



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 37  
Bridge View Center, 102 Church St.

November 19, 2024  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member McAntire, Caviness, Reid, Galloway, Hoffman  
Council Member Galloway acting as Mayor Pro Tem.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 35 on November 5, 2024 and Special Work Session No. 36 on November 12, 2024 as presented.
  2. Acknowledge and approve November 19, 2024 Claims List as submitted by the Finance Department.
  3. Authorizing the Mayor Pro Tem to sign lease Agreements between the City of Ottumwa and Girl's Softball, Adult Softball, Adult Soccer, Babe Ruth Baseball and Ottumwa Little League for a term that runs January 1, 2025 through December 31, 2026.
  4. Approving a Conflict of Interest Waiver for Ahlers & Cooney, P.C. between the City of Ottumwa and the Ottumwa Community School District.
  5. Resolution No. 263-2024, designating Proxy for the City of Ottumwa for the Iowa Community Assurance Pool (ICAP).
  6. Resolution No. 264-2024, designating Proxy for the Ottumwa/Wapello County Landfill for the Iowa Community Assurance Pool (ICAP).
  7. Beer and/or liquor applications for: Dollar General Store #30778, 616 W. Mary St.; all applications pending final inspections.
- C APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
- All items on this agenda are subject to discussion and/or action.*
- E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:  
(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)
- F. PUBLIC HEARING:
1. This is the time, place and date set for a Public Hearing to consider a lease agreement for 200 acres of hay ground located at the Ottumwa Regional Airport to Calvin Van Genderen for \$6,000 annually for a term of three years.
    - A. Open the public hearing.
    - B. Close the public hearing.
    - C. Resolution No. 254-2024, authorizing a lease agreement with Calvin Van Genderen for 200 acres of hay ground located at the Ottumwa Regional Airport for \$6,000 annually for a term of three years, commencing on March 1, 2025.

RECOMMENDATION: Pass and adopt Resolution No. 254-2024.

G. ORDINANCES:

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

I. RESOLUTIONS:

1. Resolution No. 251-2024, authorizing FY25 First Quarter Transfers as submitted by Finance.

RECOMMENDATION: Pass and adopt Resolution No. 251-2024.

2. Resolution No. 266-2024, designating depositories for City Monies and City Funds not to exceed the sums indicated per financial institution.

RECOMMENDATION: Pass and adopt Resolution No. 266-2024.

3. Resolution No. 267-2024, removing special assessments applied to 419 South Foster contained in multiple Resolutions from 2003 to 2021.

RECOMMENDATION: Pass and adopt Resolution No. 267-2024.

4. Resolution No. 268-2024, Accepting the bid of \$18,525 with insulation replacement of \$4.00 per Square Foot to Hawkeye Flat Roof Solutions, LLC for the WPCF Blower Building Reroofing Project.

RECOMMENDATION: Pass and adopt Resolution No. 268-2024.

5. Resolution No. 269-2024, establishing a rental fee and damage deposit for the Boy Scout Building.

RECOMMENDATION: Pass and adopt Resolution No. 269-2024.

6. Resolution No. 270-2024, setting the date for a public hearing on the proposal to convey interests in real property to the Iowa Department of Transportation.

RECOMMENDATION: Pass and adopt Resolution No. 270-2024.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

ADJOURN

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

**\*Items on the TABLE:**

1. Resolution No. 147-2024, approving an agreement with McMahon Associates, Inc. for Professional Consulting Services.

RECOMMENDATION: Pass and adopt Resolution No. 147-2024.



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 11/15/2024 TIME: 10:20  
~~10:00~~ AM NO. OF PAGES 4  
(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 #37 to be held on 11/19/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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 FAX MULTI TX REPORT  
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JOB NO. 0218  
 DEPT. ID 4717  
 PGS. 4

TX INCOMPLETE -----  
 TRANSACTION OK 916606271885  
 916416823269  
 ERROR 916416847834  
 916416828482

KTVO  
 Ottumwa Waterworks  
 Ottumwa Courier  
 Tom FM



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TX REPORT  
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OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 35  
Bridge View Center, 102 Church St.

November 5, 2024  
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Galloway, Hoffman, McAntire, Caviness and Reid.  
Council Member Galloway is acting Mayor Pro Tem.

Hoffman moved, seconded by McAntire to approve consent agenda: Mins. from Special Mtg. No. 32 on Oct. 8, 2024, Regular Mtg. No. 33 on Oct. 15, 2024 and Special Work Session No. 34 on Oct. 22, 2024 as presented; Ack. and approve Nov. 5, 2024 Claims List submitted by Finance; Recommend re-appointment of John Ohlinger to Zoning Brd. of Adj., term to exp. 12/12/2029; re-appointment of Mike Sammons to Ottumwa Housing Auth., term to exp. 11/22/2026; appointment of Cyan Bossou to Human Rights Comm., term to exp. 7/1/2026 due to a vacancy; appointment of Jane Cardenzana to Cemetery Brd. of Trustees, term to exp. 7/1/2029 due to a vacancy; and Lorna Bengé to Historic Preservation Comm., term to exp. 1/1/2026 due to a vacancy; Civil Service Elig. Lists for Oct. 23, 2024: Auto Mechanic Entrance, Firefighter Entrance, Police Officer Entrance and Engineering Tech I Entrance; Proclamation Ottumwa as Bacon Capital of America with JBS hosting Bacon Town Nov. 9, 2024; Auth. Mayor Pro Tem to sign lease agt. with Central Cable Contractors for use of land at Ottumwa Reg. Airport; Approve purchase of (2) 2025 Ford Police Interceptor Utility AWD vehicles from Stiver's Ford of Waukee, IA, (\$49,989 each) total \$99,978 to replace current fleet #421 and #437; Res. No. 242-2024, approving FY24 Annual Urban Renewal Rpt. and ordering report be filed with IA Dept. of Mgmt.; Res. No. 253-2024, setting Nov. 19, 2024 as date for public hearing on proposal to lease 200 acres of hay ground at Ottumwa Reg. Airport; Res. No. 255-2024, approving contract, bonds, and cert. of ins. for WPCF Aeration System Improv. Project; Beer and/or liquor applications for: Garrison Rock, 305 E. Main with OSA (New Ownership); Mexico Lindo, 530 W. Second; Fine Liquor & Tobacco, 819B Albia Rd.; Benchwarmers Eatery & Sports Lounge, 2209 Roemer, with OSA; all applications pending final inspections. Motion carried 4-1. Ayes: Galloway, Hoffman, McAntire, Caviness. Nays: Reid.

McAntire moved, seconded by Hoffman to approve agenda as presented. All ayes.

City Admin. Rath provided update.

Comm. Dev. Dir. Simonson reported on code enforcement process and update to case on 1600 Block of Mable St. that was brought to Council's attention last month.

Mayor Pro Tem Galloway inquired if anyone from the audience wished to speak on any agenda items. There were none.

This was the time, place and date set for a Public Hearing approving plans, specs., form of contract and est. cost for the Cemetery Office and Maint. Bldg. Project. Parks & Rec Dir. Rathje reported on item. Bids are due on Dec. 4, 2024. Caviness heard from citizens who didn't want the bldg. constructed in the cemetery and think it's too expensive. John Hunolt, Chair, Cemetery Brd. of Trustees spoke about the project. No objections rec'd. Caviness moved, seconded by Hoffman to close public hearing. All ayes.

Hoffman moved, seconded by Caviness that Res. No. 244-2024, approving plans, specs., form of contract and est. cost for Cemetery Office and Maint. Bldg. Project, be passed and adopted. All ayes.

This was the time, place and date set for a Public Hearing on proposal to discontinue Public Safety Adv. Committee. Rath reported committee was meeting less frequently and didn't rec any requests. Items are

submitted directly to the dept. so no need for a committee. No objections rec'd. Hoffman moved, seconded by McAntire to close public hearing. All ayes.

Caviness moved, seconded by Hoffman to accept consideration and direct staff to discontinue the Ottumwa Public Safety Adv. Committee by Ord., thirty days following this hearing. All ayes.

Caviness moved, seconded by Hoffman to auth. pymt. of \$21,157.92 to Wapello County Sheriff's Dept. for programming/maintenance fees of the in-house computer software (Central Square). All ayes.

Hoffman moved, seconded by McAntire to approve purchase of one Hotsy 1075BE Power Washer (\$11,448.95) for Recycle Center. All ayes.

McAntire moved, seconded by Hoffman to approve purchase of computer software from ManageEngine (Zoho) (\$14,644) for the VM Host & Tier 1 SAN Upgrade Project. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 240-2024, awarding contract for demolition and clean-up of 851 S. Davis to Don Jones of Ottumwa, IA in the amt. \$5,200, be passed and adopted. All ayes.

Hoffman moved, seconded by Reid that Res. No. 245-2024, approving City of Ottumwa Anti-Harassment Policy, be passed and adopted. All ayes.

Hoffman moved, seconded by Caviness that Res. No. 246-2024, approving updates to City of Ottumwa Personnel Policy, be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 247-2024, awarding contract for demolition and clean-up of 103 S. Adams to Don Jones of Ottumwa, IA in the amt. \$5,000, be passed and adopted. All ayes.

Hoffman moved, seconded by McAntire that Res. No. 248-2024, awarding contract for asbestos abatement and demolition of 225 Paris to Dan Laursen of Ottumwa, IA in the amt. \$11,700 (\$1,000 Abatement, \$10,700 Demolition), be passed and adopted. All ayes.

Hoffman moved, seconded by McAntire that Res. No. 249-2024, awarding contract for asbestos abatement and demolition of 1309 Castle to Dan Laursen of Ottumwa, IA in the amt. \$13,800 (\$3,000 Abatement, \$10,800 Demolition), be passed and adopted. All ayes.

Caviness moved, seconded by McAntire that Res. No. 250-2024, awarding contract for asbestos abatement and demolition of 714 N. Cooper to Weston McKee of Fairfield, IA in the amt. \$24,300 (\$11,900 Abatement, \$12,400 Demolition), be passed and adopted. All ayes.

McAntire moved, seconded by Hoffman that Res. No. 252-2024, fixing amt. for abating a nuisance against certain lots in the City of Ottumwa for 2022 Demolition Assessments, totaling \$228,750.45 for 11 properties, be passed and adopted. All ayes.

Caviness moved, seconded by Reid that Res. No. 256-2024, Accepting work as final and complete and approving Final Pay Request for Green St. Sewer Improvements - Group A Project, be passed and adopted. All ayes.



McAntire moved, seconded by Hoffman that Res. No. 257-2024, auth. Mayor Pro Tem to execute four (4) Perm. Easements and four (4) Temp. Construction Easement Agts. for Construction and Maint. of Public Improv. for CSO Ph. 8, Div. 2 Sewer Separation Project, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 258-2024, approving City of Ottumwa Purchasing Policies and Procedures Revisions submitted by Finance, be passed and adopted. All ayes.

Caviness moved, seconded by Reid that Res. No. 259-2024, approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within Westgate Economic Development Urban Renewal Area to Wash King, Inc.; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Wash King, Inc. in the event that no qualified competing proposals are submitted, be passed and adopted. All ayes.

McAntire moved, seconded by Hoffman that Res. No. 260-2024, removing Special Assessments applied to 419 S Foster on Res. No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021, 41-2023 and on the Weed Cutting Assessment Letters for 2003 Mowing Season, in the amt. \$14,272.88 and accrued interest \$16,387, be passed and adopted. Caviness voiced concerns over not recouping the assessment costs and disposing of the property for much less; could Simonson discuss with the individual who wishes to purchase the lot to see if we can get some of the assessment charges back. Motion failed 2-3. Ayes: Galloway, McAntire. Nays: Hoffman, Caviness, Reid.

McAntire moved, seconded by Hoffman that Res. No. 261-2024, removing Special Assessment for properties with Change of Ownership on Res. No. 200-2024, (105 N. Hancock – \$700.26 & 506 S. Davis - \$282.00) amt. for both properties \$982.26, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 262-2024, approving Land Use Agt. between City of Ottumwa and E80 Plus Constructors, LLC for use of City-Owned Vacant Lots along W. Second for approx. six weeks for \$100 per week, be passed and adopted. All ayes.

Res. No. 147-2024 remains on the TABLE.

There being no further business, McAntire moved, seconded by Hoffman to adjourn. All ayes.

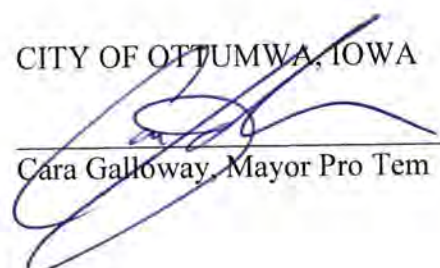
Adjournment was at 7:10 P.M.



ATTEST:

  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Cara Galloway, Mayor Pro Tem

Published in the Ottumwa Courier on 11/14/2024.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 36  
Room 8B – Depot Conference Room

November 12, 2024  
5:30 O’Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Hoffman, McAntire, Caviness, Reid, Galloway.  
Council Member Galloway serving as Mayor Pro Tem.

Hoffman moved, seconded by Caviness to approve agenda as presented. All ayes.

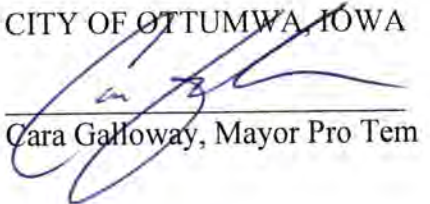
Finance Dir. O’Donnell began - asked Council to identify goals and priorities for upcoming FY26. Will look at our Capital Improvement Plan over the next five yrs. Caviness asked if we can build a budget from the bottom up instead of top down; zero based budgeting. O’Donnell has never seen zero based budgeting work for municipalities.

Council agrees; their priorities and areas of focus are: meet all current obligations; infrastructure; public safety; economic development.

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

Adjournment was at 6:16 P.M.

  
ATTEST:  
  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA  
  
Cara Galloway, Mayor Pro Tem

Published in the Ottumwa Courier on 11/21/2024.

