



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 39
Bridge View Center, 102 Church St.

December 17, 2024
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Reid, Galloway, Hoffman, McAntire, Caviness and Mayor Johnson
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 38 on December 3, 2024 as presented.
 2. Acknowledge and approve December 17, 2024 Claims List as submitted by the Finance Department.
 3. Acknowledge November 2024 financial statements as submitted by the Finance Department.
 4. Recommend appointment of Jeffrey Hamann to the Zoning Board of Adjustments, term to expire 12/12/2029 due to a vacancy.
 5. Beer and/or liquor applications for: Under the Eagles, 109 S. Green St., Ste. 2; El Rancho Grande, 232 E. Main Street; American Gothic Performing Arts Greater Ottumwa Vocal Arts Project, 529 E. Main Street; Ottumwa Golf and Social Club, 304 E. Golf Ave., with outdoor service area; La Guadalupana, 301 Church Street; all applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Area 15 RPC – Chris Bowers

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 on the Fiscal Years 2026-2030 Capital Improvement Plan for the City of Ottumwa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 279-2024, approving the FY2026-2030 Capital Improvement Plan for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 279-2024.

2. This is the time, place and date set for a Public Hearing on the proposal to convey interests in real property to Wash King, Inc., pursuant to a proposed Purchase and Development Agreement related to a project within the Westgate Economic Development Urban Renewal Area.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 280-2024, approving and authorizing the conveyance of certain real property to Wash King, Inc. and approving and authorizing execution of a related Purchase and Development Agreement within the Westgate Economic Development Urban Renewal Area.

RECOMMENDATION: Pass and adopt Resolution No. 280-2024.

- 3. This is the time, place and date set for a Public Hearing on proposed Ordinance No. 3236-2025, amending the Code of Ordinances by changing the zoning classification of property known as 102 North Hancock and 103 North James, legally described as Lots 193 and 256 in Danes Addition to the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3236-2025, amending the Code of Ordinances by changing the zoning classification of property known as 102 North Hancock and 103 North James from R-4 Multifamily Residential District (Medium Density) to R-5 Multifamily Residential (High Density) District.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3236-2025.

- 4. This is the time, place and date set for a Public Hearing on proposed Ordinance No. 3237-2025, amending the Code of Ordinances by changing the zoning classification of property known as 2411 and 2415 North Court, City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3237-2025, amending the Code of Ordinances by changing the zoning classification of property known as 2411 North Court from C-3 Commercial Mixed-Use to C-2 Community Commercial District and the property known as 2415 North Court from R-1 Single Family Residential District to C-2 Community Commercial District.

RECOMMENDATION: Pass the first Consideration of Ordinance No. 3237-2025.

G. ORDINANCES:

- 1. Ordinance No. 3234-2025, discontinuing the Public Safety Advisory Committee of the City of Ottumwa, and Repealing Chapter 2, Article VI, Division 5 of the Code of Ordinances of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3234-2025.

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

I. RESOLUTIONS:

- 1. Resolution No. 275-2024, approving changes to the Compensation Handbook.

RECOMMENDATION: Pass and adopt Resolution No. 275-2024.

2. Resolution No. 276-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 516 Gladstone to Dustan Smith with Environmental Edge of Ottumwa, IA in the amount of \$11,300 (\$2,100 Abatement, \$9,200 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 276-2024.
3. Resolution No. 277-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 320 North Holt to Weston McKee of Fairfield, IA in the amount of \$13,700 (\$3,500 Abatement, \$10,200 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 277-2024.
4. Resolution No. 278-2024, awarding the contract for asbestos abatement and demolition of the condemned property at 625 Morris Street to Dustan Smith with Environmental Edge of Ottumwa, IA in the amount of \$9,700 (\$1,200 Abatement, \$8,500 Demolition).

RECOMMENDATION: Pass and adopt Resolution No. 278-2024.
5. Resolution No. 281-2024, a Resolution in support of the Proposed Terms to be Included in a Development Agreement by and between the City of Ottumwa and CBC Financial Corporation.

RECOMMENDATION: Pass and adopt Resolution No. 281-2024.
6. Resolution No. 282-2024, accepting the work as final and complete and approving the Final Pay Request for the 2024 Street Crack Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 282-2024.
7. Resolution No. 283-2024, approving Preliminary Engineering Services Agreement between the City of Ottumwa and BNSF (Burlington Northern Santa Fe) Railway Company for the BNSF Levee Crossing Project.

RECOMMENDATION: Pass and adopt Resolution No. 283-2024.
8. Resolution No. 284-2024, authorizing the Mayor to execute two (2) Permanent Easements, twenty-four (24) Temporary Construction Easements and four (4) Real Estate Purchase Agreements for Construction and Maintenance of Public Improvements for the Mary Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 284-2024.
9. Resolution No. 285-2024, authorize the purchase of three Video Detection Systems and four Advanced Cameras from Traffic and Transportation Products, Limited (TATPL) in the amount of \$55,600.

RECOMMENDATION: Pass and adopt Resolution No. 285-2024.
10. Resolution No. 286-2024, a Resolution supporting the Wapello County Trails Council's Recommendation to Incorporate a Pedestrian Crossing in conjunction with the Future IDOT Project to redeck the Wapello Street Bridge.

RECOMMENDATION: Pass and adopt Resolution No. 286-2024.

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.



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O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 12/13/2024 TIME: 10:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #39 to be held on 12/17/2024 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

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 DEPT. ID 4717
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REGULAR MEETING NO. 38
Bridge View Center, 102 Church St.

December 3, 2024
5:30 O'Clock P.M.

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

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

Caviness moved, seconded by Hoffman to approve consent agenda: Mins. from Regular Mtg. No. 37 on Nov. 19, 2024 as presented; Ack. and approve Dec. 3, 2024 Claims List submitted by Finance; Ack. Oct. 2024 financial stmts. submitted by Finance; Award Towing Contract for Police Dept. to Deran's Towing; Res. No. 265-2024, setting Dec. 17, 2024 as date for public hearing on FY26-30 CIP; Res. No. 273-2024, approving Amended FY 2024 Annual Urban Ren. Rpt.; Beer and liquor applications for: Reds Pub, 618 Church St.; Tequila Grill, 112 N. Market St.; RE/MAX Pride, 2431 Northgate, with OSA; Motion carried 4-1. Ayes: Caviness, Galloway, Hoffman, McAntire. Nays: Reid.

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

City Admin. Rath provided update.

Mayor Pro Tem 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 on proposal to convey certain real property interests to IA DOT, pursuant to a proposed Temp. Easement Purchase Agt. Comm. Dev. Dir. Simonson reported. No objections rec'd. Hoffman moved, seconded by Reid to close public hearing. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 274-2024, approving and auth. conveyance of certain real property interests to IA DOT and auth. execution of a related Temp. Easement Purchase Agt., be passed and adopted. All ayes.

Caviness moved, seconded by McAntire to pass first consideration of Ord. No. 3235-2024, amending Municipal Code of City of Ottumwa, by Amending Sections 8-2(e) and (f) to Revise Title of Airport Dir. and times when Brd. shall meet. All ayes.

Reid moved, seconded by Caviness to waive the second and third considerations, pass and adopt Ord. No. 3235-2024. All ayes.

Caviness moved, seconded by McAntire that Res. No. 271-2024, approving annual budget for Ottumwa Water Works Brd. of Trustees for calendar yr. 2025, be passed and adopted. OWW Gen. Mgr. Albert presented. All ayes.

McAntire moved, seconded by Hoffman that Res. No. 272-2024, fixing amt. for abating a nuisance against certain lots in the City for 2024 Demolition Assessments to Date, totaling \$201,155.46 for 10 properties, 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 5:58 P.M.



ATTEST:

Christina Reinhard
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 12/12/2024.

CITY OF OTTUMWA, IOWA

Cara Galloway, Mayor Pro Tem

Item No. B.-2.

Vendor Name	Purpose	Amount
CLAIMS LISTING 12/17/24 COUNCIL MEETING		
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	183.18
BAILEY OFFICE EQUIPMENT	OFFICE SUPPLIES	228.27
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	58.5
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	4,653.56
CARQUEST AUTO	VHCL MTCE SUPPLIES	773.31
CARROLL DISTRIBUTING	TOOLS & SMALL EQUIP	474.98
CNH INDUSTRIAL ACCOUNTS	VHCL MTCE SUPPLIES	227.75
INTERSTATE BATTERY	VHCL MTCE SUPPLIES	408.71
MACQUEEN EQUIPMENT	VHCL MTCE SUPPLIES	15,935.54
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	4,129.25
QUALITY SERVICES 149	VHCL MTCE SUPPLIES	402.4
SINCLAIR NAPA	VHCL MTCE SUPPLIES	1,236.08
THE VAN METER COMPANY	TOOLS & SMALL EQUIP	589.71
VAN METER INCORPORATED	EQUIP REPAIR	1,581.48
MENARDS	OPERATING SUPPLIES	4,152.73
AHLERS & COONEY P.C.	Legal Fees	408
BP	FUEL	284.42
BRIDGE CITY SANITATION LL	OTHER PROF SERV	163,302.29
BROWN'S SHOE FIT CO.	SUSTENANCE SUPPLIES	1,912.50
GRP & ASSOCIATES	HAZARDOUS WASTE DISPOSAL	53
IOWA LAW ENFORCEMENT	OTHER PROF SERV	320
J & J MOWING	CONTRACTUAL SERVICES	14,788.75
JCG LAND SERVICES INC	OTHER PROFESSIONAL SERVICES	19,569.04
JEO CONSULTING GROUP, INC	CONTRACTUAL SERVICES	3,686.50
KRAIG FORD	VHCL MTCE SUPPLIES	599.9
LIBERTY TIRE	TIRE DISPOSAL	2,769.68
MANATT'S INC	STREET MAINT SUPPLIES	288.95
MARIA BAEZA	REFUNDS	300
MARTIN EQUIPMENT OF IL	VHCL MTCE SUPPLIES	1,075.00
MCKEE CONSTRUCTION AND	CONTRACTUAL SERVICES	24,300.00
O'REILLY AUTOMOTIVE	VHCL MTCE SUPPLIES	1,156.03
OTTUMWA HEALTH GROUP LLC	EMPLOYEE PHYSICALS/TEST	524
OTTUMWA PRINTING INC.	OPERATING SUPPLIES	564.99
PBC GURU	CONTRACTUAL SERVICES	2,500.00
TK CONCRETE	CONTRACTUAL SERVICES	60,534.00
VEENSTRA & KIMM INC	CONTRACTUAL	37,940.53
VETTER'S INC-CULLIGAN WAT	LAB SUPPLIES	38.5
WILLETT HOFMANN	OTHER PROF SERV	1,185.00
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	172.6
ALTORFER	VHCL MTCE SUPPLIES	5,243.06
AMERICAN BOTTLING COMPANY	CONCESSION - RESALE	184.32
ATOMIC TERMITE & PEST	RAMP MAINT & REPAIR	130
AUTOZONE INC	VHCL MTCE SUPPLIES	155.99
BI-STATE CONTRACTING INC.	CONTRACTUAL SERVICES	222,354.96
BLACKHAWK BODYSHOP AND	OTHER CAPITAL EQUIP	500

BLAISE RUPE	CLOTHING ALLOWANCE	106.99
BRIAN LEWIS	CLOTHING ALLOWANCE	94.47
BRIDGE VIEW CENTER	CONTRACTUAL SERVICES	97,106.64
BUB'S TREE CARE	TREE TRIMMING	4,250.00
CAMERON DEPENNING	CLOTHING ALLOWANCE	200
CENTRAL SALT LLC	STREET MAINT SUPPLIES	7,712.47
CENTRAL SERVICE & SUPPLY	OTHER MAINT & REPAIR	3,850.49
CITY OF OTTUMWA, CEMETERY	CASH INVESTED PASSBK SVNG	452
CONSOLIDATED ELECTRICAL	GROUND MAINT & REPAIR	309.99
CREDIT BUREAU SERVICES	REIMBURSEMENT	150
CURALINC, LLC	WELLNESS PROGRAM	1,714.14
D P PLUMBING PLUS	GROUND MAINT & REPAIR	471.62
DRISH CONSTRUCTION INC.	CONTRACTUAL SERVICES	67,082.28
ELITE PLUMBING	GROUND MAINT & REPAIR	413.06
ERHARDT, CLAYTON	RENTS & LEASES	715
EUROFINS ENVIRONMENT	LAB SUPPLIES	2,524.13
FASTENAL COMPANY	VHCL MTCE SUPPLIES	301.57
HAWKEYE ENVIRONMENTAL	CONTRACTUAL SERVICES	605
HAWKEYE TRUCK EQUIPMENT	OTHER CAPITAL EQUIP	1,700.00
HEARTLAND AVIATION	RENTS & LEASES	125
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	120
HILL PRODUCTIONS & MEDIA	OTHER PROF SERV	20
HOPKINS & HUBBNER PC	LEGAL FEES	12,741.40
INDUSTRIAL CHEMICAL	GROUND MAINT & REPAIR	76
INFOMAX	PHOTOCOPIES	825.87
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	1,799.73
INLAND TRUCK PARTS & SERV	VHCL MTCE SUPPLIES	291.69
IOWA COMMUNITIES ASSURANC	VHCL INSURANCE	472
IOWA INTERNATIONAL	CONTRACTUAL SERVICES	355.3
IOWA TIRE SALES COMPANY	VHCL MTCE SUPPLIES	287.5
J&K CONTRACTING	CONTRACTUAL	56,632.59
JERI HALL	REFUNDS	35
JONES CONTRACTING CORP	ENGINEERING	196,343.90
KIRKHAM MICHAEL	ENGINEERING	7,501.48
MACQUEEN EQUIPMENT	SUSTENANCE SUPPLIES	823.02
MIDWEST AUTO GLASS & TIRE	VHCL MTCE SUPPLIES	168
MIKES TIRE AND	VHCL MTCE SUPPLIES	1,198.00
MOBILE LOCKSMITH & ALARM,	OPERATING SUPPLIES	146.4
MOTION INDUSTRIES	OTHER MAINT & REPAIR	458.28
MSA SAFETY SALES LLC	OTHER MAINT & REPAIR	13,792.34
MUNICIPAL PIPE TOOL CO LL	VHCL MTCE SUPPLIES	1,516.93
OFFICIAL PEST CONTROL	MISC CONTRACT WORK	55
PETTY CASH THE BEACH	POSTAGE & SHIPPING	16.46
PPG ARCHITECTURAL FINISHE	OPERATING SUPPLIES	133.48
PROFESSIONAL JANITORIAL	JANITORIAL	3,130.00
QUINTON LUNT	Travel & Conferences	21.04
RED ROOSTER WELDING	VHCL MTCE SUPPLIES	375

RG CONSTRUCTION LLC	CONTRACTUAL SERVICES	247,475.00
ROSENMANS INC	OPERATING SUPPLIES	1,940.49
ROYAL PORTABLE TOILETS	MISC CONTRACT WORK	115.16
S & L ALL SEASON	TOOLS & SMALL EQUIP	493.48
SAMANTHA CAIN	TRAVEL & CONFERENCE	18.09
SCHUMACHER ELEVATOR CO	BUILDING MAINT REPAIR	547.17
SUPREME STAFFING INC	CONTRACT EMPLOYEES	7,717.01
SYN-TECH SYSTEMS, INC.	TECHNOLOGY SERVICES	2,988.00
Taft Stettinius & Hollister LLP	CONTRACTUAL SERVICES	2,000.00
THE STITCH DOCTOR	SUSTENANCE SUPPLIES	116.04
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	1,200.00
TRUITT ABSTRACT COMPANY	CONTRACTUAL SERVICES	175
TYLER BATTERSON	CLOTHING ALLOWANCE	180
UKG KRONOS SYSTEMS LLC	CONTRACTUAL SERVICES	5,983.73
VAN METER INCORPORATED	TOOLS & SMALL EQUIP	332.69
WAPELLO COUNTY SHERIFF	TECHNOLOGY SERVICES	2,581.46
WAYNE'S TIRE	VHCL MTCE SUPPLIES	490
WILLETT HOFMANN	CONTRACTUAL SERVICES	3,350.00
WRH INC	CONTRACTUAL SERVICES	11,780.00
TOTAL		1380582.04

