs, Hearing Ear dogs or service animals as defined by section 7-1, and as required by state and federal law.

Sec. 7-18. Animals not permitted to damage or defile premises.

No owner shall allow or permit his animal to damage or defile public property or the private property of another. Solid waste deposited by an animal on the surfaced portion of public streets and on sidewalks and private property shall be immediately removed by the owner of the animal.

Sec. 7-19. Noisy animals.

- (a) No owner shall permit or allow his animal to annoy or disturb reasonable persons by excessive or continuous barking, whining, howling, yelping, braying or the emitting of other loud noises. For purposes of this section, "continuous" shall mean a period of twenty minutes or longer.
- (b) The burden is upon the owner of such animal to maintain quiet.
- (c) Exceptions to this section are farm animals in permitted zones, commercial pet facilities, animal welfare facilities, veterinary hospitals, or grooming parlors otherwise in compliance with this Code, including, but not limited to those who can substantiate that such animal noise was caused by an injury or illness of the animal or by willful trespass, torment, or abuse of the animal on its property by others.

Sec. 7-20. Number of animals restricted.

No person shall keep dogs, cats or other animals in such numbers or in such a manner that their presence shall disturb the peace and comfort of any reasonable person or cause a nuisance, unsanitary premises, a menace or detriment to public health; or the owner is unable or unwilling to provide proper care for the animals as required by this chapter.

Sec. 7-21. Chasing of vehicles.

No owner shall allow or permit his animal to run after or chase persons, bicycles, automobiles or other vehicles.

Sec. 7-22. Animals which bite.

- (a) No animal shall attack, bite, attempt to bite or belligerently pursue any person or other animal without provocation.
- (b) Provocation shall include the:
 - (1) Defense of the property of the owner.
 - (2) Defense of the person of the owner or his immediate family.
 - (3) Defense of the animal itself where subjected to attacks, torture, torment, mishandling or other actions that could reasonably cause such a violent reaction by the animal.

(c) Provocation shall not include:

- (1) The mere act of entering the premises or dwelling, other buildings or other property of the owner or occupant thereof with either actual or implied consent of the owner or occupant thereof to so enter.
- (2) Any other action by a person or animal that would not be reasonably deemed to cause such a violent reaction.

Sec. 7-23. Confining dogs.

(a) *Shelter.*

- (1) All dogs shall have continuous access to a structurally sound, moisture-proof and windproof shelter large enough to keep the dog reasonably clean and dry.
- (2) A shelter which does not protect the dog from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, shall not comply with this section.
- (3) A dog's shelter and bedding and other accessible space shall be maintained in a manner which minimizes the risk of the dog contracting disease, being injured or becoming infested with parasites.
- (4) No animal, excluding livestock, shall be kept or confined on property that does not have on it an occupied dwelling or structure, except a person may keep an animal on property contiguous to property having on it an occupied dwelling or structure if such properties are owned or controlled by the same person; however, a person may keep an animal on the premises of an unoccupied business for safety and security purposes.
- (5) No animal shall be kept or confined in or at a placarded property as defined by section 20-3 of this Code.

(b) *Nutrition.*

- (1) It shall be unlawful for any person keeping or harboring any dog to fail, refuse or neglect to provide such dog with clean, fresh, potable water adequate for the dog's size, age, and physical condition. This water supply shall be either free flowing or provided in a removable receptacle that is weighted or secured to prevent tipping.
- (2) It shall be unlawful for any person keeping or harboring any dog to fail, refuse or neglect to provide such dog with wholesome foodstuff suitable for the dog's physical condition and age and in sufficient quantities to maintain an adequate level of nutrition for the dog.

(c) *Exercise.*

- (1) The enclosure or confinement area for dog shall encompass sufficient usable space to keep the animal in good condition.
- (2) When a dog is confined by means of a tether and cable run, the trolley system shall be configured to allow access to the maximum available exercise area; however, no tether and cable run shall be placed in such a location as will permit the dog to pass onto,

over or across any of the public sidewalks, streets or alleys within the incorporated limits of the city.

- (3) When a dog is confined outside by means of an enclosure or an electronic containment device, the following minimum space requirement shall be met:
- a. *Large dog.* For a dog that is larger than 20 inches at the withers or that weighs more than 50 pounds, the minimum confinement area per dog is 100 square feet.
 - b. *Medium dog.* For a dog that is larger than 12 inches at the withers and up to 20 inches at the withers or that weighs over 20 pounds and up to 50 pounds, the minimum confinement area per dog is 80 square feet.
 - c. *Small dog.* For a dog that is 12 inches or less at the withers or that weighs 20 pounds or less, the minimum confinement area is 50 square feet.

