

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 19, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through May 27, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of **4** minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 13 on April 28, 2020, Special Meeting No. 14 on April 29, 2020 and Regular Meeting No. 15 on May 5, 2020 as presented.
2. Acknowledgement of April financial report and payment of bills as submitted by the Finance Department.
3. Consider Accepting the 2020 Coronavirus Emergency Supplemental Funding Grant from the Bureau of Justice Assistance in the amount of \$41,882.
4. Resolution No. 92-2020, approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center, term to end on May 23, 2021.
5. Resolution No. 115-2020, authorizing the budgeted transfers for Fiscal Year 2020 Debt Payments, Bond Fees and Debt Balance Adjustments.
6. Resolution No. 122-2020, setting June 2, 2020 as a date of a public hearing on the Revised Sewer fees and charges as presented in Ordinance No. 3174-2020.
7. Beer and/or liquor applications for: Kariden Wine Company, 620 Church St.; Parkview Plaza/Hotel Ottumwa, 107 E. Second St. temporary outdoor service area in correlation with their Sidewalk Café Permit; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on procedures and facility access during COVID-19.
2. Progress Update on US 63 South IDOT Project –PW Dir. Seals.

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:

1. Approve the application for a Sidewalk Café Permit for Hotel Ottumwa, 107 E. Second Street beginning May 20, 2020 through July 18, 2020; with the option for an extension.

RECOMMENDATION: Approve the application for a Sidewalk Café Permit.

2. Approve multiple agreements and consent to lien for water service costs for part of the 200 block of East Main Street in connection with the Ottumwa Main Street Project (Downtown Streetscape).

RECOMMENDATION: Authorize the Mayor to sign the Agreements and Consent to Lien for two properties in the 200 block of East Main Street.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing regarding the proposed conveyance of City owned property located at 310 East Main Street, Ottumwa, Iowa, to Christner Properties, LLC.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 54-2020, accepting the Purchase and Development Agreement and approving the sale of real estate located at 310 East Main Street, Ottumwa, Iowa, to Christner Properties, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 54-2020.

2. This is the time, place and date set for a public hearing on the sale of City owned vacant lot located at 310 North Moore Street, in the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 80-2020, accepting the bid and approving the sale of 310 North Moore to Ed Black for the sum of \$675.

RECOMMENDATION: Pass and adopt Resolution No. 80-2020.

3. This is the time, place and date set for a public hearing on the sale of City owned vacant lot located at 119 North Ward Street, in the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 82-2020, accepting the bid and approving the sale of 119 North Ward to Michael and April Shilkus for the sum of \$525.

RECOMMENDATION: Pass and adopt Resolution No. 82-2020.

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 2020 Catch Basin Replacement Program.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 113-2020, approving the plans, specifications, form of contract and estimated

cost for the 2020 Catch Basin Replacement Program.

RECOMMENDATION: Pass and adopt Resolution No. 113-2020.

5. This is the time, place and date set for a public hearing on the proposal to enter into a Development Agreement with Highlands Development I, LLC.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 119-2020, approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Highlands Development I, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 119-2020.

H. RESOLUTIONS:

1. Resolution No. 110-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa, totaling \$67,251.56

RECOMMENDATION: Pass and adopt Resolution No. 110-2020.

2. Resolution No. 111-2020, Budget Amendment for Fiscal Year 20-21 to add an additional 2 ½ Ton Dump Truck to the Street Department.

RECOMMENDATION: Pass and adopt Resolution No. 111-2020.

3. Resolution No. 112-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 112-2020.

4. Resolution No. 114-2020, approving Change Order No. 5, in the amount of \$5,123.05 for the Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 114-2020.

5. Resolution No. 116-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Beach Renovations Phase 4, RFP 7X Wood Fence Repairs Project.

RECOMMENDATION: Pass and adopt Resolution No. 116-2020.

6. Resolution No. 117-2020, accepting the work as final and complete and approving the final pay request for Phase 4 - Beach Renovations; Slide Structure Repainting Project.

RECOMMENDATION: Pass and adopt Resolution No. 117-2020.

7. Resolution No. 121-2020, recommendation to Transfer \$115,880.93 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.

RECOMMENDATION: Pass and adopt Resolution No. 121-2020.

8. Resolution No. 123-2020, revising Policy No. 20-2018, Sewer Charges and Fees, adjusting how the credits are established for homeowners with a swimming pool and establishing Revised Policy No. 20-2018 effective July 1, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 123-2020.

I. ORDINANCES:

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]
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FAX COVER SHEET

City of Ottumwa

DATE: 5/15/2020 TIME: 9:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

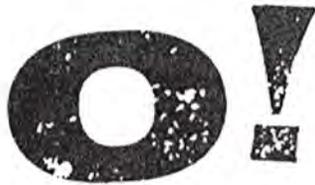
FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #16 to be held on 5/19/2020 ** Please Note – All media outlets wishing to record will need to set up in Council Chambers before the meeting starts at 5:30 P.M. Media personnel may then watch the meeting from Room 108 as we will broadcast on our screen in order to stay within regulations set forth in the State Public Health Disaster Emergency.

*** FAX MULTI TX REPORT ***

JOB NO. 1889
DEPT. ID 4717
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TX INCOMPLETE -----
TRANSACTION OK 96847834
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ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



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	916606271885	KTVO
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OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 13
Council Chambers, City Hall

April 28, 2020
5:30 O'Clock P.M.

The meeting convened at 5:31 P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call 641-683-4581 to address the Council. During the meeting, Staff will reserve a minimum of 4 minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

Present were Council Member Stevens, Meyers, Berg, Dalbey, Roe and Mayor Lazio.

Roe moved, seconded by Dalbey to approve the agenda as presented.

Meyers moved, seconded by Roe that Res. No. 83-2020, Directing the Acceptance of a Proposal to Purchase \$15,380,000* Gen. Obligation & Refunding Capital Loan Notes; and Approving the Form and Auth. Execution of a Note Purchase Agt, be passed and adopted. Finance Dir. Mulder stated these bonds will be used to fund the CSO projects previously approved by Council; and refinancing the two bonds provides savings of \$206,000. The following two loan notes in the next two resolutions are encompassed within this discussion. Tim Oswald with Piper Sandler also provided feedback on this bond agt. Finance rate for this issuance is 2.85% and the ave on the two that were refinanced was 3.28%. All ayes.

Roe moved, seconded by Stevens that Res. No. 84-2020, Auth. the Redemption of Outstanding Gen. Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, be passed and adopted. All ayes.

Dalbey moved, seconded by Roe that Res. No. 85-2020, Auth. the Redemption of Outstanding Gen. Obligation Capital Loan Notes, Series 2013D, dated Dec. 30, 2013, be passed and adopted. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 87-2020, Sets a public hearing for the approval of an Option to Purchase Property located within the City's West Gate URA on the corner of W. Main and S. Washington, known as a portion of the Washington St. parking lot, Ottumwa, IA, with Cutler Development, LLC, for 12:00 Noon on May 29, 2020, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this purchase option for Cutler Development LLC will allow for development on the south portion of the Washington lot while leaving the north portion open for parking. Cutler proposes to build a 3-story building with approx. 24 apartments on levels 2 and 3, 9,300 sq ft of retail space on level 1, with 10,000 sq ft of private parking and related site improvements. If Cutler is awarded the Grant, the city would proceed to prepare a Dev. Agt. with him

along with public notice and public hearing requirements. To satisfy competitive bidding requirements as well as Iowa Code Section 403.8, a Res should be passed setting a public hearing for the approval of the Option to Purchase. Councilman Dalbey is not impressed based on the calls he's received (as comparing this project to that of Washington Apartments) and will need to have more information before he is sold on it. All ayes.

Roe moved, seconded by Dalbey that Res. No. 88-2020, approving the publication of a public notice soliciting competing proposals for an option to purchase real estate located within the City's West Gate URA on the corner of W. Main and S. Washington, known as a portion of the Washington St. parking lot, Ottumwa, IA, with Cutler Development, LLC, be passed and adopted. All ayes.

Dalbey moved, seconded by Roe that Res. No. 89-2020, authorizing renewal and admin. services agt between Wellmark Blue Cross and Blue Shield of IA and the City of Ottumwa, effective July 1, 2020 through June 30, 2021, be passed and adopted. Finance Dir. Mulder reported we are increasing our stop loss coverage from \$100,000 to \$110,000 due to several large claims. Otherwise, the city's plan design, the deductibles and the out of pocket maximums will remain the same. There will be an increase in the premiums due to the rate increases. The city pays 90% of the premiums, while employees contribute 10%. There is also a buy-up dental plan for interested employees. Councilman Roe stated this is problematic in how to offset the amount of this increase in our already tight budget. We need to make some serious considerations in how we do health business. We will not be able to stay on this plan. Mulder stated we need to negotiate what percentage the city pays and what the employee pays. All ayes.

Mayor Lazio inquired if anyone wished to address the council on any item not on the agenda; there were none.

Meyers moved, seconded by Stevens to recess and reconvene in Room 108 for closed session proceedings. All ayes.

The meeting recessed at 6:09 P.M.

SPECIAL MEETING NO. 13
Room 108, City Hall

April 28, 2020
6:15 O'Clock P.M.

The meeting reconvened at 6:15 P.M.

Present were Council Member Stevens, Meyers, Berg, Dalbey, Roe and Mayor Lazio.

Roe moved, seconded by Dalbey to enter into closed session in accordance with Iowa Code Section 21.5 I.i. ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of conducting Police Chief interviews. All ayes.

The meeting entered closed session at 6:18 P.M.

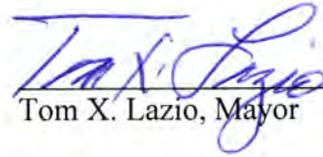
Roe moved, seconded by Meyers to return to open session at 9:17 P.M.

Roe moved, seconded by Meyers to extend an offer for Chief of Police to Chad Farrington with a starting salary of \$90,000 with goals set and a performance evaluation in 6 months with opportunity to increase salary to \$95,000 upon successful completion of set goals; and the option to negotiate said terms with the City Admin. upon acceptance. All ayes.

Roe moved, seconded by Dalbey that the meeting adjourn. All ayes.

Adjournment was at 9:18 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 14
Council Chambers, City Hall

April 29, 2020
5:30 O'Clock P.M.

The meeting convened at 5:31 P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

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Present were Council Member Meyers, Berg, Dalbey, Roe, Stevens and Mayor Lazio.

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

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda; Steve Peters, Russ Ferguson and Tim Sullivan were on speaker conference call with Scott Hallgren to discuss this item.

Work Session to discuss options and resolutions to cover shortfall associated with Bridge View Center due to lost revenue related to COVID-19; additional funding is requested to continue to pay facility expenses through the end of this fiscal year.

Scott Hallgren would like to open up discussion by giving Steve Peters, President and Owner of VenuWorks, the floor.

Steve Peters with VenuWorks stated the following:

We've been running BVC since 2011; hosted 580 events last yr. and had economic impact for Ottumwa around \$9 Million; outstanding fourth quarter lined up and then March 17 struck with COVID-19 regulations that forced us to close our doors to events; we've rescheduled and negotiated events; events from the spring have moved to the fall and some into 2021; we've been very careful with our employees and have maintained the ability to reopen for whenever the restrictions are lifted; purchased disinfectant foggers that will clean BVC when transitioning from one event to the next; implementing patron surveys – asking what they want to see in place or happen before they feel comfortable coming back in the doors; working on social distancing procedures and also making sure that we can accommodate as many people as possible; serving 45,000 school box lunches through the end of this wk; refunds and receipts are being done; local staff of 9 – reached out collectively with peers in the industry to see how they are dealing with this; trying to guess future relief for municipally owned assemblies; first wave we were able to receive PPP loans for BVC – collection of 21 LLC's;

\$135,700 pays for 8 weeks of staff and 2 months of utilities; we don't know how long we will be closed; nationally surveys show that people are not ready to attend events in banquet halls or come in this type of environment; we will continue to be ready and continue to mitigate through the financial challenges; to help, we are waiving \$26,000 of our fees through the end of June (variable fees normally around \$40,000); continue to waive variable fees – 40% reduction retroactive to last June; we will have to make significant staff furloughs in July with a minimum of 2 staff working in the Ottumwa location with continued assistance from corporate in Ames.

Questions:

The question from last week was could we help with a certain dollar amount – who do you owe? Where are we from that point?

AP – at \$186,000, gap between \$211,000 that is on the cash flow this includes lightbulb maint and painting the theater stage floor; part of the \$211,000 also includes \$26,000 for insurance that is payable in June but effective July 1, 2020.

We have roughly \$100,000 in that fund balance, what options are available to us if this money is given now; going into the next fiscal cycle and this fund is depleted; how do we mend this problem since we are contractually obligated to pay?

- We have an agt. in place with VenuWorks for the City to subsidize up to \$350,000 for BVC; part of this is received from BVC, Inc.; event center levy; state backfill; hotel/motel fees through General Fund. This is revenue coming in and going back out to BVC to help cash flow events. We are looking at a cash flow problem. Model was to have expenses covered by revenue coming in, but events can't be held. Try to set up as a receivable so we can track it and recover as much as possible.

If this is set up as a receivable, what if BVC continues to operate at a loss; will we end up writing this amount off anyway?

- That is a possibility, yes. We are looking for other ways to recover the funds – levy, borrow.

Clearly this money is needed now \$186,000 in payables – what is your payables outstanding right now? How far out is this aged?

- Current (6%); Over 30 (36%); Over 60 (20%); Over 90 (13%); Over 120 (25%)

I completely understand the concept of cash flowing some events based on what you have currently but it seems like some of this really has nothing to do with COVID-19 and we just have a cash flow problem in general.

- This business is very unique – it is a roller coaster. As soon as events happen, we bill out; we have a constant in/out cash flow. If COVID-19 didn't happen, we would have been sitting closer to our realistic goals and would have made budget.

Who's your largest vendor that you owe money to?

- VenuWorks – corp. office. Part of which they have allowed us to get other bills taken care of first; for this current fiscal year, Corp. has been our banker. We’ve held an interest free loan from corp. around \$80,000.

Almost half is directly due to corporate; how much is due to them directly?

- Of that aged balance – how much is to VenuWorks? It would be nice to have a break out of total amt due to VenuWorks compared to that of all local vendors. The City has not operated under good financial capacity and have cont. over the last decade as status quo. Both BVC and the Beach are quality of life amenities but they still cost the City money; in a community that is already suffering, how can we continue to operate at a loss of \$350,000 every year? We need housing, new business development, increase staffing, quality of life that will draw people here, infrastructure. This model is not sustainable.

Based off of \$80,000 that is due to VenuWorks about 12% is over 30 days; 24% is over 60 days; 13% is over 90 days and 50% is over 120 days.

Steve talked about receiving funds (loan) from the government to cover PPP – are they funding individual events centers labor and utilities or is VenuWorks receiving subsidies from the Federal level?

- Nothing to corporate but to each separate LLC. Only used for payroll, benefits, utilities.

Is there any rumblings from the Fed. Gov about funding to help corp location help offset some of the payables? Any other possible sources of revenue?

- Leads – National Endowment for the Humanities, National Endowment for the Arts – still checking on these. Iowa Arts Council – okay to apply through BVC, Inc. – funds would funnel through them to us.

When talking about setting up AR and looking at next year’s hotel/motel tax will be lower because of occupancy rates, looking at next year’s operating budget, does VenuWorks think there’s a possibility to find more savings in the budget to offset AR and help with backfill?

- The big unknown is we don’t know where we stand with opening back up. Phased in approach; hopefully by Labor Day. This is a tough question to answer. We don’t know what FY21 will look like. Not too promising.

Looking at referenced cash flow issues, is this something that occurs at other VenuWorks facilities?

- My colleges inside and outside VenuWorks have had this same problem. We don’t have a reserve fund to draw from or build up.

Some of the events originally scheduled for the spring have moved to fall, what is the approach for those with profit? Towards metrics for FY21 or contractual in the metrics?

- Asking for cash infusion of \$211,000; we're not going to be at \$561,000 deficit; we've already accrued some expenses that will fall into FY21 because that is when the show will physically happen.

Can we take the profit from the bigger events and apply to cash infusion?

- Yes, possibly. Some of the cash we need now will be cash in/out and reflected on FY20/21 books.

All businesses are having a tough time; what happens when the bottom falls out of our hotel/motel tax? What if this goes on another 12 months and we have no funding? How are we going to close that gap? I'm worried about our fiscal responsibility; I'm not sure what the next step is, I know what our contractual obligations are; I'm okay with setting this up as a receivable.

We are hearing that hotel/motel tax will be down about 30% (equates to approx. \$150,000) but won't know for sure until we receive our quarterly stmt. We are trending just over \$100,000 loss through the end of March, plus the loss from hotel/motel tax. We need to figure out what to do to offset this. We may need to go out for a bond to cover these expenses so we don't deplete our general fund and lobby for the state and federal level to get some relief.

A lot of the decisions you have been asked to make are reactive. My approach to budgeting is more proactive; take a look at revenues and find opportunities for funding.

For the public, what entities receive funding from the hotel/motel tax; what is that used for?

- 35% of hotel/motel tax goes to CVB with the remaining percentage going to the Beach and BVC to fund operating expenses. The money has to be used for tourism and recreation events.

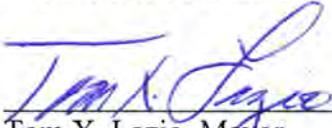
Can staff come back with general recommendations at the next two council mtgs?

If possible to have a recommendation and formal approval on the next mtg. agenda (5/5/2020).

There being no further business, Stevens moved, seconded by Berg that the meeting adjourn. All ayes.

Adjournment was at 6:51 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 15
Council Chambers, City Hall

May 5, 2020
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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Present were Council Member Berg, Dalbey, Roe, Stevens, Meyers and Mayor Lazio.

Roe moved, seconded by Meyers to approve the following consent agenda items Mins. from Reg. Mtg. No. 12 on April 21, 2020 as presented; Approve the appointment of Chad Farrington to the position of Police Chief for the Ottumwa Police Dept. effective June 10, 2020; Res. No. 53-2020, setting a public hearing date for May 19, 2020 on the Council's intent to approve a Purchase and Development Agt. with Christner Properties, LLC for the purchase of 310 E. Main; Res. No. 79 -2020, setting May 19, 2020 as the date of a public hearing on the disposition of City owned property located at 310 N. Moore; Res. No. 81-2020, setting May 19, 2020 as the date of a public hearing on the disposition of City owned property located at 119 N. Ward; Beer and/or liquor applications for: Ottumwa Grocery, LLC, 129-131 E. Second; Las Palmas Bar & Grill, Inc., 321 E. Second; Fraternal Order of Eagles Ottumwa #114, 109 S. Green; all applications pending final inspections. All ayes.

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

City Admin. Rath provided an update on procedures and facility access during COVID-19. Wapello County is one of 77 counties in IA that has been given an opportunity to open up certain areas with limitations. We must continue to do our part by practicing social distancing.

Mayor Lazio inquired if there was anyone that wished to address an item on the agenda. Dennis Willhoit, Chair of Historic Preservation Commission, shared a letter about Ballingall Park and the BUILD grant application (Item H-3). The Historic Preservation Commission wants to ensure that any permanent design decisions pertaining to this historic resource are not included within this grant in any way that may become irreversible.

Meyers moved, seconded by Berg to accept bid and award contract for asbestos removal at 319 W. Fifth to Dustan Smith of Environmental Edge of Ottumwa, IA, for the sum of \$3,700. Planner Simonson reported three bids were received on April 28, 2020. All ayes.

Roe moved, seconded by Dalbey to accept bid and award contract for demo and disposal of the structures located at 319 W. Fifth to Tim Skinner Trucking of Ottumwa, IA, for the sum of \$11,950. Planner Simonson reported three bids were received on April 28, 2020. All ayes.

Meyers moved, seconded by Roe to approve the proposal for professional services from Veenstra and Kimm for the amount not to exceed \$18,700, to prepare a Nutrient Reduction Rpt for WPCF. PW Dir. Seals reported this is a requirement for our five-yr. discharge permit. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 HMA, PCC Street Crack Repair Program. PW Dir. Seals reported this is one of our annual preventative maintenance programs. No objections were received. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 93-2020, approving the plans, specifications, form of contract and est. cost for the 2020 HMA, PCC Street Crack Repair Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 Sanitary Utility Access Program. PW Dir. Seals reported 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. No objections were received. Meyers moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Meyers that Res. No. 94-2020, approving the plans, specifications, form of contract and est. cost for the 2020 Sanitary Utility Access Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 Sidewalk Drop and Detectable Warning Installation Program. PW Dir. Seals reported this is the ninth contract. The completion of these sidewalk drops will be a step towards compliance with the ADA Transition Plan that was originally approved by Council on Aug. 7, 2012. We budget \$120,000 each year until complete. No objections were received. Stevens moved, seconded by Meyers to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 95-2020, approving the plans, specifications, form of contract and est. cost for the 2020 Sidewalk Drop and Detectable Warning Installation Program, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 Asphalt St. Repair Program. PW Dir. Seals reported this project is for our annual asphalt st. repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Berg moved, seconded by Roe that Res. No. 96 -2020, approving the plans, specifications, form of contract and est. cost for the 2020 Asphalt St. Repair Program, be passed and adopted. Can someone look into including west of the roundabout in this program as it took quite a beating during construction last yr.? All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the 2020 Chip Seal Program. PW Dir. Seals reported this project is for the application of a chip & seal coat to existing HMA overlay streets in an attempt to extend their life expectancy. This process includes sealing and patching the existing pavement surface, applying an asphalt emulsion coat and then topping with a pea gravel wearing course surface. The selected area that

will be done has an ave. HMA surface of 15 years. By applying the seal coat, we should be able to extend the useful life for another 15 years. No objections were received. Dalbey moved, seconded by Meyers to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 97-2020, approving the plans, specifications, form of contract and est. cost for the 2020 Chip Seal Program, be passed and adopted. Stmt made by council given the cost effectiveness and longevity why hasn't the city been doing this program in the past? PW Dir. Seals stated we review different methods and use whichever is more appropriate for the shape of the streets; we are looking more in this direction. All ayes.

Dalbey moved, seconded by Berg that Res. No. 78-2020, reserve \$100,000 to cover costs associated with BVC due to lost revenue related to COVID-19, be defeated. All ayes.

Roe moved, seconded by Dalbey that Res. No. 86-2020, accepting a gift of real estate from Josh and Brandy Lunt located at 315 N. Jefferson, Ottumwa, IA, be passed and adopted. Dir. of Hlth., Insp. & Planning Flanagan reported this property has been placarded since July 21, 2016 and the owners have been unable to sell. The owners will bring the real estate taxes current to date of possession. All ayes.