## Item No. B.-2.

CITY OF OTTUMWA		
CLAIMS LISTING - 11/19/24 CITY COUNCIL MEETING		
Vendor Name	Purpose	Amount
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	\$ 172.60
ALLIANT ENERGY COMPANY	ELECTRIC	\$ 45,959.00
BRIDGE CITY SANITATION LL	OTHER PROF SERV	\$ 162,652.70
ELLIOTT OIL COMPANY	FUEL TAX	\$ 8,209.69
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 64.00
OTTUMWA WATER & HYDRO	WATER	\$ 288.12
PITNEY BOWES GLOBAL	POSTAGE & SHIPPING	\$ 1,500.00
ROAD DOCTORS, LLC	OTHER CAPITAL EQUIP	\$ 69,666.00
SOUTHERN IOWA ELECTRIC	ELECTRIC	\$ 85.11
WOODRIVER ENERGY LLC	NATURAL GAS	\$ 3,690.59
ABIGT LETTERING LLC	CONTRACTUAL SERVICES	\$ 120.00
AHLERS & COONEY P.C.	Legal Fees	\$ 426.00
ALL ROADS TRUCK & TRAILER	EQUIP REPAIR	\$ 735.35
AMERICAN TEST CENTER	OTHER PROF SERV	\$ 1,875.00
ANIMAL HEALTH CENTER	OTHER PROF SERV	\$ 248.23
BAILEY OFFICE EQUIPMENT	OFFICE SUPPLIES	\$ 179.32
BLACKHAWK BODYSHOP AND	VHCL MTCE SUPPLIES	\$ 195.95
BLOOMFIELD COMMUNICATIONS	ADVERT/LEGAL PUBL	\$ 28.67
BP	FUEL	\$ 378.25
BRIDGE CITY HOME STORE	TOOLS & SMALL EQUIP	\$ 610.00
BRIDGE VIEW CENTER	CONTRACTUAL SERVICES	\$ 99,720.43
BROWNELLS, INC.	EQUIP REPAIR	\$ 130.94
BUB'S TREE CARE	VHCL MTCE SUPPLIES	\$ 5,440.00
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	\$ 25,142.95
CAPITAL CITY BOILER &	GROUNDS MAINT & REPAIR	\$ 347.50
CARQUEST AUTO	VHCL MTCE SUPPLIES	\$ 196.69
CARROLL CONSTRUCTION SUPP	VHCL MTCE SUPPLIES	\$ 389.05
CENTRAL IOWA FASTENERS	OPERATING SUPPLIES	\$ 35.00
CITY OF OTTUMWA, CEMETERY	CASH INVESTED PASSBK SVNG	\$ 846.00
COLTON MILLARD	CLOTHING ALLOWANCE	\$ 149.76
CONSOLIDATED ELECTRICAL	GROUNDS MAINT & REPAIR	\$ 258.20
D P PLUMBING PLUS	CONTRACTUAL SERVICES	\$ 2,400.00
DAKOTA SUPPLY GROUP	SEWER/DRAINAGE SUPPLIES	\$ 9,658.61
DAN CROSSMON	CLOTHING ALLOWANCE	\$ 137.79
DAN LAURSEN EXCAVATING	CONTRACTUAL SERVICES	\$ 6,700.00
DAN'S OVERHEAD DOORS & MO	BLDG MAINT & REPAIR	\$ 645.37
DENISES ALTERATIONS	SUSTENANCE SUPPLIES	\$ 51.00
DR ANTHONY TATMAN	EMPLOYEE PHYSICALS/TESTS	\$ 250.00
DRISH CONSTRUCTION, INC.	CONTRACTUAL SERVICES	\$ 346,178.16
ELITE FIRE SPRINKLER SYS	GROUNDS MAINT & REPAIR	\$ 800.00
ELITE PLUMBING	BUILDING MAINT REPAIR	\$ 240.00
ELLIOTT OIL COMPANY	FUEL	\$ 200.89
ERHARDT, CLAYTON	RENTS & LEASES	\$ 815.00
EUROFINS ENVIRONMENT	ENGINEERING	\$ 1,606.00



EXLINE, DONALD	PAYMENTS TO OTHER ENTITIES	\$ 1,035.00
FASTENAL COMPANY	OPERATING SUPPLIES	\$ 39.40
GONZALEZ, ANGELITA	PAYMENTS TO OTHER ENTITIES	\$ 535.00
HDR ENGINEERING, INC.	CONTRACTUAL SERVICES	\$ 7,847.82
HEARTLAND AVIATION	RENTS & LEASES	\$ 200.00
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	\$ 300.00
HILL PRODUCTIONS & MEDIA	OTHER PROF SERV	\$ 110.00
HINDMAN PERSON HEATING	GROUND MAINT & REPAIR	\$ 87.10
IA LAW ENFORCEMENT ACADEM	TRAINING	\$ 920.00
IDEAL READY MIX	STREET MAINT SUPPLIES	\$ 2,406.25
INDUSTRIAL CHEMICAL	MISC CONTRACT WORK	\$ 76.00
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	\$ 1,628.65
INTERSTATE BATTERY	VHCL MTCE SUPPLIES	\$ 836.75
IOWA DEPT NATURAL RESOURC	IDNR SOLID WASTE FEES	\$ 33,126.89
IOWA INTERNATIONAL	CONTRACTUAL SERVICES	\$ 36.10
IOWA LEAGUE OF CITIES	Contractual Services	\$ 3,500.00
J & J MOWING	WEED MOWING	\$ 15,740.00
J & K CONTRACTING	CONTRACTUAL	\$ 505,775.80
JCG LAND SERVICES INC	OTHER PROFESSIONAL SERVICES	\$ 22,185.32
JEFF SLY	TRAINING	\$ 35.00
JONES CONTRACTING CORP	ENGINEERING	\$ 112,077.91
JORDAN STATON	SUSTENANCE SUPPLIES	\$ 25.00
KADIN DONALDSON	CLOTHING ALLOWANCE	\$ 180.00
KEN FESKE	CLOTHING ALLOWANCE	\$ 148.75
KIECKS	SUSTENANCE SUPPLIES	\$ 513.30
KIRKHAM MICHAEL	ENGINEERING	\$ 22,504.42
KLODT DOOR SERVICE LLC	OPERATING SUPPLIES	\$ 968.75
LEGACY FIRE APPARATUS	VHCL MTCE SUPPLIES	\$ 385.00
MAGDELENO RODRIGUEZ PALENCIA, JOSE	PAYMENTS TO OTHER ENTITIES	\$ 645.00
MANATT'S INC	STREET MAINT SUPPLIES	\$ 2,819.32
MENARDS	OPERATING SUPPLIES	\$ 3,210.59
MICHAEL SMITH	CONTRACTUAL SERVICES	\$ 517.50
MOTION INDUSTRIES	OTHER MAINT & REPAIR	\$ 395.89
MSA SAFETY SALES LLC	OTHER CAPITAL EQUIP	\$ 12,269.00
NORRIS ASPHALT PAVING INC	STREET MAINT	\$ 539,394.72
NORSOLV SYSTEMS ENVIRONM	OTHER SUPPLIES	\$ 180.95
OFFICIAL PEST CONTROL	MISC CONTRACT WORK	\$ 55.00
O'REILLY AUTOMOTIVE	OPERATING SUPPLIES	\$ 1,836.79
OTTUMWA COMMUNITY SCHOOLS	CONTRACTUAL	\$ 9,730.00
OTTUMWA HEALTH GROUP LLC	EMPLOYEE PHYSICALS/TESTS	\$ 229.00
OTTUMWA LEADERSHIP ACADEM	DUES & MEMBERSHIPS	\$ 75.00
OTTUMWA PRINTING INC.	PRINTING	\$ 834.00
PHILIP RATH	TRAVEL & CONFERENCE	\$ 11.79
PRODUCTIVITY PLUS ACCOUNT	VHCL MTCE SUPPLIES	\$ 1,718.41
PROFESSIONAL JANITORIAL	JANITORIAL	\$ 3,240.00
QUINTON LUNT	Travel & Conferences	\$ 18.09
REED OVERHEAD DOOR	OPERATING SUPPLIES	\$ 280.30



RJ PERFORMANCE INC	VHCL MTCE SUPPLIES	\$ 75.82
ROAD DOCTORS, LLC	VHCL MTCE SUPPLIES	\$ 164.78
ROYAL PORTABLE TOILETS	MISC CONTRACT WORK	\$ 110.16
RUSSELL, KRISTYN	REIMBURSEMENT	\$ 7,500.00
S & L ALL SEASON	OPERATING SUPPLIES	\$ 199.98
SAMANTHA CAIN	TRAVEL & CONFERENCE	\$ 45.56
SCHUMACHER ELEVATOR CO	BUILDING MAINT REPAIR	\$ 534.45
SCOTT ADAMS	SUSTENANCE SUPPLIES	\$ 91.19
SINCLAIR NAPA	VHCL MTCE SUPPLIES	\$ 1,018.90
STANARD & ASSOC INC	OTHER PROF SERV	\$ 220.50
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 8,230.69
SYMETRA LIFE INSURANCE CO	GROUP LIFE PREMIUMS	\$ 4,858.01
THE STITCH DOCTOR	SUSTENANCE SUPPLIES	\$ 85.00
THE VAN METER COMPANY	OPERATING SUPPLIES	\$ 677.53
TK CONCRETE	STREET MAINT	\$ 166,425.68
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	\$ 1,200.00
TRUITT ABSTRACT COMPANY	CONTRACTUAL SERVICES	\$ 350.00
VAN METER INCORPORATED	BLDG MAINT & REPAIR	\$ 649.39
WAPELLO COUNTY SHERIFF	PAYMENTS TO OTHER ENTITIE	\$ 9,664.16
WAYNE'S TIRE	VHCL MTCE SUPPLIES	\$ 1,498.00
WILLETT HOFMANN	CONTRACTUAL SERVICES	\$ 8,035.00
YEOMAN, RICHARD	PAYMENTS TO OTHER ENTITIES	\$ 645.00
TOTAL		\$ 2,322,389.28

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

**received**

Council Meeting of : Nov 19, 2024

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Lease Agreements for 2025-2026 for Baseball, Softball, and Soccer.

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

RECOMMENDATION: Approve the Lease Agreements and Authorize the Mayor to Sign

DISCUSSION: At the Ottumwa Parks Advisory Board meeting on November 12, 2024, the Park Board approved lease agreements with the following groups: Girl's Softball, Adult Softball, Adult Soccer, Babe Ruth Baseball, and Ottumwa Little League. These lease agreements will begin on January 1, 2025 and last until December 31, 2026.

Source of Funds:

Budgeted Item:  Budget Amendment Needed: No

CITY OF OTTUMWA  
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1<sup>st</sup> day of January, 2025, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Girl's Softball League, Inc., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Paula Stufflebeam Fields and the Junior League Softball diamonds, more commonly described in Attachment "A", for the purpose of holding youth softball league programs.

2. Said Lease shall begin on the 1<sup>st</sup> day of January, 2025 and continue until the 31<sup>st</sup> day of December, 2026.

3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2025.

4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.

5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.

6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

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

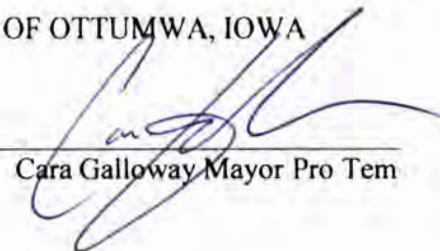
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1 of 2025.

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

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

CITY OF OTTUMWA, IOWA

BY:   
\_\_\_\_\_  
Cara Galloway Mayor Pro Tem

DATE: 11-19-24

BY: \_\_\_\_\_  
LESSEE

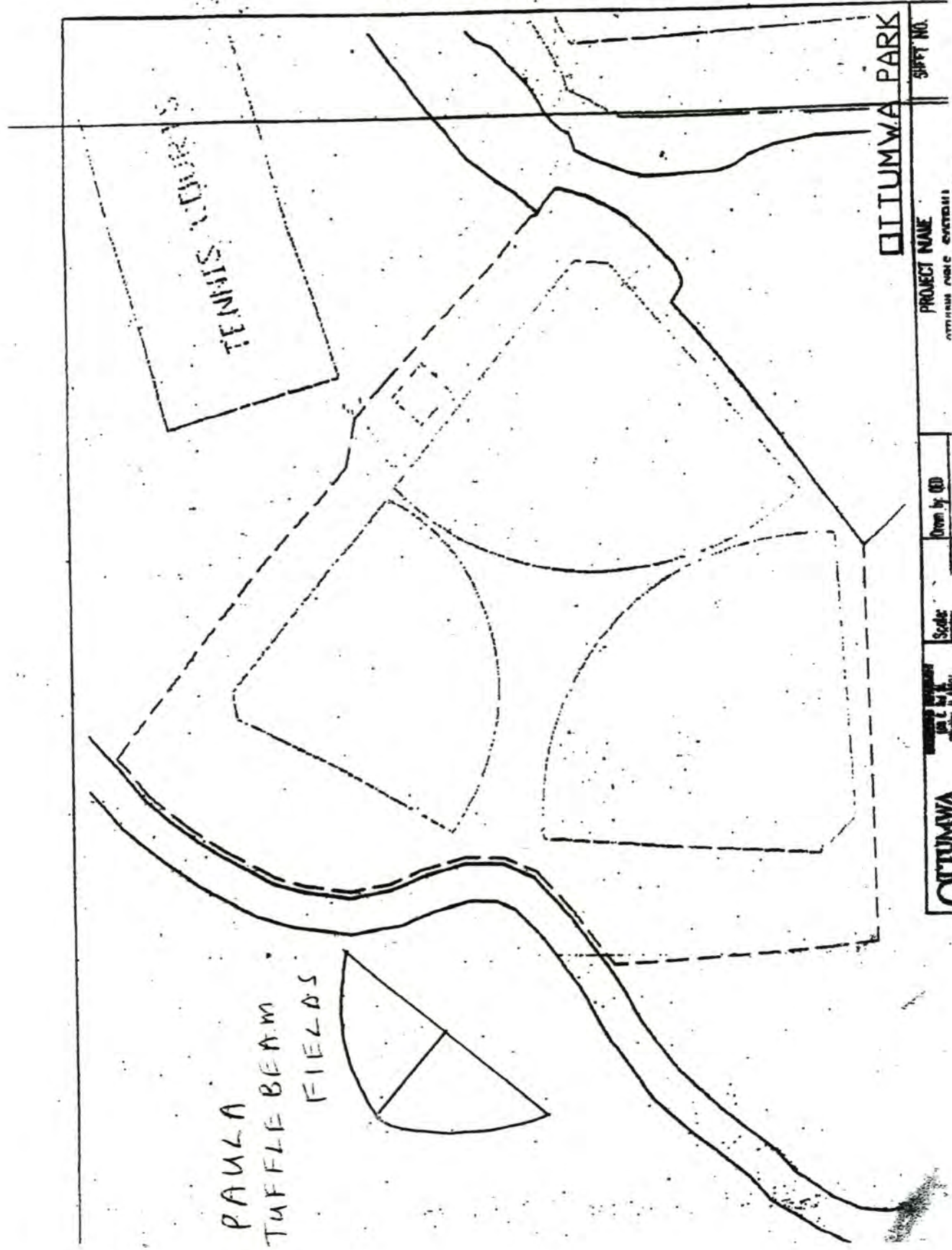
DATE: \_\_\_\_\_

Contact Information:

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

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





TENNIS COURTS

PAULA  
STAFFLEBEAM  
FIELDS

OTTUMWA PARK

SHEET NO.