ARTICLE II. IMPOUNDMENT AND DISTRAINT

Sec. 7-24. Persons finding animals at-large.

It shall be lawful for any person who finds an animal at-large on public or private property to seize and hold the animal. Any persons so seizing and holding an animal may restrain the animal on their premises by an adequate protective fence or by leash, cord or chain that does not allow the animal to go beyond their real property line. The person seizing and holding the animal shall immediately notify the police department and shall be responsible for the humane treatment of the animal while it is under that person's custody until picked up by the community service officer. If the animal is unclaimed by its owner after five days, the person who found the animal may claim the animal after paying the appropriate fees.

Sec. 7-25. Impoundment generally.

- (a) The chief of police or community service officer, in his stead, will impound animals found running at-large.
- (b) Any dog or cat or other animal at-large in the city shall be taken by the community service officer and impounded at the animal control shelter and there confined in a humane manner.
- (c) Upon the impounding of any animal, the owner, if known, shall be notified of such impoundment by telephone or by a door tag or by a letter mailed to the known owner at his last known address. Registry of impounded dogs shall be available for inspection during reasonable hours by the public, which said registry shall show date and manner of notice, if any. Notice shall be deemed given upon telephone contact with owner or attaching a door tag to the owner's residence or by depositing the notice in the U.S. mail.
- (d) With proper identification, the owner, his agent, employee or member of his immediate family, of an impounded animal shall be entitled to resume possession of such animal, before the lapse of the five-day time limit set out in subsection (e) of this section unless the

animal is required to be kept for the ten-day period as set out in section 7-26(e), on the following conditions:

- (1) He shall present proof of purchase of current city dog license tag if reclaiming a dog and show proof of current rabies vaccination if reclaiming a dog or cat, or he must obtain such vaccination; and
 - (2) He must pay the impoundment fee and all veterinary fees reasonably incurred by the city for the care of his animal. Fees for impoundment and care of an impounded animal shall be set by city council resolution and may be revised as necessary.
- (e) It shall be the duty of the animal control shelter to keep all such animals so impounded for a period of five days after the owner has been notified as provided in subsection (c) of this section unless the owner redeems and reclaims said animal before the lapse of five days. If after five days following notice to the owner of the impounding of the owner's animal, or if the owner is unknown, then five days after the impoundment of such animal, the animal has not been claimed and redeemed as provided in this section, the animal control shelter shall update the city of the status of the animal. Following this period, said unclaimed animal shall become the property of the city and may be given by the city to an organization or governmental entity operating an animal control shelter, if the city is not operating the shelter, and may be humanely destroyed or placed for adoption.
 - (f) Any animal which appears to be suffering from rabies or other disease communicable to humans when impounded shall be confined in the animal control shelter or a veterinary hospital or clinic for a period of not less than ten days from impoundment, and said animal, or its carcass if it dies, shall be subject to such reasonable medical or pathological tests as the veterinarian or community service officer shall recommend, which tests, if any, shall be conducted at the expense of the owner. If an animal is determined to be infected with rabies, it shall be destroyed or disposed of as directed by the chief of police or the community service officer; if not so infected with rabies, it may be reclaimed by the owner and if not shall become city property and said organization or governmental entity operating the animal control shelter may place it for adoption, or it may be disposed of by humane means.
 - (g) No person may claim or redeem any animal as provided in subsection (d) of this section or section 7-26 until the fees and charges as required by subsection (d)(2) of this section are paid and the animal is currently licensed and vaccinated as required herein.
 - (h) This section shall not apply to high risk, dangerous, or vicious animals as provided in this chapter.

Sec. 7-26. Impoundment of infected animals.

- (a) It shall be the duty of the owner of any animal or any person having knowledge of such animal having rabies or attacking, belligerently pursuing, or biting any person in the city to promptly report such fact to the community service officer.
- (b) It shall be the duty of every veterinarian in the city to report to the community service officer any diagnosis of rabies in an animal made by him or under his supervision.
- (c) It shall be the duty of every physician or nurse to immediately inform the community service officer of the name and address of any person treated by him for bites inflicted by an

animal, together with such other information as will assist in the prevention of rabies or other disease, and the identification and apprehension of the biting animal.