Roe moved, seconded by Meyers that Res. No. 90-2020, resolution of commitment to apply for the West Main Multimodal Corridor Revitalization Project Build Grant, be passed and adopted. Dir. of Hlth., Insp. & Planning Flanagan and RPC Planner, Grefe, discussed this item in great lengths. Discussions for this Grant started back in 2011; Grefe is working on the narrative for this grant that must be submitted by May 18, 2020. This resolution empowers staff to proceed with the application for the BUILD grant. The grant requests totals \$14,409,365 with cash matching funds presented within the grant narrative totaling \$3,752,500. Most notably within these matching funds, the City and Legacy Foundation would be matching with commitments of \$1 Million in funding each, with OWW matching at \$602,500, related to water infrastructure installation in conjunction with streetscape projects and other capital improvements. Wapello County Trails, along with other project targeted grant sources, would produce an add'l \$1,150,000 in grant funding. All funding sources bring the total riverfront initiative costs to \$18,161,865. The grant has ten major public objectives, which will be performed over a scheduled five year period following a potential awarding and which must be completed by 2027. The BUILD program will give special consideration to projects which emphasize improved access to reliable, safe and affordable transportation for communities in rural areas, such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity or facilitate economic growth or competitiveness. Councilman Roe stated we are potentially looking at over the next few years, \$3.1 Million in infrastructure costs between the City and OWW; comparing to this project, it would be a really good buy for the City to do this project. Councilman Meyers further explained that the city will be responsible for a nickel out of every dollar for this infrastructure which is something to take advantage of. Remind the public that this is purely authorizing submission of the grant application and if awarded (in September) it comes back to Council for further approval. City Admin. Rath stated we have been asked the question as to why we are submitting this now, why can't it wait until a later time? Next year, grant parameters might change and we may not have the opportunity to apply for a grant in this size so we are in the time and now to reap those benefits. This project is also a focal point within our Comprehensive Plan that has been in place since 2001. All ayes.

Meyers moved, seconded by Roe that Res. No. 91-2020, fixing date for a public hearing on the proposal to enter into a Development Agt. with Highlands Development I, LLC, be passed and adopted. Dir. of Hlth., Insp. & Planning Flanagan reported this sets May 19, 2020 as the public hearing to consider a development agt. for re-development of the former Target bldg. by developer Chris Williams (Highlands Development I, LLC). This project will include new VA facilities as well as 2-3 potential retail vendors.

Overall project investment is approx. \$8-9 Million. The City's TIF rebate incentive is for a 20 yr. term and set not to exceed \$3.8 Million. The estimated TIF rebate actual value is \$2.5-2.7 Million over the term of the agt. All ayes.

Roe moved, seconded by Stevens that Res. No. 98-2020, Approving Change Order No. 1 for Beach Reno Ph. 4 – Shade Structures Installation Project, be passed and adopted. Parks & Rec Dir. Rathje reported this change order increases the contract amt. by \$9,362.84 for a new contract sum \$108,898.54. All ayes.

Dalbey moved, seconded by Roe that Res. No. 99-2020, approving Change Order No. 1 and Accepting the work as Final and Complete and Approving the final pay request for the Beach Reno Ph. 4 – RFP 6X, Drainage Improvements Project, be passed and adopted. Parks & Rec Dir. Rathje reported this change order increases the contract amt by \$781.80 for a new contract sum of \$23,236.80. DC Concrete & Const. has completed all work according to the plans and specifications and this authorizes final pymt and release of retainage in the amount of \$2,268.59. All ayes.

Meyers moved, seconded by Berg that Res. No. 101-2020, placing up to a one-yr Moratorium on the sale of City owned vacant lots, except those deemed approp. for the building of a new residential dwelling or commercial bldg while the City's Vacant Lot Policy is revised, be passed and adopted. Planner Simonson reported this moratorium will be effective June 1, 2020 for up to one yr, but could be revoked prior to that sunset provision. City owned vacant lots could still be sold if the lot was at least 50-ft wide, and a residence or commercial bldg. was being built on the lot. A vacant lot could also still be sold for green space if the lot was too small to be built on or was an impractical build site such as grading issues. Councilman Stevens requested that these lots be looked at on a case by case basis even if they are smaller than 50-ft wide. All ayes.

Berg moved, seconded by Roe that Res. No. 102-2020, reallocating funds in the amount of \$9,500, in Fund 151, from Dept. 343 City Housing to Dept. 561 Healthy Neighbors, to be used in support of the 2020 cycle of the Healthy Neighbors Home Improv. Grant and Authorizing the Healthy Neighbors Grant Committee to Award up to \$11,000 for home improvement grants, be passed and adopted. Planner Simonson reported this resolution continues the healthy neighbors initiative into its second yr. In 2019, the program launched with 76 applicants and seven completed projects. This year, applications will open earlier in the year to allow property owners to use the entire building season for qualifying projects. Applications are due June 8, 2020 and awarded June 15, 2020 with selected projects required to be completed by Dec. 31, 2020. We hope to focus on multiple applicants in a neighborhood. All ayes.

Roe moved, seconded by Dalbey that Res. No. 103-2020, approve Change Order No. 2 for the East Main St. Reconstruction Project, be passed and adopted. PW Dir. Seals reported change order no. 2 decreases the contract amt. by \$52,581.75 resulting in a new contract sum of \$2,826,675.73. All ayes.

Roe moved, seconded by Dalbey that Res. No. 104-2020, appointing UMB Bank, N.A. as the Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and the Note Registrar and Transfer Agent Agt. and Authorizing the Execution of the Agt., be passed and adopted. Finance Dir. Mulder reported UMB Bank, N.A. serves in this capacity for all securities issues for the City of Ottumwa. This is for the \$14,115,000 General Obligation & Refunding Capital Loan Notes, Series 2020. All ayes.

Dalbey moved, seconded by Roe that Res. No. 105-2020, approving and authorizing a form of Loan Agt. and authorizing and providing for the issuance, and levying a tax to pay the notes; Approval of the Tax Exemption Cert. and Continuing Disclosure Cert., be passed and adopted. Finance Dir. Mulder reported the bonds will be used to fund Div. I of the CSO and refinancing of Series 2012 and Series 2013D. All ayes.

Meyers moved, seconded by Berg that Res. No. 106-2020, recommendation to transfer \$116,616.93 to the BVC for delinquent payables due to lost revenue related to COVID-19, be passed and adopted. Finance Dir. Mulder reported outstanding payables listed through 4/22/2020 was for \$174,406.98; of which \$31,790.05 to be paid by the YMCA for the youth food program. VenuWorks has agreed to discount \$26,000 for the variable costs invoices for a total of \$116,616.93 to be paid to vendors. Vote taken: Ayes: Meyers, Berg. Nays: Dalbey, Roe, Stevens. Motion failed.

Dalbey moved, seconded by Roe that Res. No. 107-2020, assessing delinquent sewer collection fees on property taxes, be passed and adopted. Finance Dir. Mulder reported two properties have delinquent fees totaling \$1,109.46. All ayes.

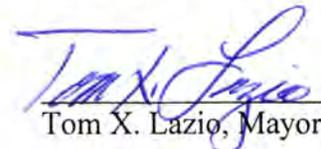
Meyers moved, seconded by Roe that Res. No. 108-2020, assessing delinquent refuse collection fees on property taxes, be passed and adopted. Finance Dir. Mulder reported four properties have delinquent fees totaling \$814.77. All ayes.

Dalbey moved, seconded by Roe that Res. No. 109-2020, approving addt'l Professional Services at the hourly rate scheduled between Veenstra & Kim and the City of Ottumwa for the BUILD Grant Program, be passed and adopted. PW Dir. Seals reported council approved an hourly rate schedule for services on May 21, 2019; addt'l services are est. not to exceed an addt'l \$5,000 and would be funded by the RU fund balance for a new contract total of \$29,500. All ayes.

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

Adjournment was at 7:36 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

REPORT DATE 04/30/2020
 SYSTEM DATE 05/08/2020
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 04/30/2020

Item No. **B. -2.** ¹
 PAGE 06:11:12
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2328210.75	2286328.50	1098315.73	3516223.52	4787.60	3521011.12
TOTALS FOR FUND 002	PARKING RAMP	32268.21		1234.86	31033.35		31033.35
TOTALS FOR FUND 110	ROAD USE TAX	6006419.00	385621.89	258400.22	6133640.67	669.52	6134310.19
TOTALS FOR FUND 112	EMPLOYEE BEN	-624585.41	1877919.46	475743.00	777591.05		777591.05
TOTALS FOR FUND 119	EMERGENCY FU		42378.79	42378.79			
TOTALS FOR FUND 121	SALES TAX 1%	2422191.49	230535.58	26723.00	2626004.07		2626004.07
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	187798.90	163762.87		351561.77		351561.77
TOTALS FOR FUND 126	AIRPORT TIF	47984.43	22347.43		70331.86		70331.86
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	85790.31	58939.63		144729.94		144729.94
TOTALS FOR FUND 129	RISK MANAGEM	897195.06	138450.47	8344.20	1027301.33		1027301.33
TOTALS FOR FUND 131	AIRPORT FUND	288799.49	66669.23	48584.22	306884.50		306884.50
TOTALS FOR FUND 133	LIBRARY FUND	225094.90	139983.23	57331.97	307746.16		307746.16
TOTALS FOR FUND 135	CEMETERY FUN	-75615.05	65198.93	20159.30	-30575.42		-30575.42
TOTALS FOR FUND 137	HAZ-MAT FUND	126541.10	19853.24	7707.49	138686.85	483.50	139170.35
TOTALS FOR FUND 141	2018 UPPER S	8078.12			8078.12		8078.12
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	1871050.80	50519.37	77375.98	1844194.19		1844194.19
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	798308.88	3961.45	17535.20	784735.13	755.00	785490.13
TOTALS FOR FUND 162	SSMID DISTRI						
TOTALS FOR FUND 167	FIRE BEQUEST	18077.93			18077.93		18077.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	1005232.96	86640.00	94837.31	997035.65		997035.65
TOTALS FOR FUND 173	LIBRARY BEQU	130589.35	70.00	1634.76	129024.59	648.00	129672.59
TOTALS FOR FUND 174	COMMUNITY DE	126387.28	28.29	225.00	126190.57		126190.57
TOTALS FOR FUND 175	POLICE BEQUE	76516.31	2675.00	81.42	79109.89	16.00	79125.89
TOTALS FOR FUND 177	HISTORIC PRE	1674.64			1674.64		1674.64
TOTALS FOR FUND 200	DEBT SERVICE	1883408.44	635231.81		2518640.25		2518640.25
TOTALS FOR FUND 301	STREET PROJE	682841.79		15715.86	667125.93		667125.93
TOTALS FOR FUND 303	AIRPORT PROJ	-52664.30		28798.59	-81462.89		-81462.89
TOTALS FOR FUND 307	SIDEWALK & C	47069.33		113712.69	-66643.36		-66643.36
TOTALS FOR FUND 309	PARK PROJECT	207423.55		13424.41	193999.14	482.50	194481.64
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	49507.21			49507.21		49507.21
TOTALS FOR FUND 315	SEWER CONSTR	1532469.89		61596.39	1470873.50	2766.00	1473639.50
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER		118.00	118.00		118.00	118.00
TOTALS FOR FUND 610	SEWER UTILIT	2241156.11	424023.20	440590.69	2224588.62	141.32	2224729.94
TOTALS FOR FUND 611	SEWER SINKIN	1056533.00	106837.00		1163370.00		1163370.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2925003.00	41667.00		2966670.00		2966670.00
TOTALS FOR FUND 670	LANDFILL FUN	1672242.19	160554.33	119471.50	1713325.02	4041.98	1717367.00
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	87310.40	48886.38	38759.63	97437.15	2475.00	99912.15
TOTALS FOR FUND 690	TRANSIT FUND	680222.47	190750.32	85629.89	785342.90	50.00	785392.90
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	137836.16			137836.16		137836.16
TOTALS FOR FUND 750	GOLF COURSE	15663.62			15663.62		15663.62
TOTALS FOR FUND 810	POOLED INVES	-33714553.32	9049947.26	11800000.00	-36464606.06		-36464606.06
TOTALS FOR FUND 820	PAYROLL CLEA	236198.71	1063468.84	1070782.21	228885.34	2039.60	230924.94
TOTALS FOR FUND 840	EQUIPMENT PU	1486067.78		16320.73	1469747.05		1469747.05
TOTALS FOR FUND 860	GROUP HEALTH	4016324.09	334887.79	247671.85	4103540.03		4103540.03
TOTALS FOR ALL LISTED FUNDS		2489079.18	17698255.29	16289204.89	3898129.58	19474.02	3917603.60

REPORT DATE 04/30/2020
SYSTEM DATE 05/08/2020
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 04/30/2020

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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00320	ACCO	206258	04/24/2020	9,714.75	CAPITAL IMPROVEMENTS
00688	AFSCME/IA COUNCIL 61	206306	04/24/2020	208.40	LIBRARY UNION DUES PAYABL
00690	AFLAC	206015	04/03/2020	2,199.60	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	206016	04/03/2020	926.50	LEGAL FEES
00855	AIRGAS USA LLC	206090	04/10/2020	306.26	OPERATING SUPPLIES
01700	ALLIANT ENERGY/IPL	206091	04/10/2020	93,993.52	ELECTRIC
01723	RANDY ALLMAN	206092	04/10/2020	35.00	REFUNDS
02080	ALTORFER INC.	206018	04/03/2020	642.58	OTHER MAINT & REPAIR
02592	AMERICAN BOTTLING COMPANY	206094	04/10/2020	203.60	MERCHANDISE - RESALE
05116	ARAMARK	206172	04/17/2020	361.98	JANITORIAL
05124	ARCHANGEL SERVICES, LLC	206019	04/03/2020	3,100.00	MISC CONTRACT WORK
05450	ARNOLD MOTOR SUPPLY	206173	04/17/2020	214.27	VHCL MTCE SUPPLIES
05700	ATOMIC TERMITE & PEST	206174	04/17/2020	345.50	OPERATING SUPPLIES
05848	AUTOMATIC SYSTEMS CO	206096	04/10/2020	15,551.40	OPERATING SUPPLIES
05860	AUTOZONE INC	206097	04/10/2020	35.08	VHCL MTCE SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	206098	04/10/2020	1,245.40	OFFICE SUPPLIES
07016	BARKER LEMAR ENGINEERING	206175	04/17/2020	6,209.08	ENGINEERING
08877	RICK BICK	206260	04/24/2020	200.00	REFUNDS
09360	BLACK'S TIRE COMPANY LLC	206020	04/03/2020	2,206.69	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	206261	04/24/2020	20,578.40	MEDICARE PREMIUMS
10012	BOOK PAGE	206262	04/24/2020	588.00	LIBRARY MAT-GRUBB ESTATE
11310	BRENTWOOD INDUSTRIES INC	206099	04/10/2020	2,437.74	CAPITAL IMPROVEMENTS
11495	BRIDGE CITY TRUCK REPAIR	206021	04/03/2020	142.23	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	206176	04/17/2020	137,823.06	REFUSE HAULING
11506	BRIDGE VIEW CENTER	206022	04/03/2020	736.42	MISCELLANEOUS
12049	CRAIG BROWN	206264	04/24/2020	180.00	SUSTENANCE SUPPLIES
12500	BUB'S TREE CARE	206178	04/17/2020	7,700.00	TREE TRIMMING
12621	RICHARD BULLOCK	206101	04/10/2020	50.00	RENTAL PERMITS-UNITS
13589	CDW GOVERNMENT	206179	04/17/2020	760.46	TECHNOLOGY SERVICES
13607	CFI TIRE SERVICE	206102	04/10/2020	1,579.62	VHCL MTCE SUPPLIES
14315	CAPITAL CITY BOILER &	206180	04/17/2020	660.60	OPERATING SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	206103	04/10/2020	2,800.86	STREET MAINT SUPPLIES
16249	DIANA CELANIA	206266	04/24/2020	100.00	REFUNDS
16300	CENTRAL IOWA FASTENERS	206104	04/10/2020	209.48	OPERATING SUPPLIES
16402	CENTURYLINK	206028	04/03/2020	4,159.96	TELEPHONE/IT
16403	CENTURYLINK	206184	04/17/2020	193.35	TELEPHONE/IT
17620	CINTAS CORPORATION	206185	04/17/2020	56.93	SUSTENANCE SUPPLIES
17681	CIT	206267	04/24/2020	281.95	PHOTOCOPIES
17825	CITY OF OTTUMWA, CEMETERY	206268	04/24/2020	118.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	206029	04/03/2020	141.73	VHCL MTCE SUPPLIES
18980	COLLECTION SERVICES	206186	04/17/2020	4,293.14	CHILD SUPPORT PAYABLE
19777	COMMUNITY 1ST CREDIT UNIO	206307	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777A	COMMUNITY 1ST CREDIT UNIO	206308	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777B	COMMUNITY 1ST CREDIT UNIO	206309	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777C	COMMUNITY 1ST CREDIT UNIO	206310	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777D	COMMUNITY 1ST CREDIT UNIO	206311	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777E	COMMUNITY 1ST CREDIT UNIO	206312	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777F	COMMUNITY FIRST CREDIT UN	206313	04/24/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
20329	RICHARD OR KRIS CONLEY	206106	04/10/2020	380.00	JANITORIAL
20332	CONFLUENCE, INC	206269	04/24/2020	4,728.85	CONTRACTUAL SERVICES
21244	DIANA CORONA	206270	04/24/2020	200.00	REFUNDS
21404	COUNTY MATERIALS CORP.	206187	04/17/2020	1,380.00	SEWER/DRAINAGE SUPPLIES
21825	CREDIT UNION	206031	04/03/2020	38,440.72	CREDIT UNION PAYABLE
22457	DC CONCRETE & CONST. LLC	206271	04/24/2020	109,245.94	CONTRACTUAL SERVICES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
22608	DANI'S AUTO SUPPLY LLC	206033	04/03/2020	3,270.45	GROUNDS MAINT & REPAIR
24325	DEMCO, INC	206034	04/03/2020	177.88	OPERATING SUPPLIES
24328	CAMERON DEPENNING	206035	04/03/2020	7.04	JANITORIAL
25361	DOUDS STONE LLC	206189	04/17/2020	8,221.98	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	206190	04/17/2020	4,816.46	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	206107	04/10/2020	53.07	VHCL MTCE SUPPLIES
26041	EAGLE ENGRAVING, INC	206108	04/10/2020	560.45	SUSTENANCE SUPPLIES
26640	ECOSYSTEMS INC	206191	04/17/2020	13,043.25	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	206192	04/17/2020	11,415.16	OPERATING SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	206037	04/03/2020	7,736.49	VHCL-FUEL
27274	ELLIOTT EQUIPMENT CO.	206193	04/17/2020	665.97	VHCL MTCE SUPPLIES
27280	ELLIOTT OIL COMPANY	206194	04/17/2020	2,947.39	VHCL-FUEL
27787	ENVIRONMENTAL RESOURCES	206038	04/03/2020	2,816.43	LAB SUPPLIES
27789	ENVIRONMENTAL EDGE	206111	04/10/2020	325.00	MISCELLANEOUS
28208A	EUROFINS TESTAMERICA	206039	04/03/2020	1,235.32	LAB SUPPLIES
29300	FASTENAL COMPANY	206195	04/17/2020	481.19	STREET MAINT SUPPLIES
30045	FINANCIAL PARTNERS INC.	206041	04/03/2020	225.00	MISCELLANEOUS
30119	FIRESTONE COMPLETE AUTO C	206274	04/24/2020	706.44	VHCL MTCE SUPPLIES
30148	FIREMANS ASSC	206314	04/24/2020	1,801.20	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	206196	04/17/2020	200.13	LAB SUPPLIES
31092	ROGER FRANKLIN	206197	04/17/2020	342.00	CAMPING FEES
31366	FRIENDS OF THE GRIMES	206042	04/03/2020	225.00	CONTRACTUAL SERVICES
31459	GRP & ASSOCIATES	206043	04/03/2020	187.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	206113	04/10/2020	164.97	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	206275	04/24/2020	8,113.26	OTHER PROF SERV
33210	GRAFIX SHOPPE	206198	04/17/2020	711.79	VHCL MTCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	206114	04/10/2020	1,795.18	OPERATING SUPPLIES
34900	HAMILTON PRODUCE COMPANY	206115	04/10/2020	836.74	PROPANE GAS
35430	HARRISON MORELAND WEBBER	206199	04/17/2020	682.50	LEGAL FEES
36302	HEARTLAND HUMANE SOCIETY	206044	04/03/2020	5,785.00	DOG LICENSES
36500	HEIMAN FIRE EQUIPMENT	206116	04/10/2020	73.86	TOOLS & SMALL EQUIP
37284	CARLOS HERNANDEZ	206276	04/24/2020	100.00	REFUNDS
37476	HILL PRODUCTIONS & MEDIA	206117	04/10/2020	74.00	ADVERT/LEGAL PUBL
39174	HUPP TOYOTALIFT	206118	04/10/2020	176.33	VHCL MTCE SUPPLIES
39438	HY-VEE ACCOUNTS RECEIVABL	206200	04/17/2020	105.94	POLICE W/C 411 CLAIMS
41480	ICMA RETIREMENT TRUST 457	206201	04/17/2020	3,987.52	ICMA DEF COMP PAYABLE
41509	IMWCA	206278	04/24/2020	500.00	IMWCA 411 TPA FEES
41600	IDEAL READY MIX	206202	04/17/2020	2,803.50	OTHER CAPITAL EQUIP
41925	INDUSTRIAL MEDICINE	206203	04/17/2020	552.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	206046	04/03/2020	2,384.33	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	206204	04/17/2020	384.99	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	206047	04/03/2020	124.95	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	206048	04/03/2020	237.77	OPERATING SUPPLIES
43290	IAMU	206119	04/10/2020	990.00	MISCELLANEOUS
43460	IOWA COMM ASSURANCE POOL	206049	04/03/2020	4,713.48	INSURANCE CLAIMS
43465	IOWA COMMUNITIES ASSURANC	206050	04/03/2020	11,628.03	GEN LIABIL INSURANCE
43506	IOWA DEPT TRANSPORTATION	206120	04/10/2020	488.00	STREET MAINT SUPPLIES
43518	IA DEPT INSPEC & APPEALS	206121	04/10/2020	150.00	PERMITS
43880A	IA LAW ENFORCEMENT ACADEM	206122	04/10/2020	100.00	TRAINING
43999	IOWA ONE CALL	206279	04/24/2020	222.30	TELEPHONE/IT
44037	IOWA PRISON INDUSTRIES	206280	04/24/2020	1,462.30	STREET MAINT SUPPLIES
45057	J & J MOWING	206206	04/17/2020	532.00	CONTRACTUAL SERVICES
45974	JOHN DEERE FINANCIAL	206281	04/24/2020	342.31	OPERATING SUPPLIES
46330	DEBORAH KAY JOLLEY	206052	04/03/2020	480.00	OPERATING SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
48003	BILL KEITH	206053	04/03/2020	42.99	MISCELLANEOUS
48017	KELTEK INCORPORATED	206123	04/10/2020	285.00	VHCL MTCE SUPPLIES
49046	MARY KIRK	206124	04/10/2020	17.12	OPERATING SUPPLIES
50559	APRIL LANCASTER	206054	04/03/2020	200.00	REFUNDS
51969	LIBERTY TIRE SERVICES LLC	206126	04/10/2020	2,296.33	TIRE DISPOSAL
52254	LISCO	206207	04/17/2020	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	206208	04/17/2020	294.99	OPERATING SUPPLIES
53090	LOU'S GLOVES INC.	206209	04/17/2020	118.00	JANITORIAL
54162	MAHASKA BOTTLING	206055	04/03/2020	294.50	MERCHANDISE - RESALE
54396	MANATTS INC.	206210	04/17/2020	28,798.59	INFRASTRUCTURE
55311	MASSMUTUAL RETIREMENT SER	206212	04/17/2020	500.00	HARTFORD DEF COMP PAYABLE
55507	TOM MCANDREW	206057	04/03/2020	20.45	MISCELLANEOUS
56642	MCGOWEN, HURST, CLARK &	206058	04/03/2020	3,000.00	OTHER PROF SERV
56656	MCKEE CONSTRUCTION AND	206213	04/17/2020	16,600.00	CONTRACTUAL SERVICES
56665	MCKIM TRACTOR SERVICE LLC	206214	04/17/2020	180.37	VHCL MTCE SUPPLIES
57195	MCMaster-CARR	206215	04/17/2020	43.17	OPERATING SUPPLIES
57385	MENARDS	206130	04/10/2020	3,762.92	OPERATING SUPPLIES
57387	MED-TECH RESOURCE LLC	206131	04/10/2020	75.23	TOOLS & SMALL EQUIP
57518	SYMETRA LIFE INSURANCE CO	206282	04/24/2020	4,411.79	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	206133	04/10/2020	2,451.96	NATURAL GAS
59382	MIDWEST TAPE	206059	04/03/2020	135.43	LIBRARY MAT.-JAMES ESTATE
61785	MOTION INDUSTRIES	206283	04/24/2020	1,354.40	SUSTENANCE SUPPLIES
62551	MUNDELL & ASSOCIATES	206218	04/17/2020	919.00	OPERATING SUPPLIES
62575	MUNICIPAL FIRE & POLICE	206134	04/10/2020	126,153.62	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	206284	04/24/2020	53.07	VHCL MTCE SUPPLIES
62824	DAVE MURRAY	206219	04/17/2020	90.00	REFUNDS
64400	NATIONWIDE RETIREMENT SOL	206220	04/17/2020	3,290.00	NRS-NATION RETIRE SOL
65052	NEWPORT CORPORATION	206221	04/17/2020	1,013.00	LAB SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	206061	04/03/2020	389.90	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	206222	04/17/2020	2,317.25	STREET MAINT SUPPLIES
66077	NORTHERN SAFETY COMPANY	206285	04/24/2020	266.84	OPERATING SUPPLIES
66730	OHARA HARDWARE	206062	04/03/2020	45.03	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	206063	04/03/2020	977.56	OPERATING SUPPLIES
67101	OTC BRANDS INC	206064	04/03/2020	134.75	PROGRAM SUPPLIES
67106	OPG-3, INC.	206065	04/03/2020	2,380.00	OFFICE/COMP. EQUIP MAINT.
67752	OTTUMWA CHIROPRACTIC CLIN	206137	04/10/2020	170.00	EMPLOYEE PHYSICALS/TESTS
68000	OTTUMWA COURIER	206223	04/17/2020	1,047.93	ADVERT/LEGAL PUBL
68192	OTTUMWA FIBER LLC	206066	04/03/2020	150.00	TECHNOLOGY SERVICES
68556	OTTUMWA NAPA	206068	04/03/2020	1,717.51	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	206140	04/10/2020	1,404.00	OFFICE SUPPLIES
68640	OTTUMWA SEAT & TOP	206287	04/24/2020	100.00	VHCL MTCE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	206225	04/17/2020	11,080.88	BILLING FEES-WW
69683	LISA PARIS	206226	04/17/2020	35.00	REFUNDS
69688	DIXIE L PARKER	206070	04/03/2020	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	206290	04/24/2020	6,552.02	TRAVEL & CONFERENCE
72035	PIPESTONE VET CLINIC OF	206142	04/10/2020	29.00	OTHER PROF SERV
72238	PURCHASE POWER	206291	04/24/2020	2,500.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	206071	04/03/2020	212.44	STREET MAINT SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	206144	04/10/2020	47.36	OPERATING SUPPLIES
72986	PORTZEN CONSTRUCTION INC	206229	04/17/2020	67,549.33	CONTRACTUAL SERVICES
73290	POWERPLAN	206230	04/17/2020	641.25	VHCL MTCE SUPPLIES
73420	PRAIRIE AG SUPPLY INC	206231	04/17/2020	4,493.34	OTHER CAPITAL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	206072	04/03/2020	287.60	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	206145	04/10/2020	99.99	TECHNOLOGY SERVICES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
73971	PROFESSIONAL JANITORIAL	206146	04/10/2020	2,000.00	JANITORIAL
74740	RJ PERFORMANCE INC	206073	04/03/2020	225.96	VHCL MTCE SUPPLIES
74799	R & R INDUSTRIES, INC.	206148	04/10/2020	144.45	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	206232	04/17/2020	12,779.73	AUTOMOTIVE EQUIPMENT
76053	REED OVERHEAD DOOR	206074	04/03/2020	907.48	OPERATING SUPPLIES
76321A	RELIANT FIRE APPARATUS, IN	206075	04/03/2020	336.45	VHCL MTCE SUPPLIES
76989	RICHWELL CARPET CENTER	206233	04/17/2020	1,234.92	OPERATING SUPPLIES
77196	RIVER HILLS COMMUNITY	206293	04/24/2020	483.50	EMPLOYEE PHYSICALS/TESTS
77800	ROSENMANS INC	206294	04/24/2020	32.80	OPERATING SUPPLIES
77807	ROSS POWERSPORTS	206151	04/10/2020	220.83	VHCL MTCE SUPPLIES
77975	ROTO-ROOTER	206234	04/17/2020	326.00	SANITATION
78279	S & L ALL SEASON	206295	04/24/2020	461.64	TOOLS & SMALL EQUIP
79358	SCHUMACHER ELEVATOR CO	206152	04/10/2020	266.12	BUILDING MAINTENANCE REPA
81377	SHOLES AND GIRE, LLC	206235	04/17/2020	150.00	RENTAL PERMITS-UNITS
81449A	SHOTTEKIRK	206153	04/10/2020	908.59	VHCL MTCE SUPPLIES
81507	SHRED-IT USA	206076	04/03/2020	89.51	CONTRACTUAL SERVICES
82963	SMITH MILLS SCHROCK	206237	04/17/2020	759.00	LEGAL FEES
83100A	SNAP-ON-TOOLS	206155	04/10/2020	429.95	TOOLS & SMALL EQUIP
83146	SNYDER CONSTRUCTION	206296	04/24/2020	4,005.00	OTHER CAPITAL EQUIP
83160	SOLENIS	206156	04/10/2020	4,007.50	OPERATING SUPPLIES
83206	SOL INC.	206238	04/17/2020	495.00	OPERATING SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	206157	04/10/2020	82.28	ELECTRIC
84100	SPILMAN AUTO PARTS INC	206239	04/17/2020	35.00	VHCL MTCE SUPPLIES
84947	STANARD & ASSOC INC	206077	04/03/2020	57.00	OTHER PROF SERV
85262	STATE HYGIENIC LABORATORY	206158	04/10/2020	40.50	CONTRACTUAL SERVICES
86970	SUPREME STAFFING INC	206240	04/17/2020	9,791.29	CONTRACT EMPLOYEES
87610	T & K ROOFING CO.	206298	04/24/2020	15,711.00	BUILDINGS
88000	TEAMSTER LOCAL UNION 238	206315	04/24/2020	3,265.56	PUBLIC WKS UNION DUE PAYA
88431A	THERMO KING SALES & SERVI	206241	04/17/2020	908.65	VHCL MTCE SUPPLIES
88697	THUMBS UP GIFTS & AWARDS	206160	04/10/2020	482.50	CAPITAL IMPROVEMENTS
88858	TIFCO INDUSTRIES	206242	04/17/2020	1,474.00	OPERATING SUPPLIES
89206	TRAFFIC & TRANSPORTATION	206299	04/24/2020	164.94	STREET MAINT SUPPLIES
89321	TRASH STICKERS, INC.	206243	04/17/2020	769.00	TRASH TAGS & STICKERS
89462A	TREASURER STATE OF IOWA	206162	04/10/2020	1,571.00	SALES TAX PAYABLE
89855	TRUITT ABSTRACT COMPANY	206300	04/24/2020	375.00	CONTRACTUAL SERVICES
90846	UPS	206301	04/24/2020	278.72	VHCL MTCE SUPPLIES
90885	UNITYPOINT CLINIC	206245	04/17/2020	252.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	206246	04/17/2020	421.12	OPERATING SUPPLIES
92000	UTILITY EQUIPMENT COMPANY	206302	04/24/2020	3,336.67	SEWER/DRAINAGE SUPPLIES
92555	THE VAN METER COMPANY	206248	04/17/2020	2,027.62	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	206165	04/10/2020	131.93	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	206166	04/10/2020	63,888.67	CONTRACTUAL SERVICES
94000	WALMART COMMUNITY/SYNCE	206303	04/24/2020	972.68	TOOLS & SMALL EQUIP
94235	WAPELLO CO CLERK OF COURT	206081	04/03/2020	90.00	RECORDING & COURT FEES
94235B	WAPELLO CO CLERK OF COURT	206082	04/03/2020	235.00	RECORDING & COURT FEES
94235C	WAPELLO CO CLERK OF COURT	206083	04/03/2020	60.00	COURT FINES
94490	WAPELLO COUNTY TREASURER	206084	04/03/2020	70.00	PAYMENT TO AGENCIES
94704	WAPELLO COUNTY RECORDER	206167	04/10/2020	22.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	206250	04/17/2020	8,089.33	NATURAL GAS
94725	WAPELLO COUNTY SHERIFF	206085	04/03/2020	149.97	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	206316	04/24/2020	30.00	UNITED WAY DED PAYABLE
95121	WAPELLO FAMILY TREATMENT	206168	04/10/2020	35.00	REFUNDS
95304	WATER ENVIRONMENT FEDERAT	206251	04/17/2020	95.00	BOOKS FILMS RECORDING/ART
95315	WATEROUS COMPANY	206086	04/03/2020	775.03	VHCL MTCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason	
95368	WAYNE'S TIRE	206252	04/17/2020	30.00	VHCL MTCE SUPPLIES	
95611	WELLMARK BC & BS OF IOWA	206254	04/17/2020	294,851.32	GROUP HEALTH CLAIMS	
97305	WINDSTREAM	206088	04/03/2020	569.53	TELEPHONE/IT	
97320	WINGER COMPANIES	206255	04/17/2020	1,750.00	BLDG MAINT & REPAIR	
97334	WINN CORP	206305	04/24/2020	13,135.20	STREET MAINT SUPPLIES	
97577	WOODRIVER ENERGY LLC	206257	04/17/2020	5,314.33	NATURAL GAS	
TOTAL NUMBER OF CHECKS		429	WRITTEN TO	222	VENDORS FOR	8,354,134.58