STATEMENT OF CASH BALANCES AND TREASURER'S REPORT
11/30/2024

Fund #	Fund	Balance 10/31/2024	Receipts	Disbursements	Balance 11/30/2024
001	GENERAL OPERATING FUND	\$ 6,111,808.51	\$ 2,132,331.87	\$ (2,512,252.95)	\$ 5,731,887.43
002	PARKING RAMP	\$ 68,442.49	\$ 2,120.50	\$ (2,800.00)	\$ 67,762.99
003	ARPA	\$ 879.93	\$ -	\$ -	\$ 879.93
005	FRANCHISE FEES	\$ (241,140.30)	\$ 407,261.57	\$ -	\$ 166,121.27
110	ROAD USE TAX	\$ 4,969,184.08	\$ 1,524,168.15	\$ (2,131,464.79)	\$ 4,361,887.44
112	EMPLOYEE BENEFITS	\$ 163,706.74	\$ -	\$ -	\$ 163,706.74
119	EMERGENCY TAX	\$ 2,264.95	\$ -	\$ -	\$ 2,264.95
121	SALES TAX 1%	\$ 5,921,147.43	\$ 330,037.30	\$ -	\$ 6,251,184.73
125	WESTGATE TIF	\$ 434,486.42	\$ -	\$ -	\$ 434,486.42
126	AIRPORT TIF	\$ 159,896.49	\$ -	\$ -	\$ 159,896.49
128	WILDWOOD HWY 34 TIF	\$ (9,791.03)	\$ -	\$ -	\$ (9,791.03)
129	RISK MANAGEMENT	\$ 921,338.80	\$ 19,376.00	\$ (14,550.54)	\$ 926,164.26
130	411 MEDICAL COSTS	\$ (37,638.86)	\$ -	\$ -	\$ (37,638.86)
131	AIRPORT	\$ 659,591.77	\$ 478,333.75	\$ (297,069.79)	\$ 840,855.73
133	LIBRARY	\$ 255,414.52	\$ 32,785.35	\$ (69,259.62)	\$ 218,940.25
135	CEMETERY	\$ 354,838.04	\$ 47,789.24	\$ (64,612.80)	\$ 338,014.48
137	HAZMAT	\$ 143,404.56	\$ 28,969.20	\$ (19,684.48)	\$ 152,689.28
141	2023 UPPER SOTRY HSG CDBG	\$ 267,763.24	\$ -	\$ -	\$ 267,763.24
146	DOWNTOWN STR	\$ 148,186.89	\$ -	\$ -	\$ 148,186.89
147	CDBG P-2 MAS	\$ 18,367.92	\$ -	\$ -	\$ 18,367.92
151	OTHER BOND PROJECTS	\$ 5,192,033.98	\$ 1,180,319.59	\$ (1,489,045.75)	\$ 4,883,307.82
162	SSMID DISTRICT	\$ 208,237.43	\$ -	\$ -	\$ 208,237.43
167	FIRE BEQUEST	\$ 13,874.18	\$ 265.00	\$ (5.00)	\$ 14,134.18
171	RETIREE HEALTH	\$ 1.23	\$ -	\$ -	\$ 1.23
173	LIBRARY BEQUEST	\$ 207,654.99	\$ 10,206.45	\$ (17,843.70)	\$ 200,017.74
174	COMMUNITY DEVELOPMENT	\$ 261,113.43	\$ -	\$ -	\$ 261,113.43
175	POLICE BEQUEST	\$ 219,637.52	\$ 1,141.79	\$ (185.64)	\$ 220,593.67
176	REIMBURSEMENT GRANTS	\$ 1,852.69	\$ 7,824.00	\$ -	\$ 9,676.69
177	HISTORIC PRESERVATION	\$ 19,421.46	\$ -	\$ -	\$ 19,421.46
200	DEBT SERVICE	\$ (2,187,353.31)	\$ -	\$ -	\$ (2,187,353.31)
301	STREET PROJECTS	\$ 2,473,154.68	\$ 1,011,061.03	\$ (1,512,390.87)	\$ 1,971,824.84
303	AIRPORT PROJECTS	\$ 440,611.97	\$ 45,008.84	\$ (67,513.26)	\$ 418,107.55
307	SIDEWALK & CURB PROJECTS	\$ 31,393.83	\$ -	\$ -	\$ 31,393.83
309	PARK PROJECTS	\$ 571,122.65	\$ 2,358,982.96	\$ (2,984,362.28)	\$ (54,256.67)
310	EQUIPMENT PURCHASE	\$ 1,553,263.53	\$ 139,332.00	\$ (208,998.00)	\$ 1,483,597.53
311	LEVEE PROJECTS	\$ 1,159,204.45	\$ -	\$ -	\$ 1,159,204.45
313	EVENT CENTER CONSTR	\$ 395,990.80	\$ -	\$ -	\$ 395,990.80
315	SEWER CONSTRUCTION	\$ 2,931,588.92	\$ 2,039,873.43	\$ (2,825,187.75)	\$ 2,146,274.60
501	CEMETERY MEMORIAL	\$ 1,069.63	\$ -	\$ -	\$ 1,069.63
503	CEMETERY PERPETUAL CARE	\$ 9,583.44	\$ 2,144.00	\$ (2,538.00)	\$ 9,189.44
610	SEWER UTILITY	\$ 5,994,509.95	\$ 1,250,946.78	\$ (946,932.33)	\$ 6,298,524.40
611	SEWER SINKING	\$ 838,293.64	\$ -	\$ -	\$ 838,293.64
613	SEWER IMPROVEMENT	\$ 5,181,726.11	\$ -	\$ -	\$ 5,181,726.11
670	LANDFILL	\$ 1,706,532.91	\$ 602,596.05	\$ (515,837.82)	\$ 1,793,291.14
671	LANDFILL RESERVE	\$ 1,410,545.54	\$ -	\$ -	\$ 1,410,545.54
673	RECYCLING	\$ 522,972.65	\$ 58,858.99	\$ (64,311.47)	\$ 517,520.17
690	TRANSIT FUND	\$ 653,053.05	\$ -	\$ -	\$ 653,053.05
720	BRIDGEVIEW EVENT CENTER	\$ 28,125.93	\$ 193,452.00	\$ (290,178.00)	\$ (68,600.07)
750	GOLF COURSE	\$ (98,439.29)	\$ 11,789.08	\$ (11,971.75)	\$ (98,621.96)
810	POOLED INVESTMENT	\$ (51,438,248.85)	\$ 96,907.45	\$ -	\$ (51,341,341.40)
820	PAYROLL CLEARING	\$ 215,770.28	\$ 254,056.57	\$ (35,986.36)	\$ 433,840.49
860	GROUP HEALTH INSURANCE	\$ 7,125,146.36	\$ 8,821.16	\$ (83,344.57)	\$ 7,050,622.95
861	POST 65 RETIREE HEALTH INS	\$ 301,834.98	\$ 18,206.13	\$ (35,047.89)	\$ 284,993.22
862	DENTAL INSURANCE	\$ 51,233.37	\$ -	\$ (2,893.41)	\$ 48,339.96
863	LIFE INSURANCE	\$ 88,954.17	\$ 15,489.97	\$ (14,574.03)	\$ 89,870.11
	TOTAL	\$ 6,397,620.89	\$ 14,310,456.20	\$ (16,220,842.85)	\$ 4,487,234.24

INVESTMENTS
AS OF 11/24/2024

INSTITUTION	INSTRUMENT	TERM	RATE	BALANCE	RENEWAL DATE
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	5.00%	\$ 1,000,000	1/31/2025
SOTSB	CD	12 MOS	4.79%	\$ 1,000,000	2/28/2025
ISB	CD	6 MOS	4.25%	\$ 1,000,000	4/21/2025
ISB	CD	6 MOS	4.25%	\$ 1,000,000	4/21/2025
ISB	CD	6 MOS	4.25%	\$ 1,000,000	4/21/2025
ISB	CD	6 MOS	4.25%	\$ 1,000,000	4/21/2025
COMM 1ST	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
COMM 1ST	CD	12 MOS	3.10%	\$ 1,000,000	4/24/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
ISB	CD	12 MOS	5.00%	\$ 1,000,000	6/3/2025
COMM 1ST	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST	CD	13 Mos	5.15%	\$ 1,000,000	9/26/2025
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	3/25/2026
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
COMM 1ST	CD	24 MOS	3.26%	\$ 1,000,000	4/24/2026
IPAIT	IBA	NONE	4.43%	\$ 14,513,399	NONE
ISB	SAVINGS	NONE	4.50%	\$ 10,000,000	NONE
AVERAGE YEILD			4.22%	\$ 50,513,399	



December 17, 2024

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to Zoning Board of Adjustments, term to expire 12/12/2029 due to a vacancy:

Jeffrey Hamann
1310 E. Fourth Street

Application Approved on 12/12/24
Rick Johnson, Mayor
CITY OF OTTUMWA

received
12.3.2024

Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Zoning Board of Adjustments

Name: Jeffrey Hamann Telephone: 641-680-5277

Email: (optional)

Address: 1310 E Fourth Ottumwa ZIP: 52501

Business: Wapello County P&Z Telephone: 641-684-5425

Address: 536 Mill Street Ottumwa ZIP: 52501

Date Available for Appointment 1/1/25 E-Mail: JeffreyDHamann@hotmail.com

Present occupation: Building Inspector - Wapello County P&Z

Previous Employment: Building Inspector - City of Ottumwa Code Enforcement

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

Please list any professional or vocational licenses or certificates you hold.

ICC Electrical Inspector.

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes X No

(If yes, please list dates and names of departments)

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes _____ No X

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes _____ No X

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes X No _____

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

I worked as a Building Inspector for 6 years with the City. I dealt with city codes, planning and zoning ordinances regularly. I currently work for Wapello County in PAZ and am updating codes, expanding ordinances and assisting with Comprehensive plan updates.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

To ensure the codes and ordinances are upheld and that citizens are treated fairly.
To ensure the growth of Ottumwa.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

I work well on a team, I have a good understanding of code/ordinance language.

I hereby certify that the following information is correct to the best of my knowledge.


Signature

12/3/2024
Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

WHEN COMPLETED MAIL ORIGINAL TO: OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

**HUMAN RIGHTS COMMISSION
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:



AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Jeffrey Douglas Hamann, (PLEASE PRINT YOUR FULL NAME, INCLUDE MIDDLE NAME) do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Ottumwa.

The intent of this authorization is to give my consent for disclosure of records, including background reports, complaints or grievances filed by or against me.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for serving on a Board/Commission. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I authorize the designated city official to conduct a routine background investigation. I further release the Ottumwa Police Department and the City of Ottumwa from any and all liability, which may be incurred as a result of collecting such information.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

My Date of Birth is 9/8/1985

Jeffrey Hamann

Signature of Applicant

12/3/2024

Date

Board/Commission applying for Zoning Board of Adjustments

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



P.O. Box 1110 • OTTUMWA, IA 52501
(DIRECT) 641-814-8403
(MAIN) 641.684.6551
CHRIS.BOWERS@AREA15RPC.COM

To: Ottumwa City Council
From: Chris Bowers, Executive Director
RE: Report on activities in Ottumwa
Date: December 17, 2024

Housing

AHEAD Regional Housing Trust Fund. Area 15 RPC administers this \$3+ million regional housing trust fund that helps fund improvements to owner and rental housing units, and build new owner or renter occupied units. Funds are targeted to low and moderate income households.

In 2024 –

- Helped 30 homeowners in Ottumwa with \$225,000 in home repair loans, and \$260,000 to the Asbury Heights apartments development. Loans are 0-2% repayable or deferred payment.
- Just received announcement from Iowa Finance Authority of award for 2025 Housing Trust Fund program; grant award \$464,272 plus local match \$116,068 = \$580,340 total project. These funds will be used to continue the assistance programs in 2025.

Homes For Iowa – Area 15 RPC is the partner with HFI that coordinates the purchase and delivery of the new affordable homes built by Iowa Prison Industries; the homes are stick-built in Newton, Iowa and delivered to build-ready sites in the region. In 2024 there was one home delivered to Ottumwa (Grand Avenue), and one home ordered for 2025 (South Ward). Purchase price of homes from HFI is approx. \$100,000; buyer must provide suitable lot for delivery and placement, all utilities, foundation, and complete all utility connections. The household income limit to purchase a home is \$125,000/year.

Grantwriting and Administration

- Currently working with the city engineering department to plan a grant application in 2025 for a wastewater collection system improvement project. The city is eligible for up to \$500,000 from the Iowa Community Development Block Grant program.
- Blessings Soup Kitchen – recently completed final closeout of a CDBG grant to purchase new kitchen equipment.

Cont'd next page

December 17, 2024 (cont'd)

Transportation Planning

Recently hired a new transportation planner, Hector Hernandez-Morales. Hector will help lead the 5-county RPA transportation planning program and coordinate with Iowa DOT.

RPA 15 projects programmed for Ottumwa (federally funded projects) –

- FY25 Oxbow Trail – along Ferry Street to Richmond Ave (\$840,000)
- FY25 10/15 Transit – 7 van replacements and 2 new bus purchases programmed (\$1 million)
- FY25 Mary Street grade and pave from Ferry St. west to Shaul Avenue (\$3.0 million)
- FY27 N. Court Street pavement replacement from Park Avenue to Vogel Avenue (\$3.2 million)
- Will assist the city engineering department with programming projects for 2026-2029

Business Loans

RPC administers the REDI Inc. business revolving loan fund for a 10-county region including Ottumwa. This is a \$2 million revolving loan fund for businesses and industries to create new jobs and retain existing jobs in the area. These are federal funds provided to REDI through a grant from the U.S. Department of Commerce. Loan maximum is \$25,000 per job created or retained up to \$250,000. Current rates are 4% APR for up to 10 years.

Current loan activity in Ottumwa:

- RPC is servicing a loan with C&C/ S2 Manufacturing of Ottumwa for manufacturing of the Vammas snow removal equipment used by national and international airports
- \$1+ million is available for new loans

received
12.13.24 930

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 17, 2024

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2026 THROUGH 2030

 Public hearing required if this box is checked. The Finance Department requires Public Hearing prior to submission to the Staff Summary. If the Public Hearing is not achieved, the item will not be placed on the agenda.

RECOMMENDATION:
Pass and adopt Resolution 279-2024.

DISCUSSION:
See attached.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 279-2024

**A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENT
PLAN FOR FISCAL YEARS 2026 THROUGH 2030**

WHEREAS, City of Ottumwa, Iowa staff have completed a five year capital plan; and

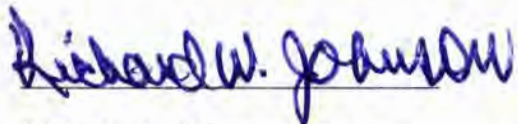
WHEREAS, said plan takes into consideration projected revenues, capital expenditures, and debt service payments in order to provide adequate resources for said plan; and

WHEREAS, a public hearing has been held to receive comments and questions from the citizens of the City of Ottumwa, Iowa regarding the five year capital plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT: The Capital Improvement Plan for Fiscal Years 2026 through 2030 is hereby adopted.

APPROVED, PASSED AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor



ATTEST:



Chris Reinhard, City Clerk



| CITY OF |
O T T U M W A

TO: Mayor and Council
CC: City Staff
FROM: Cole S. O'Donnell
DATE: December 13, 2024
RE: Fiscal Years 2026-2030 CIP

In the Initiatives for Fiscal Years 24-26 the following goal was set:

“Create multi-year budgeting and Capital Planning / Use Priority Budgeting”

The proposed Capital Improvement Plan (CIP) meets portions of that goal in that revenues, operational expenditures, and debt service payments are projected for the five years of the plan. While not multi-year budgeting, the projections help staff to determine if sufficient resources should be available to meet the city's capital needs. This needs to be taken into consideration when reading the CIP.

It also must be noted that this is a plan, a road map. The CIP can and will change from year to year. Projects will be added, delayed, or deleted as priorities and financial conditions change.