- (d) The community service officer shall report all instances reported to him pursuant to the requirements of subsections (a) and (b) of this section to the chief of police of the city.
- (e) Upon demand by a peace officer or the community service officer, the owner shall forthwith surrender any animal which has bitten, attacked or belligerently pursued any person for supervised quarantine in the animal control shelter or veterinary hospital or clinic at the expense of the owner. The animal shall remain confined for a minimum period of ten days under the observation of a licensed veterinarian.
- (f) When evidence is presented that such animal is currently inoculated against rabies, the community service officer, at his discretion, may give written order to confine the animal in the home of its owner, or in such a manner so as to prohibit the animal from coming into contact with or biting any other person or animal, for a minimum of ten days; provided, however, that the owner is willing to comply with the terms of the order, and the owner has the means to adequately confine said animal. The owner shall comply with said order until written release from the required quarantine is obtained from the community service officer.
- (g) Any animal which has bitten, attacked or belligerently pursued any person if deemed necessary by a peace officer or the community service officer shall be examined by a licensed veterinarian, and a written report of the animal's clinical condition shall be forwarded to the community service officer within 24 hours.
- (h) At the end of the confinement period, the veterinarian shall reexamine the animal and submit to the community service officer a written report of the animal's final clinical condition, recommending whether or not the quarantine should be terminated.
- (i) No owner of any animal known to have bitten or caused a skin abrasion upon any person shall euthanize, sell, give away, or transport from this city or otherwise dispose of such animal, until written release from the required quarantine for such animal is obtained from the community service officer.

Sec. 7-27. Control of disease outbreak.

Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia or rabies, the mayor, if he deems it necessary, shall issue a proclamation ordering every owner of an animal to confine the same securely on the owner's premises at all times, for such period as deemed necessary.

State law reference(s)—City may provide additional measures for restriction of dogs for control of rabies, I.C.A. § 351.41.

ARTICLE III. LICENSING AND VACCINATION

Sec. 7-28. License required.

The owner of any dog four months old or over, except dogs kept in kennels for the purpose of breeding and sale or in shelter care facilities licensed by the state, shall be responsible for applying for and acquiring a license for such dog as of January 1 of each year.

Sec. 7-29. Application.

- (a) The owner of any dog for which a license is required shall, on or before January 31 of each year, apply in writing on forms provided by the city clerk for a license for each dog owned by the applicant, which application form shall be signed by the owner. The application shall show the breed, sex, age, color, approximate weight, markings, whether the dog is spayed or neutered, and name of the dog and the address and telephone number of the owner.
- (b) Applications for a license for dogs over which ownership is acquired after January 31 or which dog has reached the age of four months shall be made within one month from the date of acquisition, or within one month after the dog reaches the age of four months.
- (c) No dog shall be licensed hereunder unless there is submitted by the owner evidence that the dog has a current rabies vaccination certificate as required by section 7-35 and the certificate of vaccination has been signed by a licensed veterinarian.

Sec. 7-30. Exemptions.

- (a) The license fees hereinafter provided shall not apply to dogs owned by nonresidents temporarily within the city for a period of not more than 30 days, but shall apply to the dogs of any owner becoming a resident of the city within 30 days after establishing such residence.

Sec. 7-31. License fee.

An individual dog license fee per calendar year or fraction thereof shall be adopted by council resolution. The head of the family shall be liable for payment of the license fee on any dog owned, harbored or kept by any member of the family. A penalty, as set by council resolution, shall be added to the license fee if not paid prior to February.

Sec. 7-32. Issuance of tags.

When a dog is registered for licensing, a record of the breed, color, name of dog and name of owner, together with the number of the license issued, shall be made of record in the city clerk's office. The city clerk, police department, animal control shelter, or veterinarians shall issue a license tag for each dog licensed, and such license tag shall be securely fixed to a suitable collar or harness on each dog licensed and worn by such dog at all times. A list of issued licenses shall be turned into the city clerk monthly to be compiled into an inclusive list of licensed dogs.

Sec. 7-33. Tag not transferable.

The dog tags required by this article shall not be transferable from one dog to another, and no refund shall be made on any dog license fee because of the death of the dog or by reason of the owner leaving the city before the expiration of the license period.

Sec. 7-34. Duplicate tag.

Upon the filing of an affidavit that the license tag has been lost or destroyed, the owner may obtain another tag on the payment of \$1.00. The city clerk shall keep a proper record of the issuance of duplicate tags.

Sec. 7-35. Rabies vaccination required for dogs and cats.

The owner of all dogs and cats four months old or older shall obtain a current rabies vaccination for such animal from a licensed veterinarian and obtain a tag evidencing the same. Said vaccination tag shall be attached to a substantial collar or harness on the animal by the owner and shall at all times be kept on the animal for which the vaccination was given.

Sec. 7-36. Revocation of License.

Every license shall be subject to revocation for any violation of the provisions of this chapter or of any other pertinent ordinance of the city, or of any statute or regulation of the state of Iowa pertaining hereto. Notice of such revocation shall be given in writing, delivered personally or by regular mail to the holder of such permit.

Sec. 7-37. Appeal.