US Treasury	119,349.08	Fed/FICA W/H
US Treasury	42,243.23	P/R TAX
Treasurer St. of IA	41,104.00	St W/H.
IPERS	32,337.75	W/H
IPERS	48,532.30	City Share
Iowa Workforce	<u>493.12</u>	Unemployment.
	<u><u>8,638,194.06</u></u>	Total

2020 MAY 19 AM 11:36
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 19, 2020

Police
Department

Jan M. Conner
Prepared By
Jan M. Conner
Department Head

Ray Pitt
City Administrator Approval

AGENDA TITLE: Consider accepting the 2020 Coronavirus Emergency Supplemental Funding Grant from the Bureau of Justice Assistance in the amount of \$41,882.00.

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: To approve the submission of the grant over the Internet and authorize the Mayor, City Attorney, and Chief of Police to sign any related documents as may be required.

DISCUSSION:

The 2020 Coronavirus Emergency Supplemental Funding Grant does not require a local match. The Federal requirements state the funds can only be used to prevent, prepare for, and respond to the coronavirus.

Staff recommends approving the submission of the grant over the Internet and authorizing the Mayor, City Attorney, and Chief of Police to sign any related documents as may be required.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name	Organizational Unit	
City of Ottumwa	Ottumwa Police Department	
Address 105 East Third Street Ottumwa, Iowa 52501-2505	Name and telephone number of the person to be contacted on matters involving this application Hucks, Mickey (641) 683-0633	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 42-6005094	7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.034 CFDA Coronavirus Emergency Supplemental Funding TITLE: Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT BJA FY 20 Coronavirus Emergency Supplemental Funding Program	
12. AREAS AFFECTED BY PROJECT Within the city limits of Ottumwa.		
13. PROPOSED PROJECT Start Date: January 20, 2020 End Date: January 19, 2022	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project IA02	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review	
Federal	\$41,882	
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	

Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$41,882	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

Ottumwa Police Department
Ottumwa, Iowa
2020 BJA Coronavirus Emergency Supplemental
Funding Program
GMS Application Number: 2020-H2294-IA-VD

Program Narrative – Attachment

The Ottumwa Police Department’s strategy for the FY20 Coronavirus Emergency Supplemental funds is to identify and prioritize needed equipment and supplies; identify and select vendors; and then purchase the equipment and supplies.

The CDC recommends implementation of intensified cleaning and disinfecting procedures. Vehicle cleaning several times per day, cleaning and disinfecting surfaces and objects that are frequently touched. Such surfaces may include objects/surfaces not ordinarily cleaned daily (eg. doorknobs, light switches, sink handles, countertops, toilets, toilet flush handles, and telephones).

Supplies:

30 cases Disposable Gloves (\$2,230.00): are waterproof, greaseproof, and highly chemical resistant. They have a high puncture resistance and dexterous strength. Medical gloves are examples of personal protective equipment that are used to protect the wearer and/or the patient from the spread of infection or illness during medical procedures and examinations. Medical gloves are one part of an infection-control strategy. They will be used by personnel to prevent contact with coronavirus.

800 N95 Respirator Disposable Masks (\$4,000.00): N95 respirators and surgical masks (face masks) are examples of personal protective equipment that are used to protect the wearer from airborne particles and from liquid contaminating the face. Centers for Disease Control and Prevention (CDC) National Institute for Occupational Safety and Health (NIOSH) and Occupational Safety and Health Administration (OSHA) also regulate N95 respirators.

An N95 respirator is a respiratory protective device designed to achieve a very close facial fit and very efficient filtration of airborne particles. Note that the edges of the respirator are designed to form a seal around the nose and mouth. Surgical N95 Respirators are commonly used in healthcare settings and are a subset of N95 Filtering Face piece Respirators (FFRs), often referred to as N95s. They will be used by personnel to prevent contact with coronavirus.

800 Disposable Face Masks (\$4,000.00): are used to protect the wearer from airborne particles. They will be used by personnel to prevent contact with coronavirus.

20 cases Disinfecting Cleaners (\$3,639): are one-step cleaners and disinfectants for use where infection control is of prime importance. They will be used on surfaces that might have been contaminated by coronavirus.

15 cases Extended Use Disposable Cloths (\$930.00): are durable cleaning cloths that will be used with the cleaners and disinfectants to clean surfaces that might have been contaminated with coronavirus.

15 Hand Sanitizer Dispensers (\$330.00): will be placed in high-traffic areas for the dispensing of hand sanitizer to prevent personnel from getting coronavirus.

25 cases Hand Sanitizer (\$2,025.00): will be used by personnel after possible contact with individuals and/or items exposed to coronavirus.

3 cases Liquid Soap Dispensers (\$117.00): will be placed by every sink to allow personnel to wash their hands after possible contact with individuals and/or items exposed to coronavirus.

10 cases Liquid Hand Soap (\$560.00): will be used by personnel to wash their hands after possible contact with individuals and/or items exposed to coronavirus.

20 cases Paper Hand Towels (\$790.00): for use in dispensers located by sinks. Disposable paper towels used for hand washing lessen the risk of exposure.

20 cases Disinfecting Disposable Wipes (\$1,220.00): will be used by personnel to clean items and surfaces that might have been contaminated by coronavirus.

30 Disposable Protective Suits (\$390.00): personal protective suits are necessary in environments presented to first responders where cross contamination risk is greater than utilizing standard Police gear. The suits allow access to those scenes that are contaminated by pathogens such as COVID-19, etc...but are crime scenes that need to be investigated. The suits are disposable one time use equipment that mitigates the wearer from coming into direct contact with infectious items present.

6 cases Clorox Total 360 Disinfectant Cleaning Solution (\$570.00) to use in the Clorox Total 360 Disinfectant Cleaner to clean hard-to-reach places that might have been contaminated by coronavirus.

6 cases Clorox Hard Surface Sanitizing Spray (\$570.00) to use in the Clorox Total 360 Disinfectant Cleaner to spray on hard-to-reach places that might have been contaminated by coronavirus.

2 cases Actril Cold Sterilant Ready-to-Use Solution (\$426.00): This solution will be used in the AMBUstat System for decontaminating surfaces to prevent personnel from getting coronavirus.

2 cases Actril Test Strips-Chemical Indicators (\$86.00): The strips will be used to ensure adequate distribution of atomized sterilant for optimal efficacy when using the AMBUstat System.

Personnel Protective Equipment (PPE):

All personal protective equipment (PPE) that is intended for use as a medical device must follow the FDA's regulations and meet specific performance standards for protection. Other government agencies, including those listed below provide guidelines for use of PPE:

The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) assures the safe and healthful working conditions for working men and women by setting and enforcing standards and providing training, outreach, education, and assistance. OSHA requires employers to provide appropriate PPE for workers who could be exposed to blood or other infectious materials (such as blood-borne pathogens). OSHA may also require employers to provide PPE to protect against other hazards at work. Although OSHA requires the use of specific equipment, it does not regulate the marketing of these devices nor grant claims of disease prevention.

When there is occupational exposure, the employer shall provide, at no cost to the employee, appropriate personal protective equipment such as, but not limited to, gloves, gowns, laboratory coats, face shields or masks and eye protection, and mouthpieces, resuscitation bags, pocket masks, or other ventilation devices. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

Personal protective equipment (PPE) has become an important subject during the current coronavirus (COVID-19) epidemic. COVID-19 is predominantly caused by contact or droplet transmission through respiratory particles which travel only approximately up to three feet from the sick/infected person. The particles may travel much longer distances and remain airborne longer, and their infective potential is uncertain. Personal protective equipment is an important component, but only one part, or a system protecting employees from COVID-19 cross-infection. Appropriate use significantly reduces risk of viral transmission.

Recommendations from the Iowa Department of Public Health for law are broadly consistent, but equipment availability is not. Different styles of PPE may be necessary to perform the varied operational duties in the Police Department. These (PPE) must provide protection that is at least as great as that provided by the minimum amount of PPE recommended by the Centers for Disease Control (CDC) for exposure to COVID-19.

The CDC recommendations include the following: gloves, NIOSH approved particulate respirators (N-95), facemasks if supply of N-95 respirators are unavailable, and eye protection in the form of goggles or disposable face shields. When PPE is used appropriately and in accordance with CDC recommendations departments will go through a large amount of PPE on a daily basis.

PPE shortages and unplanned/non-budgeted expenses for PPE are currently posing a tremendous challenge to the Ottumwa Police department and City of Ottumwa because of the COVID-19 epidemic. The Officers and civilian staff come into contact with the public on a daily basis. Mitigating the risk through proper PPE and cleaning equipment are essential to maintain a healthy staff.

Consistent application of prevention, and management measures can help reduce the heightened risk of transmission and spread of disease from COVID-19. There are many opportunities for COVID-19 to be introduced into the City's facilities and vehicles. The public access is limited however as government continues to work access will increase. The general public are not mandated to wear PPE to mitigate the risk to staff.

In addition, according to the CDC those not showing symptoms, but are infected will not be evident to staff. Precautions have to be in place such as barriers, social distancing efforts, proper PPE and cleaning supplies. Cleaning efforts will persist daily and between visits by the public in those areas that can be cross contaminated.

Vehicles such as used by the Police where citizens may find themselves in custody will require a level of disinfecting that ensures both staff and those in custody are properly protected from exposure. Persons that come into contact with the Police often come from a variety of locations and do not adhere to public policy or directions provided by the Governor increasing the potential to introduce COVID-19.

Additionally, working from home and practicing social distancing are limited for staffing roles due to the inherent need to ensure the safety and security during normal activities. Upon consideration of these challenges, the CDC recommends implementation of intensified cleaning and disinfecting procedures. For example: cleaning several times per day, cleaning and disinfecting surfaces and objects that are frequently touched. Such surfaces may include objects/surfaces not ordinarily cleaned daily (e.g. doorknobs, light switches, sink handles, countertops, toilets, toilet flush handles, kiosks, and telephones). Staff cleaning of shared work equipment several times per day and on a conclusion of use basis (e.g. Vehicles, computers, phones, shared workspaces, etc...).

It should be noted that assorted health and sanitation supplies will likely include cleaning solutions, disinfectants, sanitizer, and other assorted like items. The monies awarded by the Coronavirus Emergency Supplemental Funding program, will assist the Ottumwa Police department and the City of Ottumwa in creating a safe working environment and access to the public recommended to mitigate infection risk for first responders and city staff.

Equipment:

2 Clorox Total 360 Disinfectant System (\$8,400.00): In order to support CDC recommendations and establish aggressive disease prevention measures, the Ottumwa Police department and City of Ottumwa proposes purchasing two (2) Clorox 360 electrostatic cleaners and the cleaning solution which are able to cover and clean surfaces with an electrostatic force that traditional disinfectant

sprays cannot clean. In comparison to traditional disinfection products, the Clorox 360 system is four times (4x) faster, requires 65% less solution, and can cover 18,000 square feet per hour (Clorox 360). Electrostatic technology enables superior coverage of trusted Clorox solutions in hard-to-reach places — including the side, underside and backside of surfaces. The purchase and aggressive use of the Clorox 360 electrostatic cleaners both during the pandemic outbreak of COVID-19, subsequent outbreak waves.

1 AMBUstat Starter System Set (\$2,800.00): The department also proposes to purchase one AMBUstat system. AMBUstat is the first affordable and easy to use bio-decontamination program, designed specifically for first responders utilizing an atomized cold sterilant to decontaminate surfaces that ultraviolet light or common cleaning techniques cannot reach effectively. The AMBUstat program makes it easy and cost effective to achieve up to a 6-log reduction in surface-borne pathogens across a multitude of spaces that were previously considered inconceivable. This system will assist in cleaning any space associated with the routine encounter of dangerous conditions and the general public in a capacity of providing protection of the community and the enforcement of its laws. The use of proper cleaning equipment are essential to provide the deep cleaning process of a small space like those associated with Police vehicles are only out of service for approximately 5 to 40 minutes. This is vital to minimizing downtime, while protecting your assets through the investment in good risk management practices. In addition, Police vehicles and public spaces present a unique cleaning environment. The use of equipment that reach all areas needed to keep staff and the general public safe from exposure are essential. The use of equipment that has the ability to disinfect hard to reach surfaces, portability, quick and effective is needed in the Ottumwa Police department and the City of Ottumwa.

1 AMBUstat Turntable (\$527.00): The turntables will be used with the AMBUstat System to enable improved distribution of atomized sterilant for large spaces to prevent personnel from getting coronavirus.

1 AMBUstat Fogger Tank Insert (\$23.00): The inserts will improve efficiencies and dosing when using the AMBUstat System to decontaminate surfaces to prevent personnel from getting coronavirus.

3 Multi-Purpose Half Masks and filters (\$699.00): to protect wearer from airborne particles. This will prevent personnel from the coronavirus.