PROJECT NAME

OTTUMWA PARK (EXISTING)

Girls Softball

Draw by: CD

Scale:

OTTUMWA

OTTUMWA

CITY OF OTTUMWA  
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1<sup>st</sup> day of January 2025, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Adult Softball Association, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Ottumwa Men's Slo-Pitch diamonds, more commonly described in Attachment "A", for the purpose of holding recreational softball programs. Co-ed, Church League and Ottumwa Men's Slo-Pitch.
2. Said Lease shall begin on the 1<sup>st</sup> day of January, 2025 and continue until the 31st day of December, 2026.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before April 1, 2025.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days, unless LESSEE is forced to vacate said premises by LESSOR. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

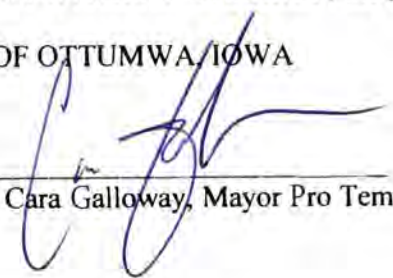
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim,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

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

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

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

CITY OF OTTUMWA, IOWA

BY:   
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

DATE: 11-19-24

BY: \_\_\_\_\_  
LESSEE

DATE: \_\_\_\_\_

Contact Information:

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

Adult Softball Association  
Richard Schlotter  
733 Church Street  
Ottumwa, IA 52501  
641-682-8061

15' PERIMETER  
EXISTING LEASE

LEVEE

PERMANENT SNOW FENCE

EDGE OF HIGHWAY 63

EDGE OF HIGHWAY 34

WAYSIDE PARK

PROJECT NAME  
MEN'S SLOW PITCH  
SHEET NO.  
A

Scale: NTS  
Date: 2-2-06

Drawn by: OED  
Approved by:

ENGINEERING TECHNOLOGY  
110 E 1st St.  
Ottawa, K1S 2S1  
PH: 613-683-0680  
FAX: 613-683-0692





## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2025, by and between the City of Ottumwa, Iowa, hereinafter called LESSOR, whose address for the purpose of this Lease is 105 East Third, Ottumwa, Iowa 52501, and the Southeast Iowa Community Soccer League hereinafter called LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR Union Park for soccer matches on Sundays.
2. Said Lease shall begin on the 1st day of January, 2025 and continue until the 31<sup>st</sup> day of December, 2026.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 per year.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.
7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

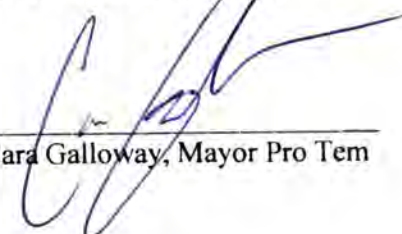
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim,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

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

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

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

CITY OF OTTUMWA, IOWA

BY:   
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

DATE: 11-19-24

BY: \_\_\_\_\_  
LESSEE

DATE: \_\_\_\_\_

City of Ottumwa  
City Hall  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501

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

CITY OF OTTUMWA  
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1<sup>st</sup> day of January, 2025, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and Ottumwa Babe Ruth Baseball Association, Ltd., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the McCarroll Babe Ruth Complex, more commonly described in Attachment "A", for the purpose of holding a Babe Ruth Youth Baseball program.
2. Said Lease shall begin on the 1<sup>st</sup> day of January, 2025, and continue until the 31<sup>st</sup> day of December, 2026.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2025.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.



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

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

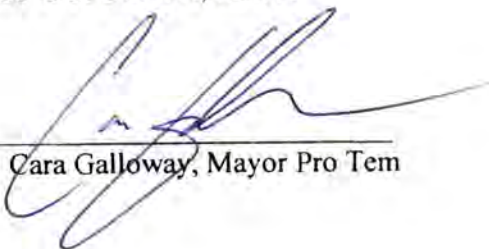
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1<sup>st</sup>, 2025.

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

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

CITY OF OTTUMWA, IOWA

BY:   
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

DATE: 11-19-24

BY: \_\_\_\_\_  
LESSEE

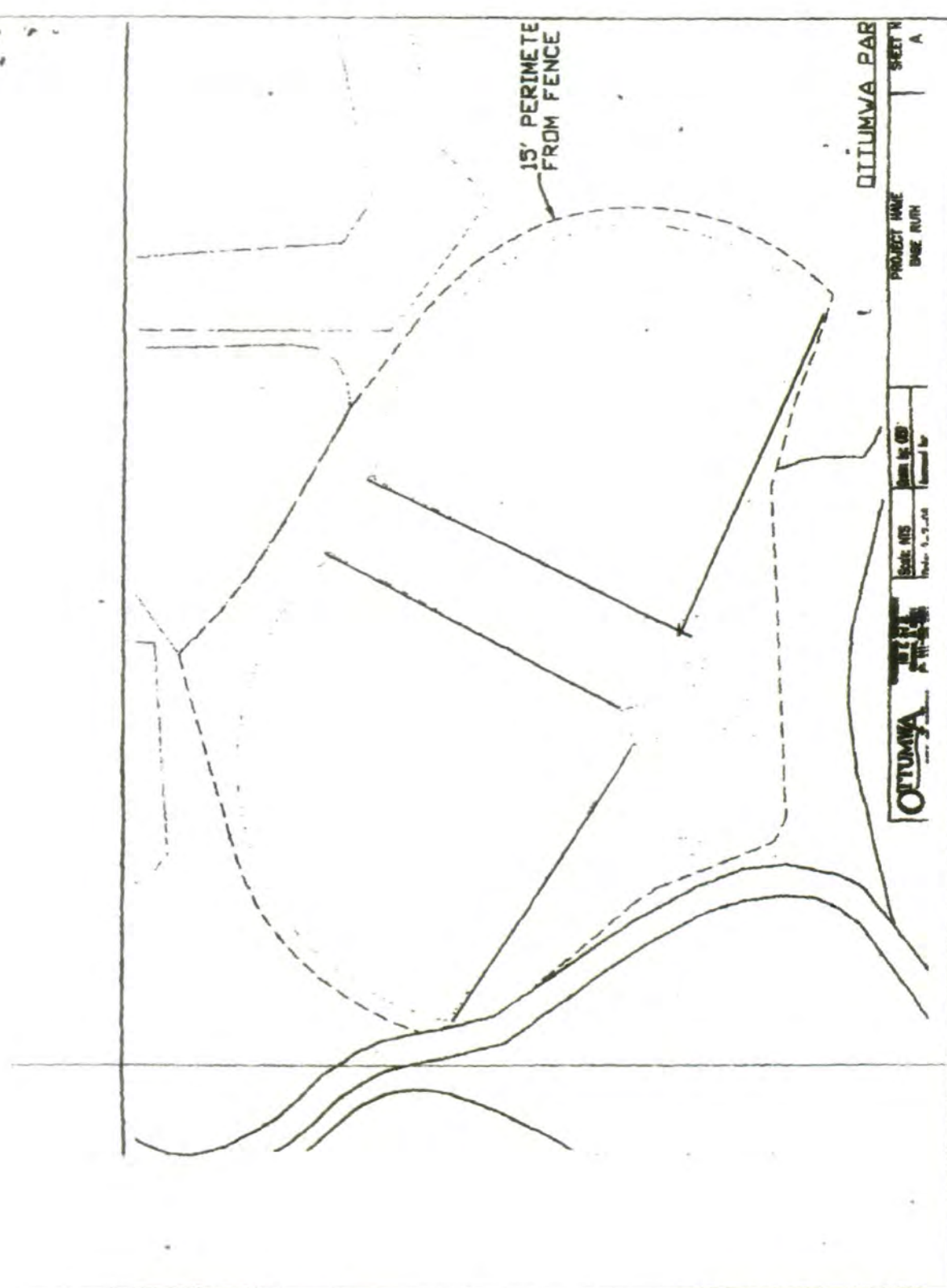
DATE: \_\_\_\_\_

Contact Information:

City of Ottumwa  
City Hall  
105 East 3<sup>rd</sup> Street  
Ottumwa, IA 52501  
641-683-0654

Ottumwa Babe Ruth Baseball Association, Ltd.  
Doug Mitchell  
122 Minnesota  
Ottumwa, IA 52501  
641-799-0703





15' PERIMETE  
FROM FENCE

OTTUMWA PAR

PROJECT NAME  
DIME RUN

SCALE: NTS  
DATE: 12-1-08

**OTTUMWA**  
ENGINEERS & ARCHITECTS

SHEET  
A

CITY OF OTTUMWA  
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1<sup>st</sup> day of January, 2025, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Little League, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR Hagglund and Holder Fields, more commonly described in Attachment "A", and the western half of Union Park, more commonly described in Attachment "B", for the purpose of holding a youth Little League Baseball program.

2. Said Lease shall begin on the 1<sup>st</sup> day of January, 2025, and continue until the 31<sup>st</sup> day of December, 2026.

3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$20 on or before January 1, 2025.

4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.

5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.

6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission b the LESSEE or its agents.

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

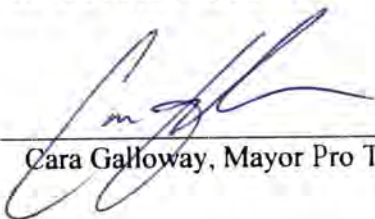
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim,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

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

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

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

CITY OF OTTUMWA, IOWA

BY:   
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

DATE: 11.19.24

OTTUMWA LITTLE LEAGUE

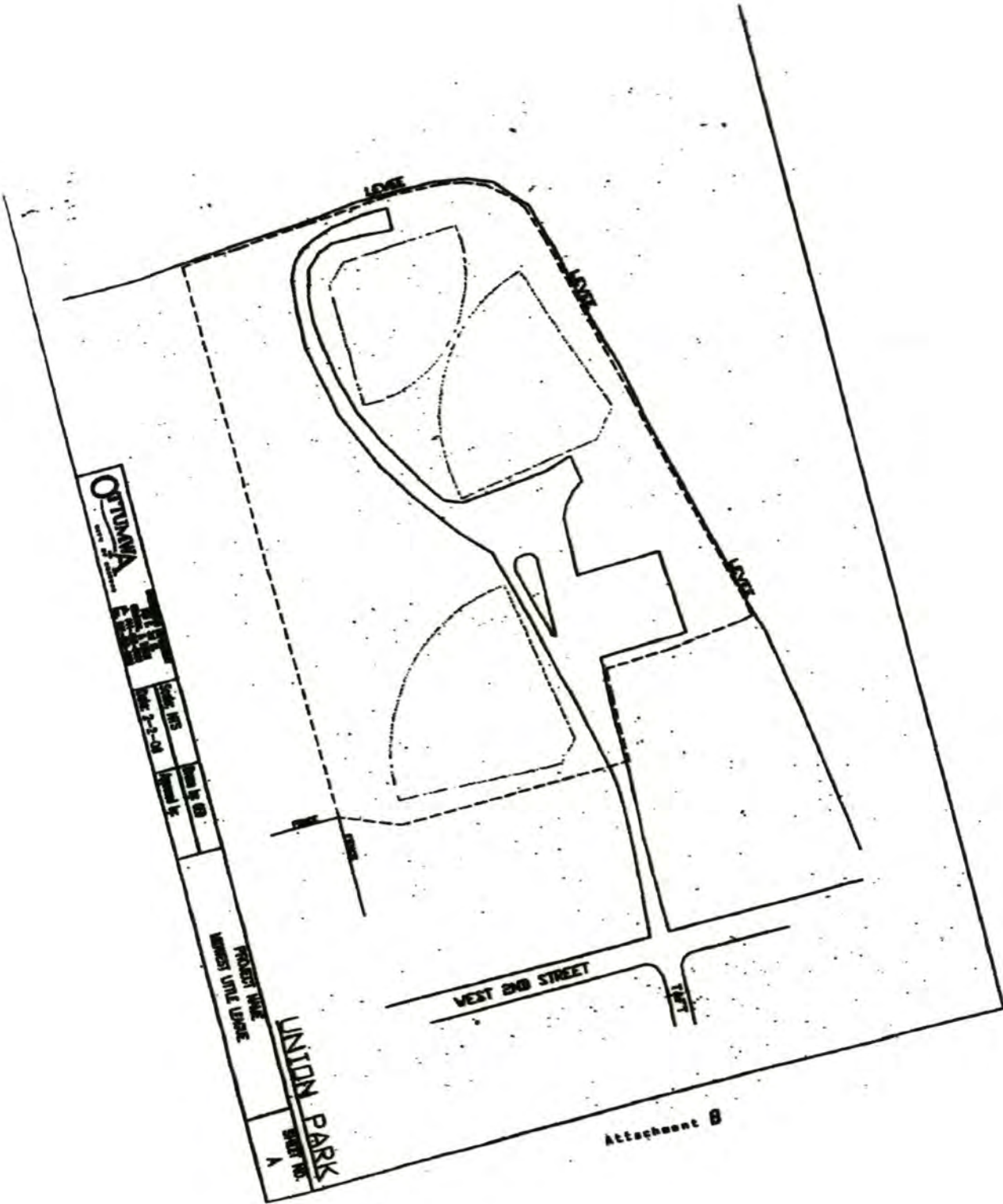
BY: \_\_\_\_\_  
LESSEE

DATE: \_\_\_\_\_

Contact Information:

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

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



**OTUMNA**  
SHEET NO. 1

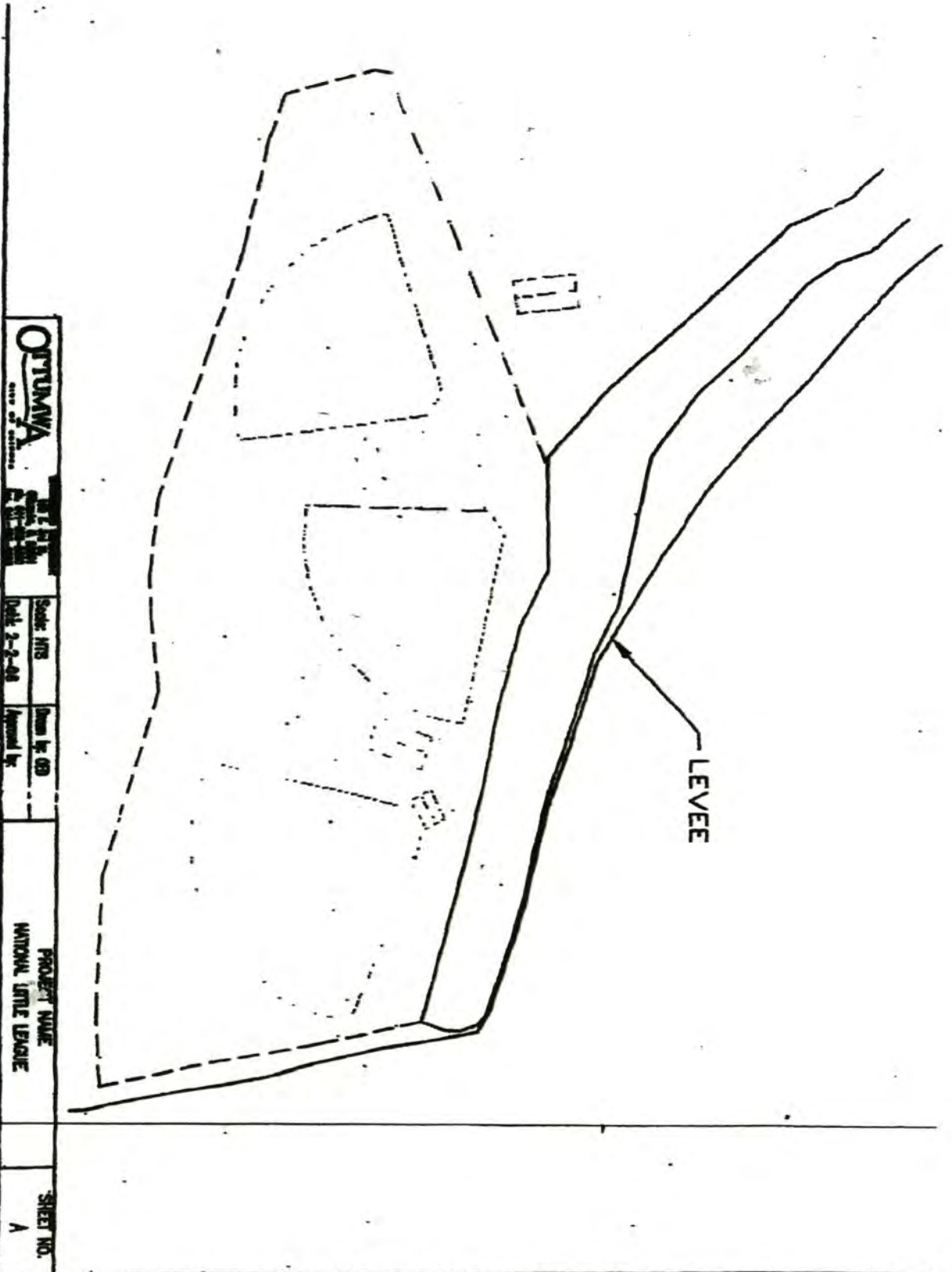
DATE	NO. OF SHEETS	SHEET NO.
1-1-04	1	1

PROPOSED BUILDING  
UNION PARK UNIT LIBRARY

UNION PARK  
SHEET NO. 1

Attachment B





	Scale: HRS	Drawn by: CD	PROJECT NAME WATSONVILLE LEVEE	SHEET NO. A
	Date: 2-2-04	Approved by:		

Attachment "A"

**received**  
11.14.24 1150

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Nov 19, 2024

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.  
between the City of Ottumwa and Ottumwa School District.