The city council may hear and determine any matter pertaining to the issuance or revocation of a license, as herein provided, upon application or request to so do by the applicant or license holder. An appeal under this title shall be filed with the city clerk in writing within twenty days of the denial or revocation of a license.

Sec. 7-38. Removal of Animals.

If animals or fowl are found being kept without a permit or license having been issued, the community service officer shall be authorized to immediately impound the animals or fowl. The owner of the impounded animals or fowl shall be responsible for all impound and boarding fees. In the event of the revocation of any permit or license, as herein provided, the holder of such permit shall remove all animals or fowl from the premises concerned within fifteen days after receipt of notice or revocation, as by this chapter provided; subject to the condition, however; that in the event application shall be made to the city council for determination as to the matter of revocation of any such permit, the period of time for removal of such animals or fowl shall be extended until ten days after affirmation of the revocation by the city council if such affirmation be granted.

ARTICLE IV. ANIMAL CONTROL

Sec. 7-39. Disposition of Vicious or High Risk Animals.

1. Any animal suspected of being or previously determined to be vicious or high risk shall be seized by a community service officer and impounded in the animal shelter. In the event the animal cannot be caught by a community service officer without exposing the officer or citizens to danger or personal injury, a peace officer or community service officer is authorized to humanely destroy the animal. This section shall not apply to a vicious animal which is housed or otherwise kept outside the limits of the City, which is brought into the City for the sole purpose of receiving medical care in a bona fide, licensed veterinarian hospital or clinic for treatment.
2. An animal suspected of being high risk may be reclaimed by the owner of the animal upon payment of impounding and boarding fees, and presentation of proof to the chief of police or their designee of compliance with the requirements of this Section, with the exception of the spay and neuter requirement.
3. An animal suspected of being vicious may be reclaimed by the owner of the animal upon:
 - a. Payment of impounding fees,
 - b. Presenting proof to the chief of police that the animal shall be relocated outside the corporate limits of Ottumwa, and
 - c. Signing an agreement with the City that authorizes seizure and immediate disposition of the animal in accordance with law and without further notice, in the event the animal, while considered vicious, is subsequently returned to any place within the corporate limits of Ottumwa.
4. If an owner refuses the community service officer entry upon property to view or seize an animal suspected of being vicious or high risk, the officer may request a search warrant through the city attorney or their designee from a judge or magistrate. Such requests shall detail the reason why the warrant is necessary and why the community service officer has reason to believe a violation of this title exists.
5. Any animal previously determined to be a vicious animal which is seized or impounded within the City shall be disposed of in accordance with law without any further notice to the owner, if any.

Sec. 7-40. Determination of a High Risk or Vicious Animal.

The determination of a high risk or vicious animal shall be in accordance with the following procedures:

1. The community service officer or peace officer, upon investigation of an incident alleging a bite or attack in violation of Section 7-22 may deem the animal(s) involved in the violation high risk or vicious. The police chief or their designee shall issue a written

notice to the owner that the owner's animal has been deemed high risk or vicious, as applicable. The owner of the animal deemed high risk or vicious may appeal the decision within ten days, as provided below.

2. The owner of the animal may redeem the animal as provided in this chapter, as applicable. The animal shall be considered high risk or vicious (as applicable), pending the outcome of an administrative appeal as provided herein.
3. Appeal. The owner whose animal is deemed to be high risk or vicious may appeal the determination to the city administrator within ten days from the date of the decision. The city administrator shall schedule a hearing within seven days from the receipt of the notice. The appeal shall stay the decision of the city employee unless the city administrator directs otherwise. At the public hearing, the applicant shall have the opportunity to present evidence or arguments the applicant may have as to why the action of employee appealed from should not be approved by the city administrator. The city administrator shall render a written decision on the appeal within seven days after the hearing. The findings of the city administrator or the city administrator's designee as hearing officer shall be conclusive. The parties may extend the time limits set forth herein by mutual agreement.
4. The determination of an animal to be high risk or vicious shall become permanent if no administrative appeal is sought, or if administrative appeal proceeding results in affirming the high risk or viscous determination.

Sec. 7-41. High Risk Animals.

It shall be unlawful for any person to own, keep, or harbor a high risk animal within the city limits unless the high risk animal is kept in accordance with this title. A violation of this section is a simple misdemeanor resulting in a minimum fine of \$100.00.

Sec. 7-42. Regulation of Keeping High Risk Animals.