As part of the CIP, five policies are also being adopted. They are:

1. The CIP will be prepared in compliance with the adopted Financial Policies of the City of Ottumwa.
2. Equipment and vehicle replacement schedules will be based upon established life spans of said equipment with vehicle replacements approved by the Fleet Committee.
3. The City will commit to annual road maintenance and repair with emphasis on managing Road Use Tax (RUT) and Local Option Sales and Service Tax (LOSST) to insure that projects are completed in a timely fashion.
4. The City will commit to annual sewer maintenance and repair with emphasis on managing Sewer Improvement Funds and Local Option Sales and Service Tax (LOSST) to insure that projects are completed in a timely fashion and in compliance with established sewer separation plans.
5. Debt Service and bond proceeds will be managed so that the Debt Service Levy will not increase or decrease greater than five percent (5%) from year to year due to the retirement or addition of debt, so long as doing so does not impact the goals of the plan.

The policies are based on priorities set by the City Council and by fiscal policies adopted by the City Council.

The plan does project several funds falling into a negative balance in future years. While this is concerning, these are estimates only based on current trends. Staff will adjust estimates as part of

Cole S. O'Donnell, Finance Director
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0622 Fax 641-683-0613
odonnellc@ottumwa.us

the annual operating budget process to maintain balances. This may mean delaying projects and /or identifying alternative revenue sources. There are several proposed funding methods that will have an impact on our operating budget. Those being:

- Levying for Road Use Tax personnel benefits. The plan proposes stepping in the levy over two to three years to lessen the impact on the Employee Benefits Levy.
- Additional borrowing for FY 26 capital is needed. Several critical projects were identified as part of the planning process and must be funded in FY 26. Most notably, the equipment to service the new soccer fields. This will increase the Debt Service Levy.
- Debt Service is being used for almost all non-street and sewer projects. This includes equipment in the Road Use Tax Fund as that fund can no longer support pay as you go capital purchases. Staff has tried to hold the annual borrowing to no more than \$2.5 million per year.

As part of the CIP process staff hoped to set an aggressive street repair program. The initial plan was \$5 million per year bonding with the idea that LOSST revenues would service the debt. I worked with, and continue to work with, our financial advisor to determine the viability of this plan. This was also in addition to \$2.5 million of annual borrowing for CIP projects. I asked that our advisor follow these parameters:

- To maintain the debt service levy at the current amount or no more than a 5% increase per the proposed policies of the CIP.
- To not exceed 80% of our debt limit per our financial policies.

The first analysis showed that we could support the \$2.5 million CIP issuances and maintain the debt levy at its current amount of \$4.22/\$1,000. However, LOSST could not support \$5 million in debt per year as more of the funds are necessary to service the debt on Phase 8, Division 3 of the sewer separation project (\$16 million total issuance). Because of various limitations and cash flow, the analysis showed that it is not feasible to have LOSST service debt for streets. A second analysis with \$3 million annual bonding for street projects also was not feasible. The only option was to use LOSST in a pay as you go method.

Using the revenue projections from the financial advisor, projected debt service needs, and transfers to other funds the most that could be programmed is \$3 million per year in street projects. PWD Burgmeier has a multi-year plan ready that \$3 million does not sufficiently fund. At this level he estimates that areas addressed in 2024/2025 would not be revisited for thirty years. With roughly 1/3 of the streets being addressed each cycle a street would be reconstructed or repaired once every 90 years on average.

Administrator Rath, PWD Burgmeier, and I met with our financial advisor to look at options. Four possible courses of action were determined:

1. Proceed with the annual maintenance plan based on available LOSST funds, or approximately \$1.5-\$2 million per year. Current annual maintenance expense for patching, crack filling and overlay is \$750,000, but would now be included in the annual maintenance funded by LOSTT. The Road Use Tax Fund would still receive the \$750,000 annually to support maintenance operations
2. Shift payment of the SRF loan for Phase 8, Division 3 to sewer fees. LOSST revenue could then support \$3 million in annual street repair. This would necessitate annual increases of 6.5% for six years and 4.5% thereafter. As a reminder, even if Division 3 was paid with LOSST proceeds, Divisions 4-6 would have to be paid through sewer fees and annual increases would be needed.

Cole S. O'Donnell, Finance Director
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0622 Fax 641-683-0613
odonnellc@ottumwa.us

3. Bond for \$3.5 million annually with \$1 million to streets and \$2.5 million to CIP projects. The additional bonds funds would bring the total for the annual street maintenance program to approximately \$4 million. The effect on the debt levy would be an increase of \$1.35/\$1,000. Outside of the capital request, staff will be requesting that council levy for Street Department employee benefits in FY 26. This is necessary to meet current service levels. This will add an approximate \$0.70/\$1,000 to the benefits levy in FY 26 and approximately the same in FY 27 as it is planned to step the increase in over several years. This is in addition to the FY 26 capital bond.
4. Increase the franchise fee an additional 2% with the amount of the increase to be dedicated to street maintenance. This would generate an approximate \$933,000 based on current budgeted revenue.
5. Ask the voters to approve a Capital Improvement Levy. This is still a permissible levy. If approved, the city could levy up to \$0.675/\$1,000 of valuation. Using current taxable values, which would generate approximately \$466,000.

While not ideal for full depth analysis, staff will be asking the council to discuss these options at the December 17th meeting. If further discussion on the street maintenance program is desired, I suggest holding the public hearing and approving the CIP with additional discussions how to proceed taking place during budget discussions. Action could also be tabled, but would need to be acted upon prior to getting to far into the budget process.

Cole S. O'Donnell, Finance Director
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0622 Fax 641-683-0613
odonnellc@ottumwa.us

received
12.13.24 815A

Item No. F.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 17, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 280-2024: Resolution Approving and Authorizing the Conveyance of Certain Real Property to Wash King, Inc. and Approving and Authorizing the Execution of a Related Purchase and Development Agreement within the Westgate Economic Development Urban Renewal Area

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comment,
Close public hearing,
Pass and adopt Resolution No. 280-2024

DISCUSSION: The City owns the property at 536 N Hancock. The property has been a challenge for several years as there is a large, 1,200 square foot garage splitting the property line between this city-owned property and the property at 538 N Hancock owned by Wash King, Inc. The garage is in poor condition and needs demolished. The neighboring property owner has offered to purchase the property for \$1.00 and in exchange, demolish

Source of Funds:

Budgeted Item: Budget Amendment Needed:

this nuisance garage. Wash King, Inc. has also asked to purchase 280 square feet of property directly east of 542 N Hancock.

More than 30 days before this public hearing, the City published a request for competitive proposals to review possible alternatives to Wash King's proposal to purchase this property. No additional proposals were received. Because this transaction will resolve the issue of this derelict garage, staff recommends approving the resolution and proceeding with the sale.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

December 17, 2024

5:30 P.M.

Westgate Economic Development Urban Renewal Plan

- Public hearing on the proposal to convey interests in real property to Wash King, Inc, pursuant to a proposed Purchase and Development Agreement related to a project within the Westgate Economic Development Urban Renewal Area
- Resolution approving and authorizing the conveyance of certain real property to Wash King, Inc and approving and authorizing execution of a related Purchase and Development Agreement within the Westgate Economic Development Urban Renewal Area

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.

December 17, 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 Johnson, in the chair, and the following named Council Members:

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

Absent: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the proposal to convey interests in real property to Wash King, Inc and to approve and authorize execution of a related Purchase and Development Agreement by and between the City of Ottumwa and Wash King, Inc within the Westgate Economic Development Urban Renewal Area, and that notice of the proposed action and public hearing had been published as required by the Iowa Code.

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

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

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

Whereupon, Council Member Caviness introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO WASH KING, INC AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE AND DEVELOPMENT AGREEMENT WITHIN THE WESTGATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024.

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

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 280-2024

RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO WASH KING, INC AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE AND DEVELOPMENT AGREEMENT WITHIN THE WESTGATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA

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

WHEREAS, the Plan has subsequently been amended nine times, lastly by the adoption of Amendment No. 9 to the Plan, adopted by Resolution No. 114-2024 on May 7, 2024; and

WHEREAS, Iowa Code Chapter 403, the Urban Renewal Act, authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Urban Renewal Plan provides for, among other things, the disposition of property for private development as a proposed urban renewal action; and

WHEREAS, the City of Ottumwa (the "City") has received a proposal from Wash King, Inc. (the "Developer"), in the form of a proposed Purchase and Development Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property within the Urban Renewal Area (the "Property") to Developer for a purchase price of \$1.00 and in consideration of Developer's other obligations under the Agreement; and

WHEREAS, the overall Property is composed of two non-contiguous portions of real property owned by the City within the Urban Renewal Area, described within the Agreement as the "Primary Property" and the "Additional Property"; and

WHEREAS, the Primary Property is legally described as follows:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

WHEREAS, the Additional Property is legally described as follows:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

WHEREAS, the Agreement would require Developer to demolish the existing garage on the Primary Property, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, because the Primary Property and Additional Property are located within an urban renewal area, the City's sale of the Primary Property and Additional Property is subject to the provisions of Iowa Code Section 403.8; and

WHEREAS, by Resolution adopted November 5, 2024, this Council: (i) set forth its proposal to dispose of interests in the Property and Additional Property; (ii) approved a reasonable competitive bidding procedure to seek competing bids for the Primary Property and Additional Property; (iii) determined that the Agreement offered "fair value" for the Primary Property and Additional Property; (iv) gave notice of its intention to accept the Agreement with Buyer if no qualified competing proposals were received; and (v) set a public hearing on the proposed conveyance of the Primary Property and Additional Property for the City Council meeting on December 17, 2024; and

WHEREAS, by publication of a notice of competitive bidding, the City invited competing bids for the Primary Property and Additional Property to be submitted no later than December 10, 2024, and no qualifying competing proposals were received prior to that date; and

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

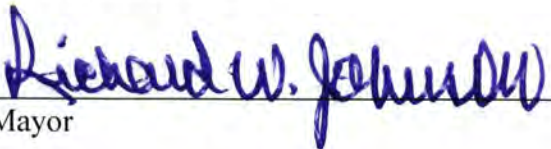
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA IN THE STATE OF IOWA:

Section 1. That the Council finds that disposal of interests in the Property, comprised of the Primary Property and Additional Property, to Wash King, Inc is in the best interests of the residents of the City and will promote economic development in the City; and that these benefits, together with the other consideration provided for in the Agreement, constitute fair value for the disposal of interests in the Property and Additional Property under Iowa Code Section 403.8.

Section 2. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Property, comprised of the Primary Property and the Additional Property, to Wash King, Inc under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapters 15A and 403, taking into account the factors set forth therein.

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

PASSED AND APPROVED this 17th day of December, 2024.



Mayor

ATTEST:



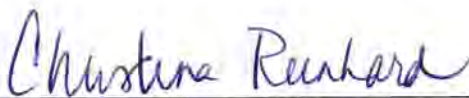
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the 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 17 day of December, 2024.



City Clerk, City of Ottumwa, State of Iowa



PURCHASE AND DEVELOPMENT AGREEMENT

FOR

536 NORTH HANCOCK

AND

**CERTAIN REAL PROPERTY AT
542 NORTH HANCOCK, OTTUMWA, IA**
(collectively the "Property")

This Purchase and Development Agreement (the "Agreement") is entered into by and between the City of Ottumwa, Iowa, a municipality (the "City") and Wash King, Inc., an Iowa corporation (the "Developer").

WHEREAS, the City owns certain real property situated in the City of Ottumwa, Wapello County, State of Iowa, located at 536 North Hancock, Ottumwa, Iowa, and legally described as follows:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(hereinafter described as the "Primary Property"); and

WHEREAS, the City also owns certain real property situated in the City of Ottumwa, Wapello County, State of Iowa, located at 542 North Hancock, Ottumwa, Iowa, and legally described as follows:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

(hereinafter described as the "Additional Property"); and

WHEREAS, both the Primary Property and the Additional Property (collectively referred to herein as the "Property") are located within an urban renewal area of the City; and

WHEREAS, the City has received a proposal from the Developer (the "Developer's

Proposal”) for the purchase and improvement of the Primary Property, a summary of which is attached hereto and incorporated herein by this reference as Exhibit A.

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

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Sale of Property. For the purchase price identified on Exhibit A (the “Purchase Price”) and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Property, subject to a reversionary right held by the City in the Property, which the City may exercise as described in Section 4.3, and subject to easements and appurtenant servient estates, and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all processes required by the City pursuant to Iowa Code Sections 364.7 and 403.8 . Developer shall pay the Purchase Price to the City by wire transfer, cashier’s check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Developer may, at Developer’s expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City’s obligation to transfer title of the Property to Developer, and Developer’s obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before January 15, 2025 (the “Closing Date”). Possession of the Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City’s possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the “Deed”) for the Property (which Deed shall reference the City’s reversionary rights in the Property), the filing of all title transfer documents, and the City’s receipt of all funds due at the Closing Date from Developer under this Agreement (“Closing”). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:
 - i. City’s attorney’s fees or other professional fees incurred by City in connection with this transaction.
 - ii. Transfer taxes, if applicable.
- b. The Developer agrees to pay:

- i. The Purchase Price.
- ii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
- iii. Recording fees for the Deed, for the City proceedings showing City authorization of this transaction, and for any documents recorded to address or cure title defects identified pursuant to Section 1.7.

Section 1.4. Real Estate Taxes; Special Assessments. The Developer acknowledges that the Seller is a tax-exempt government entity, and the Developer agrees that the Seller shall not be required to pay any real estate taxes or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Developer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Developer and at Developer's sole expense, payable at Closing, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. The abstract will be delivered to Developer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing

Date, then either party may terminate this Agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Developer when the Purchase Price is paid in full.

Section 1.8. Certification. The Developer and the City each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

ARTICLE II. REDEVELOPMENT OBLIGATIONS

Section 2.1. Completion of Improvements. Developer shall undertake and complete the specific work of the redevelopment plan for the Property to renovate and/or redevelop the Property for a lawful use (the "Improvements"), as provided in the Developer's Proposal and as summarized in the attached Exhibit A. Developer shall complete the Improvements on or before the completion deadline stated in Exhibit A. Developer shall have obtained or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully completed.

Section 2.2. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to completion of the Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.3. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Developer's obligations hereunder.

Section 2.4. Insurance. The Developer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property and Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 2.5. Liens on Property. Prior to the completion of the Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Improvements.

Section 2.6. Assignment. Prior to the completion of the Improvements (and issuance of a final certificate of occupancy for the same), Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer. If a transferee or assignee is approved as successor to Developer pursuant to this Section, then the successor entity or individual shall comply with all provisions of this Agreement and shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the completion of the Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) the Improvements shall commence and be completed within the time limits set forth in Exhibit A; (b) the Improvements shall be completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Developer's Proposal within Exhibit A; (c) the Improvements shall be completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of completing the Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

ARTICLE III. RELEASE AND INDEMNIFICATION

Section 3.1. Release and Indemnification Covenants.

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

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

condition of the Property and the construction, installation, ownership, and operation of the Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property arising after Closing.

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

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV. DEFAULT AND REMEDIES

Section 4.1. Events of Default – Prior to Closing. Prior to Closing, the parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Developer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the City.

b. If the Developer breaches, repudiates, or otherwise fails to timely perform this agreement, the City's sole and exclusive remedy will be to terminate this agreement by written notice to the Developer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the Developer.