\*\*\*\*\*

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

RECOMMENDATION: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.  
between the City of Ottumwa and Ottumwa School District in order  
to draft an Agreement between the two partners.

DISCUSSION: The Ottumwa School District has acquired properties which would be suitable for controlled burn training. The district will remove any hazardous materials prior to the burn and the fire department would perform a controlled burn of the structures. An agreement between the two entities would define expectations related to the request. The District had contacted Ahlers to draft such an agreement. With both entities utilizing the law firm, a potential conflict of interest was identified. The attached conflict of interest waiver would provide Ahlers with the comfort and ability to proceed once both parties approve.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
[www.ahlerslaw.com](http://www.ahlerslaw.com)

Kristine Stone  
515.246.0314  
[kstone@ahlerslaw.com](mailto:kstone@ahlerslaw.com)

November 14, 2024

Philip Rath  
City Administrator  
105 East 3<sup>rd</sup> St.  
Ottumwa, IA 52501

Mike McGrory  
Superintendent  
Ottumwa Community School District  
115 N. Ferry Street  
Ottumwa, IA 52501

RE: Joint Representation Engagement Agreement

Dear Mr. Rath and Mr. McGrory:

This waiver letter confirms that our Firm has been asked to represent the City of Ottumwa and the Ottumwa Community School District with respect to a proposed agreement between the parties for the burning project of the District-owned houses by the Ottumwa Fire Department.

As you know, our Firm has existing client relationships with the City of Ottumwa and the Ottumwa Community School District. Given the proposed concurrent representation of the parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City of Ottumwa and the Ottumwa Community School District in the limited role of memorializing the agreement as determined by the parties. The City of Ottumwa and the Ottumwa Community School District must determine the terms to include in the agreement (between you) and then provide such terms to us to include in the agreement. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the agreement, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the agreement you reach on an amicable and mutually advantageous basis.



November 14, 2024

Page 2

In the event there are actual disagreements of substance or content between the parties, we will decline to advise either party with respect to such issue. Should an issue arise for which the parties cannot reach agreement on your own, we would need to withdraw from further representation of both parties with respect to the proposed agreement. Such withdrawal would not, however, impact our on-going representation of the City of Ottumwa or Ottumwa Community School District on all other matters.

In the course of the joint representation of the agreement, we will not have communications with one party relevant to the agreement that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the agreement are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the terms of the agreement, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

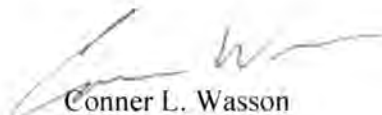
Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the parties in this matter if both parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.



Kristine Stone



Conner L. Wasson



The City Council of the City of Ottumwa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the preparation of the agreement.

Dated this 19 day of November, 2024.

City Council of the City of Ottumwa:

By: \_\_\_\_\_  
Mayor Pro Tem



November 14, 2024

Page 4

**The Board of Directors of the Ottumwa Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the agreement.**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**Board of Directors of the Ottumwa Community School District:**

**By: \_\_\_\_\_  
Board President**

received  
11-14-24 8 AM

Item No. B.-5.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Nov 19, 2024

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION DESIGNATING PROXY FOR THE CITY OF OTTUMWA

\*\*\*\*\*

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

The City of Ottumwa is an Equal Opportunity Employer. If you are a person with a disability and need a reasonable accommodation to use our services, please contact the City Administrator at 319-253-3333.

RECOMMENDATION: Pass and adopt resolution 263-2024.

**DISCUSSION:**

The City's property and liability insurance is with the Iowa Community Assurance Pool (ICAP). The company requires the designation of a proxy and alternate for representation at ICAP meetings and for communications. A resolution is required to so set those positions. The resolution reaffirms the current proxy and alternate of Phil Rath and Kristen Mitchell.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

**RESOLUTION NO. 263-2024**

**A RESOLUTION DESIGNATING PROXY FOR THE CITY OF  
OTTUMWA**


**WHEREAS**, the City of Ottumwa, Iowa purchases property and liability insurance through the Iowa Community Assurance Pool (ICAP), and

**WHEREAS**, ICAP requires a proxy to represent the City of Ottumwa, Iowa at ICAP meetings and for dissemination of information.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT**, the following employees shall be designated as proxy and alternate to the Iowa Community Assurance Pool:

Primary Contact: Phil Rath  
Alternate Contact: Kristen Mitchell

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of November 2024.

  
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Chris Reinhard, City Clerk





**received**  
11-14-24 8AM

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Nov 19, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: A RESOLUTION DESIGNATING PROXY FOR THE OTTUMWA-WAPELLO COUNTY LANDFILL

\*\*\*\*\*

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

The Council of Commissioners of the State of Iowa shall hold a public hearing on the agenda item if the box is checked. If the box is not checked, the Council of Commissioners may proceed with the agenda item.

RECOMMENDATION: Pass and adopt resolution 264-2024.

DISCUSSION: The landfill's property and liability insurance is with the Iowa Community Assurance Pool (ICAP). The company requires the designation of a proxy and alternate for representation at ICAP meetings and for communications. A resolution is required to so set those positions. The resolution reaffirms the current proxy and alternate of Phil Rath and Kristen Mitchell.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION NO. 264-2024**

**A RESOLUTION DESIGNATING PROXY FOR THE OTTUMWA-WAPELLO COUNTY LANDFILL**

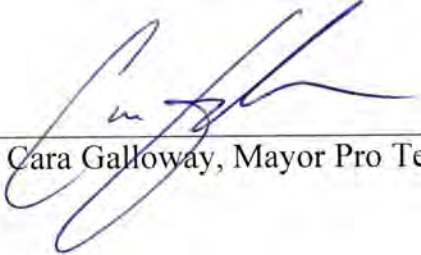
**WHEREAS**, the Ottumwa-Wapello County Landfill purchases property and liability insurance through the Iowa Community Assurance Pool (ICAP), and

**WHEREAS**, ICAP requires a proxy to represent the Ottumwa-Wapello County Landfill at ICAP meetings and for dissemination of information.


**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT**, the following employees shall be designated as proxy and alternate to the Iowa Community Assurance Pool:

Primary Contact: Phil Rath  
Alternate Contact: Kristen Mitchell

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of November 2024.

  
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

Attest:

  
\_\_\_\_\_  
Chris Reinhard, City Clerk

**received**  
11-14-24 950

*[Faint red stamp]*

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Nov 19, 2024

Airport  
Department

JD Wheaton  
Prepared By  
JD Wheaton  
Department Head

*[Handwritten Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 254-2024 - Approving a 3-year with a 2-year extension Lease Agreement for approximately 200 acres of hay ground located at the Ottumwa Regional Airport.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 254-2024. approving the Hay Ground Lease Agreement with Calvin VanGenderen.

DISCUSSION: The current hay ground lease at the Ottumwa Regional Airport for approximately 200 acres expires December 31, 2024. The current bid packet calls for a three-year lease with a two-year extension if both parties agree. The possibility of a five-year lease to encourage the prospective farm tenant to improve the land through tiling and fertilizer application. Bids were accepted by the City Clerk until 2:00 p.m. on November 13, 2024. Only the current farm tenant filed a bid. The highest responsible bidder is Calvin VanGenderen at \$6,000.00 for each year of the Agreement. Attached is a copy of the proposed Lease Agreement. The proposed Resolution authorizes the Mayor Pro-Tem to sign said Lease Agreement.

Source of Funds: NA

Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION #254 -2024**

**A RESOLUTION APPROVING A LEASE AGREEMENT FOR APPROXIMATELY 200 ACRES OF HAY GROUND AT THE OTTUMWA REGIONAL AIRPORT TO CALVIN VANGENDEREN**

WHEREAS, Calvin VanGenderen is the successful responsible bidder who proposes to lease said hay ground for the sum of \$6,000.00 per each crop year of the Lease Agreement at the Ottumwa Regional Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT: The Mayor Pro-Tem is authorized to sign the proposed Lease Agreement with Calvin VanGenderen for said hay ground at the Ottumwa Regional Airport.

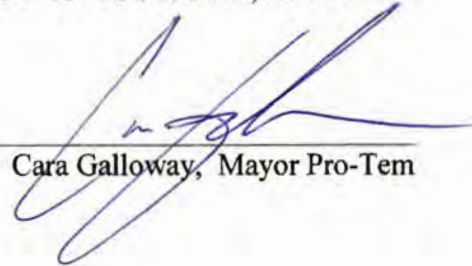
APPROVED, PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF NOVEMBER 2024



ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

  
Cara Galloway, Mayor Pro-Tem



**PLEASE PUBLISH 11/14/2024**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, November 19, 2024 at 5:30 p.m. at Bridge View Center in the City of Ottumwa, Iowa on its intent to lease **Approximately 200 Acres of Hay Ground located at the Ottumwa Regional Airport** to Calvin Van Genderen.

The city intends to lease 200 acres of hay ground located at the Ottumwa Regional Airport to Calvin Van Genderen for \$6,000.00, annually for said premises for a term of three years, commencing on the 1<sup>st</sup> day of March 2025 and ending February 28, 2028.

All persons interested are invited to be present at the public hearing at 5:30 p.m. on November 19, 2024 to present their objections to, or arguments for the lease of said property.

FOR THE CITY OF OTTUMWA  
Christina Reinhard, City Clerk

**OTTUMWA REGIONAL AIRPORT**

**HAY GROUND**

**BID FORM**

**200 ACRES MORE OR LESS**

**BID AMOUNT \$** 6000<sup>00</sup>

Term of contract 3 years with a two (2) year renewal upon mutual agreement of both parties.

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

The Lessee hereby agrees to furnish all labor, tools, materials, transportation, and equipment and perform all work necessary to fulfill terms of the Lease.

If my proposal is accepted, I, the undersigned, agree to enter into the Proposed Lease, the "BID FORM", "RULES and REGULATIONS," "INVITATION TO BIDDERS" documents and associated maps automatically become a part of the Lease by reference.

Calvin Van Genderen

**Name of Business or Individual**

19572 165<sup>th</sup> St.

**Address**

Calvin Van Genderen

**Print Name**

amyvangenderen@yahoo.com

**E-Mail Address**

November 13, 2024

**Date**

Eddyville, IA 52553 - Wapello

**City, State, Zip and County**

Calvin Van Genderen

**Signature**

641-777-4452

**Telephone Number**

## FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between the City of Ottumwa, Iowa ("Landlord"), whose address for the purpose of this Lease is 105 E. Third St., Ottumwa, Iowa 52501 and Calvin VanGenderen ("Tenant"), whose address for the purpose of this Lease is 19572 165<sup>th</sup> Street Eddyville, Iowa 52553.

WHREAS, the Ottumwa Regional Airport ("Airport") is owned by the Landlord and is subject to the management and control of the Landlord; and

WHEREAS, Tenant has agreed to rent approximately 200 acres, more or less, of hay ground located at the Airport.

THE PARTIES AGREE AS FOLLOWS:

1. **REAL ESTATE AND TERM.** Landlord leases to Tenant the following real estate situated in Wapello County, Iowa (the "Real Estate"):

Hay land located on fractional parts of Section 22, 23, 26 and 27 of T73N R14W of the 5th P.M. Richland Township also known as the Ottumwa Regional Airport, Ottumwa, Iowa.

Field identification and acreages will be as determined by the USDA FSA office for Wapello County, Iowa. Field boundaries will be determined by the Ottumwa Regional Airport.

Possession by Tenant shall be for a term of one (1) year to commence on March 2, 2025, and end on March 1, 2026 (the "Term"). The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord \$6,000.00 per year as annual cash rent for the Real Estate (the "Rent"). The Rent shall be payable in a single installment on or before December 1, 2024. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. All payments from participation in governmental programs shall be received by Tenant.
3. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, equipment, and labor, necessary to carry out the terms of this Lease shall be furnished by and at the expense of the Tenant.



All materials, in the amounts required by good husbandry, shall be acquired and paid for by Tenant.

4. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS, AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the rights, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in fence rows, along driveways and around buildings throughout the Real Estate. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the Real Estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces, and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for one-half by Tenant and one-half by Landlord.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the Real Estate during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, however, upon the Real Estate for the farming operations. Tenant shall protect the Real Estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the Real Estate, and upon request, during or after the Term, shall disclose to Landlord, all yield base information required for participation in government programs.

5. **ENVIRONMENTAL.** Tenant shall comply with all applicable environmental laws concerning application, storage, and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the Real Estate.



Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the Real Estate. Solid waste may not be disposed of on the Real Estate. Dead livestock may not be buried on the Real Estate. Tenant shall not use waste oil as means to suppress dust on any roads on or near the Real Estate. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the Real Estate.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the Real Estate. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the Real Estate. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the Term of this Lease.

6. **TERMINATION OF LEASE.** This Lease may be terminated in accordance with Iowa Code § 562.6. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives written notice to the other of an election not to renew this Lease. If terminated, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease.
7. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
8. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing, seeding, making repairs, recreational activities, or for other reasonable purposes. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. During the Term of this Lease, Landlord or its agents, representatives and designees shall have the right to enter upon the Real Estate for

site analysis, surveying, boring, percolation, and other soil tests to determine the physical characteristics of the substrata of the Real Estate, environmental testing, engineering studies, determining utility availability, determining the appropriateness of access of highways and other modes of transportation, obtaining approval of public and governmental authorities relating to zoning, special use permits or similar requirements. Moreover, Tenant fully agrees to cooperate with Landlord in executing or approving all applications, petitions, agreements, or other documents relating to Landlord engaging in such undertakings. Landlord shall compensate Tenant for damage to crops that arise out of such entry.

- 9. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
- 10. REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced, Landlord will pay one-half of the labor and Tenant shall pay for all other expenses (i.e., one-half of the labor and materials costs).
- 11. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the Term by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the Term.
- 12. WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord shall not be liable for insufficient or interrupted water supply for the Real Estate.
- 13. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
- 14. NO AGENCY.** Tenant is not an agent of the Landlord.



