



| CITY OF |
OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

SPECIAL MEETING NO. 32
Council Chambers, City Hall

November 29, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

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

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

1. Resolution No. 274-2022, approving the Surface and Overhead Avigation Easement for Lot 1 of Ottumwa Airport Subdivision 5.

RECOMMENDATION: Pass and adopt Resolution No. 274-2022.

2. Resolution No. 275-2022, authorizing the Mayor to execute a Public Utility Easement for a portion of a vacated alley in the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 275-2022.

3. Resolution No. 276-2022, approving Change Order No. 5 for the North Market Façade Improvements Project (CDBG 20-CVN-024).

RECOMMENDATION: Pass and adopt Resolution No. 276-2022.

4. Staff Report – 510 North Court.
5. Heartland Humane Discussion
6. ATV/UTV Ordinance Discussion

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.

ADJOURNMENT

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 11/23/2022 TIME: 9:30 AM NO. OF PAGES 3
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Special City Council Meeting #32 to be held on 11/29/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 2489
DEPT. ID 4717
PGS. 3
TX INCOMPLETE -----
TRANSACTION OK 916416847834
916606271885
916416823269
ERROR 916416828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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JOB NO.	2489	
DEPT. ID	4717	
ST. TIME	11/23 09:38	
SHEETS	3	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916416847834	Ottumwa Courier
	916606271885	KTVO
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MEMO: Tentative Agenda for the Special City Council Meeting #32 to be held on 11/29/2022 at 5:30 P.M.

received
11-22-22 11AM

11/22/22

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 29, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 274-2022: A RESOLUTION APPROVING A SURFACE AND OVERHEAD AVIGATION EASEMENT FOR LOT 1 OF OTTUMWA AIRPORT SUBDIVISION 5

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 274-2022.

DISCUSSION: Resolution No. 147-2022 authorized a purchase agreement for Lot 1 of Airport Subdivision 5 with Joe Wiley. This resolution approves an avigation easement which protects the function of the airport as a condition of the sale. Completing this will allow the sale to close.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 274-2022

**A RESOLUTION APPROVING A SURFACE AND OVERHEAD AVIGATION EASEMENT
FOR LOT 1 OF OTTUMWA AIRPORT SUBDIVISION 5**

WHEREAS, the City of Ottumwa, Iowa approved Resolution No. 147-2022 which authorized a purchase agreement with Joe Wiley for Lot 1 of Airport Subdivision 5; and

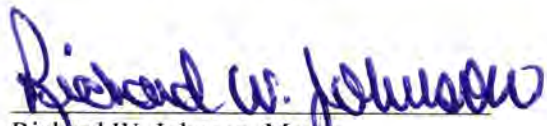
WHEREAS, the Surface and Overhead Avigation Easement is a condition of the purchase agreement which protects the function of the airport;

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

The form and content of the Surface and Overhead Avigation Easement is hereby in all respects authorized, approved and confirmed and the Mayor and City Clerk be and they hereby authorized, empowered and directed to execute, attest, seal and deliver the easement for and on behalf of the City.

APPROVED, PASSED, AND ADOPTED this 29th day of November 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

SURFACE AND OVERHEAD AVIGATION EASEMENT

WHEREAS, Joe Wiley, hereinafter called the "Grantor" or "Property Owner," is the fee owner of the following specifically described parcel of land situated in the City of Ottumwa, Wapello County, Iowa, hereinafter called "Easement Area":

Lot 1 of Ottumwa Airport Subdivision No. 5, which is a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty-six (26), Township Seventy-three (73) North, Range Fourteen (14) West of the 5th P.M. in Wapello County, Iowa and is more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) Section 26; thence South 89°51'00" West 80.00 feet along the South line thereof; thence North 00°20'00" West 50.00 feet on a line that is 80.00 feet West of and parallel with the East line thereof; thence North 00°20'00" West 886.99 feet along the West line of Airport Road to the Southeast corner of Ottumwa Airport Subdivision No. 4; thence South 89°36'55" West 309.15 feet along the South line of Subdivision No. 4 to the Northeast corner of said Lot 1 of Ottumwa Airport Subdivision No. 5 and the Point of Beginning; thence continuing South 89°36'55" West along the North line of said Lot 1 a distance of 90.39 feet; thence North 00°22'45" West 17.53 feet along said North line; thence South 89°37'25" West 193.44 feet along said North line to the Northwest corner of said Lot 1; thence South 00°18'35" East 386.89 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 44°41'25" East 107.94 feet along the South line of said Lot 1; thence North 89°45'05" East 207.54 feet along said South line to the Southeast corner of said Lot 1; thence North 00°18'35" West 293.60 feet along the East line of said Lot 1 to the Point of Beginning, containing 2.06 acres.