Section 4.2. Events of Default – After Closing. After Closing, if (i) the Developer fails to cause the Improvements to be completed pursuant to the terms and conditions of this Agreement; (ii) the Property is put up for tax sale by the County; (iii) mortgage foreclosure proceedings are initiated for the Property or any improvements thereon; (iv) the Developer files any petition in bankruptcy or similar action; or (v) the Developer otherwise fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, then the City may deliver written notice to the Developer of such event of default. If Developer fails to cure said default within thirty (30) days after the written notice, then the City may (i) terminate this Agreement upon written notice to the Developer; (ii) demand payment of the Default Penalty as set out in Exhibit A; (ii) seek to enforce any reversionary right it retains in the Property, as further described in Section 4.3; and/or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. Reversionary Right. As security for the Developer's completion of the

required Improvements, the City shall hold a reversionary right in the Property until final inspections are completed for any and all applicable permits related to and required for the Improvements and such permits have been closed by the City. If Developer defaults under this Agreement prior to completion of the required Improvements and final inspections for and closure of any and all permits, then following the 30-day cure period described in Section 4.2, the City may exercise its reversionary right by delivering written notice to the Developer of its intent to exercise the reversionary right and re-take title to the Property. Within thirty (30) days after the written notice, the Developer shall take all reasonable steps to ensure the City acquires marketable legal title to the Property, including without limitation, the execution of a deed conveying the Property to the City and causing all liens that have attached to the Property since Closing to be released in full.

ARTICLE V. MISCELLANEOUS

Section 5.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the City at its City Hall (or temporary City Hall located at Train Depot, 210 W. Main Street, Ottumwa, Iowa) or to the Developer at the Developer's address provided in Exhibit A, or to any other address as shall be furnished in writing by the respective party.

Section 5.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.4. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing. The terms of this Agreement shall survive Closing until the Termination Date.

Section 5.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other

person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the fifth anniversary of the Closing Date (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

WASH KING, INC., an Iowa corporation

Signature: _____

Date: _____

Print: Jeffrey Tharp

Title: President

CITY OF OTTUMWA, IOWA

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

Date: 12/17/24

Attest By: Christina Reinhard
Christina Reinhard, City Clerk



EXHIBIT A
TERMS OF DEVELOPER'S PROPOSAL

PROPERTY:

Street Address of Property: 536 North Hancock, Ottumwa, Iowa

Legal Description of Property:

Lot 3 in Poling and McIntire's Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition, abutting Lot 3 of Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa,

(herein referred to as the "Primary Property") (See Figure A-1)

Street Address of Property: 542 North Hancock, Ottumwa, Iowa

Legal Description of Property:

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntire's Addition on the East, all in the City of Ottumwa, Wapello County, Iowa.

(herein referred to as the "Additional Property") (See Figure A-2)

DEVELOPER:

Developer's Name (as to appear on Property Deed):

Wash King, Inc.

Developer's Address (as to where property tax statements shall be addressed):

9650 Old Agency Road, Agency, Iowa 52530

Developer's Authorized Agent and Title:

Jeffrey Tharp, President

EXHIBIT A
TERMS OF DEVELOPER'S PROPOSAL
(continued)

PURCHASE PRICE: \$1.00, and other good and valuable consideration.

IMPROVEMENTS:

The required Improvements are (describe minimum level of work necessary either to bring Property into compliance with City Code or complete redevelopment of Property in accordance with City Code for purposes of the Project):

Developer shall demolish the existing garage located on the Primary Property at 536 North Hancock, Ottumwa, Iowa within six (6) months of the Closing Date. As part of demolition, Developer shall remove the garage structure and any debris from the Primary Property, properly dispose of the same, and level the ground upon which the garage structure now stands.

Attach any drawings, specifications, and/or site plans hereto this Exhibit A to be incorporated herein by this reference.

Projected Total Cost of Improvements: _____

The Improvements will be completed by: July 31, 2025

DEFAULT PENALTY AMOUNT: \$2,500.00

FIGURE A-1



Figure A-1

FIGURE A-2



Figure A-2

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 WASH KING, INC. PURSUANT TO A PROPOSED PURCHASE AND DEVELOPMENT 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 17, 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 Purchase and Development Agreement (the "Agreement") with Wash King, Inc. (the "Developer"), and the proposal to convey certain real property located within the Westgate Economic Development Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement. The certain real property is legally described as:

Lot 3 in Poling and McIntires Addition to the City of Ottumwa, Wapello County, Iowa;

Also: The Westerly 8 feet of the 16-foot wide North and South Alley lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntires Addition, abutting Lot 3 of Poling and McIntires Addition on the East, all in the City of Ottumwa, Wapello County, Iowa, (the Property) and

The Westerly 8 feet of the 16-foot wide North and South Alley, lying between vacated Garfield Street and an East and West Alley abutting Lot 1 on the North in Poling and McIntires Addition on the East, all in the City of Ottumwa, Wapello County, Iowa, (the Additional Property).

The Agreement proposes that the City would sell the Property and the Additional Property to Developer for \$1.00 and in consideration of Developer's other obligations set forth in the Agreement, including that the Developer will demolish the existing garage on the Property, with all related site improvements, 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 3rd day of December, 2024.

City Clerk, City of Ottumwa in the State of Iowa

12/3/24

received
12.13.24 815

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 17, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3236-2025: An Ordinance Amending the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by Changing the Zoning Classification of Property Known as 102 N Hancock and 103 N James from R-4 to R-5 in the City of Ottumwa, Wapello County, Iowa



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



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

RECOMMENDATION: Open the public hearing,
Receive public comments,
Close the public hearing,
Pass first consideration of Ordinance No. 3236-2025.

DISCUSSION: Applicant seeks rezoning for the property previously used by First Resources and originally constructed as a church from R-4 Multi-Family (Medium Density) to R-5 Multi-Family (High Density). These parcels combine to a total of .3 acres. The current R-4 zone permits up to 17 units per acre or 5 units of housing at this site. R-5 would permit up to 43 units per acre. The applicant seeks to build 10 market-rate units. These units will all be one-bedroom apartments.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

At the Plan and Zoning Commission meeting on December 2, 2024, the Commission recommended approving the rezoning. To date, Staff has received one comment from the public regarding the rezoning. John Paul Howard of 607 E Finley called with a message summarized below:

John said there is no good parking in this area. They will be parked all down the street. He is totally against the re-zoning. He could see 4 units but not 10 units. This has not been a good area and it has only been cleaned up in the last 1.5 years. It will get bad again.

Section 38-966 requires reviewing the following elements in order to consider a rezoning:

1. Conformance to Future Land Use Plan: The Future Land Use Plan identifies the parcel as suitable for Low Density Residential Land Use. This Land Use and Zoning Compatibility Matrix does not identify the current R-4 or proposed R-5 zone as compatible with Low Density land use. The future land use plan should be amended to include the current zoning and proposed zoning by changing the Future Land Use classification to High Density Residential. The Plan and Zoning Commission recommends adopting a Comprehensive Plan amendment which would include an amendment to reflect this change in the Future Land Use Plan.
2. Conformance to goals and objectives of the Comprehensive Plan: The rezoning would advance a number of Comprehensive Plan Goals including:
 - 2.a. Identify infill areas for new housing development;
The rezoning would also advance priorities in the 2022 Ottumwa Housing Plan including adding new units toward the goal of building 500 units by 2030.
3. Compatibility with surrounding development: The surrounding development is primarily single family homes with high density on small lots. While a new-build apartment with this density would not generally be compatible, the current former church building already exists, making housing the most compatible adaptive reuse.
4. Potential hardships or nuisances for surrounding development: Multifamily residential use is generally compatible with the district. Traffic and other activities at a typical residential pattern could be less disruptive than the previous office use by First Resources.
5. Public utilities: Development will be served by existing utilities.
6. Trend of development: There no clear trend of development in the district. The district is fully developed with minimal new construction. Reuse and rehabilitation are the most common activities in this area and this project is similar.

ORDINANCE NO. 3236-2024

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 102 N HANCOCK AND 103 N JAMES FROM R-4 TO R-5 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Lots 193 and 256 in Danes Addition to the City of Ottumwa, Wapello County, Iowa.

Be and the same is hereby changed from its present zoning classification of "R-4" Multifamily Residential District (Medium Density) to "R-5" Multifamily Residential District (High Density).

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

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

SECTION 4

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

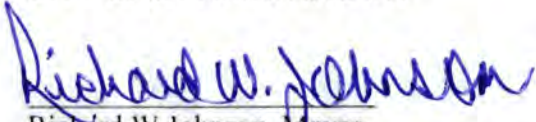
Passed on its first consideration on the 17 day of December, 2024.

Passed on its second consideration on the day of ~WAIVED~, 2024.

Requirement of consideration and vote at two prior council meetings suspended
on the ____ day of ~WAIVED~, 2024.

Final passage and adoption on the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W Johnson, Mayor

No action taken by Mayor.

Vetoed this ____ day of _____, 2024.

Richard W Johnson, Mayor

Repassed and adopted over the veto this ____ day of _____, 2024.

Veto affirmed this ____ day of _____, 2025 by failure of vote taken to
repass.

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

ATTEST:


Chris Reinhard, City Clerk



NOTICE OF PUBLIC HEARING

Notice of public hearing on proposed change in zoning classification on certain property located in Wapello County, Iowa.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday December 17, 2024 at the Bridge View Center in the City of Ottumwa, Iowa, in regard to Ordinance No. 3236-2024 rezoning the property located at 102 N Hancock and 103 N James. The property is legally described as follows:

Lots 193 and 256 in Danes Addition to the City of Ottumwa, Wapello County, Iowa.

The applicant requests that the property be rezoned from R-4 Multi-Family Residential District (Medium Density) to R-5 Multifamily Residential (High Density) District for the purpose of leasing a total of ten residential dwelling units in the building at 102 N Hancock and providing adequate parking for those units on the parking lot at 103 N James.

All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification.

Members of the public wishing to contribute to the public hearing may attend the meeting at Bridge View Center, 102 Church Street, mail written remarks to Planning Department, 105 E Third St., Ottumwa, IA 52501, call 641-683-0650 or email remarks to simonsonz@ottumwa.us.

Further, the Plan and Zoning Commission will hold a hearing on the matter of the rezoning on Monday, December 2, 2024 at 6pm on the Second Floor of the Temporary City Hall at the Ottumwa Depot, 210 W Main Street

FOR THE CITY OF OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement 102 N HANCOCK CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

11/28/2024

Subscribed and sworn to before me, and in my presence, by the said 3rd day of December, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 39.98

COPY OF ADVERTISEMENT

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FOR THE CITY OF
OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

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All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification.

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Further, the Plan and Zoning Commission will hold a hearing on the matter of the rezoning on Monday, December 2, 2024 at 6pm on the Second Floor of the Temporary City Hall at the Ottumwa Depot, 210 W Main Street.

FOR THE CITY OF OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

APPLICATION TO REZONE PROPERTY

APPLICANT INFORMATION

Name: *Rand M Papartus*
 Phone: *641-777-1906*
 Address: *7744 Bluegrass Rd*
 City: *Ottumwa* State: *IA* ZIP Code: *52501*
 E-mail: *Randmowing@hotmail.com*

PROPERTY INFORMATION

Business Name: *Rand M Papartus*
 Proposed Property Use: *10 plx APT complex*

Property Manager (If different from applicant):

Address: *102 N. Hancock*
 City: _____ State: _____ ZIP Code: _____
 E-mail: _____

REZONE INFORMATION

Current Zoning Classification: *R4*
 Requested Zoning Classification: *R5*

SIGNATURES

I authorize the verification of the information provided on this form and have attached all required documentation.

Signature of applicant: *Rand M Papartus* Date: *11/13/04*

Submittal Checklist

- Full Legal Description(Deed)
- List of all property owners within 500 feet radius of property
- Letter to the Plan Commission "Why you want the property rezoned"
- Application fee(Non-refundable) \$400.00
- Site Plan

Hearings by city planning and zoning commission on proposed amendments, report to city council; hearings by city council. All applications for amendment of the ordinance shall first be submitted to the city planning and zoning commission, who will hold a public hearing in relation to the proposed amendment. At the public hearing, citizens shall have an opportunity to be heard. The planning and zoning commission shall then make a recommendation to the city council. The city council may adopt, reject, or send back to the planning and zoning commission's recommendation after a public hearing before the city council. The planning and zoning commission and city council shall find that the project adequately addresses the following concerns:

- (1) The rezoning conforms to the future land use map in the comprehensive plan.
- (2) The proposed rezoning is consistent with the goals and objectives of the comprehensive plan.

If the responses for both subsections (1) and (2) are not affirmative, then either the rezoning request recommendation must be denial or the planning and zoning commission and city council must amend the comprehensive plan to provide the required consistency.

- (3) The subject property, after the requested rezoning, will be compatible with the character of the surrounding neighborhood, including the existing uses and zoning of the properties near the subject property.
- (4) The potential hardships and nuisances (such as noise, neon lights, odors, etc.) of the rezoning request have been adequately considered.
- (5) There are adequate public utilities and services available to the land if rezoned. If not, who will have to pay for installing them?
- (6) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district, supports the rezoning request.
- (7) The proposed rezoning amendment is in the public interest and not solely in the interests of the applicant.

Summary

Zoning is a tool used to classify and regulate the uses that occur on land within the city. Zoning takes into account past uses but it also is used as a tool to guide future development in a way that makes sense for the community and is outlined in the Comprehensive Plan.

To change a land use classification, or propose a "rezone," The applicant must have a "good reason" or one that is substantiated by the Comprehensive Plan or other planning document that outlines the need for the area of proposed rezone. Staff can help the applicant read the documents to identify if there is a need.

If the applicant decides to apply for a rezone, they must attach all required documentation, submit the fee, and the process can begin.

Process

The applicant will complete the application, and staff will begin processing it. The application must have a published notice in the paper, and the applicant must place a sign

in the yard of the property that is proposed to be rezoned. This may be obtained from the Planning Department. We will also mail a letter to adjacent property owners within a 500 foot radius of the parcel(s) to be rezoned. The application will then be presented to the Planning and Zoning Commission. We need a minimum of 45 days prior to the Planning and Zoning Commission meeting to process the application properly. The applicant must appear at the Planning and Zoning Commission meeting to present and or answer questions asked by the adjacent property owners or the board. If you wish to bring speakers that are in favor of the rezone, it is encouraged.