- 15. ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
- 16. CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
- 17. CONSTRUCTION.** Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 18. NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.
- 19. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without the prior written authorization of Landlord.
- 20. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liability and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 21. INDEMNIFICATION.** Tenant shall indemnify the Landlord from any liabilities arising out of Tenant's use of the Real Estate, except to the extent caused directly by the Landlord or a person for whom the Landlord is legally responsible.
- 22. LIABILITY INSURANCE.** Throughout the duration of this Lease, the Tenant shall carry, at its own expense, liability insurance and automobile insurance with reasonable and customary limits.
- 23. CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
- 24. USE.** The Real Estate shall be used by Tenant only for farming operations. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

## 25. FAA PROVISIONS.

### A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

The above provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration.

### B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);



- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to



protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. Clauses for Transfer of Real Property Acquired or Improved under the Airport Improvement Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by Landlord pursuant to the provisions of the Airport Improvement Program grant assurances:

1. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Landlord will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

E. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Landlord pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

#### F. Airport Protection

It shall be a condition of this lease, that the Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. Landlord reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

#### G. Existing Rights Reserved

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the Landlord and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the Landlord for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. Tenant shall abide by requirements of agreements entered into between the Landlord and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the Landlord's entry into such agreements.



#### H. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Landlord herein reserves the right to grant similar privileges to another Tenant or other Tenants on other parts of the airport.

#### I. War or National Emergency

During the time of war or national emergency, Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

#### J. Americans with Disabilities Act (1990)

Tenant agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to Tenant's operations on the Leased Premises.

#### K. Right to Amend

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, Tenant agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Tenant be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which Tenant has put the Leased Premises.

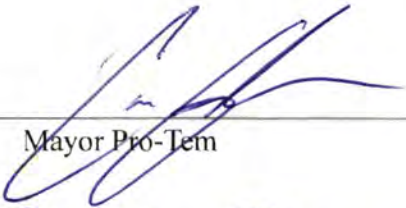
#### L. Just Services

Tenant further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, Tenant will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.


**TENANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**LANDLORD: CITY OF OTTUMWA, IOWA**

By:   
\_\_\_\_\_  
Mayor Pro-Tem

Date: 11-19-2024

By:   
\_\_\_\_\_  
City Clerk

Date: 11-19-2024



EXHIBIT A  
DEPICTION OF REAL ESTATE

# OTTUMWA COURIER marketplace

centralized online classifieds

TO PLACE AN AD: Call 641-684-4611 • classified@ottumwacourier.com • Online: marketplace.ottumwacourier.com

### Public Notices

**VEENITHA & KMM INC**  
 47910 56001  
 against certain property for a sewer bill. DeGroot recorded \$85.83 against certain property described as LOT 1, BLK 7 C R, in the City of Fremont, Iowa. Val: Hamilton, DeGroot, At-bernton, Neff, Hom, Ryan, none, Appear: none. Passed and entered this 4th day of November 2024.  
 DeGroot made a motion to approve the building permit for 541 West Main Street, Hom seconded, Ayle: Atbernton, DeGroot, Neff, Hamilton, Hom, Budget workshop is set for Wednesday, December 11th, 2024 at 6:00 pm.  
 Discussion regarding a letter the City received from the Mahaska County Board of Supervisors. Mayor Boster and the last sentence in the letter where the supervisors take share of the combined land and the total land and property value. The mayor and councilmembers are encour- aged to attend a work session with Mahaska County Board of Supervisors on Wednesday, November 13, 2024 at 6:30.  
 Neff made a motion to ad- journ, seconded by DeGroot. Ayle: Hamilton, Hom, Neff, At-bernton, DeGroot. Meeting adjourned at 7:54 p.m.  
 Signed,  
 Ayle: Sheri Boster, Mayor  
 Nancy Reed, City Clerk

**CITY OF FREMONT, IOWA**  
**CLAIMS**  
 Nov-24  
 Alliant Energy \$242.18  
 Bremson & Sons removed \$740.00  
 City Reimburse \$15.94  
 City of Fremont \$25.06  
 Colten Showman \$741.67  
 Colten Showman \$106.92  
 Les: League of Cities \$50.00  
 Iowa Locusts one call \$19.60  
 Ipers Retirement \$543.77  
 IRS \$913.33  
 Mahaska Rural Water \$22.50  
 Mahaska Rural Water Sewer Service \$32.10  
 Midwest Sanitation Service \$280.53  
 Nancy Reed \$2,705.06

### Public Notices

**NOTICE OF PUBLIC HEARING**  
 Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a pub- lic hearing Tuesday, November 19, 2024 at 8:30 P.M. at Bridge View Center in the City of Ottumwa, Iowa on the intent to lease Approximately 200 Acres of the Otumwa Regional Airport to Calvin Van Gendewen for the City intends to lease 200 acres of hilly ground located at the Otumwa Regional Airport to Calvin Van Gendewen for \$6000.00 annually for said premises for a term of three years, commencing on the 1st day of March 2025 and ending February 28, 2028.  
 All persons interested are in- vited to be present at the pub- lic hearing at 8:30 p.m. on November 19, 2024 to present their objections to, or argu- ments in favor, for the lease of said property.  
 FOR THE CITY OF OTTUMWA  
 Christine Rishard, City Clerk

### Public Notices

**Wapello County Claims**  
 Paid October 2024  
**GENERAL BASIC FUND**  
 Class Adgt 786.61  
 Carl Nicosly 605.66  
 Ace Graphics & Printing Co. 6.40  
 Ahlers & Cooney PC 377.00  
 Mark Alan 2.80  
 Sally A. Allen 22.40  
 Alliant Energy 8096.20  
 American Gothic Trail, Inc. 450.00  
 Anderson Lakin & Co PC 15000.76  
 Appleone Co. Sheriff 840.00  
 Alexis Tarmie & Past Control 235.00  
 Bailey Office Outfitters, LLC 2943.24  
 Darren Bassman 212.88  
 Brian Bennett 1500.00  
 Kim Bishop 41.32  
 Bridge City Sanitation LLC 507.00  
 Tayer Brown 99.00  
 Jennifer Caldwell 15.90  
 Candler One 34.59  
 Carl Davis Droning 200.00  
 Carnegie-Stout Public Library 66.00  
 DHS Central Distribution Ctr 2549.20  
 CDW Government, Inc. 2557.72  
 Central Iowa Distributing Inc. 954.00  
 CityLink 100.20  
 City of Eldon 99.00  
 Clerk, City of Ottumwa 2689.59  
 Colonial Motor Inn 500.00  
 Crescent Electric Supply 85.32

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**received**  
11-14-24 8Am

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Nov 19, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF  
SEPTEMBER 30, 2024

\*\*\*\*\*

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

\*\*Ord. Procl. Publication for which Public Hearing must be attached to this Staff Summary. If the Ordinal Publication is not attached, this Ord. will not be placed on the agenda.\*\*

RECOMMENDATION: Pass and adopt Resolution No. 251-2024 authorizing the Finance Director to complete the transfers.

DISCUSSION: The resolution approves the quarterly budgeted fund transfers for September 30, 2024 as required by the State of Iowa.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: NO

RESOLUTION NO. 251-2024

A RESOLUTION APPROVING TRANSFER OF FUNDS AS OF SEPTEMBER 30, 2024

WHEREAS, the City of Ottumwa budgets for transfers to occur between funds as part of the annual budget; and,

WHEREAS, City Council approval is required for the transfer of funds; and

WHEREAS, the Director of Finance has requested the approval of transfers as of September 30, 2024 per the attached listing;

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

The budget transfers, as reflected in the attached report, are hereby authorized and approved.

APPROVED, PASSED, AND ADOPTED, this 19<sup>th</sup> day of November 2024.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Cara Galloway, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

Christina Reinhard, City Clerk

Fund	Transfer In Account	Amount	Fund	Transfer Out Account
133 Library	133-000-4830	\$ 109,013.50	001 GF	001-9-910-6910
135 Cemetery	135-000-4830	\$ 43,573.75	001 GF	001-9-910-6910
BVC	720-465-4830	\$ 75,340.00	001 GF	001-9-910-6910
001 GF	001-000-4830	\$ 25,000.00	003 ARPA	003-9-910-6910
151 OtherBond	151-432-4830	\$ 970,326.32	003 ARPA	003-9-910-6910
001 GF	001-000-4835	\$ 407,261.57	005 Franchise	005-9-910-6910
001 GF	001-000-4832	\$ 1,693,733.65	112 EE Benefits	112-9-910-6910
129 Risk Mgmt	129-000-4832	\$ 4,408.44	112 EE Benefits	112-9-910-6910
130 411Med	130-660-4833	\$ 33,014.00	112 EE Benefits	112-9-910-6910
131 Airport	131-280-4832	\$ 68,831.04	112 EE Benefits	112-9-910-6910
133 Library	133-410-4832	\$ 102,480.55	112 EE Benefits	112-9-910-6910
135 Cemetery	135-450-4832	\$ 34,644.17	112 EE Benefits	112-9-910-6910
001 GF	001-000-4830	\$ 109,923.72	121 LOST	121-9-910-6910
110 RUTF	110-000-4830	\$ 175,877.95	121 LOST	121-9-910-6910
301 StreetCon	301-000-4830	\$ 552,929.63	121 LOST	121-9-910-6910
315 Sewer Con	315-000-4830	\$ 351,755.91	121 LOST	121-9-910-6910
613 Sewer Imp	613-000-4830	\$ 125,000.00	610 Sewer	610-9-910-6910
315 Sewer Con	315-000-4830	\$ 250,000.00	613 Sewer Imp	613-9-910-6910
Recycling	673-843-4830	\$ 112,500.00	670 Landfill	670-9-910-6910
151 OtherBond	151-432-4830	\$ 150,000.00	005 Franchise	005-9-910-6910
Total		\$ 5,395,614.20		

**received**  
11-14-24 8 AM

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Nov 19, 2024

Finance  
Department

O'Donnell  
Prepared By  
O'Donnell  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW PER FINANCIAL INSTITUTION

\*\*\*\*\*

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

\*\*Free Public or Public Hearing or both Public Hearing and Free Public Hearing Summary of Department of Finance to be attached to the Staff Summary if the amount of the amount to be allocated to the item will not be provided for the year.\*\*

RECOMMENDATION: Pass and adopt Resolution No. 266-2024.

DISCUSSION: The resolution modifies Resolution 121-2024 by increasing the deposit limit for Iowa State Bank to \$18,000,000. ISB is offering a high yield savings account with a rate that is close to the rate of IPAIT. The ISB rate is guaranteed, though subject to change. IPAIT's rate will fluctuate from day to day.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No



**RESOLUTION NO. 266-2024**

**A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES  
AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW  
PER FINANCIAL INSTITUTION**

**WHEREAS**, the Code of Iowa Section 12C.2 requires that the depository maximums for a public unit be approved by the governing board, now

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:**

**THAT,**

Wells Fargo Bank NA, \$15,000,000  
South Ottumwa Savings Bank, \$18,000,000  
Community First Credit Union, \$18,000,000  
Iowa Public Agency Investment Trust \$25,000,000  
Iowa State Bank & Trust Co. \$18,000,000  
US Bank, NA \$5,000,000

be and are designated as depositories for city monies and city funds not to exceed the sums indicated above, per financial institution.

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of November 2024.



Attest:

Handwritten signature of Chris Reinhard in blue ink.

Chris Reinhard, City Clerk

Handwritten signature of Cara Galloway in blue ink.

Cara Galloway, Mayor Pro Tem

received  
11-14-24 150

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Nov 5, 2024

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 267-2024: Resolution Removing Special Assessments Applied to 419 S Foster on Resolutions No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 and on the Weed Cutting Assessment Letters for the Mowing Season 2003

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 267-2024

DISCUSSION: Eddie H. Paxton is attempting to acquire a tax sale deed for the property at 419 S Foster. The parcel is directly south of Mr. Paxton's home and he intends to clear the parcel and keep it as green space. The parcel has \$14,272.88 in taxes due for special assessments including demolition of a condemned house and mowing between 2003 and 2023. A further \$16,387 in interest is due on the special assessments. Mr. Paxton has

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

requested that the Council consider removing the special assessments when he obtains the tax sale deed. Without removing the special assessments, Mr. Paxton would not pursue the tax sale deed because the total due would exceed his ability to pay and the value of the property. The County is similarly considering abating past-due property tax.

While removing these special assessments would remove the City's ability to ever collect the \$14,272.88 due from clean-up and demo activities spanning 20 years, turning the property over to a new owner would allow the City to remove the property from the mowing list and no longer generate additional mowing costs which we are unlikely to ever recover given the large assessments.

At the previous meeting, the Council defeated a resolution to remove all assessments and requested staff negotiate with Mr. Paxton on the subject of paying part of the assessment. Mr. Paxton believes there is fairly little cash value in the lot, but is willing to pay a small amount. This resolution removes all assessments except for the 2023 mowing assessment which totals \$350 for mowing, \$74 for interest and \$9 in administrative fee for a total of \$433.00.



RESOLUTION NO. 267-2024

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 419 S FOSTER ON RESOLUTIONS NO. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 AND WEED CUTTING ASSESSMENT LETTER FOR MOWING SEASON 2003

WHEREAS, Resolution No. 109-2003 included an assessment for demolition of condemned property for 419 S Foster in the amount of \$4,334.88 plus \$9.00 administrative cost; and

WHEREAS, Resolution No. 12-2006 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$133.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 12-2006 also included an assessment for additional delinquent mowing fess for 419 S Foster in the amount of \$134.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 165-2008 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$747.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 166-2008 included an assessment for nuisance abatement fess for 419 S Foster in the amount of \$247.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 1-2010 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$772.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 13-2011 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$772.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 215-2011 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$520.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 238-2012 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$490.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 252-2013 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$536.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 291-2014 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$500.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 268-2015 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$500.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 286-2016 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$600.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 267-2017 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$750.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 284-2018 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$605.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 266-2019 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$650.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 260-2020 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$695.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 209-2021 included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$605.00 plus \$9.00 in administrative costs; and

WHEREAS, prior to the 2006 mowing season, weed cutting assessments were applied by a letter from the City rather than by resolution; and

WHEREAS, the Mowing Season 2003 weed cutting assessment letter included an assessment for delinquent mowing fess for 419 S Foster in the amount of \$152.00 plus \$9.00 in administrative costs; and

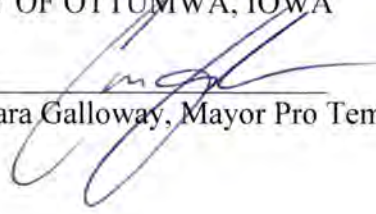
WHEREAS, the Council intends to continue to impose the assessment included on Resolution No. 41-2023 for delinquent mowing fess for 419 S Foster in the amount of \$350.00 plus \$9.00 in administrative costs;

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

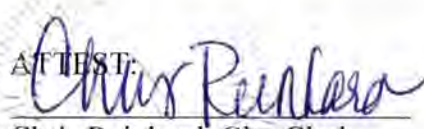
If and when, a tax sale deed to the property at 419 S Foster is obtained by Eddie H. Paxton, that the special assessments for 419 S Foster in the amount of \$14,272.88 including administration costs and all interest be removed from Resolutions No. 109-2003, 12-2006, 165-2008, 166-2008, 1-2010, 13-2011, 215-2011, 238-2012, 252-2013, 291-2014, 268-2015, 286-2016, 267-2017, 284-2018, 266-2019, 260-2020, 209-2021 and from the Weed-Cutting Assessment Letter for Mowing Season 2003.