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors, and assigns does hereby grant to the CITY OF OTTUMWA, IOWA, hereinafter called the "Grantee" or "City," a permanent easement above, over and across the surface of the Easement Area for the use and benefit of the public (the "Easement"), pursuant to the terms and conditions of this Easement Agreement.

1. The Ottumwa Regional Airport - Ottumwa, Iowa, as a division of the City, has a perpetual right of ingress/egress in the Easement Area for the purposes of removing any new structure or vegetation in the Easement Area that either the City or the Federal Aviation Administration (the "FAA") deems to be an obstruction of airspace. Prior to exercising the right of entry, the City shall provide the Property Owners with notice of the obstruction and an opportunity to remove it. If the Property Owner fails to remove the obstruction, the City will provide the Property Owner notice of the date on which the City intends to exercise its right to enter the Easement Area and remove the obstruction.

2. This Easement is granted for the purposes of permitting the unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the Easement Area.
3. This Easement grants the rights of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of Ottumwa Regional Airport- Ottumwa, Iowa.
4. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.
5. Property Owner will not construct, erect, suffer to permit or allow any structure or trees on the surface of the Easement Area which now extends, or which may at any time in the future extend, into the airspace above the Easement Area to an elevation exceeding the elevation prescribed in Code of Federal Regulations Part 77 surfaces, 14 Code of Federal Regulations Chapter 1, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced, whichever is greater. In the event that the Grantor permits or suffers to remain upon the aforesaid Easement Area over which said easement and right-of-way is situated any obstruction as defined above, the City shall have the right, at its sole option after giving five (5) days prior notice to the Grantor, to remove any such obstruction or to mark and light any such obstruction, and to use any and all means necessary to effectuate said right. The Grantor hereby grants to the City a perpetual easement for ingress to and egress from the Easement Area for the purpose of inspecting and/or measuring to determine the existence of any such obstruction and for the purpose of exercising its above stated right to remove any such obstruction or to mark and light any such obstruction.
6. Property Owner may not permit any places of public assembly or gatherings within the Easement Area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.) Ordinary social gatherings are not prohibited in the Easement Area.
7. Property Owner agrees to keep the Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights, residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the Easement Area.
8. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantors and on Grantors' heirs, successors, and assigns. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
9. Grantor does hereby covenant with the City that Grantor has good and lawful authority to convey this Easement.

10. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR: JOE WILEY

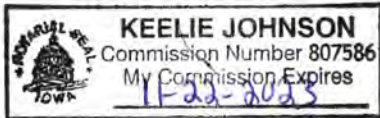
By: Joe Wiley
Joe Wiley

Date: 5-17-2022

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 17th day of May, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Joe Wiley to me personally known, who, being by me duly sworn, did say that the execution of the foregoing instrument was their voluntary act and deed.

Keelie Johnson
Signature of Notary Public



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF WAPELLO, ss:

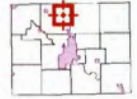
I, Christina Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ottumwa by Resolution No. 274-2022 passed on the 29 day of November, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 29 day of November, 2022.

Christina Reinhard
City Clerk of Ottumwa, Iowa



Overview



Legend

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

Parcel ID	007252620776030	Alternate ID	n/a	Owner Address	Ottumwa City
Sec/Twp/Rng	26-73-14	Class	R		105 E Third
Property Address		Acreage	2.06		Ottumwa, IA 52501
District	RICHLAND TWP/OTTUMWA SCH/ A P TIF				
Brief Tax Description	OTTUMWA AIRPORT SUB DIV NO. 5 LOT 1 BEING IN SE NE SEC 26-73-14				

(Note: Not to be used on legal documents)

Date created: 6/1/2022
Last Data Uploaded: 5/31/2022 7:46:03 PM

Developed by Schneider
GEOSPATIAL

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 29, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 275-2022: A RESOLUTION APPROVING A
PUBLIC UTILITY EASEMENT FOR A PORTION OF VACATED ALLEY

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 275-2022.