After a recommendation is given by the Planning and Zoning Commission, it will move up and be presented to the City Council for three readings. The first reading includes a public hearing and it is recommended that the applicant attend the first reading to answer questions that the City Council may have. **The City Council makes the final decision.**

Time Line

Days	Month 1		Month 2		Month 3			
	15	30	45	60	75	90		
Planning & Zoning							Applicant must attend meeting to present	
Council 1 st Reading								Applicant must attend meeting to present
Council 2 nd Reading							Attend to answer questions	
Council 3 rd Reading								Attend to answer questions

- Plan Commission 1st Monday of month 6:00 PM
- City Council 1st and 3rd Tuesday of Month 5:30 PM

Zach Simonson

From: Phillip Baum <pandmmowing@hotmail.com>
Sent: Wednesday, November 20, 2024 9:07 PM
To: Zach Simonson
Subject: 102 N. Hancoc<

This is Matt with P & M Properties. We are proposing turning the existing first resources Building into a 10-unit apartment building with 6 storage units. We have available the gravel parking lot to the East for parking of tenants. The building is currently empty and we purchased from First Resources with the purpose of what we described. We have architectural drawings already done and our lender is ready to proceed with the project. We are very experienced landlords with numerous houses around town and we have taken for the lost part run down houses and made the very rentable properties to help with the housing issues that Ottumwa faces. AS we understand we are asking to change the property from its current R-4 zoning to the required R-5 zoning so we can proceed with project. As i said before we are ready to go with project and the only thing that is holding us up now is the zoning. Thank You

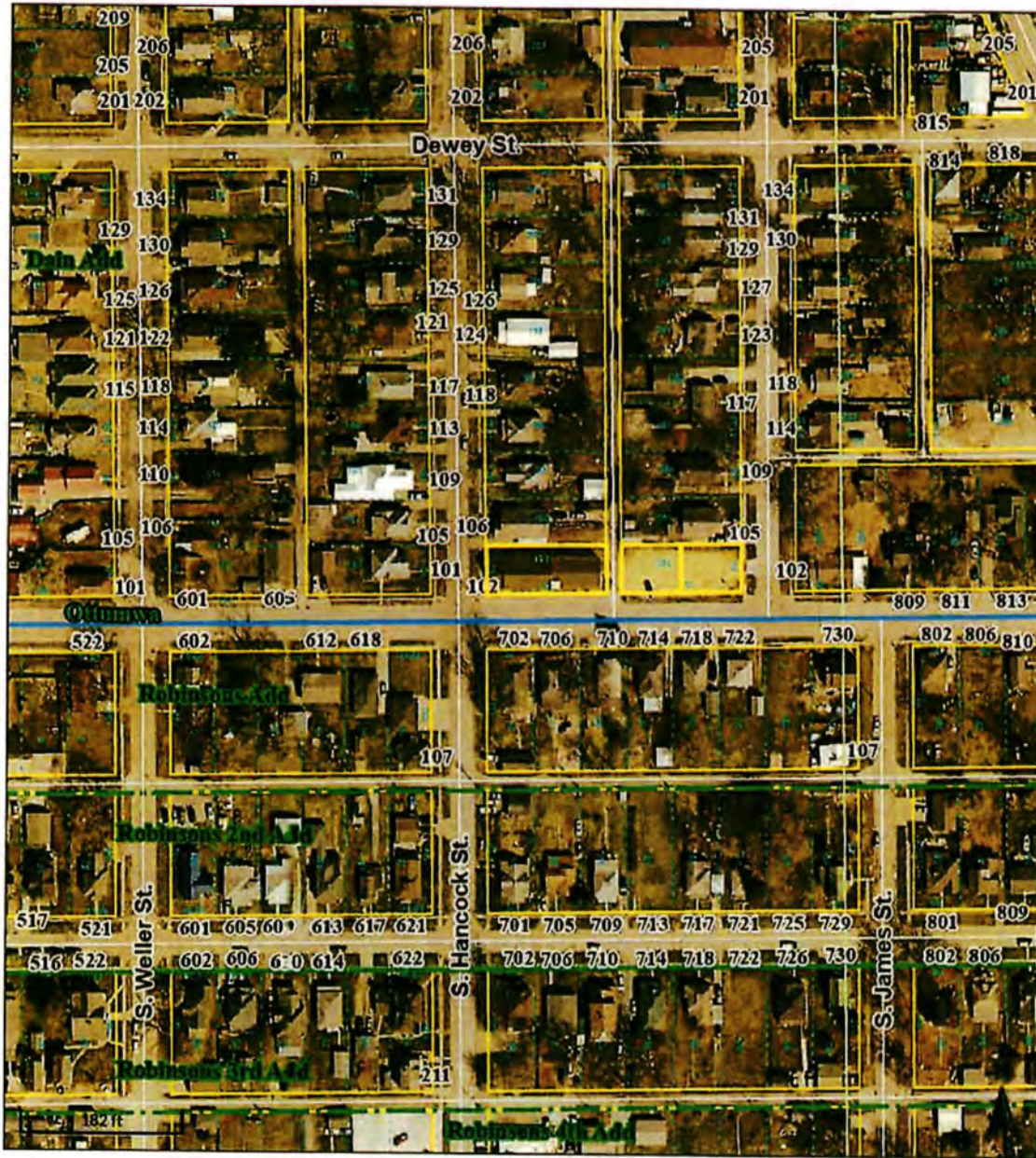
P & M Mowing, LLC
Lawn Care/Snow Removal
Matt Rhoads Phil Baum
641-777-9069 641-799-8349

Overview



Legend

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



Date created: 11/26/2024
 Last Data Uploaded: 11/26/2024 6:14:00 AM

Developed by  **SCHNEIDER**
 GEOSPATIAL

received
12-13-24 815A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 17, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3237-2025: An Ordinance Amending the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by Changing the Zoning Classification of Property Known as 2411 N Court from C-3 to C-2 and the Property Known as 2415 N Court from R-1 to C-2 in the City of Ottumwa, Wapello County, Iowa

 ****Public hearing required if this box is checked.**** **The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the Item will not be placed on the agenda.**

RECOMMENDATION: Open the public hearing,
Receive public comments,
Close the public hearing,
Pass first consideration of Ordinance No. 3237-2025.

DISCUSSION: The City has received a petition requesting to purchase the City-owned parcels at 2411 and 2415 N Court for use a car wash. The car wash use requires C-2 Zoning and the petition for purchase would be subject to rezoning. The City is initiating a proposed rezoning of the property at 2411 N Court from C-3 Commercial Mixed Use District to C-2 Community Commercial District and 2415 N Court from R-1 Single Family Residential District to C-2 Community Commercial District. These parcels are directly south of the former North Hy-Vee store and have been owned by the City since 2015.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

At the Plan and Zoning Commission meeting on December 2, 2024, the Commission recommended approving the rezoning. To date, Staff has not received any comments about the rezoning.

Section 38-966 requires reviewing the following elements in order to consider a rezoning:

1. Conformance to Future Land Use Plan: The Future Land Use Plan identifies the parcels as suitable for Low Density Residential Use. There has been no request or interest in purchasing this property for residential use. If the Council and Commission determine that extending the current commercial district around the N Court and Highway 149 intersection further south, then the Future Land Use Plan should be amended to designate these parcels as suitable for community commercial use. The Plan and Zoning Commission recommends adopting a Comprehensive Plan amendment which would include an amendment to reflect this change in the Future Land Use Plan.
2. Conformance to goals and objectives of the Comprehensive Plan: The rezoning would advance a number of Comprehensive Plan Goals including:
Growth 2: Focus on commercial development to grow the tax base.
3. Compatibility with surrounding development: The area directly to the north is zoned C-2 Community Commercial and includes an active commercial shopping district. While the Hy-Vee store has closed, there have been other new businesses to open in recent years include the gym at 2502 N Court and the drive-through coffee shop at 2504. These are vacant parcels, rezoning would determine the boundary of this commercial shopping district. North Court St. is designated as Minor Arterial St. and suitable for commercial traffic. While there is a constructed car wash at 2508 N Court, it is not operated, which means there is no nearby car wash for this area.
4. Potential hardships or nuisances for surrounding development: The car wash will generate commercial traffic and business during regular business hours. It will produce some amount of noise. The car wash will be required to conform to the buffer and screening standards described in the code to prevent hardship for the neighbor at 2409. These include maintaining a ten foot landscaped, buffer yard with the south neighbor and erecting a six-foot opaque barrier such as a fence, landscape screen or earth berm.
5. Public utilities: Development will be served by existing utilities. The City will require easements to access public utilities which run across the site.
6. Trend of development: There is a trend of new business and opportunities for revitalization of the business district to the north. Rezoning would determine the boundary of this commercial district.

ORDINANCE NO. 3237-2025

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 2411 N COURT FROM C-3 TO C-2 AND THE PROPERTY KNOWN AS 2415 N COURT FROM R-1 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. and also a part of Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twelve (12), Township Seventy-two (72), Ranger Fourteen (14) West of the 5th P.M., all in the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows, to wit:

Beginning at the Northwest Corner of the Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4) of said Section 7; thence North 88 degrees – 46' – 44" East along the southerly line of Lot Four (4) of Bradford's Northgate Addition to the City of Ottumwa, Wapello County, Iowa, a distance of 445.78 feet to a point on the Westerly right-of-way line of North Court Street in said City of Ottumwa, Iowa (formerly U.S. Highway No. 63); thence South 1 degree – 06' – 52" West along the said Westerly right-of-way line of North Court Street, a distance of 181.30 feet; thence South 89 degrees – 27' – 24" West, a distance of 451.67 feet to a point on the West line of the said SW1/4 of the SW1/4 of Section 7, said point also being located South 00 degrees – 48' – 02" West, a distance of 176.2 feet from the said Point of Beginning and also being located North 00 degrees – 48' – 02" East, a distance of 1152.32 feet from the Southwest Corner of the Southwest Quarter (SW1/4) of said Section 7; thence South 89 degrees – 36' – 40" West on a line that is parallel with the North line of the said SE1/4 of the SE1/4 of Section 12, a distance of 148.55 feet to a point on the Easterly right-of-way line of the relocated U.S. Highway No. 63; thence Northeasterly along a 3,995 foot radius curve of the said U.S. Highway No. 63 right-of-way line, concave Northwesterly and being 175 feet Southeast of and parallel with the center line of said U.S. Highway No. 63 to a point on the North line of the said SE1/4 of the SE1/4 of Section 12, said point also being N. 22 degrees – 07' 08" East, a distance of 190.7 feet from the last described point; thence North 89 degrees – 36' – 40: East along the said North line of SE1/4 of the SE1/4 of Section 12, a distance of 79.18 feet to the point of beginning containing a total of 2/3 acres more or less.

Be and the same is hereby changed from its present zoning classification of "R-1" Single-Family Residential District and "C-3" Commercial Mixed-Use District to "C-2" Community Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

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

SECTION 4

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

Passed on its first consideration on the 17 day of December, 2024.

Passed on its second consideration on the ___ day of _____, 2025.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2024.

Final passage and adoption on the ___ day of _____, 2025.

CITY OF OTTUMWA, IOWA

Richard W Johnson, Mayor

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2025.

Richard W Johnson, Mayor

___ Repassed and adopted over the veto this ___ day of _____, 2025.

___ Veto affirmed this ___ day of _____, 2025 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk



[CITY OF]
OTTUMWA

Petition No.: _____

Petitioner Information:

Name: Blunt Investments

Address: 639 Mill St. Ottumwa, IA 52501

Phone Number: (641) 777-1041 Petition contains the required number of signatures.

Summary of Petition:

Purchasing 2 vacant lots on N Court.
Purchase price of \$5000 for both lots.

1. Engineering Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

3. Health Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

**** If denied by your department automatically return to the City Clerk's Office.**

**** If approved by your department submit to the next department for review.**

***** Once the form is completed return to the City Clerk's Office**



Pranding Tap. Line continues

2442

Abandoned/Covered Bellwire

SANMH16

SANMH18

SANMH17

2420

SANMH17

N COURT ST

2406

2409

2409

2453

2407

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement 2415 & 2411 N COURT CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

11/28/2024

Subscribed and sworn to before me, and in my presence, by the said 3rd day of December, 2024



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 87.33

NOTICE OF PUBLIC HEARING

Notice of public hearing on proposed change in zoning classification on certain property located in Wapello County, Iowa.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday December 17, 2024 at the Bridge View Center in the City of Ottumwa, Iowa, in regard to Ordinance No. 3237-2024 rezoning the property located at 2411 and 2415 North Court. The property is legally described as follows:

A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. and also a part of Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twelve (12), Township Seventy-two (72), Range Fourteen (14) West of the 5th P.M., all in the City of Ottumwa, Wapello County, Iowa, being more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4) of said Section 7; thence North 89 degrees 46' 44" East along the southerly line of Lot Four (4) of Bradfords Northgate Addition to the City of Ottumwa, Wapello County, Iowa, a distance of 445.76 feet to a point on the Westerly right-of-way line of North Court Street in said City of Ottumwa, Iowa (formerly U.S. Highway No. 63); thence South 1 degree 06' 52" West along the said Westerly right-of-way line of North Court Street, a distance of 181.30 feet; thence South 89 degrees 27' 24" West, a distance of 451.67 feet to a point on the West line of the said SW1/4 of the SW1/4 of Section 7, said point also being located South 00 degrees 48' 02" West, a distance of 176.2 feet from the said Point of Beginning and also being located North 00 degrees 48' 02" East, a distance of 1152.32 feet from the Southwest Corner of the Southwest Quarter (SW1/4) of said Section 7; thence South 89 degrees 36' 40" West on a line that is parallel with the North line of the said SE1/4 of the SE1/4 of Section 12, a distance of 148.55 feet to a point on the Easterly right-of-way line of the relocated U.S. Highway No. 63; thence Northeasterly along a 3,995 foot radius curve of the said U.S. Highway No. 63 right-of-way line, concave Northwesterly and being 175 feet Southeast of and parallel with the center line of said U.S. Highway No. 63 to a point on the North line of the said SE1/4 of the SE1/4 of Section 12, said point also being N. 22 deg/deg 07' 08" East, a distance of 130.7 feet from the last described point; thence North 69 degrees 58' 40" East along the said North line of SE1/4 of the

SE1/4 of Section 12, a distance of 79.18 feet to the point of beginning containing a total of 2/3 acres more or less.

The City is initiating the proposed rezoning for the City-owned properties further to a petition requesting to purchase the properties. The City request is that the property at 2411 North Court be rezoned from C-3 Commercial Mixed-Use to C-2 Community Commercial District and the property at 2415 North Court be rezoned from R-1 Single-Family Residential District to C-2 Community Commercial District for the purpose of permitting a car wash.

All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification.

Members of the public wishing to contribute to the public hearing may attend the meeting at Bridge View Center, 102 Church Street, mail written remarks to Planning Department, 105 E Third St., Ottumwa, IA 52501, call 661-663-0650 or email remarks to simonsonz@ottumwa.us.

Further, the Plan and Zoning Commission will hold a hearing on the matter of the rezoning on Monday, December 2, 2024 at 6pm on the Second Floor of the Temporary City Hall at the Ottumwa Depot, 210 W Main Street.

FOR THE CITY OF
OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

received
12-12-24 11:20

Item No. G.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 17, 2024

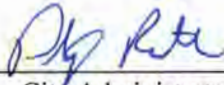
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3234-2025 - An Ordinance Discontinuing the Public Safety Advisory Committee of the City of Ottumwa, and Repealing Chapter 2, Article VI, Division 5 of the Code of Ordinances of the City of Ottumwa, Iowa

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3234-2025

DISCUSSION: The Public Safety Advisory Committee exists within the city's code and used to meet on a monthly basis. Whether due to COVID-19 restrictions, or a reduction in issues the Committee had not met for a couple years. In 2022, the code was changed to meet quarterly; however, there was still not sufficient purpose to meet. Following a survey of current committee members and the mayor it is recommended to dissolve the Committee. Per Iowa Code the City is required to hold a public hearing regarding the desire to proceed with dissolution. A public hearing was held on Nov. 5, 2024. The thirty day waiting period has expired and the ordinance is attached.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

ORDINANCE NO. 3234-2024

**AN ORDINANCE DISCONTINUING THE PUBLIC SAFETY
ADVISORY COMMITTEE OF THE CITY OF OTTUMWA, AND
REPEALING CHAPTER 2, ARTICLE VI, DIVISION 5 OF THE
CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA**

WHEREAS, the City of Ottumwa has established a Public Safety Advisory Committee in Chapter 2, Article VI, Division 5 of the municipal code; and

WHEREAS, the Ottumwa City Council adopted a resolution on October 15, 2024, providing notice of its intent to discontinue the Public Safety Advisory Committee; and

WHEREAS, notice was published as provided in section 362.3 of the Iowa Code and a public hearing was held on November 5, 2024, on the proposal; and

WHEREAS, more than thirty days have elapsed since the time of the public hearing, and pursuant to Iowa Code section 392.7, the Public Safety Advisory Committee may now be discontinued.

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

SECTION ONE. The Public Safety Advisory Committee is hereby discontinued.

SECTION TWO. The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing the entirety of Chapter 2, Article VI, Division 5.

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

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

SECTION FIVE. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law.

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

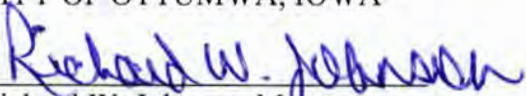
Passed on its first consideration on the 17 day of December 2024.

Passed on its second consideration on the __ day of ~WAIVED~ 2024.

Passed on its third consideration on the ___ day of ~WAIVED~ 2024.

Approved this 17 day of December 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

___ No action taken by Mayor
___ Vetoed this ___ day of _____, 2024.

Richard W. Johnson, Mayor

___ Repassed and adopted over the veto this ___ day of _____, 2024.
___ Veto affirmed this ___ day of _____, 2024 by failure of vote taken to repass.
___ Veto affirmed no timely vote taken to repass over veto.