2 AVON EZAir Respiratory Protective Equipment and Airflow System (\$2,600.00): CBRN breath assist powered system allows for Officers to enter contaminated crime scenes during investigations of deceased individuals as well as other contaminated scenes. This system allows for a continuous fresh airflow to relieve the burden of heavy breathing enabling responders to easily communicate and reduce fatigue. The system uses the CBRN filter designed to meet the NIOSH CBRN APR standard. This system 70% less in operational costs than other traditional airflow systems resulting in lower operational costs.

The AVON system works in conjunction with the FM53 multi-role RPE system. The FM53 allows for full face mask to be attached directly to the EZAir system. The FM53 mask comes with an internal microphone which amplifies the user's voice for ease of communication. This will be used to protect personnel from getting coronavirus.

2 AVONFM53 multi-role RPE system (\$2,970.00): works in conjunction the AVON EZAir system Avon Protection's revolutionary FM53 multi-role Respiratory Protective Equipment (RPE) System has been developed specifically for specialist applications where the user needs to respond to ever changing operational conditions.

30 AVON Filters (\$1,980.00): will be used in the Respiratory Protective Equipment to protect the wearer from airborne particles. This will aid in protecting personnel from getting coronavirus and are NIOSH compliant.

**Ottumwa Police Department
Ottumwa, Iowa
2020 BJA Coronavirus Emergency Supplemental
Funding Program
GMS Application Number: 2020-H2294-IA-VD**

Proposed Spending Plan - Attachment

Disposable Gloves	30 cases (various sizes)	\$2,230.00
N95 Respirator Disposable Masks	800	\$4,000.00
Face Masks	800	\$4,000.00
Disinfecting Cleaners	20 cases	\$3639.00
Extended Use Disposable Cloths	15 Cases	\$930.00
Hand Sanitizer Dispensers	15	\$330.00
Hand Sanitizer	25 Cases	\$2,025.00
Liquid Soap Dispensers	3 Cases	\$117.00
Liquid Hand Soap	10 Cases	\$560.00
Paper Hand Towels	20 Cases	\$790.00
Disinfecting Disposable Wipes	20 Cases	\$1,220.00
Clorox Total 360 Disinfecting System	2 Systems	\$8,400.00
Clorox Total 360 Disinfectant Cleaning Solution	6 Cases	\$570.00
Clorox Total Hard Surface Sanitizing Spray	6 Cases	\$570.00
AMBUstat Starter System Set	1 System	\$2,800.00
Actril Cold Sterilant Ready-to-use-Solution	2 Cases	\$426.00
Actril Test Strips-Chemical Indicators	2 Boxes	\$86.00

AMBUstat Turntable	1	\$527.00
AMBUstat Fogger Tank Insert	1	\$23.00
Disposable Coveralls	30	\$390.00
Multi-purpose Half Masks and Filters	3	\$699.00
AVON EXAir Filter Airflow System	2 Systems	\$2,600.00
AVON Protection System FM53 RPE System	2 Systems	\$2,970.00
AVON Filters	30	\$1,980.00
<hr/>		<hr/>
Total Expenditures		\$41,882.00

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
 (DOJ Financial Guide, Section 3.10)

A. Personnel								
Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

B. Fringe Benefits						
Name <i>List each grant-supported position receiving fringe benefits.</i>		Computation <i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
AVON Filters	30	\$66.00	\$1,980		\$1,980
AVON Protection FM53 RPE System	2	\$1,485.00	\$2,970		\$2,970
AVON EXAir Filter Airflow System	2	\$1,300.00	\$2,600		\$2,600
Multi-purpose Half Masks with filters	3	\$233.00	\$699		\$699
AMBUstat Fogger Tank Insert	1	\$23.00	\$23		\$23
AMBUstat Turntable	1	\$527.00	\$527		\$527
AMBUstat Starter System Set	1	\$2,800.00	\$2,800		\$2,800
Clorox Total 360 Disinfecting System	2	\$4,200.00	\$8,400		\$8,400
			Total(s)	\$19,999	\$0
Narrative					

Purpose Area #4

AVON filters will be used in the Respiratory Protective Equipment to protect the wearer from airborne particles. AVON FM53 system works in conjunction with the AVON EXAir system. AVON EZAir Filter Airflow System allows the wearer to be protected from airborne particles. Multi-purpose half masks with filters protect the user from airborne particles. AMBUStat Fogger Tank Insert will improve the efficiency and dosing when using the AMBUStat system to decontaminate surfaces to prevent personnel from getting infected. AMBUStat turntable will be used with the AMBUStat system to enable improved distribution of atomized sterilant for larger spaces. AMBUStat starter system set will be used to decontaminate surfaces in buildings and vehicles. Total 360 Disinfecting system use electrostatic technology that enables superior coverage of Clorox solutions in hard-to-reach places that might have been contaminated.

Purpose Area #4

E. Supplies					
Supply Items	Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Disposable Protective suits	30	\$13.00	\$390		\$390
Actril Test Strips-Chemical Indicators	2	\$43.00	\$86		\$86
Actril Cold Sterilant Ready-to-use-solution	2	\$213.00	\$426		\$426
Clorox Total Hard Surface Sanitizing Spray	6	\$95.00	\$570		\$570
Clorox Total 360 Disinfectant Cleaning Solution	6	\$95.00	\$570		\$570
Disinfecting Disposable Wipes	20	\$61.00	\$1,220		\$1,220
Paper Hand Towels	20	\$39.50	\$790		\$790
Liquid Hand Soap	10	\$56.00	\$560		\$560
Liquid Soap Dispensers	3	\$39.00	\$117		\$117
Hand Sanitizer	25	\$81.00	\$2,025		\$2,025
Hand Sanitizer Dispensers	15	\$22.00	\$330		\$330
Extended use disposable cloths	15	\$62.00	\$930		\$930
Disinfecting Cleaners	20	\$181.95	\$3,639		\$3,639
Face masks disposable	800	\$5.00	\$4,000		\$4,000
N95 Respirator Disposable Masks	800	\$5.00	\$4,000		\$4,000
Disposable Gloves	30	\$74.33	\$2,230		\$2,230
			Total(s)	\$21,883	\$0
					\$21,883

Purpose Area #4

Narrative

Disposable Protective suits for personnel to be worn when in contaminated areas or around infected crime scenes. Actril test strips will be used to ensure adequate distribution of atomized sterilant for optimal efficiency when used using the AMBUStat system. Actil Cold Sterilant Ready-to-use solution will be used with the AMBUStat system to decontaminate surfaces. Clorox Total Hard Surface sanitizing spray to be used with the Clorox Total 360 disinfectant cleaner to spray hard-to-reach places. Clorox 360 Disinfectant Cleaning solution is used with the Clorox 360 system on all surfaces. Disinfecting disposable wipes will be used by personnel to clean items and surfaces that may be contaminated. Paper hand towels for use for hand washing at sinks to lessen risk of exposure and assist in cleaning. Liquid hand soap to be used by personnel to wash their hands after possible contact with individuals and/or items exposed to coronavirus. Liquid soap dispensers will be placed by every sink to allow personnel to wash their hands frequently. Extended use disposable cloths are durable cleaning cloths that will be used with the cleaners and disinfectants to clean surfaces. Disinfecting cleaners are a one-step cleaners and disinfectants for use where infection control is of prime importance. Disposable face masks are to be used to protect the wearer from airborne particles. N95 Respirator disposable masks are to be used by the wearer to protect from airborne particles and liquid contaminating the face. They can achieve a very close facial fit and have a very efficient filtration of airborne particles. Disposable gloves are waterproof, greaseproof and highly chemical resistant. They have a high puncture resistance and dexterous strength to protect the user from contamination.

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
				Total(s)	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)					
Description	Purpose	Consultant?			
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
			Total(s)	\$0	\$0

Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>			
			Cost	Duration or Distance	# of Staff	Total Cost
						\$0
			Total			\$0

Narrative

H. Procurement Contracts

Purpose Area #4

Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	Purpose <i>Describe the purpose of the contract</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
			Total(s)	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total			\$0	\$0	\$0
Narrative								

Purpose Area #4

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **City of Ottumwa**
 Street1: **105 East Third Street**
 Street2:
 City: **Ottumwa**
 State: **IOWA**
 Zip Code: **52501**

2. Authorized Representative's Name and Title:

Prefix: **Mr** First Name: **Tom** Middle Name:
 Last Name: **McAndrew** Suffix:
 Title: **Chief of Police**

3. Phone: **(641) 683-0636** 4. Fax: **6416834584**

5. Email: **mcandrewt@ci.ottumwa.ia.us**

6. Year Established: 1851	7. Employer Identification Number (EIN): 426005094	8. DUNS Number: 73490542
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	<input type="checkbox"/> Yes <input type="checkbox"/> No
For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.	
10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply): <input checked="" type="checkbox"/> "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200 <input type="checkbox"/> Financial Statement Audit <input type="checkbox"/> Defense Contract Agency Audit (DCAA) <input type="checkbox"/> Other Audit & Agency (list type of audit): [Redacted] <input type="checkbox"/> None (if none, skip to question 13)	
11. Most Recent Audit Report Issued: <input checked="" type="checkbox"/> Within the last 12 months <input type="checkbox"/> Within the last 2 years <input type="checkbox"/> Over 2 years ago <input type="checkbox"/> N/A	
Name of Audit Agency/Firm: Anderson Larkin & Co.	
AUDITOR'S OPINION	
12. On the most recent audit, what was the auditor's opinion? <input checked="" type="checkbox"/> Unqualified Opinion <input type="checkbox"/> Qualified Opinion <input type="checkbox"/> Disclaimer, Going Concern or Adverse Opinions <input type="checkbox"/> N/A: No audits as described above	
Enter the number of findings (if none, enter "0"): 0	
Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0	
Were material weaknesses noted in the report or opinion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Which of the following best describes the applicant entity's accounting system: <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Automated <input type="checkbox"/> Combination of manual and automated	
14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure



<p>17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
<p>20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
TRAVEL POLICY	
<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
SUBRECIPIENT MANAGEMENT AND MONITORING	
<p>25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p><input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>



<p>26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>
<p>27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

<p>28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>If "Yes", provide the following:</p>	
<p>(a) Name(s) of the federal awarding agency:</p>	<p>[Redacted]</p>
<p>(b) Date(s) the agency notified the applicant entity of the "high risk" designation:</p>	<p>[Redacted]</p>
<p>(c) Contact information for the "high risk" point of contact at the federal agency:</p>	
<p>Name:</p>	<p>[Redacted]</p>
<p>Phone:</p>	<p>[Redacted]</p>
<p>Email:</p>	<p>[Redacted]</p>
<p>(d) Reason for "high risk" status, as set out by the federal agency:</p>	<p>[Redacted]</p>

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

<p>Name: Kala Mulder</p>	<p>Date: 2020-05-04</p>
<p>Title: <input type="checkbox"/> Executive Director <input type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Chairman <input checked="" type="checkbox"/> Other: Director of Finance</p>	
<p>Phone: (641) 683-0622</p>	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Ottumwa 105 E. Third Street Ottumwa, IA 52501 Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ 41,882.00	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Tom McAndrew</u> Print Name: <u>Tom McAndrew</u> Title: <u>Chief of Police</u> Telephone No.: <u>(641) 683-0636</u> Date: <u>5/4/2020</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window



OMB APPROVAL
NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection

with such awards, are subject to review by the Department, including by its Office of the Inspector General.

CITY OF OTTUMWA

2020 MAY 13 PM 2:46
STAFF SUMMARY

Council Meeting of: May 19, 2020

ITEM NO. _____

Joni L. Keith

Prepared By

Philip Rath

Department Head

Administration

Department

AGENDA TITLE: Pass and Adopt Resolution #92-2020 approving the City's Wellness Program – Healthy Choices\$ Services Agreement to be provided by the Ottumwa Regional Health Center effective upon approval.

PURPOSE: Basic Wellness Program to help catch potentially serious illnesses and help employees make life style changes that could ultimately reduce future health claims.

RECOMMENDATION: Pass and adopt Resolution #92-2020 affirming a one-year extension to the original one-year Agreement with the Ottumwa Regional Health Center, Inc.

DISCUSSION: The Employee Health Fund will pay the cost of the program for full-time employees and their spouses. Regular part-time employees will be allowed to participate as long as their respective departments are willing to absorb the cost. The cost is the same as 2016 per person. The Agreement is the same at the prior year with the exception that an additional blood test will be offered at the cost of the employee.

The estimated cost to the city is as follows:

Employees	80 @ \$70.00 =	\$ 5,600.00
Spouses	40 @ \$70.00 =	\$ 2,800.00
Flu Shots	150 @ \$25.00 =	\$ 3,750.00
Total		= \$12,150.00

We have included \$15,000 in the current budget for the Wellness Program expenses.

The plan again for this year is as follows:

1. Employee/Spouse will complete a Health Risk Assessment prior to Wellness Lab Screen.
2. An individual Employee/spouse assessment and lab results will be reviewed with the nurse. Goals for the next year will be established if applicable.
3. After the assessments are completed, the Corporate Summary will be analyzed and returned with recommendations. All individual data is confidential.
4. Participation in 2019 – 67 total participants. Attached please find a copy of the Extension to said Agreement.

**EXTENSION AMENDMENT TO
HEALTHY CHOICES SERVICES AGREEMENT**

THIS AMENDMENT TO THE HEALTHY CHOICES SERVICES AGREEMENT (the "Amendment") is made and entered in this 19th day of May, 2020, by and **RCHP-Ottumwa, LLC** d/b/a **Ottumwa Regional Health Center**, (the "Hospital") and **City of Ottumwa** (the "Employer").

RECITALS:

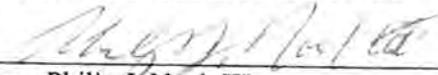
WHEREAS, the parties entered into that certain Agreement dated May 24, 2017 and which was subsequently amended on June 19, 2018 and July 2, 2019 (collectively the "Agreement"), the parties now desire to amend the Agreement under the same terms and conditions for an additional time period as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. The parties agree to extend the term of this Agreement for an additional 1-year period to end on May 23, 2021, unless terminated sooner in accordance with the terms of the Agreement.
2. Remaining Terms. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and are otherwise ratified and affirmed by this Amendment.

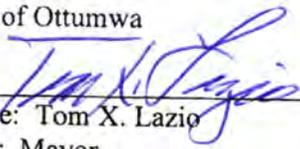
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

HOSPITAL: RCHP-Ottumwa, LLC
d/b/a Ottumwa Regional Health Center

By: 
Name: Philip J. Noel, III
Title: Chief Executive Officer

EMPLOYER:

City of Ottumwa

By: 
Name: Tom X. Lazio
Title: Mayor

RESOLUTION #92-2020

**RESOLUTION APPROVING THE
HEALTHY CHOICES 2020 WELLNESS PROGRAM
AGREEMENT WITH
THE OTTUMWA REGIONAL HEALTH CENTER**

WHEREAS, the City of Ottumwa, Iowa desires to approve a Healthy Choices 2020 Wellness Program Extension Agreement with the Ottumwa Regional Health Center to provide wellness testing and guidance to full-time employees and their spouses. This Agreement extends the prior one-year agreement for an additional year effective July 1, 2020.

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

That the proposed Healthy Choices Extension Agreement between the City of Ottumwa, Iowa and the Ottumwa Regional Health Center is hereby approved.

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

PASSED AND ADOPTED this 19th day of May, 2020.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

FILED
City of Ottumwa
2020 MAY 14 PM 2:11
Staff Summary
OTUMWA

Council Meeting of: May 19, 2020

Item No. 115-2020

Finance Department
Department

Kala Mulder
Prepared By
K Mulder
Dept. Head

Alyssa
City Administrator

Agenda Title: Resolution No. 115-2020 Authorizing the transfers for FY20 Debt Service; Debt Payments, Bond Fees and Debt Balance Adjustments.

.....
Purpose: Authorizing budgeted transfers.

Recommendation: Pass and Adopt Resolution No.

Discussion: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review and are included the FY20 budget.

RESOLUTION NO. 115-2020

A RESOLUTION AUTHORIZING THE TRANSFERS FOR FISCAL YEAR 2020 DEBT SERVICE; DEBT PAYMENTS, BOND FEES AND DEBT BALANCE ADJUSTMENTS.

WHEREAS, The City Finance Department, effective April 13, 2019, is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution and

WHEREAS, The City has budgeted transfers that are required to be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the City Finance Director is authorized to make the required transfers.

PASSED AND APPROVED THIS 19th DAY OF MAY 2020.



Mayor

ATTEST:



City Clerk



City of Ottumwa

FY20 Budgeted Transfers

<u>Transferring Fund</u>	<u>Out</u>	<u>Transferring to Fund</u>	<u>In</u>	<u>Description</u>
Airport TIF Fund 126	\$ (49,950)	Debt Service 200	\$ 49,950	Transfer to Debt Service for FY 20 Bond Payment
Landfill Fund 670	\$ (155,400)	Debt Service 200	\$ 155,400	Transfer to Debt Service for FY 20 Bond Payment

City of Ottumwa
Staff Summary

Council Meeting of: May 19, 2020

Item No. 122-2020

Kala Mulder

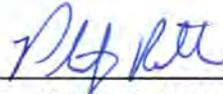
Prepared By

Finance & Public Works

Department



Department Head



City Administrator

Agenda Title: Setting Public Hearing on the Intent to Amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa relative to Sewer Fees and Charges.

.....

Purpose: To allow public input on the intent to amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa relative to sewer fees and charges.

Recommendation:

- Set Public Hearing for First Reading on Tuesday, June 2, 2020 at 5:30PM
- Second Reading on Tuesday, June 9, 2020 at 5:30PM
- Third Reading on Tuesday, June 16, 2020 at 5:30PM

Discussion: The new rates will become effective July 1, 2020 and will be used to fund operations of the plant, debt service and capital projects.

RESOLUTION NO. 122-2020

A RESOLUTION SETTING A PUBLIC HEARING ON THE INTENT TO AMEND CHAPTER 31, SECTION 14 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA RELATIVE TO SEWER FEES AND CHARGES AS PRESENTED IN ORDINANCE NUMBER 3174-2020.

WHEREAS, pursuant to notice published as required by law, this Council will hold a public meeting and hearing with its intent to amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, IA relative to sewer fees and charges as contained in ordinance 3174-2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the 19th day of May 2020 at 5:30PM in the City Council Chamber located at the 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing relative to sewer fees and charges. The City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND APPROVED THIS 19th DAY OF MAY 2020.



Mayor

ATTEST:



City Clerk





May 12, 2020

RE: Sidewalk Cafe Permit, 107 E Second

The Sidewalk Cafe Permit applicant is located in a zone suitable for a sidewalk cafe.

However, the applicant has requested to temporarily use the indoor furniture and barrier shown with the application. This furniture does not satisfy the requirement of Sec. 32-275-6: Sidewalk cafe components, such as tables and chairs, shall be constructed of commercial quality materials marketed for the use(s) in which they are employed in the sidewalk cafe.

Because of the impact of the coronavirus public health crisis on restaurants in the community, the Planning Department recommends that we approve the use of furniture shown in the application for 60 days with the option for an extension. With suitable outdoor furniture a standard permit would be appropriate.

A handwritten signature in blue ink, appearing to read 'ZS', written over a horizontal line.

Zach Simonson, City Planner

Date: 5/12/20

Sidewalk café permits are approved by the City Council. City Council meetings are held on the first and third Tuesday of each month. All application documents and departmental approvals must be provided to the City Clerk's Office, 105 E. Third Street, on Thursday prior to the Council's regular meeting. As part of the sidewalk café permit application, please attach a sketch of the proposed sidewalk café area. Sketch must show where the sidewalk café area will be located in relationship to the licensed premises, show the number and proposed location of tables and chairs and show at least 5' of clear space along the street side of the sidewalk for pedestrian use.

DEPARTMENTAL APPROVAL -- For Departmental Comments and Approval/Denial

Approval and operation shall be subject to the following departmental approvals, which may be conditional, in addition to any other required approvals and permits.

Engineering/Public Works Department Signature and/or Comments: Five feet of clear space confirmed?

Plan and Zoning Signature and/or Comments: Correct zoning confirmed?

Health Department Signature and/or Comments: Entrances, Exits, and Number of Restrooms Provided Okay?

Fire Department Signature and/or Comments: Occupancy Limits Okay? *Joy Miller*

No Concerns

Purchasing Agent Signature and/or Comments: Certificate of Insurance Sufficient?

CITY COUNCIL ACTION: APPROVED _____ DENIED _____

Date

Date

Comments: _____

City Clerk

Date

Sidewalk café permits are approved by the City Council. City Council meetings are held on the first and third Tuesday of each month. All application documents and departmental approvals must be provided to the City Clerk's Office, 105 E. Third Street, on Thursday prior to the Council's regular meeting. As part of the sidewalk café permit application, please attach a sketch of the proposed sidewalk café area. Sketch must show where the sidewalk café area will be located in relationship to the licensed premises, show the number and proposed location of tables and chairs and show at least 5' of clear space along the street side of the sidewalk for pedestrian use.

DEPARTMENTAL APPROVAL -- For Departmental Comments and Approval/Denial

Approval and operation shall be subject to the following departmental approvals, which may be conditional, in addition to any other required approvals and permits.

Engineering/Public Works Department Signature and/or Comments: Five feet of clear space confirmed?

[Signature]

Plan and Zoning Signature and/or Comments: Correct zoning confirmed? Yes

See memo. Recommend temporary permit until suitable outdoor furniture is used.

Health Department Signature and/or Comments: Entrances, Exits, and Number of Restrooms Provided Okay?

[Signature]

Fire Department Signature and/or Comments: Occupancy Limits Okay?

Purchasing Agent Signature and/or Comments: Certificate of Insurance Sufficient?