DISCUSSION: Resolution No. 213-2022 authorized disposing of a section of vacated alley to Elliott Oil Company for the rebuilt W Second Station. This resolution approves an public utility easement which advances that sale toward closing.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 275-2022

**A RESOLUTION APPROVING A PUBLIC UTILITY EASEMENT FOR A PORTION OF
VACATED ALLEY**

WHEREAS, the City of Ottumwa, Iowa approved Resolution No. 213-2022 which authorized the conveyance of a portion of vacated alley to Elliott Oil Company; and

WHEREAS, the subject property is legally described as follows:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY 16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

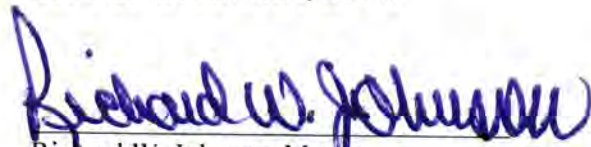
WHEREAS, the Public Utility Easement is a condition of the purchase agreement;

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

The form and content of the Public Utility Easement is hereby in all respects authorized, approved and confirmed and the Mayor and City Clerk be and they hereby authorized, empowered and directed to execute, attest, seal and deliver the easement for and on behalf of the City.

APPROVED, PASSED, AND ADOPTED this 29th day of November 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney PC, 100 Court Ave Ste 600, Des Moines IA 50309 Ph 515-243-7611
Return to: City Clerk, City of Ottumwa, Iowa, 105 East Third Street, Ottumwa, Iowa 52501

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner **ELLIOTT OIL COMPANY**, an Iowa corporation (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF OTTUMWA, IOWA**, an Iowa municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across, and within the following described real estate:

THAT PORTION OF THE PLATTED 16.5 FOOT ALLEY LYING SOUTHWESTERLY AND ADJOINING LOT FIVE (5) AND LOT SIX (6) IN HIGHLAND PARK ADDITION TO THE CITY OF OTTUMWA AND LOT FIVE (5) AND THE NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION TO THE CITY OF OTTUMWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT FIVE (5) IN HIGHLAND PARK ADDITION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 203 FEET TO THE SOUTHEAST CORNER OF THE NORTHWESTERLY EIGHT (8) FEET OF SAID LOT SIX (6) IN HINSEY & HEDRICK'S ADDITION; THENCE 16.5 FEET ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY EIGHT (8) FEET OF LOT SIX (6) TO THE NORTHEASTERLY LINE OF LOT 14 IN SAID HINSEY & HEDRICK'S ADDITION, SAID POINT LYING ON THE SOUTHWESTERLY LINE OF SAID ALLEY; THENCE NORTHWESTERLY 203 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ALLEY TO THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 5 IN HIGHLAND PARK ADDITION; THENCE NORTHEASTERLY 16.5 FEET ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, inspecting, and maintaining public utilities (defined as those utilities that are or may be established, formed, acquired, owned, or operated by the City of Ottumwa, including, but not

limited to, public water, sewer, electrical, natural gas, telephone, and data transmission utility services), together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across, or within the Easement Area.
4. **MAINTENANCE.** Except as specified herein, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns, or transferees.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading, paving, and replacing grass, sod, or any other ground cover. The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR:

Elliott Oil Company, an Iowa corporation

By: Andrew E. Woodard

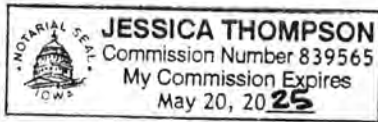
Name: Andrew E. Woodard

Title: President & COO

STATE OF IOWA, COUNTY OF Wapello, ss:

On this 9th day of November, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Andrew E. Woodard, to me personally known, who, being by me duly sworn, did say that they are the President + COO of Elliott Oil Company, and that said instrument was signed on behalf of said corporation; and that the said person, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Jessica Thompson
Notary Public in and for said State



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF WAPELLO, ss:

I, Christina Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ottumwa by Resolution No. 275-2022 passed on the 29 day of November, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 29 day of November, 2022.