ATTEST:


Christina Reinhard, CMC, City Clerk



received
12-16-2024 2:00p.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 17, 2024

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

Administration

Department



City Administrator Approval

AGENDA TITLE: Resolution #275-2024 - Approve changes to Compensation Handbook

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution #275-2024

DISCUSSION:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

Changes are as follows:

- 1) Page 12 - Classification Structure
 - a. Remove Landfill Supervisor
 - b. Remove Recycling Coordinator
 - c. Add Solid Waste Superintendent

- 2) Page 15 - Classification Framework
 - a. Add Solid Waste Superintendent to grade 10
 - b. Remove Landfill Supervisor
 - c. Remove Recycling Coordinator

These are changes that are being made due to the retirement of the Recycling Coordinator. After review of the position with the Landfill Supervisor, Director of Community Development and the Solid Waste Commission, it was decided that the position of Solid Waste Superintendent would be created. This will combine the current positions of Landfill Supervisor and Recycling Coordinator into one position that will oversee both entities.

With the added duties for the role, we recommended the salary be increased to grade 10. This is internally comparable to other superintendents within the City and comparable to other entities within the state of Iowa.

We will also budget and fill a part-time clerk position to assist with the administrative duties for both entities.

This change was approved by the Solid Waste Commission at their meeting on December 5, 2024.

RESOLUTION NO. 275-2024

RESOLUTION TO APPROVE UPDATED COMPENSATION HANDBOOK

WHEREAS, the City of Ottumwa, Iowa had approved a Compensation Handbook on July 18, 2023, which incorporated a classification framework and wage structure as part of the document, and;

WHEREAS, staff for the City of Ottumwa added the position of Solid Waste Superintendent to the Classification Structure and Classification Framework due to an evaluation of current positions due to a personnel change, and;

WHEREAS, staff for the City of Ottumwa removed the position of Landfill Supervisor to the Classification Structure and Classification Framework due to an evaluation of current positions due to a personnel change, and;

WHEREAS, staff for the City of Ottumwa removed the position of Recycling Coordinator to the Classification Structure and Classification Framework due to an evaluation of current positions due to a personnel change, and;

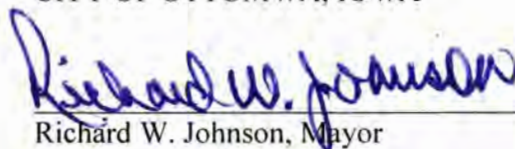
WHEREAS, staff has reviewed the current classification and wage structure and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa that the current Compensation Handbook approved on July 18, 2023 and any supplements thereafter are hereby repealed and that the attached Compensation Handbook is hereby adopted and in place with an effective date of October 1st, 2024.

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.

PASSED, ADOPTED and APPROVED this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

PURPOSE OF THE COMPENSATION HANDBOOK

The City of Ottumwa Compensation Handbook serves as a reference document that outlines the organization's compensation philosophy and practices for employees. The purpose of a compensation handbook is to ensure that employees are aware of the compensation they can expect to receive for their work, and the City of Ottumwa is able to apply consistent and fair compensation practices. It provides detailed information about salary ranges, benefits, and any other compensation-related information that employees need to know.

By providing transparency and clarity around compensation, a compensation handbook helps to ensure employee satisfaction, retention, and engagement.

This handbook includes 2 distinct policies:

- Compensation Philosophy
- Classification & Compensation Administrative Guidelines

There are additional appendices and forms included:

- Appendix A – Classification Structure
- Appendix B - Classification Framework
- Appendix C - Salary Schedule
- Position Description Questionnaire
- Job Analysis Request

ELIGIBILITY

The City of Ottumwa Compensation Handbook applies to all employees. Salary information for elected officials and contracted employees are also included in Appendices. If any provision of the handbook conflicts with collective bargaining agreements, the terms of the collective bargaining agreements will prevail.

The City of Ottumwa's compensation philosophy outlines the City's approach to compensating its employees. It is not an employment contract. The City retains the right to amend this handbook at its sole discretion.

PURPOSE

The purpose of a compensation philosophy is to provide a clear and consistent framework for compensation decisions across the organization. It serves as a guiding principle for how the City values and rewards its employees, and how we position ourselves in the job market. It helps to attract and retain top talent, promote fairness and equity in compensation practices, and ensure that compensation decisions are transparent and consistent.

The City of Ottumwa's compensation philosophy provides a framework for communicating with employees about compensation decisions, and helps to ensure that compensation decisions are made based on objective criteria and internal equity considerations.

The City of Ottumwa is committed to being the employer of choice. Our valued employees are the key to delivering on our commitment to improve lives of the citizens through excellence of service. Our compensation philosophy, including salary and benefits, is a reflection of our values. The City will pursue sustainable compensation goals in accordance with its overall fiscal position while respecting the goals of the philosophy. The City's compensation philosophy is designed to meet the following key objectives:

- **Externally Competitive Salary and Benefits.** The City will strive for salary midpoint to be at the 75th percentile of comparisons to identified benchmark jobs across comparable cities and regional industry employers. We will provide affordable and comprehensive benefit options that best fit employee needs and promote consumerism.
- **Equitable.** The City will strive to provide a framework of consistent compensation practices that are fair, equitable and free of discrimination. The City will work to continually improve this process by conducting periodic performance evaluations and updating position descriptions. We will regularly assess our market to ensure that our salary rates remain competitive.
- **Excellence.** The City employs high quality employees and we value continuous improvement as part of our commitment to excellence. Our compensation practices are intended to attract and retain employees who exemplify our values and delivery on our mission and vision. Qualified employees who work to advance their skills and knowledge as they contribute to the achievement of organizational objectives will also be paid competitively. External hires will be paid competitively in order to attract new talent within the designated ranges.
- **Emphasis on Service.** Individual employee goals may be developed to support overall performance and strategic priorities and exemplary service to the residents and property owners. We support and promote continual learning and employee growth by providing personal and professional development in order to produce high-quality, relevant programs and services. This is essential to efficient delivery of services as well as our growth and sustainability as a City.

- **Easy to Communicate.** Because the City is confident of the equity, validity, and reliability of the compensation system and practices, we maintain open communication with employees regarding their individual compensation. The compensation system is easily implemented, communicated and is simplistic in its design. Each employee will know how their compensation is determined. The City will develop a communication plan for our compensation program that supports our status as an employer of choice.

The City, as stewards over entrusted public funds, must be fiscally responsible as we administer compensation and benefits to employees. It is important to us that our compensation practices are sustainable well into the future. The City will seek opportunities, where appropriate, to invest in employees through compensation and benefits that are sustainable by connecting broad City performance measures that increase revenue with ongoing strategic investments in the people who work here.

Comparator/Peer Organizations

Factors considered in selecting comparator/peer organizations for market compensation comparison may include employer size and complexity, services rendered, aspirational organizations, from whom the City gains talent or to whom the City loses talent, population, proximity, and budget. While the selected comparator organizations are subject to change based on market or other conditions, the goal is to maintain consistency for as long as viable. As of 2022, the City's comparator organizations are as follows:

- Clinton, Iowa
- Dubuque, Iowa
- Fort Dodge, Iowa
- Marshalltown, Iowa
- Oskaloosa, Iowa
- Burlington, Iowa
- Muscatine, Iowa
- Bettendorf, Iowa
- Altoona, Iowa
- Mason City, Iowa

Additionally, the City will utilize reliable published survey sources to obtain additional public sector and private sector data especially related to cross industry jobs where competition warrants such comparisons.

Pay Structure and Progression

The City will develop its pay structure using the 75th percentile of the market for actual salaries anchored at the midpoint. Open pay ranges will be utilized and progression through the pay ranges will be based on tenure and as prescribed by the City's Salary Administration Guidelines.

A classification system is a method of describing and naming work performed in an organization. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Total Compensation

Every employee will have access to their total compensation package provided by the City of Ottumwa through the human capital system (currently UKG). This statement will include the dollar value of base pay, benefits and other variable/discretionary pay.

PURPOSE

The purpose of administrative guidelines for compensation is to establish a clear and consistent approach to determining compensation for employees within the City of Ottumwa. These guidelines typically cover a range of issues such as salary structures, incentive plans, employee benefits, and performance evaluations.

By providing a framework for how compensation decisions are made, the City of Ottumwa can ensure that our compensation policies are fair, transparent, and aligned with our overall business strategy. Additionally, guidelines for compensation can help to attract and retain talented employees, promote employee satisfaction and engagement, and mitigate potential legal and regulatory risks.

Classification & Compensation System Goals

The City of Ottumwa adopted a classification and compensation program for all employees. The goals of the program are to:

- Define job families/series and career paths; and
- Develop and maintain a compensation system that is internally equitable and externally competitive.

The Classification and Compensation Program consists of three systems:

- A Classification System;
- A Job Evaluation System; and
- A Compensation System.

Each of these systems is described below.

Classification System

A classification system is a method of describing and naming work performed in the City of Ottumwa. It provides a structure or framework for understanding how jobs relate to one another and the business reasons for those jobs. A classification system results in a sensible hierarchy of related jobs and groups similar positions together under the same classification title. A classification system is not intended to be used to reward individual employees.

Definition of Terms in this Section

Term	Definition
Position	A position is the job held by one person. It is the set of duties assigned to an individual.
Classification	A body of work performed by a group of positions and jobs with similar responsibilities at a similar level of responsibility.
Classification Specification	A general description of a class of work. A classification typically includes a general summary of the work; distinguishing characteristics of the class; the essential duties of the class; the knowledge and skills required at entry to the

Term	Definition
	<p>class; and any licensing and special physical requirements. Classification specifications do not describe the duties and responsibilities of each individual employee in a class. Classification describes the collective responsibilities of all employees that are allocated to that classification. A class specification includes:</p> <ul style="list-style-type: none"> • A description of the type and level of work; • A description of the characteristics which distinguish this class from others which may be in the same occupation or at the same level of authority and responsibility; • Information which indicates standards for recruiting and selecting staff, determining appropriate pay, defining career growth opportunities, identifying performance expectations and complying with the Americans with Disabilities Act (ADA).
Classification Series	<p>A set of classifications which are closely related to one another, but reflect increasing levels of decision-making, difficulty and/or accountability. This is also often referred to as a job family. In order for multiple levels to be defined within a classification series, there must be distinct differences in the level of decision-making, responsibility, and/or accountability. The differences must be clearly defined and require additional knowledge, education, and/or skill. A new level should not be added due to any of the following:</p> <ul style="list-style-type: none"> • The volume of work; • The number or variety of specific assignments; • An employee's longevity in a current classification; or • A change in reporting relationships.
Classification Structure	<p>An arrangement of all the classification series and classifications an employer uses, together with the classification specifications.</p>
Classification Titles	<p>A classification title names a class of work and should be easily understood by employees, applicants, other organizations, and the public. The following terms have been used in classification titles.</p>
Position Description Questionnaire (PDQ)	<p>The form used to identify new or changed positions or jobs to provide updated content for review by City Human Resources.</p>

Classification Structure

New Positions

When new positions are created, the hiring manager will work with Human Resources to complete a Position Description Questionnaire. Human Resources will determine the appropriate placement within the classification system and update the classification structure.

Requests for Reclassification

From time to time, it may be necessary to reclassify certain positions, to update classification specifications, and/or to develop a new classification. It may be necessary to make one or more of these changes when an individual's duties and responsibilities change significantly, a department or function reorganizes, or a new job or position is created. Before any changes to the class structure are made, a job analysis must be completed. Job analysis is a systematic way of collecting data and analyzing the duties and nature of a specific job or position. The job

analysis provides the information necessary to allocate a position to a classification, modify a classification, or develop a new classification.

A job analysis will be performed if:

- A new job or position is created in the organization;
- A position's or classifications essential duties of the position have substantially changed. Typically, this means that thirty percent (30%) or more of the duties have changed.
- The new responsibilities have been performed for a minimum of six (6) months, and are determined to be permanent.

Employees who believe their duties and responsibilities have substantially changed should get approval from their Department Head to request a job analysis. A job analysis request form is available from the Human Resources department. Individuals requesting a job analysis will be asked to complete a Position Description Questionnaire. The PDQ will be used to help determine if the job is appropriately classified, should be allocated to a different classification, or if a new classification should be developed. Human Resources will conduct the review of the PDQ and may conduct interviews of appropriate departmental personnel. Human Resources will make the final determination as to the classification, title, FLSA, job evaluation rating, pay grade, and related areas. If there is a concern with the final ruling, this may be appealed to the City Administrator for review. The City Administrator's determination will be final.

Job Evaluation System

The City of Ottumwa uses a combination of market data and a classification framework to maintain internal equity. This is achieved by first aligning a classification to the appropriate pay range midpoint that is most closely aligned with the market's 75th percentile. This placement is then validated against the classification framework that establishes the levels of work across the City functions. For jobs without market data, the City will review the classification framework and similar classifications to assign to the appropriate pay range.

It is recommended that the internal alignment is reviewed on an annual basis and is supported through the classification processes. Appendix B is the classification framework for the City. This will be continuously reviewed and revised as necessary based on the City's needs and priorities.

Compensation System

The City of Ottumwa intends to compensate employees at a level that is competitive with the market and maintains the City's internal equity of its classifications through the application of the job evaluation methodology. Therefore, the City has adopted salary structures based on the job evaluation results (internal equity) and market data. The salary structures will be reviewed and updated periodically to ensure the structures remain competitive with the market. (See Structure Maintenance section.)

Annual Increases and Salary Structure Adjustments

The City of Ottumwa may adjust its salary structure (Appendix C) on an annual basis, to ensure competitiveness with the labor market and account for changes in market conditions and trends. Salary structure adjustments will be based on information related to market trends and organization financials. The City of Ottumwa will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report to guide future adjustments. The Midwest CPI measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Note on Salary Structure Adjustments and Employee Increase Amount:

- The salary structure adjustment is separate from the employee increase amount. While a salary structure adjustment will impact the entire pay grid, it does not equate to across-the-board increases for employees. Employee compensation may be impacted on an individual basis due to step increases or other factors.

Pay structure adjustments must be approved within the City's budget process. Employees may or may not receive an adjustment to their individual pay as a result of the pay structure adjustment process.

In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study at least every fifth year. This schedule may vary depending on market conditions.

Hiring Range

At the City of Ottumwa, the hiring range will span from the position grade's Step 1 up to Step 3; hiring rates above Step 3 will be offered to exceptionally qualified or preferred qualifications of individuals and be done in consultation with the Human Resources Department.

Appointment above step 1 shall require approval by the Human Resources Department, and any hiring amount over the mid-point shall require the approval of the City Administrator.

Progression through the Salary Structure

As mentioned above, range spans (spreads) will vary by level of job. Therefore, the length of time for progression within the salary range will increase as jobs move up through the salary grade structure.

An employee will progress from step 1 through step 7 each year on their anniversary date in position. Once an employee reaches step 7 (midpoint), step progression will happen every three (3) years on the anniversary date in position.

If an employee is hired into a step greater than step 1, the employee will progress through the steps quicker. For example, if an employee was hired in at a step 3, their progression would look like this:

Hire	Step 3
1 year anniversary date in position	Step 4
2 year anniversary date in position	Step 5
3 year anniversary date in position	Step 6
4 year anniversary date in position	Step 7
7 year anniversary date in position	Step 8
10 year anniversary date in position	Step 9
13 year anniversary date in position	Step 10
16 year anniversary date in position	Step 11
19 year anniversary date in position	Step 12
22 year anniversary date in position	Step 13

If an employee obtains a certification that is deemed pertinent to their current job and will be of benefit to the city on a regular basis, an employee may increase their steps. This would be approved by the City Administrator and the certification must be documented.

Promotional Increases

In many situations, an employee promoted to a position in a higher pay range (grade) will receive an immediate pay increase. This increase is separate and distinct from any annual salary adjustment. Promotional increases will generally provide an increase between 5% and 10%. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

In determining the promotional increase, the following other guidelines will be used:

- An employee's salary will be increased at least to the minimum of the new salary range; and
- In no case will a promotional increase place an employee's salary above the maximum of the new salary range.

For positions assigned to a step system, any promotional increase will result in a salary that is "on step" and must correspond to a particular step.

Acting Pay: Pay Rates for Work in a Higher Job Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay grade or pay range), a temporary pay rate may be established for the period of that assignment or work schedule. To receive the adjusted rate, an employee must be working in the higher classification at least 50% of their workday for a minimum of fifteen (15) days.