Approved, passed and adopted this 19th day of November 2024.

CITY OF OTTUMWA, IOWA

BY   
Cara Galloway, Mayor Pro Tem

ATTEST:

  
Chris Reinhard, City Clerk



STATEMENT OF TAXES

Laurie L. Fountain  
 Wapello County Treasurer  
 101 W Fourth St  
 Ottumwa, IA 52501-2518 (641) 683-0040  
 wapcotreas@wapellocounty.org

Date 11/01/2024

Entity#: 85340  
 Name: Brown, Jeremy L/Alma E  
 Address: 9429 170th Ave  
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 11/2024

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost Total Due
2006/2007-90-00159-01	133.00	427.00		9.00
400- 00741-100-0023-000				569.00
419 S FOSTER OTTUMWA - OTTUMWA 2005 WEED#12/2006				
2006/2007-90-00201-01	134.00	430.00		9.00
400- 00741-100-0023-000				573.00
419 S FOSTER OTTUMWA - OTTUMWA 2005 WEED#12/2006				
2009/2010-90-00096-01	247.00	659.00		9.00
400- 00741-100-0023-000				915.00
419 S FOSTER OTTUMWA - OTTUMWA NUIS/DEMO#166/'08				
2009/2010-90-00136-01	747.00	1,994.00		9.00
400- 00741-100-0023-000				2,750.00
419 S FOSTER OTTUMWA - 2008 OTTUMWA WEED#165/'08				
2010/2011-90-00176-01	772.00	1,922.00		9.00
400- 00741-100-0023-000				2,703.00
419 S FOSTER OTTUMWA - OTTUMWA 2009 WEED #1-2010				
2011/2012-90-11118-01	772.00	1,783.00		9.00
400- 00741-100-0023-000				2,564.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#13-2011				
2012/2013-90-00080-01	520.00	1,108.00		9.00
400- 00741-100-0023-000				1,637.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#215-2011				
2013/2014-90-00207-01	490.00	956.00		9.00
400- 00741-100-0023-000				1,455.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#238-2012				
2014/2015-90-00116-01	536.00	949.00		9.00
400- 00741-100-0023-000				1,494.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#252-2013				
2015/2016-90-00161-01	500.00	795.00		9.00
400- 1 00741-100-0023-000				1,304.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#291-2014				
2016/2017-90-00114-01	500.00	705.00		9.00
400- 1 00741-100-0023-000				1,214.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#268-2015				



STATEMENT OF TAXES

Laurie L. Fountain  
 Wapello County Treasurer  
 101 W Fourth St  
 Ottumwa, IA 52501-2518 (641) 683-0040  
 wapcotreas@wapellocounty.org

Date 11/01/2024

Entity#: 85340  
 Name: Brown, Jeremy L/Alma E  
 Address: 9429 170th Ave  
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 11/2024

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost Total Due
2017/2018-90-00060-01	600.00	738.00		9.00
400- 1 00741-100-0023-000				1,347.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#286-2016				
2018/2019-90-00077-01	750.00	788.00		9.00
400- 1 00741-100-0023-000				1,547.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#267-2017				
2019/2020-90-00071-01	605.00	526.00		9.00
400- 1 00741-100-0023-000				1,140.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#284-2018				
2020/2021-90-00061-01	650.00	488.00		9.00
400- 1 00741-100-0023-000				1,147.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#266-2019				
2021/2022-90-00043-01	695.00	396.00		9.00
400- 1 00741-100-0023-000				1,100.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#260-2020				
2022/2023-90-00079-01	605.00	236.00		9.00
400- 1 00741-100-0023-000				850.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES#209-2021				
2023/2024-90-00024-01	350.00	74.00		9.00
400- 1 00741-100-0023-000				433.00
419 S FOSTER OTTUMWA - OTTUMWA WEED RES. 41-23				

	Tax Due:	9,606.00
	Interest Due:	14,974.00
Acre: .00	Drainage Interest Due:	
	Cost/Admin. Due:	162.00
	Grand Total Due:	24,742.00
	Total Consolidated Tax:	24,742.00

Actions

2006 00000

Inquiry to Tax Sale Certificate (Receipts)

Previous

Receipt Key	Date	Tax Amount	Penalty	Cost	Interest
2004/2005 10 16556 01	6/19/2006	108.00	29.00	4.00	.00
2004/2005 90 00020 01	6/19/2006	4,334.88	1,365.00	9.00	.00
2004/2005 90 00117 01	6/19/2006	152.00	48.00	9.00	.00
2005/2006 10 16627 01	6/19/2006	48.00	4.00	4.00	.00

= 5,708.88  
 = 209.00

Both of these special assessments are included in TSC 2006-908.

\* The Special assess. in the amt of \$5,708.88 is from Res. 109-03 Ottumwa Nuis/Demo, Tract #3

\* The Special Assess. in the amt of \$209.00 is from 2003 Ottumwa Weed, Tract #48

Actions



### Preliminary Special Assessments

Previous

**Parcel** 00741-100-0023-000  
**Legal** MANNING'S 1ST ADD LOT 20 BLK 1  
 (419 S FOSTER)

Project	Tract	Assessment	Admin	Description
0431	00027	\$900.00	\$5.00	OTTUMWA WEED RES# 199-2024

Previous **Page 1** Next

Preliminary Special found Proj/Tract: 0431 /27

This preliminary special assess.  
 will become due September 2025.





Overview



**Legend**

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

Parcel ID	007411000023000	Alternate ID	n/a	Owner Address	Brown, Jeremy L/Alma E
Sec/Twp/Rng	0-0-0	Class	R		9429 170th Ave
Property Address	419 S FOSTER OTTUMWA	Acreage	n/a		Ottumwa, IA 52501

District OTTUMWA/OTTUMWA /WESTGATE4 TIF  
 Brief Tax Description MANNING'S 1ST ADD  
 LOT 20 BLK 1  
 (419 S FOSTER)  
 (Note: Not to be used on legal documents)

Date created: 10/31/2024  
 Last Data Uploaded: 10/31/2024 6:12:49 AM

received  
11-14-24 150

Item No. I.-4.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: November 19, 2024

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Phillip Burgmeier Public Works Director  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 268-2024 – Accepting the bid for WPCF Blower Building Reroofing 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 No. 268-2024.

Approve the bid of \$18,525 with insulation replacement of \$4.00 per square foot to Hawkeye Flat Roof Solutions LLC for the Water Pollution Control Facility Blower Building Reroofing project.

DISCUSSION:

The WPCF Blower Building Roof needs to be replaced. Nine roofing businesses were contacted with three responding.

Hawkeye Flat Roof Solutions LLC bid \$18,525 for the roof and \$4.00/sq.ft for insulation replacement.

T&K Roofing & Sheet Metal bid \$33,000 for the roof and \$5.25/sq.ft for insulation replacement.

Black Hawk Roof Company bid \$33,700 for the roof.

This project was approved in the 2023 CIP with the Headworks Building reroofing in the amount of \$260,000 and has been rolled over. The project payment would come from line item 610-815-6799. There was \$132,000 used for the Aeration Project. The remaining \$109,475 will remain in the CIP for the Headworks Building reroofing to be sent out for bid in early spring. There is an accompanying Resolution 268-2024 for Council approval.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



RESOLUTION NO. 268-2024

RESOLUTION Approving a Proposal for the Reroofing of the Blower Building at The Water Pollution Control Facility

WHEREAS, The City of Ottumwa, Iowa, Water Pollution Control Facility staff sent nine requests for quotes on the reroofing of the Blower Building and,

WHEREAS, The City of Ottumwa, received three proposals responding

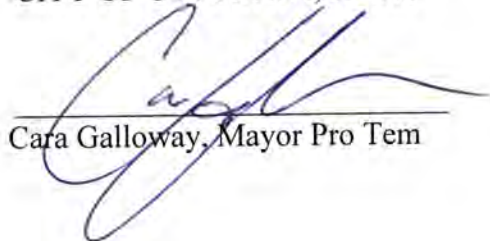
Hawkeye Flat Roof Solutions LLC bid \$18,525 for the roof and \$4.00/sq.ft for insulation replacement, T&K Roofing & Sheet Metal bid \$33,000 for the roof and \$5.25/sq.ft for insulation replacement, Black Hawk Roof Company bid \$33,700 for the roof and,

WHEREAS, This project was approved in the 2023 CIP.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The bid from Hawkeye Flat Roof Solutions LLC in the amount of \$18,525 for the roof and \$4.00/square foot for insulation replacement is approved for the WPCF Blower Building.

PASSED, ADOPTED and APPROVED this 19th day of November, 2024.

CITY OF OTTUMWA, IOWA



Cara Galloway, Mayor Pro Tem



ATTEST:



Christina Reinhard, CMC, City Clerk





CITY OF  
OTTUMWA

WATER POLLUTION CONTROL DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR REROOFING BLOWER BUILDING AT THE OTTUMWA WATER  
POLLUTION CONTROL FACILITY.

11-07-24  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

Bid Items:

<u>Blower Building Reroofing</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Roof (App.1300 sf)	1	LS	\$ <u>18,525.00</u>	\$ <u>18,525.00</u>
2. Insulation Replacement	1	Sq. Ft.	\$ <u>4</u>	\$ <u>          </u>
			TOTAL	\$ <u>18,525.00</u>

DEC or January weather pending  
EARLY START DATE

Conklin  
20-Year No Dollar Limit Watertight Manufacturer's Warranty (Specify)

up to 2 weeks  
TIME REQUIRED (Or Specify)

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Hawkeye Flat Roof solution LLC  
Name of Company

641-436-7839  
Phone Number

By Emos Miller  
Authorized Signature

11-07-24  
Date

Hawkeye Flat Roof Solutions LLC  
641-436-7893

WPCF - Blower Building  
Reroofing

**received**  
11.12.2024 10:15



[ CITY OF ]

OTTUMWA

WATER POLLUTION CONTROL DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR REROOFING BLOWER BUILDING AT THE OTTUMWA WATER  
POLLUTION CONTROL FACILITY.

11-7-2024  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

Bid Items:

<u>Blower Building Reroofing</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Roof (App.1300 sf)	1	LS	\$ <u>33,000</u>	\$ <u>33,000</u>
2. Insulation Replacement	1	Sq. Ft.	\$ <u>5.25</u>	\$ <u>5.25</u>
			TOTAL	\$ <u>33,000</u>

12-30-2024

EARLY START DATE

\$1,600

20-Year No Dollar Limit Watertight Manufacturer's Warranty (Specify)

1 WEEK

TIME REQUIRED (Or Specify)

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

T&K ROOFING + SHEET METAL INC.

Name of Company

319-848-4181

Phone Number

By Peter Lopez

Authorized Signature

11-7-2024

Date

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0600 Fax 641-683-0613





EXPERIENCE THE DIFFERENCE

CEDAR RAPIDS IA 522

7 NOV 2024 PM 1 1

FIRST CLASS



US POSTAGE THE POWER OF MAIL  
ZIP 52227 52274 000741451 \$ 000.69<sup>0</sup> NOV 07 2024

City Clerk  
210 West Main Street  
Ottumwa, Iowa 52501

**received**  
11-12-24 12pm

Sealed Bid Enclosed  
WPCF - Blower Building Rerest

52501-250099



**Chris Reinhard**

---

**From:** John Lloyd  
**Sent:** Tuesday, November 12, 2024 9:06 AM  
**To:** Chris Reinhard  
**Subject:** FW: RFQ for a roof at the Ottumwa Water Pollution Control Facility  
**Attachments:** BHRC Roof Bid.pdf

Chris,  
Attached is a roof bid from Black Hawk Roofing.

John Lloyd  
Water Pollution Control Superintendent  
2222 Emma St, Ottumwa, IA 52501  
641-683-0641

**received**  
11-12-2024 10:15



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**From:** Mike Kerker <mike@blackhawkroof.com>  
**Sent:** Monday, November 11, 2024 2:08 PM  
**To:** John Lloyd <lloydj@ottumwa.us>  
**Subject:** Re: RFQ for a roof at the Ottumwa Water Pollution Control Facility

John,  
Attached is my roof bid for your consideration. If you have any questions please let me know.

Thank you,  
Mike Kerker, Senior Project Manager



On Tue, Oct 29, 2024 at 10:49 AM John Lloyd <lloydj@ottumwa.us> wrote:

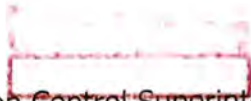
Greg, Mike, and Michael,

Attached is an RFQ for the City of Ottumwa Water Pollution Control Facility.

If you have any questions, feel free to call me.

Thank you

John Lloyd



Water Pollution Control Superintendent

2222 Emma St, Ottumwa, IA 52501

641-683-0641



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CITY OF  
OTTUMWA

WATER POLLUTION CONTROL DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR REROOFING BLOWER BUILDING AT THE OTTUMWA WATER  
POLLUTION CONTROL FACILITY.

11/11/24  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

Bid Items:

<u>Blower Building Reroofing</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items: 1. Roof (App.1200 sf)	1	LS	\$ <u>33,705</u>	\$ <u>33,705</u>
			TOTAL	\$ <u>33,705</u>

12/1/24  
EARLY START DATE  
Carlisle or Johns Manville  
20-Year No Dollar Limit Watertight Manufacturer's Warranty (Specify)  
5 working days  
TIME REQUIRED (Or Specify)

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

If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Black Hawk Roof Company  
Name of Company  
By [Signature] Mike Kerker  
Authorized Signature

319 277 9355  
Phone Number  
11/11/24  
Date

**received**  
11-14-24 1150

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Nov 19, 2024

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #269-2024. Approving a Rental Fee and Damage Deposit for the Boy Scout Building

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution #269-2024

DISCUSSION: The City of Ottumwa recently took possession of the Boy Scout building in Ottumwa Park. Parks employees have cleaned the interior and painted the exterior. The Parks department intends to begin renting this building to the public in 2025. On November 12, 2024, the Ottumwa Parks Advisory Board approved a rental fee of \$100 per day and a \$100 deposit for the Boy Scout Building. This building has electricity, a refrigerator, a stove, and water nearby.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION # 269-2024

A RESOLUTION ESTABLISHING A FEE AND DAMAGE DEPOSIT FOR RENTING THE BOY SCOUT BUILDING

WHEREAS, The City of Ottumwa intends to rent the Boy Scout building in Ottumwa Park, and;

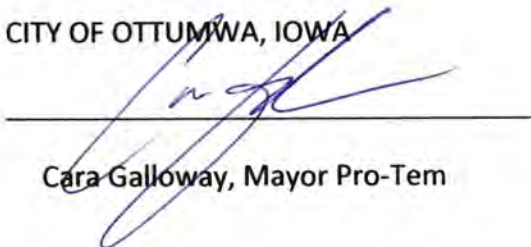
WHEREAS, The Ottumwa Parks Advisory Board approved a rental fee of \$100 per day and a \$100 damage deposit, and;

WHEREAS, The Boy Scout building is in excellent condition and will need to be maintained in the future.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The rental fee of \$100 per day and damage deposit of \$100 should be established for the Boy Scout building.