Christina Reinhard
City Clerk of Ottumwa, Iowa



received
11-22-22 11AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 29, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 5

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 276-2022.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 5 addresses the loose parapet wall at 105-107 N Market. The adjustment is \$13,136.51 which uses the remaining project contingency for this building of \$2,201.70 and increases the contract sum by \$11,163.81.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item: Budget Amendment Needed:

The original contract sum was significantly less the architects opinion of cost. The City's share of the change order would be 25% and the City's contribution does not exceed the budgeted contribution under the Downtown Development Program. The new contract sum would be \$288,940.81.

RESOLUTION NO. 276-2022

A RESOLUTION APPROVING THE NORTH MARKET FACADE IMPROVEMENT PROJECT (CDBG 20-CVN-024) CHANGE ORDER 5

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

WHEREAS, Change Order #5 addresses the loose parapet wall at 105-107 N Market by demolishing and relaying brick; and

WHEREAS, Change Order #5 uses the remaining project contingency for this building of \$2,201.70 and increases the contract sum in the amount of \$11,163.81; and

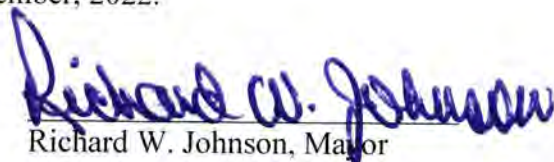
WHEREAS, the City's share of the project cost is still below the budgeted sum; and

WHEREAS, the new contract sum including the change order will be \$288,940.81;



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

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

PASSED AND APPROVED this 29th day of November, 2022.


Richard W. Johnson, Mayor

ATTEST:



Christina Runhara
City Clerk

Change Order 105-107 CO#03 Distribution List:

North Market Facades

Date : 11/17/2022

Owner x
 Architect x
 Contractor x
 Field _____
 Other _____

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

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

The Contract is Changed As Follows :

Address: 105-107 North Market

Item 1: CCI has requested a Change Order for addressing the loose parapet wall on building 107 by demolishing and relaying the brick.
 Total Cost : \$ 13,365.51

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

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

The (contract sum) will be (increased)-~~(decreased)~~
~~—(unchanged by using contingency funds under this~~
~~—facade)~~ by this Change Order in the amount of \$ 13,365.51
 (\$2,201.70 contingency included resulting in **\$11,163.81 add to contract amount**)

The new contract sum including this change order will be \$ 288,940.81

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


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

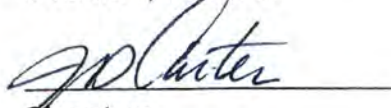
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

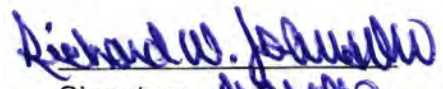
Curtis Architecture
 3408 Woodland Ave
 WDSM, IA 50266

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

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


 Signature
 Rodney L. Curtis
 Date: 11-17-22


 Signature
 CCI
 Date: 11/18/2022


 Signature
 Ottumwa
 Date: 11-29-2022



17587 Hwy 34
Ottumwa, IA 52501
Ph : 641.684.0648

Change Request

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

Number: 3
Date: 11/7/22
Job: 22-3929 105-107 N. Market Facades

Description: Demo and Relay Brick

We are pleased to offer the following specifications and pricing to make the following changes:
Change order request for addressing the loose parapet wall on building-107 by demolishing and relaying the brick.