The effective hourly rate of pay should be within the pay range for the salary grade of the temporary assignment, and should be determined using the same considerations, as noted above, for a promotional increase. This action should only take place when prior approval is given. This policy should not apply to situations of vacation replacement. Once the temporary assignment has been completed, the pay rate will revert to the previous rate.

- Occupational Group - Management = 10% of current base salary
- Occupational Group – Professional = 7.5% of current base salary
- Occupational Group – Technical / Specialist = 5% of current base salary

Discretionary Increases/Incentives

A Department Director, upon the review and approval of the Human Resources Director, may grant a discretionary increase to an employee. Such increases or incentives may be necessary for the following:

- To relieve compression;
- To address pay equity situations;
- To retain top performers outside of the performance cycle;
- To reward an employee with sustained favorable performance; or
- If given as a base salary increase, such increases are to be in accordance with the provisions of the pay plans to which an employee is assigned.

If such increase or incentive is given as a means of retaining an employee, the employee must (1) have achieved a performance ranking of higher than meeting expectations on the employee's most recent performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Human Resources Director. Retention increases are not to be given more than once in a thirty-six (36) month period.

If the discretionary increase or incentive is granted due to performance, an employee must have a performance evaluation ranking of higher than meeting expectations on the employee's most recent performance evaluation and the employee shall not be eligible for more than one such increase per calendar/fiscal year.

All discretionary increases or incentives of more than five percent (5%) must be approved in writing by the Human Resources Director and City Administrator or their designee unless the increase is for an employee on a step system and such movement is to the next highest step.

A discretionary increase will not be provided if it places the resulting base salary above that of the respective pay range maximum.

Leaves of Absence

Salary increases are not earned while on an unpaid leave of absence and in compliance with leave regulations. Upon reinstatement, the employee shall be paid at the same rate he/she had prior to the leave of absence. If, during the absence, an increase had been provided, the salary of the incumbent should be reviewed at the time he/she returns for any pay action.

Voluntary Reassignment

An employee who voluntarily accepts a reassignment to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. Employees who are subsequently reclassified, or promoted back to the original classification from which they took a voluntary reassignment, may not have their rate of pay adjusted to a level above that prescribed for reclassifications or promotions.

Involuntary Reassignment (Demotion)

An employee who is involuntarily reassigned to a position having a classification in a lower assigned pay grade shall have their salary set at a rate of pay within the new pay grade providing it does not result in an increase in pay or does not exceed the maximum of the new assigned pay grade. A minimum of 5% reduction in pay is considered, but in no case will the employee be paid over the maximum of the new pay range.

Involuntary Transfer to a Lower Grade

When an employee receives an involuntary transfer, (not resulting from a demotion) to a new position with a salary range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequent reassignment of a position with a lower grade), no immediate salary reduction should occur. For employees with positions on a step system, their "new" position should be placed on the pay scale at the closest, next highest step if the job is also assigned to a step pay range. Under this circumstance, the employee's situation will be reviewed during the next pay adjustment cycle to determine if the employee is eligible for any further step adjustment. If the employee's salary is above the maximum of the lower grade, no salary increases will be granted to the employee until the maximum for the new grade equals or exceeds the employee's salary.

Lateral Transfer

When necessary, the City may change an employee or group of employees from one job to another within the same pay grade. This will happen when the City deems the change to be in the interest of efficiency and meeting objectives. When an employee(s) is transferred to a position assigned to the same pay grade, he or she will not receive an adjustment in pay. Likewise, an employee who voluntarily requests a lateral transfer to a job within the same pay grade will not receive a pay adjustment.

Reclassification/Regrade

An employee who is advanced to a higher pay grade through reclassification or classification regrade shall have their salary set within the range of the new pay grade under the following guidelines:

- 1) The minimum of the assigned pay grade; but not above pay grade maximum unless the current salary is above the maximum.
- 2) On the next highest step to that of the current salary.

An employee who is reduced to a lower pay grade by reclassification or regrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Job Family	Series Title	New Class Title	Series Level
Accounting	Accounting	Accounting Specialist	1
Accounting	Accounting	Accountant	2
Accounting	Accounting	Director of Finance	3
Administrative Support	Administrative Support	Administrative Clerk	1
Administrative Support	Administrative Support	Administrative Specialist	2
Airport	Airport	Airport Facilities Technician	1
Airport	Airport	Equipment Operator	2
Airport	Airport	Aviation Services Supervisor	3
Airport	Airport	Director of Airport Operations	4
Fire	Fire	Firefighter	1
Fire	Fire	Master Firefighter	2
Fire	Fire	Fire Captain	3
Fire	Fire	Assistant Fire Chief	4
Fire	Fire	Deputy Fire Chief	5
Fire	Fire	Fire Chief	6
Facilities Maintenance	Facilities Maintenance	Janitor	1
Facilities Maintenance	Facilities Maintenance	Custodian	2
Facilities Maintenance	Facilities Maintenance	Maintenance Worker	3
Facilities Maintenance	Facilities Maintenance	Maintenance Manager	4
Human Resources	HR	HR Generalist	1
Human Resources	HR	Director of Human Resources	2
Library	Library	Library Assistant	1
Library	Library	Librarian	2
Library	Library	Adult Services Librarian	3
Library	Library	Youth Services Librarian	3
Library	Library	Assistant Library Director	4
Library	Library	Library Director	5
Clerk	Clerk	City Clerk	n/a
City Management	City Management	City Administrator	n/a
Parks and Recreation	Parks and Recreation	Customer Service Representative	1
Parks and Recreation	Parks and Recreation	Lifeguard	2
Parks and Recreation	Parks and Recreation	Program Instructor	3
Parks and Recreation	Parks and Recreation	Program Supervisor	4
Parks and Recreation	Parks and Recreation	Aquatic Facility Supervisor	5
Parks and Recreation	Parks and Recreation	Director of Parks & Recreation	6
Community Development	Landfill	Grounds Worker	1
Community Development	Landfill	Gatekeeper	2
Community Development	Landfill	Equipment Operator	3
Community Development	Recycling	Gatekeeper	1
Community Development	Recycling	Demanufacturing Technician	2
Community Development	Solid Waste	Solid Waste Superintendent	4

Job Family	Series Title	New Class Title	Level
Community Development	Planning and Zoning	Code Compliance Officer	1
Community Development	Planning and Zoning	Building Inspector	2
Community Development	Planning and Zoning	Planning and Zoning Coordinator	3
Community Development	Planning and Zoning	Director of Community Development	4
Public Safety Communications	Public Safety Communications	911 Communication Specialist	1
Public Safety Communications	Public Safety Communications	911 Dispatch Supervisor	2
Public Safety	Public Safety	Parking Attendant	n/a
Public Safety	Public Safety	Police Officer	1
Public Safety	Public Safety	Sergeant	2
Public Safety	Public Safety	Lieutenant	3
Public Safety	Public Safety	Police Chief	4
Public Works	Sewer Maintenance	Equipment Operator	1
Public Works	Sewer Maintenance	Sewer Maintenance Supervisor	2
Public Works	Street Maintenance	Equipment Operator	1
Public Works	Street Maintenance	Street Maintenance Supervisor	2
Public Works	Traffic Maintenance	Equipment Operator	1
Public Works	Traffic Maintenance	Electrician	2
Public Works	Traffic Maintenance	Senior Electrician	3
Public Works	Traffic Maintenance	Traffic Maintenance Supervisor	4
Public Works	Mechanic	Mechanic	1
Public Works	Mechanic	Garage Supervisor	2
Public Works	Management	Public Works Superintendent	3
Public Works	Civil Engineering	Engineering Technician I	1
Public Works	Civil Engineering	Engineering Technician II	2
Public Works	Civil Engineering	Engineering Technician III	3
Public Works	Civil Engineering	Engineering Supervisor	4
Public Works	Civil Engineering	Assistant City Engineer	5
Public Works	Civil Engineering	City Engineer	6
Public Works	Laboratory Operations	Laboratory Technician	1
Public Works	Laboratory Operations	Laboratory Chemist	2
Public Works	Wastewater	Plant Operator	1
Public Works	Wastewater	Maintenance Technician	1
Public Works	Wastewater	Pre-Treatment Coordinator	2
Public Works	Wastewater	WPCF Supervisor	3
Public Works	Wastewater	Water Superintendent	4
Public Works	Management	Director of Public Works	2
Information Technology	IT	IT Technician	1
Information Technology	IT	IT Manager	2
Stand alone	Stand alone	GIS Administrator	n/a
Stand alone	Stand alone	Public Information Officer	n/a

Occupational Group	Title	Level Definition	Position Title	Grade
MANAGEMENT (EXEMPT)	City Administrator	Overall strategic and operational direction and management of the City responsible for executing the goals and objectives of the Council	City Administrator	17
	Senior Director	Direct and oversee departments and functions across the City with overall policy development. Impacts of decisions and responsibilities go across functional areas and impact all or most City operations.	Director of Public Works – with PE License	15
			Director of Finance	14
			Police Chief	14
			Director of Community Development	13
			Director of Human Resources	13
			Director of Public Works – without PE license	13
			Fire Chief	13
	Director	Direct the operations, goals, and services of a City department or functional area by defining the operations with the scope of established goals and objectives. Incumbents develop and manage a budget, and ensure the operations meet City-wide strategies.	Library Director	12
			Director of Airport Operations	12
			City Engineer	12
			Police Lieutenant	12
			IT Manager	12
			Director of Parks & Recreation	12
	Manager	Oversee the operations and planning of a work unit, function, or division; may serve as second-in-command, and typically report to a department head. Responsible to determine and plan the operations of the assigned area through planning, functional management, or project management assignments.	Deputy Fire Chief	11
Wastewater Superintendent			11	

Occupational Group	Title	Level Definition	Position Title	Grade
PROFESSIONAL (EXEMPT)	Lead/Principal/ Administrator	Responsible for the advanced level of analysis, programming, and execution of assigned work in the area of assignment to the broader City. Typically responsible for assignments and work that impact within the department and across the City through the operations and work of an assigned functional area.	Public Works Superintendent	10
			Solid Waste Superintendent	10
			Police Sergeant	10
			Accountant	10
	Senior Officer / Analyst / Coordinator	Represent an area of assignment to related functions or by providing information to the broader City. Incumbents have limited to no budget responsibility with impact of work and information on departments or functions across the City. The assignments require diverse decisions that require complex decision making skills through the analysis, evaluation, and methodology development to review information and data. Assignments are generally broad in nature. Incumbents determine which process to utilize in carrying out duties.	Assistant City Engineer	9
			Assistant Fire Chief	9
			Aviation Services Supervisor	9
			City Clerk	9
			Senior Electrician	9
	Officer/Analyst/ Supervisor	Journey-level analytical work in an assigned area, department, or operations of the City. Incumbents have limited to no budget responsibility with the impact of work concentrated within the area of assignment. Duties often require complex decision making skills to troubleshoot standard processes or steps. Assignments are generally broad in nature that require input from multiple sources to identify errors or solutions.	WPCF Maintenance Supervisor	8
			WPCF Operations Supervisor	8
			Laboratory Chemist	8
			Planning and Zoning Coordinator	8
			Police Officer	8
			Maintenance Electrician	8
			Garage Supervisor	8

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Foreman / Lead Specialist / Technician	Top level of operation, administrative services, office coordination, administrative support for program or staff, may serve as the lead worker.	Street Maintenance Supervisor	7
			Traffic Maintenance Supervisor	7
			Sewer Maintenance Supervisor	7
			Maintenance Manager	7
			911 Dispatch Supervisor	7
			Engineering Supervisor	7
			Assistant Library Director	7
			Aquatic Facilities Manager	7
			HR Generalist	7
			Public Information Officer	7
			GIS Administrator	7
			Building Inspector	7
	Fire Captain	7		
	Senior Specialist / Technician	Advanced specialized program support or complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures; requires a comprehensive knowledge and skill of the assigned area or function to complete the assigned responsibilities assigned.	Engineering Technician II	6
			Pre-treatment Coordinator	6
Master Firefighter			6	
Mechanic			6	

Occupational Group	Title	Level Definition	Position Title	Grade
TECHNICAL/SPECIALIST (NON-EXEMPT)	Specialist / Technician	Specialized program support or moderately complex technical, administrative support for staff. Work is primarily routine in nature, with specific goals and objectives, but includes the ability to address non-routine situations by applying or adapting established processes and procedures.	Water Laboratory Technician	5
			Code Compliance Officer	5
			Traffic Maintenance Technician	5
			Equipment Operator	5
			IT Technician	5
			WPCF Maintenance Technician	5
			WPCF Plant Operator	5
			Firefighter	5
	Assistant/ Technician	Work is routine in nature with the majority of time dedicated to the performance of tasks related to one area of responsibility, with standardized responsibilities of basic maintenance and repair, transaction processing, general administrative support.	911 Communication Specialist	4
			Accounting Specialist	4
			De-manufacturing Technician	4
			Administration Specialist	4
			Engineering Technician I	4
			Maintenance Worker	4
			Adult Services Librarian	4
Youth Services Librarian	4			

Occupational Group	Title	Level Definition	Position Title	Grade
SUPPORT (NON-EXEMPT)	Worker/Representative	Role is within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations and how responsibilities of multiple positions interact and impact that area.	Program Supervisor	3
			Administrative Clerk	3
			Custodian	3
			Librarian	3
	Receptionist/Clerk/Worker	Role is typically assigned within a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities with a broader understanding of area of assignment operations.	Library Assistant	2
	Clerk	Work is in a defined area, department, or operations of the City. The scope of responsibilities are limited to the area of assignment and defined job responsibilities; with the position accountable for the specific assignments.	Airport Facilities Technician	1
			Gatekeeper	1
			Grounds Worker	1
			Janitor	1
			Lifeguard	1
Parking Attendant			1	