[Signature]

CITY COUNCIL ACTION: APPROVED 5.19.20 DENIED _____
Date Date

Comments: _____

Christ Reinhard
City Clerk

5.19.2020
Date

DBBY

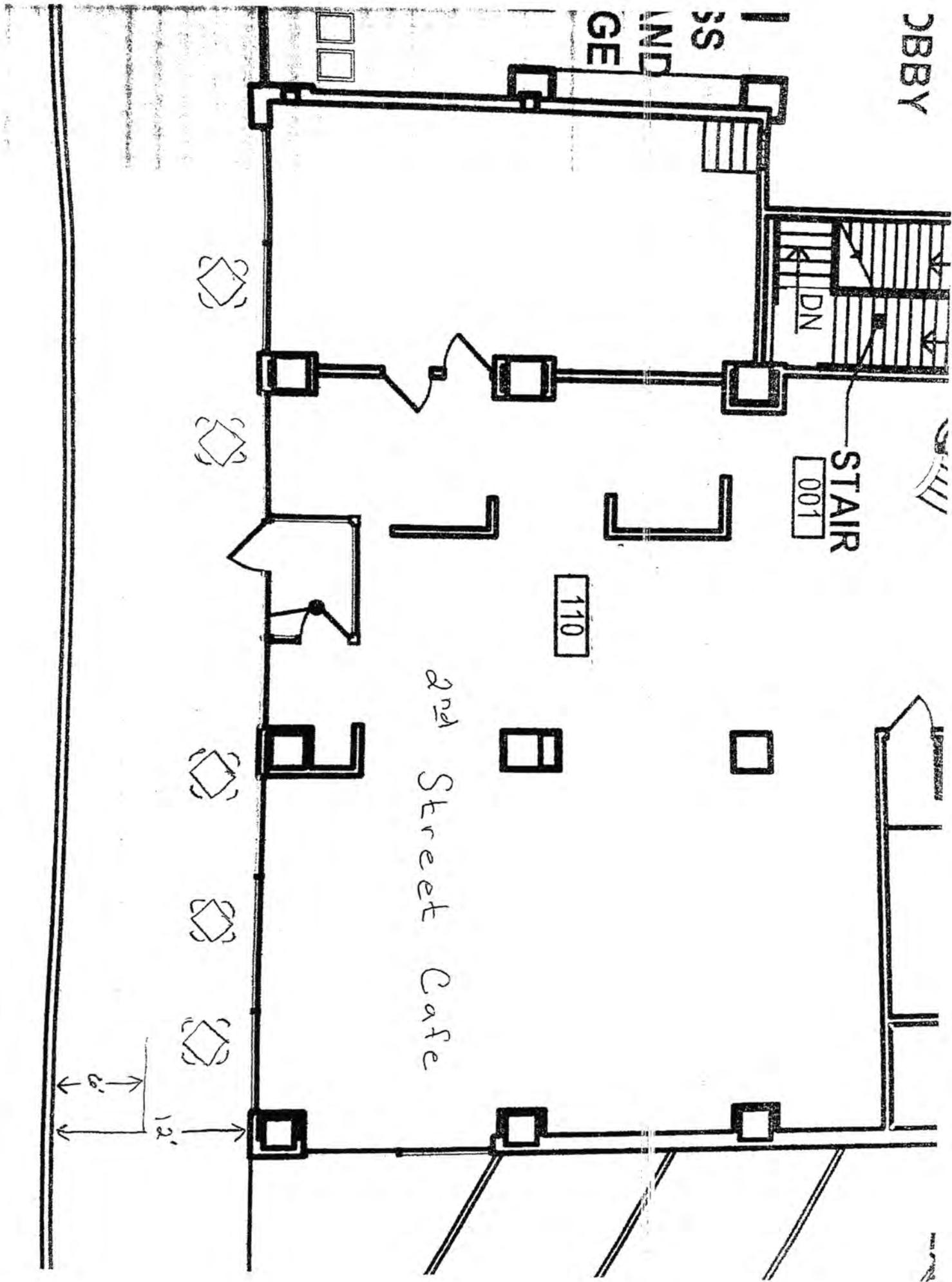
SS
IND
GE

STAIR
001

2nd Street Cafe

110

6'
12'







[CITY OF]

OTTUMWA 12-20

APPLICATION FOR A SIDEWALK CAFE PERMIT

APPLICANT INFORMATION

- a. Name of Applicant: Hotel Ottumwa
- b. Address of Applicant: 107 E. Second St.
- c. Telephone Number of Applicant: 641-682-8051
- d. Name of Owner if other than Applicant: Parkview Plaza, Ltd
- e. Address of Owner if other than Applicant: _____
- f. Telephone Number of Owner if other than Applicant: _____
- g. Restaurant License Number: 67127

DATES OF OPERATION: Beginning: 5/1/2020 Ending 5/1/2021

Insurance

For Purchasing Agent, Is Insurance Required? Yes No
 If above is marked yes, attach your certificate of insurance to this application. The certificate of insurance must list the City as an additional insured. Applicant must provide insurance for liability, bodily injury, and property damage satisfactory to the City in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit.

APPLICANT'S AGREEMENT

For and in consideration of City granting this application and approving this permit for a sidewalk café, applicant hereby agrees as follows:

Applicant agrees to indemnify and hold harmless the City of Ottumwa, its agents, employees, or any other person against loss or expense, including attorney fees, by reason of the liability imposed by law upon the City of Ottumwa for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person. It is further understood and agreed that applicant shall, at the option of the City, defend the City of Ottumwa with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

Kay Whittington 5-1-20
 Applicant's Signature or Authorized Agent Date

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2020 MAY 14 11:35
CITY OF OTTUMWA

Council Meeting of: May 19, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

Ally Ritt

City Administrator Approval

AGENDA TITLE: Approving Agreement and Consent to Lien for Water Service Costs for part of the 200 block of E. Main Street in connection with the Ottumwa Main Street Project (Downtown Streetscape).

****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: Authorize the Mayor to sign the attached Agreements and Consent to Lien for Water Service Costs for part of the 200 block of East Main Street.

DISCUSSION: The Downtown Street Scape project included new water main and water services to the stop box which is located in the sidewalk. From the water stop box to the building's water meter is the responsibility of the property owner for new services added as needed. Additional agreements for the remaining buildings will be brought before council as they are fully executed.

City staff has worked with each property owner directly to determine if new service or increased volume is needed based on current and future development plans they have for their property. Properties that have already replaced water services or installed fire service will be reconnected at the stop box as part of the project.

We are using a forced account method which tracks time and material or actual cost. The attached agreements are a formal way for payment between the property owner and the City.

226 E. Main
230 E. Main

Source of Funds: LOST

Budgeted Item:

Budget Amendment Needed:

AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 8 day of May, 2020, by and between John Brent Altfillisch, (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 226 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

1. City shall cause the repair or replacement of the water line or fire service line as requested by Property Owner. City shall permit Property Owner to utilize the city's contractor, or its designated sub-contractor for the installation of any water service or fire service line to its building.

2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

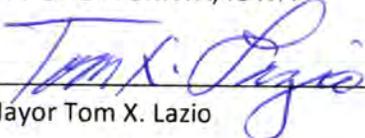
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

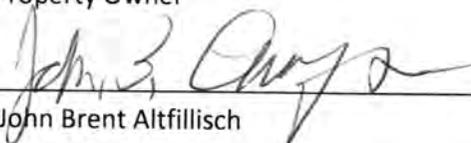
IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



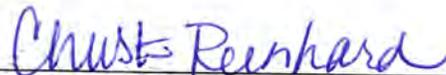
Mayor Tom X. Lazio

Property Owner



John Brent Altfillisch

ATTEST:



Christina Reinhard, City Clerk

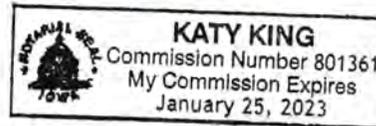
STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 20th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King

Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

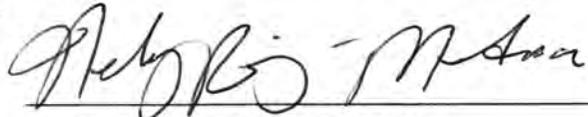


On this _____ day of _____, 2020, before me, _____ personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Notary Public in and for said State

STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 8 day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

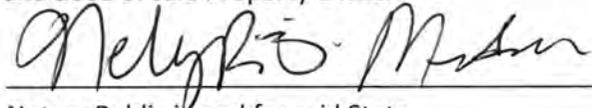


Notary Public in and for said State

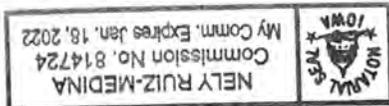
STATE OF IOWA)
) SS.
WAPELLO COUNTY)



On this 8 day of May, 2020, before me, John Brent Altfillisch personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.



Notary Public in and for said State



AGREEMENT AND CONSENT TO LIEN FOR WATER SERVICE COSTS

This Agreement, is made and entered into this 19 day of May, 2020, by and between Potentials Inc., (hereinafter referred to as "Property Owner") and the City of Ottumwa, Iowa, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa; and

WHEREAS, Property Owner is the record titleholder of real estate within the city located at: 230 E. Main Street, ("the Property"): and

WHEREAS, the City is initiating the Ottumwa Main Street Improvement Project, known as the Streetscape Project ("Project") for the full width, full depth concrete reconstruction of the 100, 200 and 300 blocks of East Main Street, in Ottumwa, Iowa; and

WHEREAS, the Project includes new water mains, new sanitary sewer lines and sewer laterals, new storm sewers and new sidewalks in this 3-block area of East Main Street; and

WHEREAS, pursuant to applicable governing City ordinances and resolutions of the City's water utility board of trustees, property owners are responsible for the maintenance and improvement of water service lines and fire services lines; and

WHEREAS, the Project may require certain abutting property owners to install new water service lines from the stop box to that owner's water meter to comply with applicable state, federal, and local laws concerning water quality; and

WHEREAS, the Project will also require certain abutting property owners to install fire services lines as needed for the purpose of creating residential units in buildings; and

WHEREAS, the costs of new water service lines and the possible installation of necessary fire service lines are necessary public improvements which are the responsibility of Property Owner; and

WHEREAS, Property Owner desires the completion of the repair and replacement of the necessary public improvements and intends to waive the requirement of a prior finding by the Ottumwa City Council that the condition of the improvements constitutes a nuisance and the requirement of prior notice; and

WHEREAS, Property Owner hereby consents to the repair of the public improvements by the City and the assessment of the cost of the repair to the Property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Obligations of Property Owner:

1. Property Owner shall, within 10 days of the execution of this Agreement, make payment arrangements for the necessary public improvements. The cost will be the sole responsibility of the Property Owner. The cost may be paid in full without interest directly to the City or the City's contractor prior to work on the necessary public improvements for which Property Owner is responsible.

2. Property Owner specifically consents to the installation of the water service line and/or fire service line as needed, at the property owner's cost.

3. If the cost of the necessary public improvements for which Property Owner is responsible remains unpaid for ninety (90) days following notice of completion of such improvements, Property Owner hereby requests and consents to the assessment of the cost of the repairs against the Property. Property Owner hereby waives the requirement of a prior finding by the city council that the condition of the public improvements constitutes a nuisance and the requirement of prior notice. Property Owner consents to the repair and assessment of the costs of the repairs to the Property.

4. Property Owner shall indemnify and hold the City harmless from and against any and all occurrences, claims, demands, causes of action, liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the installation of water service or fire service lines. Property Owner specifically waives all claims against City for damages or injuries to persons or property as a result of the installation of any water service line or fire service line during this project. Property Owner acknowledges the City has no responsibility for the ongoing maintenance and repair of the water service line and/or fire service line located on the Property and the City assumes no responsibility therefore under the terms of this Agreement. The preceding sentences shall not apply to loss, injury, death or damage arising because of the direct negligence of City, or its employees.

Section 2. Obligations of the City.

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2. City assumes no liability regarding the installation of the water line or fire service line as needed.

3. City shall notify Property Owner of the date of completion of the requested water line and/or fire service line.

4. In the event the cost of said repairs remains unpaid for a period of ninety (90) days following notice by the City of completion, the City will assess the cost of such repairs to Property as permitted by Iowa Code Sections 364.12 and 364.13-13B and in accordance with the procedures provided under Iowa Code Chapter 384, Division IV.

Section 3. Miscellaneous.

1. This agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing council. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.

2. This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, or amended in any respect unless in writing and signed by the parties.

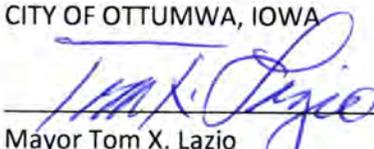
3. This Agreement shall be governed by the laws of the State of Iowa.

4. If for any reason any provision of this Agreement shall be deemed invalid, illegal or unenforceable, in whole or in part, the validity and effect of all other provisions shall not be changed.

5. The terms of this Agreement shall be binding upon Property Owner, and upon Property Owner's heirs, personal representatives, successors in title, and assigns.

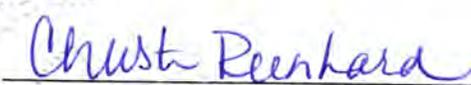
IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

CITY OF OTTUMWA, IOWA



Mayor Tom X. Lazio

ATTEST:

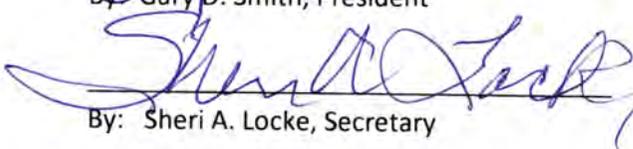


Christina Reinhard, City Clerk

POTENTIALS INC.



By: Gary D. Smith, President



By: Sheri A. Locke, Secretary

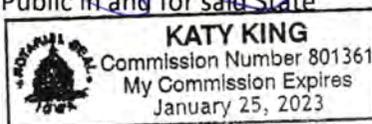
STATE OF IOWA)
) SS.
WAPELLO COUNTY)

On this 20th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King

Notary Public in and for said State

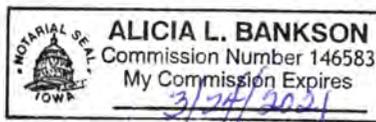
STATE OF IOWA)
) SS.
WAPELLO COUNTY)



On this 23rd day of April, 2020, before me, Gary D. Smith and Sheri A. Locke personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of said Property Owner.

Alicia L. Bankson

Notary Public in and for said State



REQUEST FOR REAL ESTATE TAX ASSESSMENT

TO THE CITY OF OTTUMWA, IOWA:

I hereby request that the cost for water service installation that will occur at my property location at 830 E Main Street, Ottumwa, Iowa, during the City's streetscape program in 2020 be assessed to my real estate taxes.

Dated this 23rd day of April, 2020



Property Owner



Property Owner

Item No. G.-1.

CITY OF OTTUMWA STAFF SUMMARY

Council Meeting of: May 19, 2020

ITEM NO. _____

Joni Keith

Prepared By

Kevin Flanagan

Department Head

Planning

Department

Philip Rath
Approved by Philip Rath

AGENDA TITLE: Public hearing on the proposed sale of City property located at 310 E. Main Street, Ottumwa, Iowa to Christner Properties, L.L.C.

PURPOSE: Public Hearing to receive input and comments regarding the proposed conveyance of City owned property at 310 E. Main Street, Ottumwa, Iowa to Christner Properties, LLC.

RECOMMENDATION: Open Public Hearing.
 Receive Comments.
 Close Public Hearing.

DISCUSSION: : The City has received an offer from Christner Properties, LLC to purchase a small parcel of real estate legally described on the proposed Purchase and Development Agreement for the appraised sum of Two Thousand Dollars (\$2,000.00) and other valuable consideration. Said real estate is located adjacent to 304 E. Main, acquired recently by tax sale, which was then purchased from the tax sale holder by Christner Properties, LLC. The combination of both lots by Christner Properties will result in one large lot for development. The City acquired this adjacent property through tax sale approximately 1 year ago. Originally, this vacant lot was the location of the Ballingall Hotel which was demolished years ago. The City has been dealing with various nuisance issues involving this property ever since. Christner Properties LLC is planning to utilize this lot for a new building and parking for its tenants. Christner's proposal promotes economic development in the West Gate Urban Renewal Area. Christner would pay the appraised price, the appraisal cost and all closing costs. The City has no other parties interested in this property at this price. To satisfy competitive bidding requirements as well as Iowa Code Section 403.8, a Resolution was passed to approve the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the West Gate Urban Renewal Area. Notice was published in the Ottumwa Courier soliciting competitive bids. Bids were accepted until May 8, 2020, and none were received. Based upon that, council needs to determine that the proposal submitted by Christner satisfies the offering requirement and declaring the intent of the City to enter into a Purchase and Development Agreement with Christner Properties LLC, which is attached hereto.

CITY OF OTTUMWA
STAFF SUMMARY

2020 MAY -8 AM 10:31

Council Meeting of: May 19, 2020

ITEM NO. _____

Planning
Department

Joni Keith
Prepared By
Kevin Flanagan
Department Head

Philip Rath
Approved by Philip Rath

AGENDA TITLE: Resolution No. 54-2020 accepting the Purchase and Development Agreement and approving the development agreement and sale of the real estate at 310 E. Main Street, Ottumwa, Iowa to Christner Properties LLC.

RECOMMENDATION: Pass and adopt Resolution No. 54-2020.

DISCUSSION: The City has received an offer from Christner Properties LLC to purchase a small parcel of real estate at 310 E. Main Street legally described on the proposed Purchase and Development Agreement for the appraised price of Two Thousand Dollars (\$2,000.00) and other valuable consideration. Said real estate is located adjacent to property that has been purchased by Christner at 304 E. Main Street, in Ottumwa, Iowa. The combination of both lots by Christner Properties will result in one large development lot. The City acquired this adjacent property through tax sale approximately 1 year ago. Originally, this vacant lot was the location of the Ballingall Hotel which was demolished years ago. The City has been dealing with various nuisance issues involving this property ever since. Christner Properties LLC is planning to utilize this lot for a new building and parking for its tenants. Christner's proposal promotes economic development in the West Gate Urban Renewal Area. Christner would pay the appraised price, the appraisal cost and all closing costs. The City has no other parties interested in this property at this time. To satisfy competitive bidding requirements as well as Iowa Code Section 403.8, a Resolution was passed to approve the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the West Gate Urban Renewal Area. Notice was published in the Ottumwa Courier soliciting competitive bids. Bids were accepted until May 8, 2020, and none were received. Based upon that, council needs to determine that the proposal submitted by Christner satisfies the offering requirement and declaring the intent of the City to enter into a Purchase and Development Agreement with Christner Properties LLC, which is attached hereto.

RESOLUTION NO. 54-2020 APPROVING FINAL DETERMINATION ON DISPOSAL OF REAL ESTATE TO CHRISTNER PROPERTIES, L.L.C. BY THE CITY OF OTTUMWA AND APPROVING AND AUTHORIZING EXECUTION OF A PURCHASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND CHRISTNER PROPERTIES, L.L.C.

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Urban Renewal Plan ("Plan") for the West Gate Urban Renewal Area ("Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, by Resolution No. 113-1994 adopted July 19, 1994, this Council adopted Amendment No. 1 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 77-2002 adopted June 18, 2002, this Council adopted Amendment No. 2 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 177-2009 adopted November 17, 2009, this Council adopted Amendment No. 3 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 125-2011 adopted August 2, 2011, this Council adopted Amendment No. 4 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 60-2013 adopted March 19, 2013, this Council adopted Amendment No. 5 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 55-2016 adopted March 1, 2016, this Council adopted Amendment No. 6 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 203-2017 adopted October 3, 2017, this Council adopted Amendment No. 7 to the West Gate Urban Renewal Plan; and

WHEREAS, by Resolution No. 217-2019 adopted October 1, 2019, this Council adopted Amendment No. 8 to the West Gate Urban Renewal Plan; and

WHEREAS, CHRISTNER PROPERTIES, L.L.C. (the "Developer"), wishes to purchase property located within the West Gate Urban Renewal Area (the "Development Property") from the City; and

WHEREAS, the Development Property is described on the attached Exhibit "A".

WHEREAS, the Plan provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, the City intends to sell the Development Property to the Developer for the appraised sum of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration to CHRISTNER PROPERTIES, L.L.C., to allow the combination of two vacant lots in downtown Ottumwa, which will provide space for a new office building and parking at that site, the terms of such proposal being in the form of a Purchase and Development Agreement (the "Purchase Agreement"); and

WHEREAS, the terms of the Purchase Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Section 403.8, Code of Iowa, the Council has set forth its proposal to dispose of interests in the Development Property to Developer, by publishing notice of a thirty-day competitive bidding period followed by a public hearing on the Purchase and Development Agreement and has held said hearing. No competitive proposals were presented.

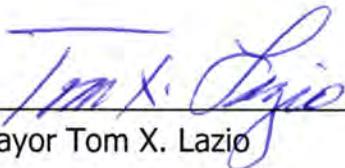
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF OTTUMWA, IOWA:

Section 1. The Council finds that disposal of interests in real property to Developer, as set forth in the Purchase and Development Agreement now on file will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that the sale of the Development Property under the terms and conditions set forth in the Purchase Agreement will promote economic development in the City and further the purposes of the Plan and Iowa Code Chapter 403, and that these benefits, together with the proposed sale price, constitute fair value for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to transfer the Development Property to Developer through execution of the proposed Purchase and Development Agreement is hereby approved.

Section 3. That the form and content of the Purchase Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that fro and after the execution and delivery of the Agreement; the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

PASSED AND APPROVED this 19th day of May, 2020.



Mayor Tom X. Lazio

ATTEST:



City Clerk Christina Reinhard

CERTIFICATE

STATE OF IOWA)
)SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 19th day of May, 2020.

Christ Reinhard
City Clerk, Ottumwa, State of Iowa

EXHIBIT A
LEGAL DESCRIPTION – 310 EAST MAIN STREET, OTTUMWA, IOWA

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

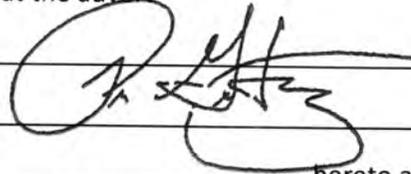
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

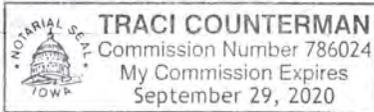
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advert

CHRISTNER PROPERTIES NOTICE

CITY OF OTTUMWA – KATIE KING



hereto attached was published in said newspaper for 1 consecutive week's to 5/5/20 Subscribed and sworn to before me, and in my presence, by the said 5TH day of MAY, 2020



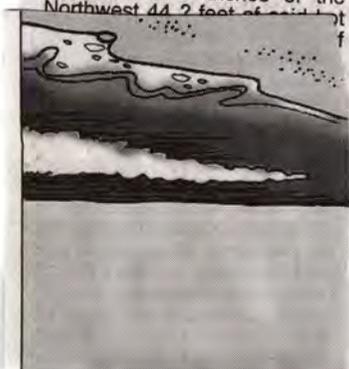
Notary Public

In and for Wapello County

Printer's fee \$30.10

COPY OF ADVERTISEMENT

PUBLIC NOTICE NOTICE OF INTENT TO SELL CITY-OWNED PROPERTY TO CHRISTNER PROPERTIES, L.L.C. AND APPROVE A PURCHASE AND DEVELOPMENT AGREEMENT WITH CHRISTNER PROPERTIES, L.L.C. TO WHOM IT MAY CONCERN: Notice is hereby given that the Ottumwa City Council will hold a public hearing to consider approving a Purchase and Development Agreement and selling Real Estate legally described as: A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ? feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ? feet of said lot



PH Notice
Disposal 310 E Main
Christner

**PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN
CITY OF OTTUMWA, IOWA
AND
CHRISTNER PROPERTIES, L.L.C.**

Conveyance of Property and Development Agreement for the following described property in Ottumwa, Iowa:

LEGAL DESCRIPTION:

See attached Exhibit A, which is the Legal Description

THIS PURCHASE AND DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 19 day of May, 2020, by and between the City of Ottumwa, Iowa, and Christner Properties, L.L.C., a 489 Domestic Limited Liability Corporation, of Ottumwa, Iowa, hereinafter referred to as “Christner.” The City of Ottumwa, Iowa, an Iowa Municipal Corporation, has its principal place of business at 105 East Third Street, Ottumwa, Iowa 52501, and hereinafter will be referred to as the “City.”