1. All owners of high risk animals, as defined in subsection 7-1, whether licensed or unlicensed, are required to keep such animal:
 - a. From running at large;
 - b. From going into the streets and other public or private place within the city unless muzzled, on a leash six (6) feet or less in length, and under the control of an individual eighteen (18) years of age or older;
 - c. From being leashed to an inanimate object such as trees, posts, and buildings;
 - d. Under control as to prevent such animal from attacking or injuring persons, domestic animals, fowl, or livestock lawfully on the premises of the owner.
2. While on the owner's property a high risk animal must be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the high risk animal from escaping. Such pen or structure must have minimum dimensions of five feet by ten feet (5' x 10') with height of

six feet (6'), and must have secure sides and be capped if need be. The enclosure must also provide the high risk animal protection from the elements. Warning signs must be placed on all sides of the property and at least two feet (2') from any entrance to the property. The warning signs must say "Dangerous Dog" or similar language adequate to warn those approaching.

3. A community service officer or peace officer may, in his or her discretion, prior to the high risk animal's authorized use, inspect the securely enclosed locked pens, signage, and structures.
4. A high risk animal's owner must receive an annual certificate of registration or license from the Police Department of the City of Ottumwa. The certificate or license will be issued upon the owner establishing to the satisfaction of the Department that it has met the following criteria:
 - a. The owner or caretaker of the high risk animal must be eighteen (18) years of age or older and has the physical ability to control the animal.
 - b. The owner presents a certificate of insurance issued by an insurance company licensed to do business in the State of Iowa providing personal liability insurance as in a homeowner's policy, with a minimum liability amount of \$100,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents. The certificate shall require notice to the City, in conformity with general city standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If a certificate of insurance or policy is not immediately available, a binder indicating the coverage may be accepted for up to thirty (30) days subsequent to the determination that a dog is high risk; however, if after thirty (30) days a certificate of insurance or a policy has not been submitted or the insurance coverage is cancelled, the animal shall be deemed unregistered or unlicensed and subject to immediate impoundment or removal from the corporate limits of the city.
 - c. The high risk animal has a current rabies vaccination at the owner's expense.
 - d. The high risk animal has been spayed or neutered by a veterinarian at the owner's expense.
 - e. The high risk animal has been microchipped by a veterinarian at the owner's expense. The data attached to the microchip must be kept current.
 - f. The high risk animal has been photographed for identification purposes.
 - g. If the high risk animal is a dog, a current license issued through the City.
 - h. The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said high risk animal.
5. The owner of a high risk animal, as defined in subsection 7-1, shall have ten (10) days to comply with the provisions of this section once said animal satisfies the elements of subsection 7-1.

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6. The owner or caretaker of a high risk dog shall immediately notify the Police Department if the dog is on the loose, is unconfined, has attacked another animal, has attacked a human being, has died or has been sold or given away. If a high risk dog has been sold or given away, the former owner or caretaker shall immediately notify the Police Department of the identity and address of the new owner or caretaker.
 7. The owner of the high risk dog may be required to successfully complete a Behavior Consultation at the owner's expense within sixty (60) days after receiving notification declaring the dog "high risk." The owner shall be required to provide written documentation proving successful completion of the Behavior Consultation to the Police Department including a certification or receipt bearing the name of the consultant and the dates of the consultation.
 8. An owner or caretaker of any dog declared high risk found to be in violation of this code, is willfully in violation or is unable to meet the requirements of this chapter, shall be automatically escalated to a classification of a dangerous dog and ordered to confine the animal according to the provisions of 7-124. Failure to abide by this section shall result in an additional order in writing to safely remove the dog from the city or humanely destroy the animal within ten (10) days.
 9. The owner of a high risk dog shall be denied a permit for the dog to enter any public park or park designated as a dog park in the City of Ottumwa.
 10. The owner of a high risk dog may request to have the declaration reconsidered by the city administrator and police chief after a minimum of one year. If it is determined that there have been no further violations of this chapter, confinement precautions have been taken, and proper training has occurred, the declaration of high risk may be removed.

Sec. 7-43. Impoundment of High Risk Animals.

1. The community service officer or their designee shall immediately seize and impound any high risk animal if:
 - a. The animal is not licensed as required by section 7-42; or
 - b. The owner does not secure the animal in a proper enclosure; or
 - c. The animal is outside the proper enclosure and not under physical restraint of a responsible person eighteen (18) years or older by a leash no longer than six (6) feet or not muzzled.

2. Impoundment and Disposition

First Offense: The first time a high risk animal is seized under this section it may be reclaimed by the owner of the animal upon payment of impoundment and boarding fees, and presentation of proof to the community service officer that the requirements of this chapter have been met. An animal not reclaimed within five (5) days may be disposed of as provided under section 7-25, and the owner is liable to the city for costs incurred in confining and disposing of the animal.

Second Offense: The second time a high risk animal is seized under this section it may be reclaimed by the owner upon payment of impounding and boarding fees, and presentation

of proof, which shall include a signed affidavit from the person taking custody of the animal, to the community service officer that the animal will be removed from the City. An animal not reclaimed within five (5) days may be disposed of as provided under section 7-25, and the owner is liable to the city for costs incurred in confining and disposing of the animal.