Breakdown:

Mefford Masonry: \$11,890.00
Project Management: \$610.00
Markup: \$686.00
Bond Cost: \$179.51

The total amount to provide this work is \$13,365.51

LESS CONTINGENCY: \$2,201.70

ADDITIONAL COST: \$11,163.81



CDBG: \$0.00

CITY: \$2,790.95

OWNER: \$8,372.86

Submitted by: Chaitanya Dokala
Christner Contracting Inc

Approved by: Claudia Gattis
Date: 11-16-2022

101 North Lake St.
Hedrick, IA 52563



Colt Mefford
641-799-5754

North Market Facades Bldg 107 Change Order 10.2.22

This is a change order to address the loose parapet wall than Dan and I discussed. Per Dan's request, we will tear down and relay the parapet down to the roof joists approx. The wall is 2 courses thick, so we will relay with a 4" block on the back, and save and relay the brick to relay on the face.

Materials

Labor to demo/clean/save brick	\$2,750
Labor to relay	\$6,750
300 4" block @ \$2.25	\$675
85 spec mix @ \$9	\$765
Misc. grout, rebar, wall ties, etc.	\$450
Lift Rental	\$500

Grand Total \$11,890

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 29, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: STAFF REPORT 510 N COURT

Public hearing required if this box is checked.

RECOMMENDATION: Council to receive update on demolition contract for 510 N Court.

DISCUSSION: Dan Laursen received the contract to demolish 437 N Court. Because he was already mobilized on N Court, he anticipated that he could save costs and provide a bid below the typical rate to demolish the condemned property at 510 N Court. Upon review of the asbestos report, Laursen offered to complete the job for \$9,400 with asbestos abatement at \$4,900 and demolition at \$4,500. These items being below the expectation of

Source of Funds:

Budgeted Item: Budget Amendment Needed:

cost, staff awarded the contract to Laursen directly according to the process outlined in the City's purchasing policy. This item is provide information to the Council to make it clear how this condemned property has been dealt with.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
HEARTLAND HUMANE SOCIETY
FOR THE PROVISION OF ANIMAL CARE SERVICES**

The City of Ottumwa (hereinafter referred to as “City”) and Heartland Humane Society (hereinafter referred to as the “Heartland”), enter into this Memorandum of Agreement (hereinafter referred to as the “Agreement”) on this ____ day of December, 2022.

WHEREAS, Heartland operates a non-profit, no-kill shelter for dogs and cats in the Ottumwa area; and

WHEREAS, Heartland provides animal care and shelter services (collectively known as “Animal Care Services”), and operates a facility for the provision of said services (“animal shelter”); and

WHEREAS, City, through its Community Services Officer and the Ottumwa Police Department, routinely picks up and impounds unrestrained dogs and cats, pursuant to local laws, ordinances, and policies; and

WHEREAS, City does not maintain and operate its own animal shelter to provide necessary Animal Care Services for impounded dogs and cats, and therefore has a need for the type of Animal Care Services provided by Heartland;

WHEREAS, Heartland is willing to continue to provide Animal Care Services, along with its animal shelter, to the City; and

WHEREAS, City finds providing public funds in exchange for Heartland’s Animal Care Services for impounded animals generates a public benefit in the form of facilitating the enforcement of local laws, preventing unrestrained dogs and cats from roaming the City, and furnishing humane treatment of such impounded dogs and cats; and

WHEREAS, City believes the fulfillment of this Agreement is in the vital and best interests of the City, is in accord with the public purposes and provisions of the applicable State and local laws and requirements, and makes efficient use of the City’s powers and funds; and

WHEREAS, City seeks to extend this Memorandum of Agreement for the purposes previously stated.

NOW, THEREFORE, City and Heartland agree as follows:

1. Term.

This agreement shall be effective the 1st day of January, 2023 and shall remain in effect for a period through December 31, 2025, unless terminated in the manner set forth below. This agreement shall renew automatically for one additional year to provide both parties an opportunity to review the agreement and negotiate any new terms and/or fees related to successor agreement(s).

2. Definitions.

“Animal Care Services” means housing and care in accordance with Heartland’s policies and procedures and consistent with applicable Iowa Department of Agriculture and Land Stewardship requirements as well as City Ordinances.

“City Animal” means an animal found within the incorporated city limits of Ottumwa, Iowa and transported to Heartland by the Ottumwa Community Service Officer or Police Department for holding.

“Mandatory Stray Hold Period” means the minimum seven (7) business day period an animal is held in impoundment while its owners may make a claim of recovery.