RECITALS

WHEREAS, in furtherance of the objectives of the Chapters 15A and 403 of the Code of Iowa, 2015, as amended, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the West Gate Economic Development Urban Renewal Area (the “Urban Renewal Area”), which is described in the West Gate Economic Development Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 39-1989 on May 2, 1989, which has been amended eight times, lastly by Amendment No. 8 as approved by Resolution No. 217-2019 on October 1, 2019 (the “Urban Renewal Plan”); and

WHEREAS, the City owns certain real property situated in the Urban Renewal Area, legally described on the attached Exhibit A (the “Development Property”), and located at 310 E. Main Street, Ottumwa, Iowa, directly adjacent to property at 304 E. Main Street, Ottumwa, Iowa, that is owned by Christner.

WHEREAS, this project will promote commercial and economic development in the Urban Renewal Area by building a new commercial building and retaining and possibly adding employment positions in the Urban Renewal Area.

WHEREAS, it is the intention of the City to rehabilitate blighted areas and buildings in the Urban Renewal Area, which includes the Development Property.

WHEREAS, the rehabilitation, redevelopment, development or a combination thereof of said areas, including the Development Property, is in the interest of the public health, safety or welfare of the residents of the City.

WHEREAS, the City believes that it is in the best interests of the City and of its residents and is also in accord with the public purposes of applicable state and local laws, including Chapters 15A and 403 of the Code of Iowa, to enter into this Agreement to promote the development of Christner Properties, L.L.C. in the Urban Renewal Area.

WHEREAS, Christner desires to acquire the Development Property for the purpose of combining two city lots and building a new commercial building with parking at that location. The actual building will be constructed across a portion of both lots at 304 E. Main and 310 E. Main Street, with parking located behind the building at 310 E. Main, Ottumwa, Iowa.

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

CONVEYANCE OF THE DEVELOPMENT PROPERTY

Subject to the terms and conditions of this Agreement, the City shall convey, transfer, assign and deliver to Christner on the earliest closing date after May 19, 2020, under such terms as hereinafter defined, and Christner agrees to take and accept from the City on the closing date, the Development Property and all rights, interests and appurtenances therein or thereto.

REDEVELOPMENT CONDITIONS

As consideration for the transaction contemplated by this Agreement and other good and valuable consideration, Christner agrees to the following redevelopment conditions:

1. Subject to all terms and conditions of this Agreement, the City will sell the Development Property to Christner, for the amount of Two Thousand Dollars (\$2,000), hereafter called the "Purchase Price," to be paid in cash or by cashier's check with the delivery of the deed conveying the Development Property to Christner. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Code.
2. The City shall convey title to the Development Property to Christner by a Quit Claim Deed in the form attached hereto as Exhibit B, including a reversionary right as provided in Section 7 below, with an abstract. Christner shall pay the cost of any abstract, title opinion, appraisal fee, all publication notice fees and all closing costs.
3. Christner shall promptly file the deed with the Wapello County Recorder's Office and shall pay all costs to record the deed.

4. Christner will redevelop the Development Property for uses permitted under the Ottumwa Zoning Ordinance. Development shall include the construction of a commercial building across a portion of 304 E. Main and 310 E. Main Street, with probable parking behind the building at 310 E. Main Street. The construction for the commercial building at 304 E. Main and 310 E. Main shall be completed by December 31, 2022.
5. The City's obligation to transfer title and possession of the Development Property to Christner at closing, and Christner's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:
 - a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code; and
 - b. Christner is in material compliance with all of the terms of this Agreement.
6. Christner will redevelop the Development Property in accordance with this Agreement. In the event the Development Property is not developed pursuant to this Agreement by December 31, 2022 and after a period of sixty (60) days after Christner has been notified of the default, the Purchase Price will be refunded to Christner and the City shall have the right to take possession of the Development Property as provided in Section 7 below, terminating the estate conveyed by the deed to Christner. If Christner undertakes construction or completion of the improvements and does not finish such construction by December 31, 2022 and if the City exercises its reversionary right as provided in Section 7 below, the City shall have the option of paying the costs of any improvements made by Christner and certified as necessary costs by an Iowa licensed engineer and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.
7. Notwithstanding anything herein to the contrary, and as additional security for Christner's obligation to construct the improvements, the deed conveying the Development Property to Christner shall contain a right of reversion in all of the Development Property ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its discretion, if the following conditions occur:
 - a. Christner does NOT construct the improvements on the Development Property by December 31, 2022;
 - b. Christner is NOT in material compliance with all of the terms of this Agreement.

If any of the above conditions occur, then the City shall automatically have the City's Reversionary Right to reacquire title to the Development Property. To exercise the City's Reversionary Right described herein, the City must provide written notice to Christner within sixty (60) days of Christner's failure under

this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Christner shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section 6 within thirty (30) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents.

Notwithstanding anything to the contrary herein, the City's Reversionary Right with respect to the Development Property shall terminate and be of no further force and effect if and when Christner has completed construction of the improvements on the Development Property. The City agrees to execute any documents reasonably requested by Christner to evidence any whole or partial termination of the City's Reversionary Right as set forth herein.

8. Christner shall submit construction plans and site improvements to the City. Approval from the City must be received prior to construction.
9. Christner shall keep all tax liabilities current on the Development Property.
10. Except as otherwise expressly provided herein, Christner agrees to accept the Development Property on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein, with respect to the Development Property, the City disclaims any and all warranties, express or implied, regarding said Development Property and makes no warranty of merchantability or fitness of said Development Property for any particular purpose, express or implied. At the closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Christner takes the property "As Is" with regard to any environmental matters. The city makes no warranties or representations as to the environment condition of the Development Property. Christner agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of closing.
11. Christner shall have the right and option, at its sole discretion, to terminate this Agreement within three (3) business days of the execution of this Agreement. Termination by Christner shall terminate this Agreement in its entirety, with the parties having no further rights or obligations hereunder.
12. Subject to Christner's right to terminate this Agreement, if any party hereto should default in the performance of any of its obligations hereunder, the non-defaulting party may resort to any remedy specified herein or available by statute.
13. Except as otherwise specifically provided herein, the parties hereto shall pay their own expenses, including attorneys' fee, incident to the preparation and performance

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

14. Each party hereby agrees to indemnify and save the other harmless from and against any claim, settlement, cost or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending any such claim.
15. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by any addressee:

If to Christner: Christner Properties, L.L.C.
 Anthony Christner
 17587 Highway 34 West
 Ottumwa, Iowa 52501

If to the City: City Administrator
 City Hall
 105 East Third Street
 Ottumwa, Iowa 52501
16. Christner hereby agrees to hold the City harmless from any, and all, liability incurred as a result of Christner's project on the Development Property. This hold harmless provision applies to any and all unknown hazardous or toxic waste clean-up and all other activities on the Development Property.
17. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa.
18. This Agreement and the other instruments to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenant hereof may be waived, only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The parties reserve the right by mutual consent to amend, modify, supersede, and cancel this Agreement, or waive the terms or conditions hereof, without the consent of any other person (natural or otherwise).
19. All of the terms of this Agreement shall survive closing and shall not be deemed to have merged into the resulting deed.

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

CITY OF OTTUMWA, IOWA, an Iowa municipal corporation

By: *Tom X. Lazio*
Name: Tom X. Lazio
Title: Mayor

By: *Christina Reinhard*
Name: Christina Reinhard
Title: City Clerk

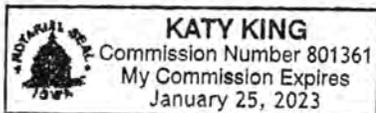
CHRISTNER PROPERTIES, L.L.C., an Iowa limited liability corporation

By: *Anthony Christner*
Name: Anthony Christner
Title: CEO - President

STATE OF IOWA)
) SS
WAPELLO COUNTY)

On this 20th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 182⁵⁴
2020
~~2016~~ passed by the City Council under Roll Call No. 16 of the City Council on the 19 day of May, 2020; and Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Katy King
Notary Public in and for said State



STATE OF IOWA)
) SS
WAPELLO COUNTY)

On this 31 day of March, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Christner, to me personally known, who, being by me duly sworn, did say that that person is president (insert title of executing member) of said limited liability company, that (the seal affixed to said instrument is the seal of said) (no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its managers and the said Erica L Spurgeon acknowledged the of said instrument to be the voluntary act and deed of the said limited liability company by it voluntarily executed.



Erica L Spurgeon
Notary Public in and for said State

EXHIBIT A
LEGAL DESCRIPTION
CHRISTNER PROPERTIES, L.L.C. TRANSACTION

A part of Lot 338 in Block 30 of the Original Plat to the City of Ottumwa, Wapello County, Iowa, described as follows: Commencing at a point 22 ½ feet Southeast of the Northwest corner of said lot, thence Southeasterly parallel with Main Street a distance of 21 feet and 9 inches; thence Southwesterly parallel with Green Street the full length of said lot to the alley in the rear; thence Northwesterly parallel with Main Street a distance of 21 feet and 9 inches; thence Northeasterly parallel with Green Street to the place of beginning, being the Southeast 21 feet and 9 inches of the Northwest 44 ¼ feet of said Lot 338 in Block 30 in said City of Ottumwa, Wapello County, Iowa.

EXHIBIT B
FORM OF QUIT CLAIM DEED
QUIT CLAIM DEED

Recorder's Cover Sheet

Preparer Information:

Joni L. Keith
105 East Third Street
Ottumwa, IA 52501
641-683-0625

Taxpayer Information:

CHRISTNER PROPERTIES, L.L.C.
17587 Highway 34 West
Ottumwa, IA 52501

Grantor: City of Ottumwa, Iowa

Grantee: Christner Properties, L.L.C.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

QUIT CLAIM DEED

For the consideration of Two Thousand Dollars (\$2,000.00) and other valuable consideration, the City of Ottumwa, Iowa, a municipal corporation, ("Grantor") does hereby Quit Claim to Christner Properties, L.L.C. ("Grantee") all of its right, title, interest, estate, claim and demand in the following described real estate in Wapello County, Iowa:

See attached Exhibit A

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions (including, but not limited to the City's Reversionary Right) contained in that certain Purchase and Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2020, (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement. None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19.

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.

Dated: _____

CITY OF OTTUMWA, IOWA

By: _____
Tom X. Lazio, Mayor

Attest:

By: _____
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Tom X. Lazio 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 Municipality created and existing under the laws of the State of Iowa, and the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution # _____ passed by the City Council on _____ and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for said State

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan *[Signature]*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 80- 2020, a Resolution accepting the bid and approving the sale of a City owned vacant lot located at 310 N. Moore Street



****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. 80 - 2020

DISCUSSION: The City received multiple purchase offers for this lot, therefore sealed bids were received until 2:00 P.M. on May 12, 2020. One bid was received from Ed Black for the sum of \$675.00. Mr. Black does not intend on building a dwelling on the lot but since the lot is only 26 feet wide using the lot for a garden should be satisfactory. Staff recommends the City Council accept Mr. Black's bid and approve the sale of the lot.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 80 – 2020

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF A CITY OWNED VACANT LOT LOCATED AT 310 N. MOORE STREET TO ED BLACK FOR THE SUM OF \$675.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as The North Part of Lot 11 in Block 1 in R.S. Smith's First Addition to the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at the NW Corner of said Lot; thence South on the West line 25.58 feet thence East on a line which runs midway between the two houses located on said Lot to the alley in the rear of said lot; thence North along the West line of said alley 22.5 feet to the NE corner of said lot; thence West along the North line of said lot to place of beginning, also known as 310 N. Moore Street; and

WHEREAS, pursuant to Resolution No. 79 - 2020 approved, passed and adopted May 5, 2020 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said vacant lot to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property until May 12, 2020; and

WHEREAS, the City received one bid; and

WHEREAS, Ed Black was the sole bidder in the amount of \$675.00 and intends to use the property for garden space; and

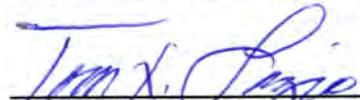
WHEREAS, the vacant lot is only 26 feet wide and not considered suitable for the construction of a dwelling; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Ed Black, in the amount of \$675.00 be and it is hereby accepted and the sale of said vacant lot 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 19th day of May 2020.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

**PURCHASE AGREEMENT BID FORM
FOR
310 N. Moore Street, OTTUMWA, IOWA**

Bid
Security
Deposit
already
on file
there

This proposal is for a City owned vacant lot located at **310 N. Moore Street, Ottumwa**, legally described as The North Part of Lot 11 in Block 1 in R.S. Smith's First Addition to the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at the NW Corner of said Lot; thence South on the West line 25.58 feet thence East on a line which runs midway between the two houses located on said Lot to the alley in the rear of said lot; thence North along the West line of said alley 22.5 feet to the NE corner of said lot; thence West along the North line of said lot to place of beginning, also known as 310 N. Moore Street. The property is located in a C-2 zoning district and may be used in that regard.

The property is offered for sale subject to the following conditions:
All bids \$250 or less require a bid security of \$50 and all bids over \$250 require a bid security of \$100. Bid security may be in the form of cash or a personal check. 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. All bid securities will be held until the property has been paid for in full by the winning bidder.

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.

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.

\$ 675.⁰⁰

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.

Ed Black
NAME OF BIDDER (PRINTED)

641-777-1650
TELEPHONE NUMBER

414 GARFIELD DR.
MAILING ADDRESS

[Signature]
SIGNATURE

4-24-20
DATE

EMAIL ADDRESS

Original offer



CITY OF
OTTUMWA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot Are you a not for profit? no
Do you own property next to the lot? yes
 Building Has the City owned the property for more than 5 years? no
Are you a not for profit that builds housing? no
Are you an Ottumwa School District? no

Address or legal description of the property 310 N. MOORE
owns 308 N. Moore, (Ed Black)

Buyers Name, address and phone number Midwest Auto Sales,
414 Garfield Street, Ottumwa, Ia 52501
Ed Black 641-777-1658

Dollar amount of the offer \$550

If you are purchasing a building do you plan to renovate or demolish it? no

If you are purchasing a vacant lot, what is the intended use of the lot? garden

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property.

If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

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 advert

310 N MOORE

CITY OF OTTUMWA – JODY GATES



hereto attached was published in said newspaper for 1 consecutive week's to 05/08/2020 Subscribed and sworn to before me, and in my presence, by the said 8TH day of MAY, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

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 19, 2020 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of a vacant lot legally described as The North Part of Lot 11 in Block 1 in R.S. Smith's First Addition to the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at the NW Corner of said Lot; thence South on the West line 25.58 feet thence East on a line which runs midway between the two houses located on said Lot to the alley in the rear of said lot; thence North along the West line of said alley 22.5 feet to the NE corner of said lot; thence West along the North line of said lot to place of beginning, also known as 310 N. Moore Street to the best bidder, property to be transferred 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

PH-Disposal
310 N. Moore

CITY OF OTTUMWA
Staff Summary

FILED
MAY 14 PM 2:20
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 82- 2020, a Resolution accepting the bid and approving the sale of a City owned vacant lot located at 119 N. Ward Street



****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. 82 - 2020

MOTION FAILED MAY 19, 2020 1-4 VOTE AYES: DALBEY
NAYS: ROE, STEVENS, MEYERS, BERG

DISCUSSION: The City received multiple purchase offers for this lot, therefore sealed bids were received until 2:00 P.M. on May 12, 2020. Two bids were received, however one bidder required that two trees be removed from the lot in order for the bid of \$600.00 to be valid. Staff believe the best bidders in this instance are Michael and April Shilkus for the bid amount of \$525.00 as they put no conditions on the bid. None of the bidders intend to build a dwelling on the vacant lot. Despite this fact, the moratorium on selling vacant City lots considered buildable was adopted after initial proposals were received and after sealed bids were solicited. Staff therefore recommends the City Council accept the Shilkus' bid approve the sale of the lot.

Source of Funds:

Budgeted Item:



Budget Amendment Needed:

**PURCHASE AGREEMENT BID FORM
FOR
119 N. Ward Street, OTTUMWA, IOWA**

This proposal is for a City owned vacant lot located at **119 N. Ward Street, Ottumwa, Iowa** legally described as Lot 22 in Block 10 in R. S. Smith's Third Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa. The property is located in an R-4 zoning district and may be used in that regard.

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

All bids \$250 or less require a bid security of \$50 and all bids over \$250 require a bid security of \$100. Bid security may be in the form of cash or a personal check. 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. All bid securities will be held until the property has been paid for in full by the winning bidder.

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.

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.

\$ ~~500.00~~ \$525.00

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.

Michael & April Shilkus
NAME OF BIDDER (PRINTED)

115 N. Ward Street

Ottumwa, IA 52501

MAILING ADDRESS

04/22/2020

DATE

641-226-8348

TELEPHONE NUMBER



SIGNATURE

aprilshilkus@outlook.com
EMAIL ADDRESS

119 N. Ward Street Vacant Lot		
Bidder	Bid	Terms
David and Michelle Weber	\$600.00	Remove 2 trees
Michael and April Shilkus	\$525.00	None

Original offer



[CITY OF]
OTTUMWA

2020-04-28 11:10

Petition No.: 5069-2020

Petitioner Information:

Name: Michael & April Shilkus

Address: 115 N. Ward Street, Ottumwa, IA 52501

Phone Number: _____ Petition contains the required number of signatures.

Summary of Petition:

Purchase offer form delivered to Clerk's office on 3/23/2020 - purchase vacant lot at 119 N. Ward Street to use as green space. Offer amount \$250, deposit \$50 on 3/23/2020 - sales receipt 85180.

1. Engineering Department Approve Deny 4-6-20 Date Dept. Initials Required

Comments: LBS 4-6-20

2. Plan/Zoning/Dev. Department Approve Deny _____ Date Dept. Initials Required

Comments: _____

3. Health Department Approve Deny _____ Date Dept. Initials Required

Comments: _____

** If denied by your department automatically return to the City Clerk's Office.
 ** If approved by your department submit to the next department for review.
 *** Once the form is completed return to the City Clerk's Office

PROOF OF PUBLICATION

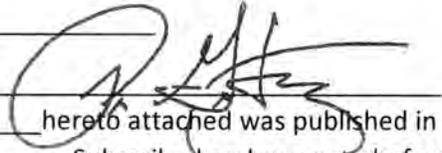
STATE OF IOWA
WAPELLO COUNTY

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 advert

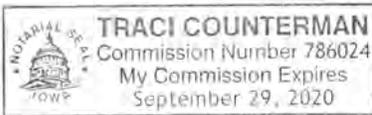
119 N WARD

CITY OF OTTUMWA – JODY GATES

newspaper for 1 consecutive week's to 05/08/2020
and in my presence, by the said 8TH day of MAY, 2020



hereto attached was published in said
Subscribed and sworn to before me,



Notary Public

In and for Wapello County

Printer's fee \$13.17

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 19, 2020 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of a vacant lot legally described as Lot 22 in Block 10 in R. S. Smith's Third Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa, also known as 119 N. Ward Street to the best bidder, property to be transferred 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

PH-Disposal
119 N. Ward

CITY OF OTTUMWA

2020 MAY 14 AM 11:34
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Alicia Bankson

Prepared By

Alicia Bankson

Department Head

Engineering
Department

Rob Rte

City Administrator Approval

AGENDA TITLE: Resolution #113-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Catch Basin Replacement Program 2020.

**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 #113-2020.

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 June 3, 2020 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on June 16, 2020, or at a later date as determined by staff.

Budgeted amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #113-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2020 CATCH BASIN REPLACEMENT PROGRAM

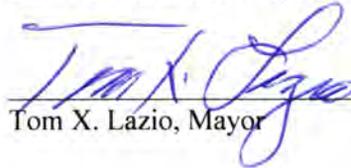
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

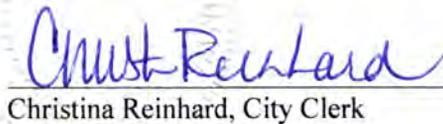
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 19th day of May 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

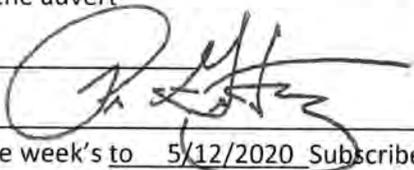
PROOF OF PUBLICATION

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 advert

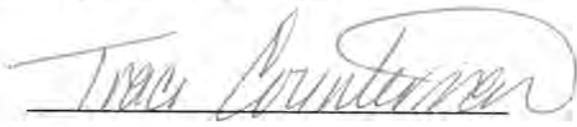
CATCH BASIN PROGRAM 2020

CITY OF OTTUMWA – ENGINEERING – ALICIA BANKSON



hereto

attached was published in said newspaper for 1 consecutive week's to 5/12/2020 Subscribed and sworn to before me, and in my presence, by the said 12TH day of MAY, 2020



Notary Public

In and for Wapello County

Printer's fee \$20.70

COPY OF ADVERTISEMENT

SECTION 00010 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 2020 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 19th of May 2020, 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: 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: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

PH - Approve P/ls
2020 Catch Basin

5/12/20

SECTION 00010 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 2020 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 19th of May 2020, 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: 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: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 19, 2020

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 119-2020 a resolution approving and authorizing execution of a development agreement by and between the city of Ottumwa and Highlands Development I, LLC

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 119-2020

DISCUSSION: This resolution will establish the development agreement between the City and Highlands Development , LLC for the re-development of the old Target building. The project will be an overall investment of approximately \$8 million+/- . The TIF Rebatement for this development is set not to exceed \$3.8 million over the course of the 20-year agreement. The estimated TIF exposure for the City is \$2.6 - \$2.8 million in overall rebate

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

over the course of the agreement.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

May 19, 2020

5:30 P.M.

West Gate Economic Development Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Highlands Development I, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Ottumwa and Highlands Development I, LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

May 19, 2020

The City Council of the City of Ottumwa in the State of Iowa, met in regular session, by electronic meeting pursuant to Iowa Code Section 21.8, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Dalbey, Roe, Stevens, Meyers, Berg

Absent: None

Vacant: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Ottumwa and Highlands Development I, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that zero written objections had been filed. The Mayor then called for oral objections and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member Meyers introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND HIGHLANDS DEVELOPMENT I, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member Stevens seconded the motion. The roll was called, and the vote was:

AYES: Dalbey, Roe, Stevens, Meyers, Berg

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 119-2020

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF OTTUMWA AND HIGHLANDS
DEVELOPMENT I, LLC

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Gate Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan has subsequently been amended eight times, lastly by the adoption of Amendment No. 8 to the Plan, adopted by Resolution No. 217-2019, on October 1, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Highlands Development I, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements consisting of the renovation of an existing facility including building façade upgrades, building interior renovations, new roofing, and parking lot improvements, together with other associated building improvements and related site improvements (as further defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed \$3,800,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into one or more Minimum Assessment Agreements with the County setting the minimum actual value of the Minimum Improvements for tax purposes; and

WHEREAS, the Agreement would also require the Developer to rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise that would employ employees in Minimum Improvements; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal

project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

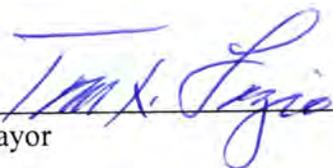
WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

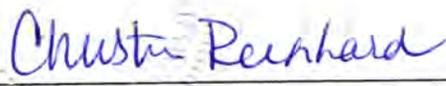
Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 19th day of May, 2020.



Mayor

ATTEST:


City Clerk



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 20th day of May, 2020.