APPROVED, PASSED, AND ADOPTED, this 19<sup>th</sup> day of November, 2024.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Cara Galloway, Mayor Pro-Tem

ATTEST:

  
\_\_\_\_\_

Christine Reinhard, City Clerk



**received**  
11.15.24 930

Item No. I.-6.



# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Nov 5, 2024

Planning & Development  
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 270-2024: Resolution Setting the Date for a Public Hearing on the Proposal to Convey Interests in Real Property to the Iowa Department of Transportation

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 270-2024

DISCUSSION: This resolution sets December 3 as the date of a public hearing to consider a temporary easement that will allow the Iowa DOT to use portions of City property during a planned highway project. The easement will affect areas around the Central Fire Station. The start date of the project is not available but DOT has promised significant notice to prepare for any disruption. The DOT will compensate the City \$100 for the easement.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

November 19, 2024

5:30 P.M.

- Resolution setting the date for a public hearing on the proposal to convey interests in real property to the Iowa Department of Transportation

### 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 IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 19, 2024

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Pro Tem Galloway, in the chair, and the following named Council Members:

Doug McAntire, Keith Caviness, Dan Reid, Cara Galloway  
Bill Hoffman, Jr.

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member Hoffman then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY TO THE IOWA DEPARTMENT OF TRANSPORTATION", and moved that the same be adopted. Council Member McAntire seconded the motion to adopt. The roll was called and the vote was,

AYES: McAntire, Caviness, Reid, Galloway, Hoffman

\_\_\_\_\_

NAYS: \_\_\_\_\_

WHEREUPON, the Mayor declared the resolution duly adopted as follows:



RESOLUTION NO. 270-2024

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY TO THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Ottumwa (the "City") has received a proposal from the Iowa Department of Transportation (the "Buyer"), in the form of a proposed Temporary Easement Purchase Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property (the "Property") to Buyer for a purchase price of \$100.00 and in consideration of Buyer's other obligations under the Agreement, which Property is legally described as follows:

Part of Lot 109 in Block 7 in the Original Plat of the City of Ottumwa, Wapello County Iowa

WHEREAS, the temporary easement granted by this Agreement will terminate upon the Buyer's completion of the highway project (as that term is defined in the Agreement), subject to the detailed terms and conditions set forth in the Agreement; and

WHEREAS, to comply with the procedural requirements of the Iowa Code, this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City's interests in the Property, at which time this Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council shall hold a public hearing at its meeting which begins at 5:30 P.M. on December 3, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa for the purpose of taking action on the matter of the proposal to convey interests in real property to the Iowa Department of Transportation, pursuant to the terms and conditions of the proposed Agreement.

Section 3. That the City Clerk is hereby directed to cause at least one publication of a notice of said public hearing in a newspaper published at least once weekly and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the public hearing and proposed action shall be in substantially the following form:

**(One publication required)**

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 CONVEY REAL  
PROPERTY TO THE IOWA DEPARTMENT OF  
TRANSPORTATION PURSUANT TO A PROPOSED  
TEMPORARY EASEMENT PURCHASE AGREEMENT, 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 before itself at its meeting that commences at 5:30 P.M. on December 3, 2024, in the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Temporary Easement Purchase Agreement (the "Agreement") with the Iowa Department of Transportation (the "Buyer"), and the proposal to convey certain real property (the "Property") to the Buyer, pursuant to the terms and conditions of the Agreement. The Property is legally described as:

Part of Lot 109 in Block 7 in the Original Plat of the City of Ottumwa, Wapello  
County Iowa

The temporary easement granted by this Agreement will terminate upon the Buyer's completion of the highway project, subject to the detailed terms and conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After all objections have been received and considered, the Council may at this meeting or at any adjournment thereof, take additional action to approve the Agreement or to modify the Agreement, or may abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Iowa Code Section 364.6.

Dated this 19 day of November, 2024.

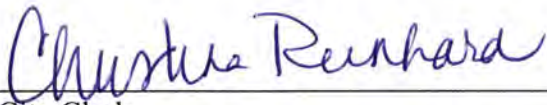
Christina Reinhard  
City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 19 day of November 2024.

  
\_\_\_\_\_  
Mayor Pro Tem

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 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 19 day of November 2024.

*Christine Reinhard*

City Clerk, City of Ottumwa, State of Iowa

(SEAL)





Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com  
Logan S. Brundage  
515.246.0331  
lbrundage@ahlerslaw.com

November 15, 2024

***Letter and All Enclosures Sent via E-mail***

Zach Simonson  
Community Development Director  
City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501

RE: City of Ottumwa – Conveyance of Property Interest to Iowa Department of Transportation – Resolution Fixing Date for a Public Hearing (November 19, 2024)

Dear Zach:

Enclosed are the prepared proceedings to be acted upon by the Council to fix the date for a public hearing on the proposal to enter into a Temporary Easement Purchase Agreement with the Iowa Department of Transportation (the “Agreement”).

Note: The enclosed documents were drafted based on information current as of the date of this letter. If material changes are made to the Agreement after the approval procedures have begun, the enclosed documents may not be effective. Accordingly, the Notice of Public Hearing may have to be re-published for a later meeting.

**Resolution Fixing Public Hearing Date**

The enclosed Resolution sets the date of a public hearing on the Agreement for December 3, 2024, and orders the related publication of the Notice of Public Hearing. You should provide the City Council with a copy of the Agreement in the materials for the meeting.

**Fair Value for Property**

Recall that the Iowa Code prohibits a city from gifting real property, except to another government entity for a public purpose. Accordingly, the City Council will need to be comfortable that it is receiving adequate value for the Property. The City may consider the purchase price offered as well as non-monetary value (such as development commitments) when evaluating if the Agreement offers adequate value/fair value for the Property.

Before or during the Council meeting, we recommend providing the City Council with any supplementary information regarding value of the Property (such as an appraisal of the property), in order to help the Council make this determination. Additional information that may

support a Council finding of “fair value” includes a third-party appraisal, information on assessed value of the Property, or an opinion from a local real estate broker or other real estate professional regarding the Property.

**Notice of Public Hearing**

The Notice of Public Hearing must be published at least once in a local newspaper. The Notice of Public Hearing must be published not less than 4 nor more than 20 days prior to the date of the public hearing. Please let us know immediately if the Notice of Public Hearing is not published at least 4 days prior to December 3, 2024.

**Documentation to Return**

Please return a completed copy of the proceedings to our office. After publication in the newspaper, please return a completed copy of the publisher’s affidavit certificate for the Notice of Public Hearing to our office. The documents can be returned by mail or email, whichever is most convenient.

If you have any questions, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

By: */s/ Logan S. Brundage*

Logan S. Brundage

LSB: mp

cc: Chris Reinhard

Enclosures: Agenda Items with Resolution;  
Notice of Public Hearing;  
Certificate of Publisher’s Affidavit of Publication



Return to and Prepared by Mark Holm, Right of Way Bureau, Iowa Department of Transportation,  
800 Lincoln Way, Ames, IA 50010, 515-233-7867

Form 634010 (07-18)



Right of Way Bureau, 800 Lincoln Way, Ames, Iowa 50010

Toll-Free: 866-282-5809

FAX: 515-239-1247

www.iowadot.gov/rightofway

### TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: 1 County: Wapello  
Project Number: STPN-149-1(89)--2J Route Number: 149  
Seller: City of Ottumwa

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following: Part of Lot in Block 7 in the Original Plat of the City of Ottumwa, in the County of Wapello, State of Iowa, and more particularly described on page 4, for the purpose to shape and shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from a change. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and construction of this public improvement project.

2. The Buyer agrees to pay to the Seller the total lump-sum payment of \$ 100.00 on or before 60 days. Seller agrees to grant possession of the premises upon payment. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.
3. The Seller warrants that there are no tenants on the premises holding under lease, except none.
4. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.
5. This agreement shall apply to and bind the legal successors in interest of the Seller. The Seller agrees to warrant good and sufficient title. The names and addresses of any lien holders are none.
6. If this agreement is recorded, in addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. Buyer agrees that any agricultural drain tiles located within the premises that are damaged or require relocation by highway construction, shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access-control purposes only at no expense to the Seller. The Buyer shall have the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except none.
11. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. Buyer agrees to construct a type B entrance at Sta. 401 + 97, Left side, road.

It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

**Seller's signature and claimant's certification:** Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.  
City of Ottumwa

By X

By X

Cara Galloway-Mayor Pro Tem  
105 East 3rd St  
Ottumwa, Iowa 52501

Chris Reinhard

**This section to be completed by a Notary Public.**

STATE OF IOWA

COUNTY OF 90 ss:

On this \_\_\_ day of \_\_\_, \_\_\_ before me, the undersigned, a notary public in and for said the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ 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; 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 ordinance number \_\_\_\_\_, passed (the resolution adopted) by the city council under roll call number \_\_\_\_\_ of the city council on the \_\_\_ day of \_\_\_\_\_, and that \_\_\_\_\_ and \_\_\_\_\_ 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.

(AFFIX NOTARIAL SEAL BELOW)

\_\_\_\_\_  
(Sign in ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

Recommended by

(Sign in ink): X

(Date)

Project Agent

(Printed Name): Jessica Birchmier

Approved by

(Sign in ink): X

(Date)

Right of Way Director

(Printed Name): Brad Hofer

**BUYER'S ACKNOWLEDGEMENT**

STATE OF IOWA }

COUNTY OF STORY }

ss:

On this \_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared ROW Director, Brad Hofer known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Iowa



IOWA DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY BUREAU  
 PLOT PLAN

PARCEL NO.: 1

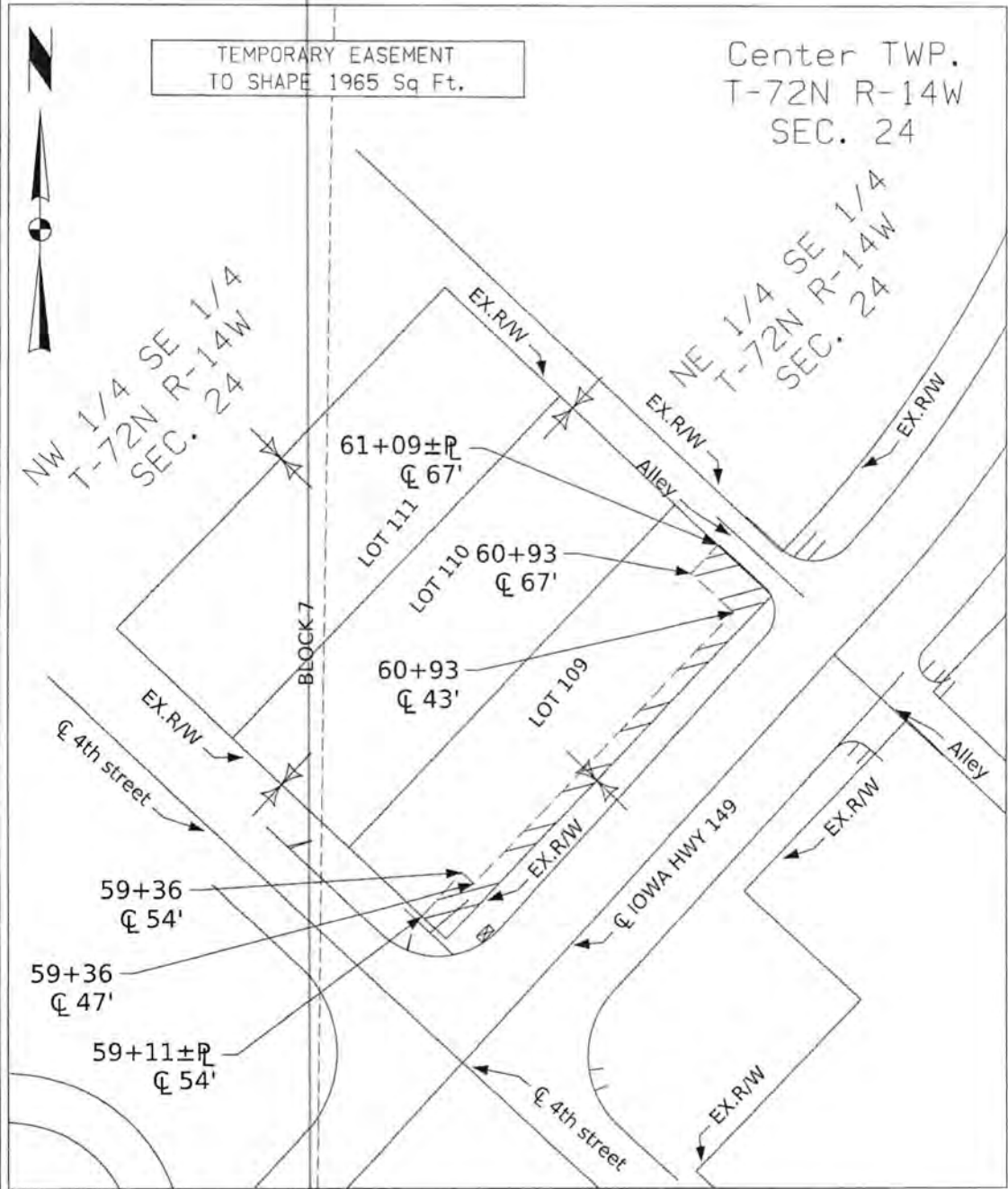
OWNER: City of Ottumwa

SECTION: 24 T 72 N-R 14 W.

SCALE: 1" = 50'

Lots 109 EX SE 10.5", 110 & 111 Block 7

LEGEND



COUNTY: Wapello

PROJECT NO.: STPN-149-1(89)--2]-90



Office of Right of Way, 800 Lincoln Way, Ames, IA 50010

Ph.: 515-290-3191  
FAX: 515-239-1247  
E-mail: kelly.dunn@iowadot.us  
[www.iowadot.gov](http://www.iowadot.gov)

**Appraisal Waiver**

Parcel Number: 1 County: Wapello

Project Number: STPN-149-1(89)—2J-90 Route Number: 149

Recorded Owner(s) City of Ottumwa

Owner's(s) Mailing Address 105 East 3<sup>rd</sup> St, Ottumwa IA 52501

Tenant(s) \_\_\_\_\_

Tenant (s) Mailing Address \_\_\_\_\_

Subject Property Address \_\_\_\_\_

This property is described as Part of Lot 109 in Block 7 in the Original Plat of the City of Ottumwa, Wapello County Iowa.

Basis for land compensation Project approved data

Land to be acquired by fee title \_\_\_\_\_ acre @ \_\_\_\_\_ = \$ 0.00

Permanent easement \_\_\_\_\_ acre @ \_\_\_\_\_ = \$ 0.00

Other considerations:

Temporary Easement Only

Total compensation \$100.00

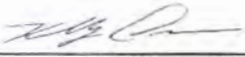
Compensation for right of way fence is to be determined by a fixed schedule or in accordance with Iowa Code section 6B.44.