“Reserved Kennels” means the ten (10) kennels reserved for the exclusive use by City Animals.

3. Fee Schedule and Invoicing.

A. Base Services Fee.

City agrees to pay \$36,500 annually for Heartland to maintain Reserved Kennels for City Animals to be held during the Mandatory Stray Hold Period. This rate shall be paid quarterly in four equal installments on or around the first day of the quarter and covers the Animal Care Services fee during the Mandatory Stray Hold Period. Excluded from the Animal Care Services covered by the quarterly Base Service Fee installments are any vaccinations or treatments required to house City Animals. Also excluded from the quarterly Base Service Fee installments is the housing of additional City Animals in excess of those housed in the Reserved Kennels (i.e., Non-Reserved Kennel Animal Care Services). City shall pay the daily Non-Reserved Kennel Animal Care Service fee for City Animals housed outside of the Reserved Kennels during the Mandatory Stray Hold Period. However, if space becomes available in a Reserved Kennel during this period, the City Animal shall be moved into the kennel and the daily Non-Reserved Kennel Animal Care Service fee rate will no longer be assessed for that individual City Animal.

B. Additional Animal Care Services Fee.

Heartland shall provide additional Animal Care Services to City based on the following fee schedule:

Non-Reserved Kennel Animal Care Services Fee: \$10 per animal per day
Animal Assessment, Parvo Vaccination, and Flea Treatment: \$15 per animal
Rabies Vaccination, if required: \$25 per animal

Heartland agrees to invoice City monthly for additional Animal Care Services fees, and City agrees to pay said invoices within thirty (30) days of receipt of the same. No payment shall be issued by the City to Heartland without a supporting invoice provided by Heartland representing the services rendered.

4. Minimum Shelter, Reclamation, and Transfer of Ownership.

A. Minimum Shelter (Mandatory Stray Hold Period).

City Animals shall remain in Heartlands's care and shelter for a minimum of seven (7) days of impoundment (Mandatory Stray Hold Period), and possibly longer depending upon holidays, weekends, or court ordered quarantines.

B. Reclamation by Owner.

In the event a City Animal is to be reclaimed by its owner within the Mandatory Stray Hold Period, the owner will pay a reclaim fee plus any applicable board fees prior to the animal being released to the owner. Said owner shall pay said fees at the Law Enforcement Center and shall be given a receipt and release. The owner shall then take the receipt and release to Heartland, where the animal to be reclaimed will be released by Heartland to its owner. If the owner cannot provide verification of a rabies vaccination, the animal shall not be released until it has been vaccinated as required by State Statute and City Ordinances.

C. Transfer of Ownership.

If the animal is not redeemed by the owner, said animal upon the termination of the Mandatory Stray Hold Period and authorization of the City, shall become the sole property of Heartland, which shall assume all liability for the animal's care and control from the date said animal was placed in the care of Heartland by the Ottumwa Police Department. City Animals relinquished to Heartland shall be moved from the Reserved Kennels into the general enclosures.

5. Acceptance of Animals.

A. Generally.

Heartland agrees to accept any City dog or cat picked up by the Ottumwa Police Department and deemed suitable for placement with Heartland, except as noted below. Heartland shall provide an acceptable enclosed structure to house up to ten (10) dogs, ten (10) cats, or any combination of dogs and cats up to ten (10) (Reserved Kennels) at any one time. The animals deposited by the City must be placed in an enclosed structure specifically approved by the City. Heartland may take additional dogs and cats if room is available and said animals can be properly isolated during

the Mandatory Stray Hold Period. Additional City Animals accepted by Heartland may be invoiced at the Non-Reserved Kennel Animal Care Services per animal per day rate for the number of days they are held during the Mandatory Stray Hold Period outside of Reserved Kennels. City has the right to inspect the facility where City Animals are kept any time without notice.

Those animals deemed suitable for release to Heartland will be deposited by the Ottumwa Police Department at Heartland, which shall make arrangements for the housing of those animals in a separate location that can be accessed by the Ottumwa Police Department both during and after hours.

Heartland will ensure that said animals released to its custody shall be adequately cared for and held in a secure location that is isolated from other Heartland animals. These secure locations shall meet all minimum care requirements as set forth in City Ordinances and State statutes and regulations.