Christ Reinhard
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

01717576-1\10981-145

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF OTTUMWA, IOWA

AND

HIGHLANDS DEVELOPMENT I, LLC

May 19, 2020

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 19 day of May, 2020, by and between the CITY OF OTTUMWA, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended ("Urban Renewal Act") and HIGHLANDS DEVELOPMENT I, LLC, a Missouri limited liability company, having offices for the transaction of business at 5775 NW 64th Terrace, Suite 204, Kansas City, MO 64151 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the West Gate Economic Development Urban Renewal Area (the "Area"), which is described in the West Gate Economic Development Urban Renewal Plan approved for such area by Resolution No. 39-1989 adopted May 2, 1989, and amended eight times thereafter (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Wapello County, Iowa; and

WHEREAS, the Developer owns or will own prior to the execution of this Agreement certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer intends to cause certain improvements to the existing facility on the Development Property (the "Minimum Improvements"), and Developer will thereafter cause the Renovated Facility on the Development Property to be operated and maintained in accordance with this Agreement, including the employment of employees therein (which obligations collectively are referred to herein as the "Project"); and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the West Gate Economic Development Urban Renewal Area.

Assessor means the assessor for Wapello County, Iowa.

Base Valuation shall mean the final, taxable assessed value of the Development Property and any improvements thereon as shown on the assessment rolls as of January 1, 2020, following all applicable appeals, which in no event shall be in excess of \$1,306,860.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Ottumwa, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Wapello, Iowa.

Developer means Highlands Development I, LLC, a Missouri limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Existing Facility means the building(s) located on the Development Property prior to commencement of the Minimum Improvements.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Highlands Development I, LLC TIF Account means a separate account within the West Gate Economic Development Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Initial Phase means that portion of the Minimum Improvements involving the physical renovation and improvement of approximately 15,000 square feet of space in the Existing Facility designated for use as the V.A. medical clinic, and such improvements and modifications to the interior and exterior grounds and structure as are detailed on Exhibit B hereto.

Minimum Improvements means the renovation of the Existing Facility by Developer, and related site improvements, including both the Initial Phase and the Retail Phase, as more particularly described in Exhibit B.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the West Gate Economic Development Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Renovated Facility means the structure on the Development Property after the completion of the Minimum Improvements.

Retail Phase means that portion of the Minimum Improvements involving the physical renovation and improvement of the Retail Portion.

Retail Portion means that part of the Renovated Facility not improved as part of the Initial Phase and designated for future improvement and leasing to commercial tenants.

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property (land and building value) above the Base Valuation

and divided and made available to the City for deposit in the Highlands Development I, LLC TIF Account of the West Gate Economic Development Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, pandemics, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the West Gate Economic Development Urban Renewal Area, as amended, described in the preambles hereof.

Urban Renewal Plan means the West Gate Economic Development Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

West Gate Economic Development Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the

City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

d. The City has not pledged the Tax Increments to the payment or security of any prior obligation, and the City is free and clear to provide such Tax Increments to Developer on an unencumbered, first priority basis as and to the extent set forth in this Agreement.

e. The City will cooperate with the Developer in the preparation, execution and recording of minimum assessment agreements as set forth in Section 6.9 below.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Highlands Development I, LLC is an Iowa limited liability corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer, or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction budget of the Minimum Improvements will require a total investment of approximately \$8,000,000 for construction costs.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Initial Phase will be substantially completed by December 31, 2020. Developer will use best efforts to market the Retail Portion for commercial leasing and to cause the completion of the Retail Phase as quickly as practicable to allow tenants to commence use of the Retail Portion.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Initial Phase to be constructed on the Development Property in conformance with this Agreement and the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Initial Phase to be constructed shall not be significantly less than the scope and scale of the Initial Phase as detailed and outlined in this Agreement and the Construction Plans for such Initial Phase. Developer further agrees that it will cause the Retail Phase to be constructed on the Development Property in accordance with this Agreement and the Construction Plans for such Retail Phase which Construction Plans shall be developed and submitted to the City if and when suitable commercial tenants are identified and secured to fill and use the Retail Portion.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Initial Phase, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. Furthermore, if and when suitable commercial tenants are identified and secured to fill and use the Retail Portion, Developer shall cause additional

Construction Plans to be prepared and provided for the Retail Phase, which shall be subject to approval by the City as provided in this Section 3.2. These additional Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations.

The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Initial Phase and/or the Retail Phase, respectively; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2020; or (ii) by such later date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Initial Phase or Retail Phase, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Initial Phase or Retail Phase.

The Certificate of Completion may be recorded in the Wapello County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to cause the completion of the particular Phase in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion. Failure by the City to timely respond to Developer's request for a Certificate of Completion (with either a Certificate of Completion or a written statement of deficiency or Default) shall constitute a waiver of the City's right to object as provided above.

Section 3.5. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed within the time limits set forth herein, as applicable; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens except for liens from Developer's construction or permanent financing lenders or liens which are being diligently and reasonably contested by Developer; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 3.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until Developer's obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes. Developer and its successors agree that prior to the Termination Date, they shall not:

- (a) seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; nor
- (b) seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Development Property.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, their directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain or cause to be maintained a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall cause Developer to complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules and regulations relating to the Development Property and Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status, except as permitted by law.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement and not subject to a legal privilege so that City can determine compliance with this Agreement.

Section 6.6. Employment. At all time prior to the Termination Date, Developer shall rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise which shall employ employees in Minimum Improvements. An Event of Default shall occur if no employees are employed in the Minimum Improvements for twelve (12) consecutive months prior to the filing of an Annual Certification pursuant to Section 6.7.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, duly authorized officers of Developer shall provide an Annual Certification to the City, the form of which is provided in Exhibit E. Upon request, Developer shall promptly provide the City with copies of additional information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2041, both dates inclusive.

Section 6.8. Term of Operation. Developer shall take all commercial reasonable efforts to obtain and retain tenants at the Renovated Facility on the Development Property who will operate businesses therein and satisfy the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the terms of this Agreement and any site/construction plans submitted to the City's building officials; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Minimum Assessment Agreements. Developer agrees to enter into a minimum assessment agreement in substantially the form set forth on Exhibit F hereto, pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Development Property, in

contemplation of the value to be added by the proposed Initial Phase of the Minimum Improvements, at not less than Two Million Dollars (\$2,000,000) as of January 1, 2021. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit F and shall remain in effect through the Termination Date (as hereinafter defined) of this Agreement.

At the Developer's discretion, Developer may propose a second minimum assessment agreement, in substantially the same form set forth on Exhibit F hereto, or an amendment to the original minimum assessment agreement increasing the minimum assessed valuation for the Development Property, when the design of the Retail Phase has been completed, such agreement or amendment to fix a commercially reasonable minimum assessed valuation (subject to approval by both parties and the County Assessor) of the Development Property, in contemplation of the value to be added by the proposed Retail Phase of the Minimum Improvements. It shall be solely the Developer's responsibility to propose such second minimum assessment agreement or amendment to the original minimum assessment agreement, and the City's approval thereof will be subject to all applicable legislative processes.

Developer will provide such designs, schematics, blue prints and/or other reasonable documentation as may be necessary for the Wapello County Assessor to consider and certify the proposed minimum assessed valuation with respect to the any minimum assessment agreement or any amendment thereto.

Upon full execution, including certification by the Wapello County Assessor, the City shall cause each agreement or amendment to be promptly recorded in the Office of the Wapello County Recorder.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except the rental of portions of the Renovated Facility to businesses who will occupy the same) unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City. The foregoing restrictions notwithstanding, Developer shall have the right at its sole discretion, and without prior consent of the City, to make a collateral assignment of its rights to receive Economic Development Grants hereunder to a creditor and thereby secure a credit facility undertaken in connection with the financing of the construction of the Minimum Improvements.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal

Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000), pursuant to the following schedule, terms and conditions.

b. Schedule of Grants. Assuming the substantial completion of the Initial Phase by December 31, 2020, and full assessment of the Minimum Improvements on January 1, 2021 pursuant to the Minimum Assessment Agreement, and debt certification by the City to the Auditor prior to December 1, 2021, the Economic Development Grants shall commence on June 1, 2023 and end on June 1, 2042 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

June 1, 2023	100% of Tax Increments for the Fiscal Year 22-23
June 1, 2024	100% of Tax Increments for the Fiscal Year 23-24
June 1, 2025	100% of Tax Increments for the Fiscal Year 24-25
June 1, 2026	100% of Tax Increments for the Fiscal Year 25-26
June 1, 2027	100% of Tax Increments for the Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for the Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for the Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for the Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for the Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for the Fiscal Year 36-37
June 1, 2038	100% of Tax Increments for the Fiscal Year 37-38
June 1, 2039	100% of Tax Increments for the Fiscal Year 38-39
June 1, 2040	100% of Tax Increments for the Fiscal Year 39-40
June 1, 2041	100% of Tax Increments for the Fiscal Year 40-41
June 1, 2042	100% of Tax Increments for the Fiscal Year 41-42

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements and the Development Property (land and building value above the Base Valuation) under the terms of the

Ordinance and deposited into the Highlands Development I, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

e. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement in no event shall exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000) over the twenty (20) year period. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements and the Development Property (land and building value above Base Valuation). The City makes no assurance that the Developer will receive Economic Development Grants which reach the twenty-year aggregate maximum of \$3,800,000.

f. Timing of Payments. After the Initial Phase of the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer’s Annual Certification is timely filed and contains the information required under Section 6.7, then the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 assuming Developer is in compliance with this Agreement at time of payment. (Example: assuming completion of construction of the Initial Phase of the Minimum Improvements by December 31, 2020 and first full assessment on January 1, 2021, if Developer provides their Annual Certification in October 2021, then the City will certify to the County by December 1, 2021, and the first Economic Development Grant would be paid to Developer on June 1, 2023 (for 100% of the Tax Increment for fiscal year 22-23)).

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and the payment of real property taxes; and

b. timely filing of the Annual Certification required under Section 6.7 hereof and the Council’s approval thereof.

In the event that an Event of Default occurs and is continuing beyond any applicable notice and cure periods or any certification filed by Developer under Section 6.7 (or other information) discloses

the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1.

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Highlands Development I, LLC TIF Account of the West Gate Economic Development Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees, to the extent allowed by law, to maintain the Ordinance in force with respect to the Development Property during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Highlands Development I, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from a court of competent to the effect that the

use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted and interpreted by the court. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as Economic Development Grants, and under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the West Gate Economic Development Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.5. Other Obligations. Except as set forth in Section 8.4, the City shall not pledge the Tax Increments to the payment or security of any other obligation, including but not limited to bonds, notes, loans, leases, urban renewal development or redevelopment contracts without prior, written consent from Developer.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights

under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer's interests in the Development Property, Renovated Facility, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Renovated Facility;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or

liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer, and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City shall have no obligation to make payment of the Economic Development Grants to Developer subsequent to the Event of Default; and/or

e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever the Developer is found by a court of competent jurisdiction to have committed an Event of Default and the City has employed attorneys or incurred other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Highlands Development I, LLC at 5775 NW 64th Terrace, Suite 204, Kansas City, MO, Attn: Christopher Williams, Member;
- b. In the case of the City, is addressed to or delivered personally to the City at 105 E 3rd Street, Ottumwa, IA 52501 Attn: Chris Reinhard, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior

agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2043 unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]



(SEAL)

CITY OF OTTUMWA, IOWA

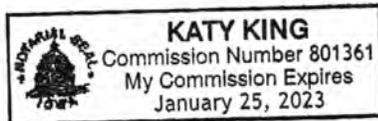
By: Tom Lazio
Tom Lazio, Mayor

ATTEST:

By: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 19th day of May, 2020, before me a Notary Public in and for said State, personally appeared Tom Lazio and Chris 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 Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Ottumwa]

HIGHLANDS DEVELOPMENT I, LLC,
a Missouri limited liability company

By: [Signature]
Christopher Williams, Member

STATE OF Missouri)
COUNTY OF Jackson) SS

On this 8th day of May, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Christopher Williams, to me personally known, who, being by me duly sworn, did say that he is a Member of Highlands Development I, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

[Signature]
Notary Public in and for State of Missouri



LISA B PYCIOR
My Commission Expires
June 21, 2020
Jackson County
Commission #16303654

[Signature page to Agreement for Private Development – Highlands Development I, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot 1, Ottumwa Square First Addition to the City of Ottumwa, Wapello County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of an existing facility on the Development Property, including the construction of building façade upgrades, building interior renovations, new roofing, parking lot improvements, and other associated building improvements. Construction costs are expected to be approximately \$8,000,000.

Initial Phase means the build out and renovation of the approximately 15,000 square feet of the interior of the building which will comprise the medical office/clinic for the V.A. and the exterior façade improvements on the north side of the facility for the new V.A. clinic entrance. The construction of the Initial Phase of the Minimum Improvements will be substantially completed by December 31, 2020.

EXHIBIT C
CERTIFICATE OF COMPLETION FOR _____ PHASE OF THE MINIMUM IMPROVEMENTS

WHEREAS, the City of Ottumwa, Iowa, (the "City") and Highlands Development I, LLC, a Missouri limited liability company, ("Developer"), did on or about the _____ day of _____, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1, Ottumwa Square First Addition to the City of Ottumwa, Wapello County, Iowa

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to cause the construction of certain Minimum Improvements in accordance with the Agreement (as defined therein); and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said _____ Phase of the Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to cause the construction of the _____ Phase of the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Wapello County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the _____ Phase of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF OTTUMWA, IOWA

By: _____
Tom Lazio, Mayor

ATTEST:

By: _____
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this ____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Tom Lazio and Chris 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 Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Minimum Improvements – City of Ottumwa]

COUNTY RECORDER'S CERTIFICATE

I, _____, County Recorder of Wapello County in the State of Iowa, hereby certify that on the _____ day of _____, 2020, there was filed in my office a copy of a Memorandum of Agreement for Private Development dated _____, 2020, by and between the City of Ottumwa in the State of Iowa, and Highlands Development I, LLC, approved by the City Council on the _____ day of _____, 2020, all duly certified, for recording and the same is recorded in Book _____ at Page _____ of the records in my office.

County Recorder of Wapello County in the State
of Iowa

(COUNTY SEAL)
01717572-1\10981-145

EXHIBIT D

Type of Document: MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT
BETWEEN THE CITY OF OTTUMWA and HIGHLANDS
DEVELOPMENT I, LLC

Return Document to: City Clerk
City of Ottumwa
105 E Third Street
Ottumwa, IA 52501

Preparer Information: Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: Lot 1, Ottumwa Square First Addition to the City of Ottumwa, Wapello County, Iowa

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Ottumwa, Iowa ("City") and Highlands Development I, LLC, a Missouri limited liability company, ("Developer"), did on or about the 19 day of May, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the West Gate Economic Development Urban Renewal Plan ("Plan"), as amended, to develop certain real property located within the City and within the West Gate Economic Development Urban Renewal Area, as amended.

The Development Property is described as follows:

Lot 1, Ottumwa Square First Addition to the City of Ottumwa, Wapello County, Iowa

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the 19 day of May, 2020 and terminates on December 31, 2043, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Ottumwa, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 19 day of May, 2020.

[Remainder of page intentionally left blank; signature page follows]



(SEAL)

CITY OF OTTUMWA, IOWA

By: Tom Lazio
Tom Lazio, Mayor

ATTEST:

By: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 19th day of May, 2020, before me a Notary Public in and for said State, personally appeared Tom Lazio and Chris 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 Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Ottumwa]

HIGHLANDS DEVELOPMENT I, LLC,
a Missouri limited liability company

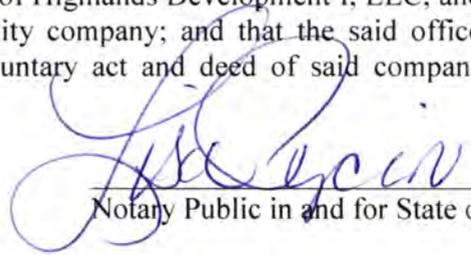
By: 
Christopher Williams, Member

STATE OF Missouri)
COUNTY OF Jackson) SS

On this 8th day of May, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Christopher Williams, to me personally known, who, being by me duly sworn, did say that he is a Member of Highlands Development I, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



LISA B PYCIOR
My Commission Expires
June 21, 2020
Jackson County
Commission #16303654


Notary Public in and for State of Missouri

[Signature page to Memorandum of Agreement for Private Development – Highlands Development I, LLC]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owed by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 20__, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) The Minimum Improvements are occupied by the following commercial enterprise(s) employing individuals therein:

1	2
Name of Occupant	Square Footage of Minimum Improvements Utilized by Occupant

(iv) The undersigned officer of Developer is familiar with the terms and provisions of this Agreement and certifies that Developer is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

HIGHLANDS DEVELOPMENT I, LLC

By: _____
 Its: _____

Attachments: Proof of payment of taxes
[Signature page to Developer Annual Certification – Highlands Development I, LLC]

COUNTY RECORDER'S CERTIFICATE

I, _____, County Recorder of Wapello County in the State of Iowa, hereby certify that on the _____ day of _____, 2020, there was filed in my office a copy of a Minimum Assessment Agreement dated _____, 2020, by and between the City of Ottumwa in the State of Iowa, and Highlands Development I, LLC, approved by the City Council on the _____ day of _____, 2020, all duly certified, for recording and the same is recorded in Book _____ at Page _____ of the records in my office.

County Recorder of Wapello County in the State
of Iowa

(COUNTY SEAL)
01717573-1\10981-145

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City Clerk, City of Ottumwa, 105 E Third Street, Ottumwa, IA 52501

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT
BETWEEN THE CITY OF OTTUMWA
AND
HIGHLANDS DEVELOPMENT I, LLC

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of the ___ day of _____, 2020, by and between the CITY OF OTTUMWA, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended; and HIGHLANDS DEVELOPMENT I, LLC, a Missouri limited liability company having offices for the transaction of business at _____, IA (the “Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of ___ day of _____, 2020 (“Agreement” or “Development Agreement”) regarding certain real property located in the City’s West Gate Urban Renewal Area, which is legally described as follows:

Lot 1, Ottumwa Square First Addition to the City of Ottumwa, Wapello County, Iowa

(the “Development Property”);

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer undertake the construction of Minimum Improvements (as described in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City, and

Developer desire to establish a minimum actual value for the buildings on the Development Property following completion of the Initial Phase of the Minimum Improvements by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Assessor for Wapello County, Iowa have reviewed the preliminary plans and specifications for the Initial Phase of the Minimum Improvements that are contemplated to be constructed; and

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Initial Phase of the Minimum Improvements, but in no event no later than January 1, 2021, the Minimum Actual Value fixed for assessment purposes for the Development Property (building and land value) in the aggregate shall be not less than Two Million Dollars (\$2,000,000), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of the Termination Date set forth in the Development Agreement ("Assessment Termination Date"). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer or Owner, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the buildings on the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the buildings on the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the buildings on the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Wapello County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

7. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

8. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

9. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed

a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Remainder of this page is blank. Signatures start on the next page.]



SEAL)

CITY OF OTTUMWA, IOWA

By: Tom Lazio
Tom Lazio, Mayor

ATTEST:

By: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 19th day of May, 2020, before me a Notary Public in and for said State, personally appeared Tom Lazio and Chris 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 Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Katy King
Notary Public in and for the State of Iowa



[Signature page to Minimum Assessment Agreement – City of Ottumwa]

HIGHLANDS DEVELOPMENT I, LLC,
a Missouri limited liability company

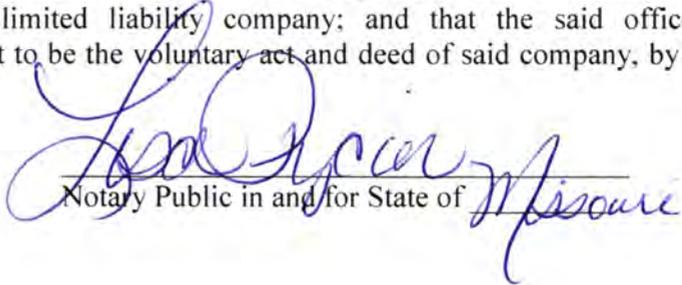
By: 
Christopher Williams, Member

STATE OF Missouri)
COUNTY OF Jackson) SS

On this 8th day of May, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Christopher Williams, Member, to me personally known, who, being by me duly sworn, did say that he is a Member of Highlands Development I, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.



LISA B PYCIOR
My Commission Expires
June 21, 2020
Jackson County
Commission #16303654


Notary Public in and for State of Missouri

[Signature page to Minimum Assessment Agreement – Highlands Development I, LLC]

**EXHIBIT F (Cont.)
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property (building and land value only) in the aggregate upon substantial completion of the Initial Phase of the Minimum Improvements, but no later than January 1, 2021, shall be at least Two Million Dollars (\$2,000,000), before rollback, until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

Assessor for Wapello County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

Subscribed and sworn to before me by _____, Assessor for Wapello County, Iowa on this ____ day of _____, 2020.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

01693649-1\10981-145

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am
said Wapello County, Iowa and of general circulation the

HIGHLANDS DEVELOPEMENT

CITY OF OTTUMWA – CHRIS REINHARD

newspaper for 1 consecutive week's to C
and in my presence, by the said 8TH day of MAY



Printer's fee \$60.20

COPY OF / T

Development Agreement (the "Agreement") with Highlands Development I, LLC (the "Developer"). Due to public health concerns related to COVID-19, as authorized by emergency proclamation of the Governor of the State of Iowa, the Council Chambers will NOT be open to the public to attend the public hearing and meeting in person; instead, the public may access the meeting electronically, pursuant to Iowa Code Section 21.8, in the manner specified below: The public may access the meeting by telephone as follows: (641) 683-4581 Please check the posted agenda in advance of the May 19, 2020 meeting for any updates to the manner in which the public may access the hearing. The Agreement would obligate the Developer to construct certain Minimum Improvements consisting of the renovation of an existing facility including building facade upgrades, building interior renovations, new roofing, and parking lot improvements, together with other associated building improvements and related site improvements (as further defined in the Agreement) on certain real property located within the West Gate Economic Development Urban Renewal Area as defined and legally described in the Development Agreement (the "Development Property"), under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would also require the Developer to rent, or use reasonable commercial efforts to rent, the Minimum Improvements to a commercial enterprise that would employ employees in Minimum Improvements. The Agreement would further obligate the City to make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed \$3,800,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement also proposes that Developer and the City will enter into one or more Minimum Assessment Agreements with the County setting the minimum actual value of the Minimum Improvements for tax purposes. At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon

the proposal to authorize said Agreement. All persons wishing to observe or participate in the meeting and/or public hearing may do so by accessing the meeting as directed above, and may also submit comments to the City prior to the meeting. At the above meeting, the Council shall receive oral or written objections, from any resident or property owner of said City, to the Agreement. Please contact the City Clerk's office at (641) 683-0620 or reinhardc@ci.ottumwa.ia.us if you have questions about the electronic format of the meeting or electronic accessibility issues. To receive a copy of the Agreement for inspection, please email the Director of Health, Inspections, Solid Waste, and Planning & Development at fianagank@ci.ottumwa.ia.us or call (641) 451-4990. This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa. Dated this 8th day of May, 2020. Christina Reinhard City Clerk, City of Ottumwa in the State of Iowa

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NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HIGHLANDS DEVELOPMENT I, LLC, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing at its meeting on May 19, 2020, which begins at 5:30 P.M., at which meeting the Council proposes to take action on the proposal to enter into a

PH Notice -
Development Agt
Highlands

2020 MAY -7 PM 4:28

OTI

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 110 - 2020, a Resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

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

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

RECOMMENDATION: Pass and adopt Resolution No. 110 - 2020

DISCUSSION: The City abated nuisances on all of the properties on this resolution and subsequently billed the property owners for the cost of the abatement. Properties owners on the resolution did not pay the invoice, therefore the costs will be assessed as real estate taxes. All properties on the resolution were demolished and the sum of the associated costs is \$67,251.56.