Third Offense: The third time a high risk animal is seized under this section it shall be euthanized and the owner shall be liable to the city for the costs incurred in confining and disposing of the animal.

3. Any animal believed by the police chief, the chief's designee, or the community service officer to be a high risk animal shall be impounded, at the owner's expense, until such time as a final resolution is reached or until such time the animal is reclaimed by the owner of the animal upon payment of impounding and boarding fees, and presentation of proof to the community service officer that the requirements of this chapter will have been met.

Sec. 7-44. Keeping of Dangerous Animals Prohibited – Exceptions and Regulations.

1. It shall be unlawful for any person to keep, shelter, or harbor for any purpose within the city a dangerous animal or dangerous animal hybrid, as defined in section 7-1, except for the following:
 - a. Service animals as defined by section 7-1, and as required by state and federal law.
 - b. in a public zoo, bona fide educational or medical institution, museum, or other place where they are kept as live specimens for the public to view, or for the purpose of instruction or study;
 - c. for exhibition to the public by circus, carnival, exhibit, show or pet shop;
 - d. in a bona fide, licensed veterinarian hospital for treatment;
 - e. at an animal control center where such animals have been impounded and until such animals may be removed from the city limits in a safe manner or humanely disposed of in accordance with any applicable law.
2. Every person, firm, or corporation owning, keeping, sheltering, or harboring a dangerous animal shall report such fact to the Ottumwa Police Department and to the community service officer, along with the following information:
 - a. The name of the species of any such animal;
 - b. The number of any such animals kept on the premises.
 - c. A physical description of any such animal, including any pet name to which it might respond;
 - d. The location of any such animal or animals within the city, including the location of the cage or place of confinement upon in said premises wherein said animal or animals are kept;

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- e. In the case of dangerous animals that are poisonous or venomous, the location of the nearest source of anti-venom for that species.
 3. Every person, firm, or corporation owning, keeping, sheltering, or harboring a dangerous animal shall at all times keep such animals securely confined within a cage or other enclosure as defined in Section 7-42(2).
 4. No person, firm, or corporation owning, keeping, sheltering, or harboring a dangerous animal shall permit or allow such animal to enter upon or traverse any public property, park property, public right-of-way, or the property of another, except when such animal is being transported while caged or confined.
 5. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, such animal may, in the discretion of the city administrator or the city administrator's designee, or the chief of police, be destroyed if it cannot be confined or captured, thereby creating a hazard to life or property. The City, its officers and employees shall be under no duty to attempt to confine or capture a dangerous animal found at large, nor shall it have the duty to notify the owner of such animal prior to its destruction.
 6. Appeal. The owner whose animal is deemed to be dangerous may appeal the determination to the city administrator within ten days from the date of the decision. The city administrator shall schedule a hearing within seven days from the receipt of the notice. The appeal shall stay the decision of the city employee unless the city administrator directs otherwise. At the public hearing, the applicant shall have the opportunity to present evidence or arguments the applicant may have as to why the action of employee appealed from should not be approved by the city administrator. The city administrator shall render a written decision on the appeal within seven days after the hearing. The findings of the city administrator or the city administrator's designee as hearing officer shall be conclusive. The parties may extend the time limits set forth herein by mutual agreement.
 7. The determination of an animal to be dangerous shall become permanent if no administrative appeal is sought, or if administrative appeal proceeding results in affirming the dangerous determination.
 8. A violation of this section is a simple misdemeanor resulting in a minimum fine of \$100.00.

Sec. 7-45. Vicious Animals - Duty of Owner.

1. It shall be unlawful for any person to own, keep, or harbor a vicious animal within the city. All owners of vicious animals, whether licensed or unlicensed, as defined in subsection 7-1 are required to microchip and remove the animal from the city limits within ten (10) days of the determination of the community service officer or community service officer's designee that the animal is vicious. Alternatively, the owner may authorize the euthanasia of the animal. If the owner refuses to remove the animal from

the city or authorize the euthanasia of the animal, the City shall euthanize the animal at the owner's expense. This chapter shall not apply to dogs owned by a law enforcement agency or other federal, state, or local government agencies.