**Certification**

I certify that I am familiar with the property that is the subject of this compensation estimate, that the valuation is based upon data contained in the files of the Iowa Department of Transportation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

Approved by

  
\_\_\_\_\_  
Kelly Dunn Date

  
\_\_\_\_\_  
Jessica Birchmier Date 11-12-2024



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph.: 515-290-3191  
FAX: 515-239-1247  
E-mail: [kelly.dunn@iowadot.us](mailto:kelly.dunn@iowadot.us)  
[www.iowadot.gov](http://www.iowadot.gov)

DATE 11/12/2024

COUNTY Wapello

PROJECT STPN-149-1(89)—2J-90

PARCEL 1

**OFFER TO PURCHASE – Appraisal Waiver**

Owner City of Ottumwa

Address 105 East 3<sup>rd</sup> St, Ottumwa IA 52501

Pursuant to federal and state regulations, the Iowa Department of Transportation presents to you the pamphlet Highways and Your Land and submits an offer of \$100.00, which represents just compensation of the right of way needed from your property.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization to personal property any sooner than 2/10/2025, which is at least 90 days from the date of this notice.

By   
\_\_\_\_\_  
Kelly Dunn, Acquisition Agent



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

**TENANT INFORMATION**

County: Wapello Project Number: STPN-149-1(89)--2J-90 Parcel Number: 1

There is currently no lease in effect on this property.

There is a tenant on this property with a lease in effect.

Tenant's Name: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Lease Type:  Verbal  
 Written (provide copy of lease contract, if possible)

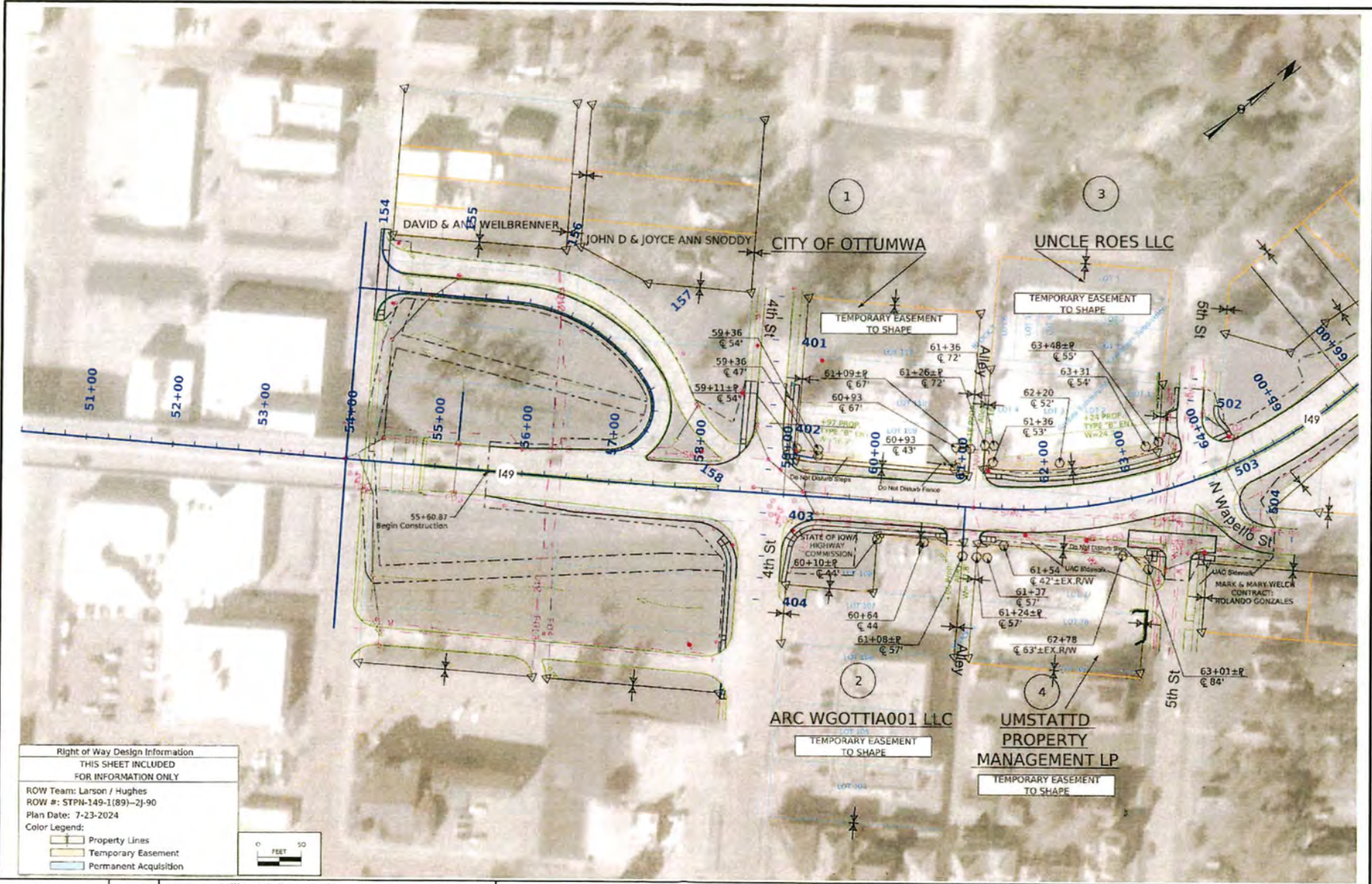
Term:  Month-to-Month  
 Year-to-Year  
 Other: \_\_\_\_\_

Amount of Rent \$ \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date





Right of Way Design Information  
 THIS SHEET INCLUDED  
 FOR INFORMATION ONLY

ROW Team: Larson / Hughes  
 ROW #: STPN-149-1(89)-2J-90  
 Plan Date: 7-23-2024

Color Legend:

- Property Lines
- Temporary Easement
- Permanent Acquisition



CITY OF OTTUMWA
Staff Summary

\*\* ACTION ITEM \*\*

Council Meeting of: Jun 18, 2024

Philip Rath

Prepared By

Administration

Department

Department Head

Handwritten signature of Philip Rath

City Administrator Approval

AGENDA TITLE: Resolution 147-2024 - Approving an Agreement with McMahon Associates, Inc. for Professional Consulting Services

\*\*\*\*\*

Empty checkbox

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

RECOMMENDATION: Pass and adopt Resolution 147-2024

DISCUSSION:

With the retirement of Fire Chief Miller in September of 2023, the position has not been filled in a permanent capacity. The City has attempted to fill the position on two occasions. The first time resulted in one eligible candidate who was offered the position and turned it down. The second time resulted in one applicant who was not certified under the civil service procedure. Since the first failed attempt to fill the position I have been looking for alternative support to assist with the administrative functions of the role. One of these options was a retired fire chief who reviewed the opportunity and expressed the task bigger than one person could take on. Another option that was explored was the use of a company which

Source of Funds: General Fund - Fire

Budgeted Item:



Budget Amendment Needed:

specializes in the management of public safety and municipal entities. Attached to this document is a proposal for Professional Consulting Services for the fire department. The company would assign a team of professionals who have experience in the fire and emergency services area. They would be on site 4-5 days per month and available for consultation and support outside of those days.

The team would work with fire officers, city administration, and outside agencies as needed to review current practices and make recommendations related to required trainings, compliance with legal guidelines and standards, equipment, standard operating guidelines and policies, general operations, and EMS coordination. They work with current staff and DO NOT take command at any scene or incident. The company would provide support and guidance on the administrative side of the job and may prepare staff to be ready and able to take on the position the next time the job is posted for hire and/or assure the outside agencies that the City of Ottumwa of its support for the fire department and its future operation.



**Pulled - No Legislative Action**

**RESOLUTION NO. 147-2024**

**RESOLUTION APPROVING AN AGREEMENT WITH  
MCMAHON ASSOCIATES, INC FOR  
PROFESSIONAL CONSULTING SERVICES**

**WHEREAS**, the City of Ottumwa has been operating without a full time fire chief since the retirement of Tony Miller; and

**WHEREAS**, the City has attempted on two separate occasions to fill the role and has been unsuccessful on both occasions, the first attempt resulting in a candidate turning down an offer and the most recent attempt receiving only one applicant; and

**WHEREAS**, McMahon Associates, Inc. has a Public Safety & Municipal Management component of their company which can provide support and counsel to the Interim Fire Chief, the Department, and the City; and

**WHEREAS**, the City has identified a need for Fire Management Counsel by professionals who can provide administrative support while evaluating and making recommendations related to the operating policies and procedures, equipment, training, and compliance of the fire department; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the proposed Agreement between the City of Ottumwa, Iowa and McMahon Associates Inc. be hereby approved.

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

APPROVED, PASSED AND ADOPTED, this 18<sup>th</sup> day of June, 2024.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Richard W. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Christina Reinhard, City Clerk



## Fire Management Counsel

Prepared for The



WAPELLO COUNTY | IOWA

February 12, 2024

Prepared By

Kevin Kloehn, Public Safety Specialist

Jeffrey R. Roemer, Public Safety Manager



## Fire Management Counsel

Prepared for The



Prepared By  
McMahon Associates, Inc. | NEENAH, WISCONSIN  
February 12, 2024

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February 12, 2024

City of Ottumwa  
Attn: Philip Rath, City Administrator  
105 E. Third Street  
Ottumwa, IA 52501

Dear Mr. Rath,

We are pleased to submit a proposal for Fire Management Counsel for the City of Ottumwa. Our teams' passion for Public Safety and working with Fire Management provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMahon) team of consultants will not only meet your expectations, but also have extensive Fire Management experience.

McMahon's Public Safety and Municipal Management Group is a national and international consulting firm whose focus is on public sector consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 403 or by email at [kkloehn@mcmgrp.com](mailto:kkloehn@mcmgrp.com). We look forward to working with you on this important project!

Respectfully,  
McMahon Associates, Inc.

Kevin Kloehn  
Public Safety Specialist

Jeffrey R. Roemer  
Public Safety Manager

JRR:kmh



McMahon provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.



Our approach to this project requires a clear understanding of the current Fire Departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

### **Client Input**

To provide Fire Management Counsel and make specific recommendations, it is critical that we receive quality information from officials, and staff. Accordingly, our approach includes regular meetings with the City Administrator and Fire Chief, along with associated agencies that would have valuable information to communicate to the Service.

### **Practical Recommendations**

Our goal is to provide our client with realistic recommendations for the administration and management of the fire department. These recommendations need to be practical and based on sound practical standards and legal considerations.

### **Project Management**

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the City and Fire Department Administration.

### **Department Meetings**

Initial meetings will be held with the City and Fire Administration and/or Fire Officers, to review the duties and responsibilities of McMahon during the term of this project.

### **Management Team**

The management team will consist of the McMahon project team, primarily Kevin Kloehn, and the City Administrator, the Fire Chief and his Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan, which will be utilized to complete the project.

### **Availability**

The McMahon project manager will be on-site an average of four to five days per month and will provide the ability for direct communications with the Fire Chief and City Administrator daily.

### **Administration**

The management team will manage the project direction, revisions of department operations, coordination of agencies and resource needs.

### **Training**

The management team will develop a department-wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.

### **Compliance**

The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. McMahon will also assist with coordinating corporate and public legal assistance if needed.

### **Equipment and Maintenance**

The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.

### **Standard Operating Guidelines**

The Project Manager will also provide guidance and assistance with the implementation and training of any changes to the department standard operating guidelines and response plans.

## **External Contacts**

The Project Manager will assist with external fire departments, dispatch and related agencies as needed.

## **Reporting**

A management summary report will be provided to the City Administrator monthly. This report will outline the project team and department activities and actions that have taken place during this project.

## **Emergency Scene Operations**

The management team will review current incident scene practices and uniformity and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices, and uniformity throughout the Department, based on the recommendations. McMahon personnel will not be in a position to take command at the scene of any incident.

## **EMS Coordination**

The Project Manager would also be available to assist with EMS coordination as needed by the Department.



### **Project Fee**

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Fire Management Counsel as follows:

*Time & Expense estimated at: \$10,000 - \$13,000 per month*

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated November 10, 2024, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

### **Project Schedule**

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience in projects similar in nature, it is estimated that it will take approximately five to eight (5-8) months to complete. This timeline is contingent upon the compliance issues that need to be worked on. There will be weekly communications with the City Administration and regular review of project hours and prioritizing of objectives.



Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources ensure that the client receives the best possible combination of professional attention.

**Kevin K. Kloehn – Public Safety Specialist**

Kevin will serve as Project Manager. Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

**Kevin J. Bierce – Senior Public Safety Specialist**

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions including Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

**Robert C. Whitaker – Senior Public Safety Specialist**

Robert will assist the Project Team and has over 25 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

#### Gerald W. Kudek – Public Safety Specialist II

Gerald is an experienced and dedicated public safety professional with over 38 years of experience in the fire service. Starting as a paid-on-call firefighter, he advanced to a full-time career and has served in every aspect of the fire department, from firefighter/EMT, Motor Pump Operator, Lieutenant in charge of Training, Battalion Chief, and to his last 10 years as Fire Chief. His strong leadership and relationship building skills were key as the department gained City Council approval of 9 new firefighter positions (without grant or referendum), as well as moving forward with new station construction and a station remodel. His areas of expertise include fiscal responsibility, problem solving, and innovative thinking.

#### Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahan. He is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

RIPON AREA FIRE DISTRICT  
**Strategic Planning & Org Analysis and Fire Management Counsel**  
Ellen Sorenson  
515 Aspen Street,  
Ripon, WI 54971  
920-745-2262

CITY OF MAUSTON  
**Fire Management Counsel**  
Mauston Police and Fire Commission  
Brian McGuire, Chairman  
[btmcguire77@gmail.com](mailto:btmcguire77@gmail.com)  
303 Mansion Street  
Mauston, WI 53948  
608-548-3035

HOLMEN FIRE DISTRICT  
**Fire Department Sustainability and Fire Management Counsel**  
Patrick Barlow, Fire Board President  
[barlow@holmenwi.com](mailto:barlow@holmenwi.com)  
710 South Main Street,  
Holmen, WI 54636  
608-526-9363

CITY OF BARABOO, WI  
**Fire Dept. Organizational & Consolidation Feasibility Study**  
Edward Geick, City Administrator  
101 South Blvd  
Baraboo, WI 53913  
608-355-2715

CITY OF DE PERE, WI  
**Fire Dept. Organizational & Consolidation Feasibility Analysis and Interim Fire Chief Services**  
Larry Delo, City Administrator  
335 S. Broadway  
De Pere, WI 54115  
920-339-4044



VILLAGE OF GERMANTOWN  
**Fire Management Counsel Services**  
Steven Kreklow, Village Administrator  
[skreklow@germantownwi.gov](mailto:skreklow@germantownwi.gov)  
N112W1701 Mequon Road  
Germantown, WI 53022  
262-250-4775

CITY OF GREEN BAY  
**Interim Fire Chief Services**  
Eric Genrich, Mayor  
100 N. Jefferson Street  
Green Bay, WI 54301  
920-448-3000

VILLAGE OF JOHNSON CREEK  
**Interim Fire Chief Services and Fire Management Counsel**  
Sam Bell, Village Clerk  
[samb@johnsoncreekwi.org](mailto:samb@johnsoncreekwi.org)  
125 Depot Street  
Johnson Creek, WI 53038  
920-699-2296





CITY OF  
OTTUMWA

**Citizen Input Request Form**

11-19-2024

Council Meeting Date

Name: Yad Thomas

Address: 545 Ray St

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

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

Campkin on Asph for  
Removal

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The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.