RESOLUTION NO. 110 – 2020

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 422 S. Ferry, 1010 E. Fourth, 902 S. Hancock, 1006 Tuttle and 204 S. Van Buren were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

1. 422 S. Ferry – legal description – Lot 70 in Williams Park Addition to the City of Ottumwa, Wapello County, Iowa, owner Richard and Brenda Fitzsimmons and the nuisance abatement costs are \$19,634.90 – Parcel #007417310067000.
2. 1010 E. Fourth – legal description – Lot 4 in block 10 in Blake's Addition to the City of Ottumwa, Wapello County, Iowa, owners Jacob Corder and Jennifer Carnahan and the nuisance abatement costs are \$20,352.03 – Parcel #007410120081000.
3. 902 S. Hancock – legal description – Lot 1 in Block 3 in Harding Park Addition to the City of Ottumwa, Wapello County, Iowa, owners Daniel and Christy Hamre and the nuisance abatement costs are \$5,184.77 – Parcel #007416540114000.
4. 1006 Tuttle – legal description – Lot 18 in Block 5 in Harding Park Addition to the City of Ottumwa, Wapello County, Iowa, owners William and Ladonna Beall and the nuisance abatement costs are \$13,123.69 – Parcel #007416540250000.
5. 204 S. Van Buren – legal description – The North 75 feet of Lots 10, 11 and 12 in block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa, owners Charles and Bonnie Denham and the nuisance abatement costs are \$8,956.17 – Parcel #007411010048000.

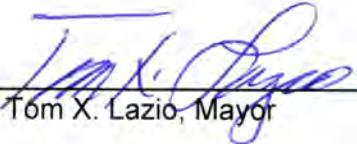
NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.

Passed and adopted this 19th day of May 2020

City of Ottumwa, Iowa

ATTEST:


Christina Reinhard, City Clerk


Tom X. Lazio, Mayor

Item No. H.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FEBRUARY 14 AM 11:35
OTTUMWA

Council Meeting of: May 19, 2020

Street Maintenance
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #111-2020. Budget Amendment to add an additional 2 1/2 Ton Dump Truck to the Street Department.

****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 #111-2020. Approve budget amendment adding second 2.5 ton dump truck.

DISCUSSION: On an annual basis, the City mechanics perform an evaluation of City Equipment. Based upon that evaluation, it was recommended that two 2 1/2 Ton Dump Trucks be replaced in the upcoming Fiscal Year. This recommendation was presented and accepted by the Fleet Committee. The funds are available in the Fleet Escrow account. During budgeting, the second truck was inadvertently omitted. This budget amendment will add \$175,000 for the purchase of that second dump truck.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #111-2020

A RESOLUTION APPROVING A BUDGET AMENDMENT TO ADD AN ADDITIONAL 2 ½ TON DUMP TRUCK TO THE STREET DEPARTMENT.

WHEREAS, Annual evaluations of the City's equipment were made, and it was recommended two 2 ½ Ton dump trucks be replaced; and

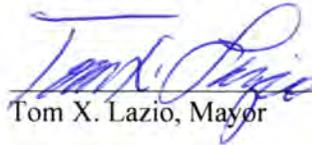
WHEREAS, This recommendation was presented to, and approved by the Fleet Committee; and

WHEREAS, The funds are available through the Fleet Escrow account.

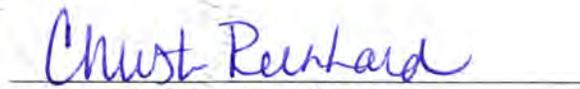
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Amendment of the budget to add \$175,000 from the Fleets Escrow account for a second 2 ½ Ton Dump Truck the Fleet Escrow account is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of May 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2020 MAY 14 AM 11:35
CITY OF OTTUMWA

Council Meeting of: May 19, 2020

Alicia Bankson

Prepared By

Department Head

Engineering Department

Department

City Administrator Approval

AGENDA TITLE: Resolution #112-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 Asphalt Street Repair Program.

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #112-2020.

DISCUSSION: Our annual Asphalt Paving program was created in 2003. It is a unit price contract that we bid with Asphalt tonnage ranges. Expanded Street Repair Program (ESRP) is funded by Local Option Sales Tax (LOST) revenue. This project was awarded to Norris Asphalt Paving of Ottumwa, Iowa on May 7, 2019.

Change Order #1 decreases the contract sum by \$743,478.66 for the reduction of quantity adjustments.

Norris Asphalt Paving of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Original Contract Amount	\$1,125,056.00
Change Order #1	(\$743,478.66)
New Contract Amount	\$381,577.34
Less Previous Payments	\$361,600.30
 Final Amount Due	 \$19,977.04

Funding Source:	\$926,978.00	FY 2012/2013
	\$950,000.00	FY 2013/2014
	\$480,000.00	FY 2014/2015
	\$700,000.00	FY 2015/2016
	\$1,000,000.00	FY 2016/2017
	\$800,000.00	FY 2017/2018
	\$1,250,000.00	FY 2018/2019 (Includes \$460,000 E. Main St. Reconstruction)
	\$350,000.00	FY 2019/2020

Source of Funds: Road Use

Budgeted Item: X

Budget Amendment Needed: No

RESOLUTION #112-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE 2019 ASPHALT STREET REPAIR PROGRAM.

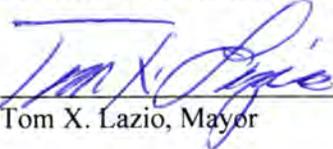
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on May 7, 2019 with Norris Asphalt Paving of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$743,478.66. The total new contract sum is \$381,577.34. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The 2019 Asphalt Street Repair Program is hereby accepted as complete and authorization to make final payment to Norris Asphalt Paving of Ottumwa, Iowa in the amount of \$19,977.04 is hereby approved.

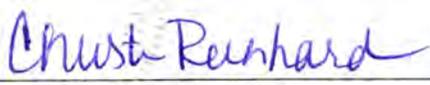
APPROVED, PASSED, AND ADOPTED, this 19th day of May, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2019 Asphalt Program

To Contractor: Norris Asphalt Paving

Change Order Number: 1

The Contract is changed as follows:

Qty Adjustment

1-May-19
<u>-\$743,478.66</u>
<u> </u>
Total: <u>(\$743,478.66)</u>

Base bid amount \$1,125,056.00

NEW PROJECT TOTAL \$381,577.34

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$1,125,056.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$1,125,056.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$743,478.66)</u>
The new Contract Sum including this change order	<u>\$381,577.34</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

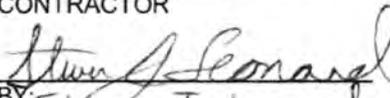
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/ PUBLIC WORKS DIRECTOR

105 E. 3rd St.
ADDRESS

Ottumwa, IA 52501

Norris Asphalt Paving
CONTRACTOR


BY: Steven J Leonard

VP
TITLE:

5/1/20
DATE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 Asphalt Program

PAY REQUEST NO. 2

Final

FROM CONTRACTOR: Norris Asphalt Paving Co.

PAY PERIOD: 1-May-20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$1,125,056.00</u>
2. Net change by Change Orders	<u>(\$743,478.66)</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$381,577.34</u>
4. Total Completed and Stored to Date	<u>\$381,577.34</u>
5. Retainage: 0% of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$381,577.34</u>
7. Less Previous Payments	<u>\$361,600.30</u>
8. Current Payment Due	<u>\$19,977.04</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Norris Asphalt Paving
BY: Steven J Leonard
Steven J Leonard

DATE: 5/1/20
TITLE: VP

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

ENGINEER: Phil Byrnes

AMOUNT CERTIFIED: \$19,977.04

DATE: 05-01-2020

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Alicia Bankson

Prepared By

Alicia Bankson

Department Head

Engineering Department

Department

Doug Rute

City Administrator Approval

AGENDA TITLE: Resolution #114-2020. Approve Change Order #5 for the Main Street (Downtown Streetscape) Reconstruction Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #114-2020.

DISCUSSION: Change Order #5 addresses costs associated with additional sewer separation.

Additional cost to supply additional 16" x 6" mechanical joint tee for water main and to lower previously installed sanitary sewer in 300 block. Unit prices were reduced for mid-block bridge from \$16,000 to \$14,500 for each unit.

Change Order #5 decreases the contract amount by \$5,123.05. The new contract sum is \$5,145,443.33.

Funding:	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Total	\$5,982,665

Base bid	\$5,096,359.30
CO 1	\$ 30,194.36
CO 2	\$ 3,987.50
CO 3	\$ 8,139.72
CO 4	\$ 11,885.50

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

CO 5 \$ (5,123.05)
New Contract Sum \$5,145,443.33 Portzen Contract
Resident Engineer \$ 300,000.00 Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #114-2020

A RESOLUTION APPROVING CHANGE ORDER #5 FOR THE EAST MAIN
RECONSTRUCTION PROJECT

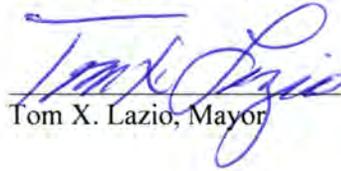
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #5 decreases the contract amount by \$5,123.05 resulting in a new contract sum of \$5,145,443.33;

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

APPROVED, PASSED, AND ADOPTED, this 19th day of May, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Christina Reinhard, City Clerk



Change Order Request

Ottumwa Main St.
Project #19-13

April 23, 2020

Larry Seals
City of Ottumwa

Change Order Request 5
Pages 1

We propose to provide equipment, labor, and materials to complete the following change order:

Lowering Sanitary Main and Water Main Tee

Description	Qty	Unit	Cost	Total
1 18" x 8" MJ Tee	1	EA	\$ 1,900.00 \$	1,900.00
2 Equipment to Lower Sanitary After Installment	1	LS	\$ 460.00 \$	460.00
3 Labor to Remove, Adjust, and Install New Material	1	LS	\$ 1,164.50 \$	1,164.50
4 10% Overhead & Profit	1	LS	\$ 352.45 \$	352.45

Total Additions or (Deductions) from the contract:	\$	3,876.95
Total Contract Adjustment requested:	\$	<u>3,876.95</u>

If you have any questions regarding this proposal, please contact our office.

Sincerely,
Mike Portzen Jr.
Project Manager

Please Sign if Proposal is ACCEPTED

Authorized Person(s)

Sign: _____
Date: _____

CITY OF OTTUMWA

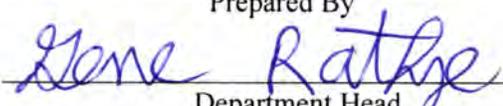
Staff Summary

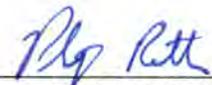
2020 MAY 14 AM 11:34

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Parks Department
 Department

Alicia Bankson
 Prepared By

 Department Head


 City Administrator Approval

AGENDA TITLE: Resolution #116-2020. Approving Change Order #1 and Accepting the Work as Final and Complete and Approving the Final Pay Request for Beach Renovations Phase 4 – RFP 7X, Wood Fence Repairs Project.

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #116-2020.

DISCUSSION: The City Council approved the contract in the amount of \$4,560.00 to Ramsey Paint Contracting of Ottumwa, Iowa on November 5, 2019. This project entailed repair of damaged fencing and repainting of the south wood fence.

Change Order #1 addresses additional repair and repainting in the amount of \$1,100.00.

The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project and authorize final payment and release all retainages.

Contract Summary is as follows

Original Contract Amount	\$4,560.00
Change Order #1	\$1,100.00
New Contract Sum	\$5,660.00
Less Previous Payments	\$4,332.00
 Final Amount Due	 \$1,328.00

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$ 115,375.00	(complete)
Wave Generation Equipment Installation	\$ 34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$ 8,026.76	(complete)
Slide Repair/Restoration	\$ 66,500.00	(in progress)
Slide Structural Support Repainting	\$ 113,687.75	(in progress)
Volleyball Court Reconstruction	\$ 75,000.00	(estimated)
New Shade Structure Installation	\$ 108,898.54	(in progress)

Source of Funds: \$700,000 Bond Proceeds

Budgeted Item: X

Budget Amendment Needed: No

Total \$ 522,097.95

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements (Draining Improvements)	\$	23,236.80	(complete)
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	5,660.00	(complete)
Final Landscaping and Seeding	\$	15,000.00	(estimated)
Dedication Plaque	\$	2,868.92	(complete)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>116,947.78</u>	

Total Phase 4 Costs:

Contracts	\$	522,097.95
RFP's	\$	116,947.78
Total	\$	639,045.73 *

Funding: Phase 4 \$ Available from Bond Proceeds: \$700,000.00

* Total does not include costs associated with staff time and minor expenses.

RESOLUTION #116-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS
FINAL AND COMPLETE FOR THE BEACH PHASE 4, RFP 7X,
WOOD FENCE REPAIRS PROJECT

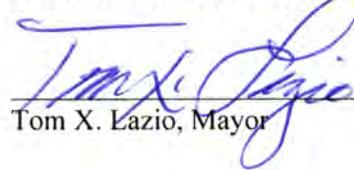
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on November 5, 2019 with Ramsey Paint Contracting of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$1,100.00 for final quantity adjustments. The new contract sum is \$5,660.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Beach Renovations Phase 4, RFP 7X Wood Fence Repairs Project is hereby accepted as complete and authorization to make final payment to Ramsey Paint Contracting of Ottumwa, Iowa in the amount of \$1,328.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of May 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Beach Ottumwa-RFP #7X Wood Fence Repairs To Contractor: Ramsey Paint Contracting

Change Order Number: 1

The Contract is changed as follows:
Additional Fence Work

DATE

\$1,100.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Total: \$1,100.00

Base bid amount \$4,560.00

NEW PROJECT TOTAL \$5,660.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$4,560.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$4,560.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$1,100.00</u>
The new Contract Sum including this change order	<u>\$5,660.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

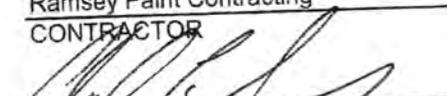
The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/
DIRECTOR OF PUBLIC WORKS

11 MAY 2020
DATE

Ramsey Paint Contracting
CONTRACTOR

5/11/20
DATE


BY

OWNER
TITLE

ramsey

PAINT CONTRACTING

12621 145th Ave.
Ottumwa, IA 52501

INDUSTRIAL - COMMERCIAL - RESIDENTIAL
SAND BLASTING - PAINT - SPECIAL COATINGS
Office (641) 682-6070 Fax (641) 683-6763

Invoice

Date	5/11/20
Invoice #	2619

Bill To
City of Ottumwa
C/O Dwight

P.O. No.	Work Performed At:
	Beach-Ottumwa Fence repair and paint

Description of Work Performed	Amount
Change order and retention amount for additional work on wood fence at south end of wave pool	\$1328.00
Total	\$1,328.00

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided. The above work was completed substantially in a workmanlike manner for the agreed sum of _____ Dollars (\$ 1328.00).

DED
BEACH PH 4 - RFP 7X

This is a Partial Full invoice due and payable by _____ in accordance with our Agreement Proposal

Dated _____

A finance charge of 1.5% per month will be charged on unpaid balances over 30 days.

CITY OF OTTUMWA

2020 MAY 14 AM 11:34
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 19, 2020

Parks & Recreation
Department

Alicia Bankson
Prepared By
Zone Ratzke
Department Head

Ally Rett
City Administrator Approval

AGENDA TITLE: Resolution #117-2020. Accepting the work as final and complete and approving the Final Pay Request for Phase 4 – Beach Renovations; Slide Structure Repainting.

**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 #117-2020.

DISCUSSION: This project involved providing the labor and equipment to sandblast, prime, and paint the structural steel of the slide stair tower and slide structural steel supports. This work was performed by Mongan Painting Company, Inc. of Cherokee, Iowa.

The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project and authorize final payment and release all retainages.

Original Contract Amount	\$ 110,000.00
Change Order #1	\$ 3,687.75
New Contract Sum	\$ 113,687.75
Less Previous Payments	\$ 108,003.36
 Final Amount Due	 \$ 5,684.39

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$ 115,375.00	(complete)
Wave Generation Equipment Installation	\$ 34,609.90	(complete)

Source of Funds: Bond Proceeds Budgeted Item: Yes Budget Amendment Needed: No

Wave Generation Blower and Motor Repair	\$	8,026.76	(complete)
Slide Repair/Restoration	\$	66,500.00	(in progress)
Slide Structural Support Repainting	\$	113,687.75	(complete)
Volleyball Court Reconstruction	\$	75,000.00	(estimated)
New Shade Structure Installation	\$	108,898.54	(in progress)
Total	\$	<u>522,097.95</u>	

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements (Draining Improvements)	\$	23,236.80	(complete)
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	5,660.00	(complete)
Final Landscaping and Seeding	\$	15,000.00	(estimated)
Dedication Plaque	\$	2,868.92	(complete)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>116,947.78</u>	

Total Phase 4 Costs:

Contracts	\$	522,097.95
RFP's	\$	116,947.78
Total	\$	639,045.73 *

Funding: Phase 4 \$ Available from Bond Proceeds: \$700,000.00

* Total does not include costs associated with staff time and minor expenses.

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #117-2020

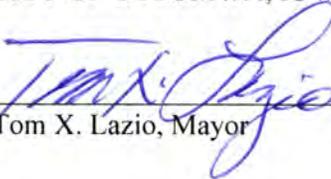
A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE
BEACH PHASE 4, SLIDE STRUCTURE REPAINTING

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 6, 2019 with Mongan Painting Company, Inc. of Cherokee, Iowa for the above referenced project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Beach Phase 4, Slide Structure Repainting is hereby accepted as complete and authorization to make final payment to Mongan Painting Company, Inc. of Cherokee, Iowa in the amount of \$5,684.39 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of May, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Mongan Painting Co., Inc.

720 Sleezer Road
PO Box 515
CHEROKEE, IA 51012

Invoice

Date	Invoice #
5/12/2020	5644

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

Description	Amount
Beach Renovations Phase 4 Slide Structure Repainting-Ottumwa, Iowa Retainage	5,684.39
<i>BEACH-PHASE 4</i> <i>DLI</i>	
Please remit to above address.	Total \$5,684.39

Item No. H.-7.

City of Ottumwa

Staff Summary

2020 MAY 14 PM 2:11

City of Ottumwa

Council Meeting of: May 19, 2020

Item No. 121-2020

Kala Mulder

Prepared By

Kala Mulder

Department Head

Finance Department

Department

[Signature]

City Administrator Approval

Agenda Title: Resolution No. 121-2020, Recommendation to Transfer \$115,880.93 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.



Recommendation: Pass and adopt Resolution 121-2020

Discussion: Outstanding payables listing through 4/22/2020 was for \$174,406.98, \$31,790.05 is to be paid by the YMCA for the youth food program. Also, VenuWorks has agreed to a discount of \$26,736 for the variable costs invoices for a total of \$115,880.93 to be paid to vendors. These expenses will be paid using an internal loan, not to reduce the General Fund fund balance.

RESOLUTION NO. 121-2020

A RESOLUTION TRANSFERING TO BRIDGEVIEW CENTER IN THE AMOUNT OF \$115,880.93 FOR DELINQUENT PAYABLES DUE TO LOST REVENUE RELATED TO COVID-19.

WHEREAS, the City of Ottumwa, Iowa owns the BridgeView Center facility; and

WHEREAS, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf to the city;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa the payment be made to the BridgeView Center for \$115,880.93 to satisfy the City of Ottumwa's financial obligation.

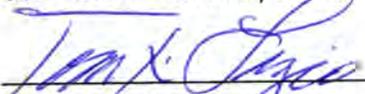
BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a detailed written request for each month to cover costs associated with the Bridgeview Center; and

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.

APPROVED, PASSED AND ADOPTED, this 19th day of May 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

City of Ottumwa
Staff Summary

2020 MAY 14 PM 2: 20

Council Meeting of: May 19, 2020

Item No. 123-2020

Kala Mulder
Prepared By

Finance & Public Works
Department

Kala Mulder
Department Head

[Signature]
City Administrator

Agenda Title: Resolution 123-2020 Revising Policy No. 20-2018, Sewer Charges and Fees, adjusting how the credits are established for homeowners with a swimming pool.



Purpose: To change how the credits are calculated.

Recommendation: Approve Resolution 123-2020 Revised Policy No. 20-2018 and establish Revised Policy No. 20-2018.

Discussion: This policy change states that an irrigation meter will need to be installed to receive a onetime, 50% credit, per calendar year of the excess water used. This policy will take effect July 1, 2020.

RESOLUTION NO. 123-2020

RESOLUTION REVISING POLICY NO. 20-2018, SEWER CHARGES AND FEES, ADJUSTING HOW THE CREDITS ARE CALCULATED AND ESTABLISHING REVISED POLICY 20-2018

WHEREAS, the City of Ottumwa has in effect Policy 20-2018 and

WHEREAS, the City of Ottumwa desires to amend Policy 20-2018 and,

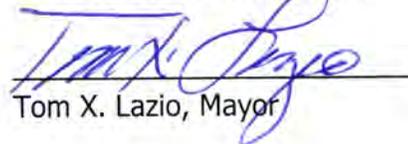
WHEREAS, the City of Ottumwa requests an irrigation meter be installed at the homeowner's expense to receive a credit for a swimming pool fill up.

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

The City of Ottumwa revises Policy 20-2018 to state that an irrigation meter needs installed to receive a onetime, 50% credit, per calendar year of the excess water used establishes Policy 20-2018.

APPROVED, PASSED, AND ADOPTED this 19th day of May 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

REVISED POLICY NO. 20-2018

DEPARTMENTS OF FINANCE/SEWER

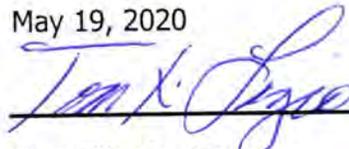
Sewer Charges and Fees

Sewer fees may be adjusted for the following reasons:

1. Leaks and breaks (where the water is not returned to our waste water system), a credit will be provided for excess water usage, the minimum in excess water usage is 2 units or greater in excess of the previous 12 months average billing once the leak/break has been verified to have been repaired. Leak/Break adjustments are a onetime credit. The Engineering department will review and evaluate the request.
2. In other cases which involve large amounts of water and the water is not returned to our system (faucet accidentally left on or vandalism), the minimum in excess water usage of 15 units or greater in excess of the previous 12 months average billing will receive a onetime 50% credit per account.
3. In the case of a swimming pool fill up, an irrigation meter would need to be installed at the homeowner's expense. Customers will receive a onetime, 50% credit, per calendar year of the excess water used.
4. Customers will be billed for one-half the monthly base rate if service is less than 15 days and for the entire month if service is over 14 days.

Approved by the Ottumwa City Council

May 19, 2020



Tom X Lazio, Mayor