2. The police chief, their designee, or the community service officer, may cause the animal to be impounded and destroyed without notice to the owner if the animal has previously been removed from the city as a vicious animal and is found within the city. If the animal has actually bitten or attacked a person, a domestic animal, fowl, or livestock the community service officer may send the head of the animal to an appropriate facility for the purpose of determining if it was rabid. The cost of the transportation and the report shall become an obligation of the owner and the City may seek reimbursement in any lawful manner.
3. Subsequent to the summary destruction of any animal, the community service officer shall make a reasonable effort to determine whether persons have had any contact with the destroyed animal and, where appropriate, advise them of any unfavorable report concerning the animal's condition.
4. Any animal believed by the police chief, their designee, or the community service officer to be a vicious animal shall be impounded, at the owner's expense, until the vicious determination becomes the final resulting from administrative procedures as provided herein or until the animal is reclaimed by the owner of the animal in accordance with the provisions of this chapter.

Sec. 7-46. Community Service Officer Notification.

1. Owners or caretakers of high risk or vicious animals shall notify the Ottumwa Police Department, and the community service officer of the following:
 - a. Immediate notification upon the escape of a high-risk or vicious animal, if the animal is on the loose, or if the animal is unconfined;
 - b. Immediate notification if a high risk or vicious animal has attacked a human being, domestic animal, fowl, or livestock.
 - c. Notification within twenty-four (24) hours if the animal has been sold or has been given away and the owner or caretaker shall also provide the community service officer of the community service officer's designee with the name, address, and telephone number of the new owner or caretaker of the high risk or vicious animal;
 - d. Notification within five (5) business days if the animal has died or been euthanized.
2. Failure to comply with the provisions of this section shall be unlawful. A violation of this section is a simple misdemeanor resulting in a minimum fine of \$100.00.

Sec. 7-47. Irresponsible Animal Owners.

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1. The determination of an “irresponsible animal owner” shall be in accordance with the following procedures:
 - a. The police chief, their designee, or the community service officer, upon being satisfied that an owner is an irresponsible animal owner, shall cause to be served upon the owner a written notice of said determination.
 - b. The written notice shall contain:
 - 1) A finding that the owner is an irresponsible animal owner;
 - 2) A description of the acts relied upon in determining the owner is an irresponsible animal owner;
 - 3) A copy of this section of the municipal code; and
 - 4) A statement advising the owner of the right to request a hearing as provided by subsection (d) within a stated time which shall be reasonable under the circumstances.
 - c. Notice. Notice shall be by personal service or by certified mail to the owner.
 - d. Request for hearing and appeal. Any owner advised that the owner is declared an irresponsible animal owner may have, upon request, a hearing with the officials making said determination as to whether the owner is an irresponsible animal owner. A request for a hearing must be made in writing and delivered to the office of the city administrator or the city administrator’s designee within the time stated in the notice or it will be conclusively presumed that the owner is an irresponsible animal owner.
 2. The city administrator or the city administrator’s designee will act as the hearing officer. At the conclusion of the hearing or within three (3) days thereafter, the hearing officer shall render a written decision as to whether the owner is an irresponsible animal owner. An appeal from this decision may be had by filing a written notice with the hearing officer. This appeal will be heard before the city council at a time and place fixed by the council. The findings of the council shall be conclusive.
 3. If an owner is declared to be an irresponsible animal owner the owner shall be banned from having animals within the city limits of the City of Ottumwa.
 4. The police chief, their designee, or the community service officer shall cause the animal to be impounded if an owner has been declared an irresponsible animal owner and is found to have an animal within the city.
 5. The police chief or the community service officer may order the destruction or adoption of any animals impounded under this section.

ARTICLE V. ENFORCEMENT

Sec. 7-48. Failure to license or vaccinate.

Any person who fails to license or vaccinate any animal as required by this chapter shall be guilty of a municipal infraction and shall be subject to a fine not to exceed that amount allowed by section 1-53.

Sec. 7-49. Penalties.

Except where hereinabove provided otherwise, the violation of any provision of this chapter shall be charged as a municipal infraction with a civil penalty of \$250.00 for first violation, \$500.00 for the second violation and \$750.00 for third and subsequent violations. Each day any violation of any provision of this chapter shall continue shall be considered a separate offense.

Sec. 7-50. Duty to Investigate.

The community service officer or their designee shall promptly investigate all reported cases of neglect, injury, or cruelty and shall take action as necessary, provided a violation of the Ottumwa City Municipal Code or state law is present.

Sec. 7-51. Entry onto Property.

The following steps may be taken to make entry onto or gain entry into private property for the purposes of enforcement of this code:

- (a) If the animal is located outside the residence, the animal shall be removed and impounded if the animal is in imminent danger or further injury may occur. A search warrant shall be obtained pursuant to 7-39 unless exigent circumstances exist including but not limited to the degree of imminent danger to the animal, i.e. whether in the opinion of the veterinarian the animal will suffer serious injury or death if care or treatment are delayed and there is insufficient time to secure consent from the owner or caretaker or to obtain a search warrant. Notification of impoundment shall be given to the owner or caretaker in person or in writing upon removal of the animal.
- (b) If the animal is located outside the residence, but is not in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the owner or caretaker. Failure to comply with the corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian. Notification of impoundment shall be given to the caretaker in person or in writing upon removing the animal.
- (c) If the animal is located within the residence, a search warrant shall be obtained to gain legal entry into the residence and the animal shall be removed and impounded at the animal shelter or veterinarian if the animal is in imminent danger or further injury may occur. Notification of impoundment shall be given to the owner or caretaker in person or in writing upon removal of the animal.