Heartland shall promptly be responsible for posting photographs of impounded City Animals and information regarding said animals on the City's Police website. City shall give a qualified Heartland designated staff member access to said website for this purpose only.

B. After Hours.

Dogs and cats deemed suitable for placement with Heartland will be deposited at Heartland by officers of the Ottumwa Police Department. Heartland shall make available to the Ottumwa Police Department Officers the ability to deposit said animals at Heartland at any time. At all times other than normal business hours, Heartland shall make available the services of at least one on-call employee who shall receive notification of after - hours deliveries of dogs or cats and be available to attend to such animals in a timely fashion if requested by City.

C. Prohibited Animals.

Animals that are prohibited by City Ordinance (*e.g.*, animals designated as dangerous) or those animals deemed aggressive or seriously injured or ill shall not be taken to Heartland, but will be taken to a veterinary services or qualified boarding facility in or around the City of Ottumwa. Those animals may still be claimed by their owners or placed in a suitable location, depending on the circumstances, but may not be available for adoption by Heartland to City residents.

D. Records.

Heartland agrees to keep records of all animals City brings to Heartland and the animals' dispositions.

6. Animal Shelter.

Nothing in this Agreement should be construed to provide City the right to otherwise use, control, or occupy the animal shelter beyond the terms stated herein, and the parties further agree that the operation, management, and control of the animal center is the sole responsibility of Heartland.

7. Report to City.

Heartland shall provide the City with a written report regarding Animal Care Services provided under this Agreement, no less than once per annum.

8. Termination.

Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party.

9. Notice.

Notice by Heartland to City must be in writing and addressed to:
City Administrator
City of Ottumwa
105 East Third Street
Ottumwa, IA 52501

Notice by City to Heartland must be in writing and addressed to:
Manager
Heartland Humane Society
314 Fox Sauk Road
Ottumwa, IA 52501

Notice is sufficient if delivered by regular mail.

10. Indemnification/Hold Harmless.

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, that may be suffered by, or charged to, the party by reason of any loss or damage to any property or injury to or death of any person or animal arising out of or by reason of any breach, violation or non-performance by the other party or its servants, employees or agents of any covenant or condition of this Agreement, or by any act or failure to act of those persons.

The parties shall not be liable for failure to perform under this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the respective party's control.

11. Waiver.

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms of this Agreement.

12. Severability.

If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

13. Entire Agreement.

This Agreement sets forth all the covenants, promises, agreements, and conditions between City and Heartland concerning Animal Care Services, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

14. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(remainder of page intentionally left blank; signature page to follow)

Dated this _____ day of December, 2022.

CITY OF OTTUMWA, IOWA,
an Iowa municipal corporation

Richard W. Johnson
Mayor

ATTEST:

Christina Reinhard
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WAPELLO)

On this ____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared Richard W. Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ottumwa, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – City of Ottumwa, Iowa]

HEARTLAND HUMANE SOCIETY
an Iowa non-profit corporation

By: _____
Pam Ratliff, Manager

ATTEST:

By: _____
Mychelle Harvey, President, Board of Directors

STATE OF IOWA _____)
) ss
COUNTY OF WAPELLO _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Ratliff and Mychelle Harvey, to me personally known, who, being by me duly sworn, did say that they are the Manager and President of the Board of Directors, respectively, of Heartland Humane Society; and that the instrument was signed and sealed on behalf of Heartland Humane Society on the ____ day of _____, 2022; and that Pam Ratliff and Mychelle Harvey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – Heartland Humane Society]



CITY OF
OTTUMWA

Citizen Input Request Form

11-29-22

Council Meeting Date

Name: Gerrett Ross

Address: 611 North Hancock

Item No. to Address: Heartland Contract
(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

11-29-22

Council Meeting Date

Name: Lisa McConnell

Address: 10202 155TH AVE Ottumwa IA

Item No. to Address: 470
(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

11-29-22

Council Meeting Date

Name: Steve Edgington

Address: 131 Lynwood Ave

Item No. to Address: _____
(Agenda will be provided to complete this section)

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

#6

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.