(d) If the animal is located within the residence, a search warrant shall be obtained to gain legal entry into the residence. If said animal is found not to be in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the owner or caretaker. Failure to comply with said corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian upon service of an additional search warrant. Notification or impoundment shall be given to the owner or caretaker in person or in writing upon removing said animal.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

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

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the _____ day of _____, 2022.

PASSED on its second consideration the _____ day of _____, 2022.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF OTTUMWA, IOWA

By: _____

Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2022

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2022.

_____ Veto affirmed this _____ day of _____, 2022 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

DNA Test Confirmed Pitt Bull and Staffordshire Terrier Mixes

Source: Embark DNA – Research Partner of Cornell University College of Veterinary Medicine



5:50 pm



Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Yadira Kelderman

Address: 1525 N. Court St.

Item No. to Address: A-6

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

4/27/22 5-3-22

Council Meeting Date

Name: Jesse Galloway

Address: 502 Osceola

Item No. to Address: 66

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5/3/2022

Council Meeting Date

Name: Whitney VanBuskirk

Address: 1841 Albia Rd

Item No. to Address: G10

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5/3/22
Council Meeting Date

Name: Krystabel Renneberg

Address: 255 Kirkwood Ct SW
Cedar Rapids, Ia.

Item No. to Address: 66
(Agenda will be provided to complete this section)

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

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

Citizen Input Request Form

5.3.22

Council Meeting Date

Name: Alexander Renneberg

Address: 2624 Marilyn Road

Item No. to Address: GG

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5.3.22

Council Meeting Date

Name: Reynaldo Royal

Address: 2604 Manhattan

Item No. to Address: 66

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Sandy Fweegge

Address: 1529 N. Court St.

Item No. to Address: # 6

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5.3.22

Council Meeting Date

Name: Cindy F. Weigand

Address: 1653 189 St

Item No. to Address: # 6 Albia, Ia.
(Agenda will be provided to complete this section)

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

Could we please talk after Sunday
Grandmother to Derby-
Dog attack

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



CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Bob Fluegel

Address: 6653 189th St MOBIA
Ottumwa, Ia.

Item No. to Address: #6
(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Aleigha DeLeon

Address: 801 W. 3rd St.

Item No. to Address: Pit Bull Ban

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Ken Whitehead

Address: 905 W St.

Item No. to Address: _____
(Agenda will be provided to complete this section)

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

On the Pit bull
Ban:

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



(CITY OF)
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Keith Hill

Address: 13934 65th St - Ottumwa

Item No. to Address: Dog Ordinance
(Agenda will be provided to complete this section)

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

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CITY OF
OTTUMWA

Citizen Input Request Form

5/3
Council Meeting Date

Name: Brandy Meredith

Address: 108 S. Adella St

Item No. to Address: Chapter 7 - Animal Control
(Agenda will be provided to complete this section) ord

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

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[CITY OF]
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Felisha Morrow

Address: 7133 170th Ave S

Item No. to Address: IS

(Agenda will be provided to complete this section)

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CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Esleen Day

Address: 228 W. Manning Ave

Item No. to Address: 15

(Agenda will be provided to complete this section)

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

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



Citizen Input Request Form

5/3/2022
Council Meeting Date

Name: Melissa Childs

Address: 5 Woodshire Dr.

Item No. to Address: 15
(Agenda will be provided to complete this section)

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

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Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Laryssa Proz

Address: 1202 Jay St

Item No. to Address: I-5

(Agenda will be provided to complete this section)

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

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CITY OF
OTTUMWA

Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Inez Hill

Address: 13934 65th St
Ottumwa, IA

Item No. to Address: Dog Ordinance
(Agenda will be provided to complete this section)

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

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Citizen Input Request Form

5-3-22

Council Meeting Date

Name: Shannon Murphy

Address: 1131 Monroe

Item No. to Address: 1131 Monroe
(Agenda will be provided to complete this section)

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

PB Ban
I-5

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



CITY OF
OTTUMWA

Citizen Input Request Form

5/3

Council Meeting Date

Name: Kathy Caldwell

Address: 1510 Greenwood Dr. Ottumwa, IA

Item No. to Address: Pitbull ban

(Agenda will be provided to complete this section)

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