Grade	Step 1 Hire	Step 2 1 Year	Step 3 1 Year	Step 4 1 Year	Step 5 1 Year	Step 6 1 Year	Step 7 1 Year	Step 8 3 Year	Step 9 3 Year	Step 10 3 Year	Step 11 3 Year	Step 12 3 Year	Step 13 3 Year
1	\$ 33,092.80	\$ 33,904.00	\$ 34,736.00	\$ 35,568.00	\$ 36,400.00	\$ 37,232.00	\$ 38,064.00	\$ 38,875.20	\$ 39,707.20	\$ 40,539.20	\$ 41,350.40	\$ 42,182.40	\$ 43,014.40
2	\$ 36,400.00	\$ 37,294.40	\$ 38,209.60	\$ 39,124.80	\$ 40,040.00	\$ 40,934.40	\$ 41,849.60	\$ 42,764.80	\$ 43,680.00	\$ 44,574.40	\$ 45,489.60	\$ 46,404.80	\$ 47,320.00
3	\$ 40,040.00	\$ 41,038.40	\$ 42,036.80	\$ 43,035.20	\$ 44,033.60	\$ 45,032.00	\$ 46,030.40	\$ 47,028.80	\$ 48,048.00	\$ 49,046.40	\$ 50,044.80	\$ 51,043.20	\$ 52,041.60
4	\$ 44,033.60	\$ 45,136.00	\$ 46,238.40	\$ 47,340.80	\$ 48,443.20	\$ 49,545.60	\$ 50,648.00	\$ 51,750.40	\$ 52,832.00	\$ 53,934.40	\$ 55,036.80	\$ 56,139.20	\$ 57,241.60
5	\$ 48,443.20	\$ 49,649.60	\$ 50,856.00	\$ 52,062.40	\$ 53,289.60	\$ 54,496.00	\$ 55,702.40	\$ 56,908.80	\$ 58,115.20	\$ 59,342.40	\$ 60,548.80	\$ 61,755.20	\$ 62,961.60
6	\$ 53,289.60	\$ 54,620.80	\$ 55,952.00	\$ 57,283.20	\$ 58,614.40	\$ 59,945.60	\$ 61,276.80	\$ 62,608.00	\$ 63,939.20	\$ 65,270.40	\$ 66,601.60	\$ 67,932.80	\$ 69,264.00
7	\$ 58,614.40	\$ 60,070.40	\$ 61,547.20	\$ 63,003.20	\$ 64,459.20	\$ 65,936.00	\$ 67,392.00	\$ 68,868.80	\$ 70,324.80	\$ 71,801.60	\$ 73,257.60	\$ 74,713.60	\$ 76,190.40
8	\$ 64,459.20	\$ 66,081.60	\$ 67,683.20	\$ 69,305.60	\$ 70,907.20	\$ 72,529.60	\$ 74,131.20	\$ 75,753.60	\$ 77,355.20	\$ 78,977.60	\$ 80,579.20	\$ 82,201.60	\$ 83,803.20
9	\$ 70,907.20	\$ 72,696.00	\$ 74,464.00	\$ 76,232.00	\$ 78,000.00	\$ 79,768.00	\$ 81,556.80	\$ 83,324.80	\$ 85,092.80	\$ 86,860.80	\$ 88,649.60	\$ 90,417.60	\$ 92,185.60
10	\$ 78,000.00	\$ 79,955.20	\$ 81,910.40	\$ 83,844.80	\$ 85,800.00	\$ 87,755.20	\$ 89,710.40	\$ 91,644.80	\$ 93,600.00	\$ 95,555.20	\$ 97,510.40	\$ 99,444.80	\$ 101,400.00
11	\$ 85,800.00	\$ 87,942.40	\$ 90,084.80	\$ 92,248.00	\$ 94,390.40	\$ 96,532.80	\$ 98,675.20	\$ 100,817.60	\$ 102,960.00	\$ 105,102.40	\$ 107,244.80	\$ 109,387.20	\$ 111,550.40
12	\$ 94,390.40	\$ 96,740.80	\$ 99,091.20	\$ 101,462.40	\$ 103,812.80	\$ 106,184.00	\$ 108,534.40	\$ 110,905.60	\$ 113,256.00	\$ 115,606.40	\$ 117,977.60	\$ 120,328.00	\$ 122,699.20
13	\$ 103,812.80	\$ 106,412.80	\$ 109,012.80	\$ 111,612.80	\$ 114,192.00	\$ 116,792.00	\$ 119,392.00	\$ 121,992.00	\$ 124,571.20	\$ 127,171.20	\$ 129,771.20	\$ 132,371.20	\$ 134,971.20
14	\$ 114,192.00	\$ 117,062.40	\$ 119,912.00	\$ 122,761.60	\$ 125,611.20	\$ 128,481.60	\$ 131,331.20	\$ 134,180.80	\$ 137,030.40	\$ 139,900.80	\$ 142,750.40	\$ 145,600.00	\$ 148,449.60
15	\$ 125,611.20	\$ 128,752.00	\$ 131,892.80	\$ 135,033.60	\$ 138,174.40	\$ 141,315.20	\$ 144,456.00	\$ 147,596.80	\$ 150,737.60	\$ 153,878.40	\$ 157,019.20	\$ 160,160.00	\$ 163,300.80
16	\$ 138,174.40	\$ 141,627.20	\$ 145,080.00	\$ 148,553.60	\$ 152,006.40	\$ 155,459.20	\$ 158,912.00	\$ 162,364.80	\$ 165,817.60	\$ 169,270.40	\$ 172,723.20	\$ 176,176.00	\$ 179,628.80
17	\$ 152,006.40	\$ 155,792.00	\$ 159,598.40	\$ 163,404.80	\$ 167,190.40	\$ 170,996.80	\$ 174,803.20	\$ 178,588.80	\$ 182,395.20	\$ 186,201.60	\$ 189,987.20	\$ 193,793.60	\$ 197,600.00
18	\$ 167,190.40	\$ 171,371.20	\$ 175,552.00	\$ 179,732.80	\$ 183,913.60	\$ 188,094.40	\$ 192,275.20	\$ 196,456.00	\$ 200,636.80	\$ 204,817.60	\$ 208,998.40	\$ 213,179.20	\$ 217,360.00

City Council – paid monthly - \$6,000 per year

Mayor – paid monthly - \$10,200 per year

Seasonal / Contracted Employees	
<i>This includes all departments with no exceptions unless otherwise stated and approved by City Administrator.</i>	
Year 1	\$14.00 per hour
Year 2	\$15.00 per hour
Landfill contracted employees	\$9.00 per hour
Recycling Center Contracted Employees	\$8.25 per hour
<i>Landfill and Recycling Center rates set by the Solid Waste Commission.</i>	
WPCF Contracted (with certifications)	\$20.00 per hour

received
12.13.24 815

Item No. I.-2.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: DEC 17, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.276-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 516 Gladstone.

****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 276-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 516 Gladstone were accepted until 2 P.M. on December 5, 2024. Three Asbestos Bids and Three Demolition bids were received. Dustan Smith submitted the best bid in the amount of \$11,300.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 276-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 516 GLADSTONE

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on December 5, 2024; and

WHEREAS, the lowest qualified bid was from Dustan Smith in the amount \$2,100.00 for Asbestos removal;

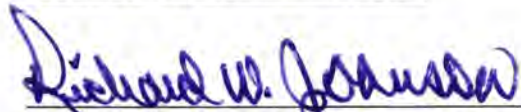
AND WHEREAS, the lowest qualified bid was from Dustan Smith in the amount of \$9,200.00 for Demolition and Clean up;

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

Dustan Smith be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 516 Gladstone in the amount of \$11,300.00.

APPROVED, PASSED AND ADOPTED this 17th day of December 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

516 GLADSTONE	Asbestos	Demolition	Total
Dustan Smith	\$2,100.00	\$9,200.00	\$11,300.00
Weston Mckee	\$2,500.00	\$9,800.00	\$12,300.00
Ryan Rynar	\$5,900.00	\$14,350.00	\$20,250.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Dustan Smith		Total:	\$11,300

received
12.13.24 815

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : DEC 17, 2024

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No.277-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 320 N Holt.

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

The Proof of Publication (or copy 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 277-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 320 N Holt were accepted until 2 P.M. on December 5, 2024. Three Asbestos Bids and Three Demolition bids were received. Weston McKee submitted the best bid in the amount of \$13,700.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 277-2024

A RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS REMOVAL, DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 320 N HOLT

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on December 5, 2024; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount \$3,500.00 for Asbestos removal;

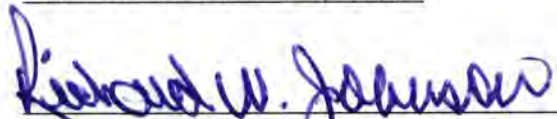
AND WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$10,200.00 for Demolition and Clean up;

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

Weston McKee be awarded the contract for the asbestos removal, demolition and cleanup of the condemned property at 320 N Holt in the amount of \$13,700.00.

APPROVED, PASSED AND ADOPTED this 17th day of December 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:




Christina Reinhard, City Clerk

320 N HOLT	Asbestos	Demolition	Total
Weston Mckee	\$3,500.00	\$10,200.00	\$13,700.00
Dustan Smith	\$4,000.00	\$11,500.00	\$15,500.00
Ryan Rynar	\$6,200.00	\$14,650.00	\$20,850.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Weston McKee		Total:	\$13,700

received
12/13/24 815

Item No. I.-4.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: DEC 17, 2024

Jake Rusch

Prepared By

Building and Code Enforcement
Department

Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.278-2024. A resolution awarding the contracts for Asbestos abatement and demolition of the condemned property at 625 Morris.

****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 278-2024

DISCUSSION: Bids for the asbestos removal, demolition and cleanup of 625 Morris were accepted until 2 P.M. on December 5, 2024. Three Asbestos Bids and Three Demolition bids were received. Dustan Smith submitted the best bid in the amount of \$9,700.00 for the asbestos removal, demolition and cleanup. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 278-2024

A RESOLUTION AWARDDING THE CONTRACT FOR THE ASBESTOS REMOVAL,
DEMOLITION AND CLEANUP OF THE CONDEMNED PROPERTY AT 625
MORRIS

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm
on December 5, 2024; and

WHEREAS, the lowest qualified bid was from Dustan Smith in the amount \$1,200.00 for
Asbestos removal;

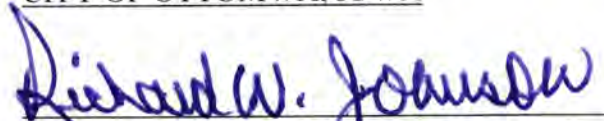
AND WHEREAS, the lowest qualified bid was from Dustan Smith in the amount of \$8,500.00
for Demolition and Clean up;

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

Dustan Smith be awarded the contract for the asbestos removal, demolition and cleanup of the
condemned property at 625 Morris in the amount of \$9,700.00.

APPROVED, PASSED AND ADOPTED this 17th day of December 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

625 MORRIS	Asbestos	Demolition	Total
Dustan Smith	\$1,200.00	\$8,500.00	\$9,700.00
Weston McKee	\$1,400.00	\$10,400.00	\$11,800.00
Ryan Rynar	\$5,800.00	\$14,350.00	\$20,150.00
Best Bid For Asbestos Removal, Demolition and clean up:			
Dustin Smith		Total:	\$9,700

received
12-13-24 8:15A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 17, 2024

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 281-2024 A Resolution in Support of the Proposed Terms to be Included a Development Agreement by and Between the City of Ottumwa and CBC Financial Corporation

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 281-2024.

DISCUSSION: CBC Financial is re-submitting an application for Low Income Housing Tax Credits for the property at 608 E Williams, the former Agassiz Elementary School. This project will include a historic rehabilitation of the existing Agassiz school building as well as the construction of an additional building on the site. The total cost of construction is expected to exceed \$10 million and result in a total of 40 new units. CBC previously submitted

Source of Funds:

Budgeted Item: Budget Amendment Needed:

an application under this program earlier this year and narrowly missed scoring high enough in the competitive program. They intend to apply again in early 2025.

The LIHTC program is a competitive program funded by federal Housing and Urban Development funds which is the largest national program for creating new affordable housing. Housing would be available at a subsidized rate to families earning between 40% and 60% of area median income. CBC Financial was awarded a 2022 credit for the ongoing Asbury and Sherwood townhome project and has substantial experience with this program.

The LIHTC scoring is highly competitive and requires participation from the community. The project is consistent with the goals of the Ottumwa Housing Plan. Agassiz school is the first landmark on the south side of Ottumwa to be listed on the National Register of Historic Places and the rehabilitation of this building would also be a priority for historic preservation in Ottumwa.

This resolution is a resolution of support to be included with the LIHTC application. It states the City's support for the project and proposes that the support for the development from the City could be in the form of Tax Increment Financing Rebates from the Agassiz Urban Renewal Area for 80% of the total tax increment for 15 years, not to exceed \$450,000. These are the same terms that were approved under Resolution No. 89-2024 in April of this year.

At this time, this resolution only proposes that level of support. That would be conditioned on the legislative process and a public hearing should the LIHTC be awarded for this project.

RESOLUTION NO. 281-2024

A RESOLUTION IN SUPPORT OF THE PROPOSED TERMS TO
BE INCLUDED IN A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF OTTUMWA, IOWA AND CBC
FINANCIAL CORPORATION

WHEREAS, in 2019, the City of Ottumwa, Iowa (the “City”) adopted the Agassiz Urban Renewal Plan for the Agassiz Urban Renewal Area to promote the redevelopment of the Agassiz school building through an adaptive reuse and rehabilitation project that would convert the building to a multi-residential use (the “Project”); and

WHEREAS, the developer proposing to undertake the Project, CBC Financial Corporation (“Developer”), intends to apply for Low Income Housing Tax Credits for the Project; and

WHEREAS, the City is supportive of the Project and willing to provide a local match for the Project (the “Economic Development Grants”), pursuant to terms and conditions that would be set forth in a development agreement with the Developer (the “Development Agreement”), as further described in this Resolution.

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

Section 1: That the City proposes to support the Project as follows, contingent on the conditions in Section 2:

1. The payment of up to fifteen (15) annual Economic Development Grants to Developer, each in an amount equal to 80% of the incremental property tax revenues created by the Project’s improvements and are collected by the City pursuant to Iowa Code Section 403.19 (the “Tax Increments”).
2. The aggregate amount of Economic Development Grants paid to Developer shall not exceed the lesser of: (i) \$450,000, or (ii) the sum of 80% of the available Tax Increments in each year that Developer is eligible for an Economic Development Grant payment. (Note that the Economic Development Grants shall be made solely from the incremental property tax revenue produced by the Project, and that the actual amount of incremental taxes granted to Developer as rebates is dependent on the assessed value of the completed development, tax rates, tax laws, tax payments, and other factors; depending on these variables, the aggregate Economic Development Grants to the Developer may not reach the stated maximum.)
3. The payment of Economic Development Grants shall cease on the earlier of: (i) Developer has received the aggregate maximum amount of Economic Development Grants; (ii) when fifteen (15) annual Economic Development

Grants have been paid; or (iii) the Development Agreement is terminated under its terms.

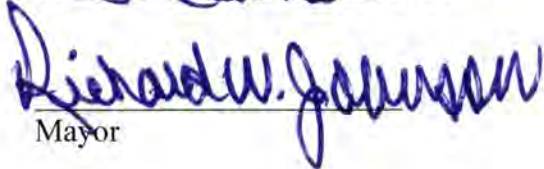
4. Payment of the Economic Development Grants will be subject to annual appropriation and will be subject to additional terms and conditions to be stated in the Development Agreement.

Section 2: That the terms listed in Section 1 shall be subject to and conditioned on all of the following:

1. The Developer being approved to receive Low Income Housing Tax Credits for the Project.
2. The Developer and City entering into the Development Agreement, which shall be drafted by the City's legal counsel to include the terms listed in Section 1 and other terms recommended by legal counsel; and the approval of the Development Agreement by the City Council in its final form following all required legislative processes including a public hearing.

Section 3: That the City Clerk, City Administrator, and Community Development Director are hereby authorized and directed to proceed with the preparation of the necessary documents for the Development Agreement, and to take other actions consistent herewith, including providing documentation in support of Developer's application for tax credits for the Project consistent with the terms set forth herein.

PASSED AND APPROVED this 17th day of December 2024.


Mayor

ATTEST:


City Clerk

0232307\10981-092



PROPOSED SITE PLAN
 SCALE: 1" = 40'



DEVELOPER 3/13/24
 CBC Financial Corporation
 1708 S. Main Street
 Fairfield, IA 52556

AGASSIZ SCHOOL
 608 EAST WILLIAMS STREET
 OTTUMWA, IA 52501
PROJECT STATUS
 © COPYRIGHT 2024 EBERSOLDT + ASSOCIATES

received
12.13.24 815

Item No. I.-6.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 17, 2024

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

Engineering Department

Department

Ph Rata

City Administrator Approval

AGENDA TITLE: Resolution #282-2024. Accepting the work as final and complete for the Street Crack Repair Program 2024.

**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 #282-2024.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa. The contract is set up for a specified lineal feet (LF) of crack sealing. This project was awarded to TK Concrete of Pella, Iowa.

TK Concrete of Pella, Iowa has completed the above referenced work according to the plans and specifications. This will authorize final payment releasing all retainage.

Original Contract Amount:	\$63,720.00
Less Previous Payments	<u>\$60,534.00</u>
Final Payment	\$ 3,186.00

Funding:

2024 ESRP: \$75,000.00

Source of Funds: Road Use 110-7-751

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #282-2024

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE
STREET CRACK SEAL PROGRAM 2024.

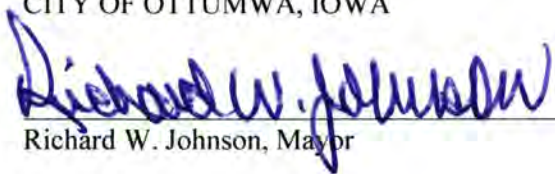
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 1, 2024 with TK Concrete of Pella, Iowa for the above referenced project; and

WHEREAS, The project is now complete and final payment can be made releasing all retainage.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Street Crack Seal Program 2024 is hereby accepted as complete and authorization to make final payment to TK Concrete of Pella, Iowa in the amount of \$3,186.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Crack Seal 2024

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: TK Concrete

PAY PERIOD: 5-Dec-24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$63,720.00
2. Net change by Change Orders	\$0.00
3. Contract Sum to Date (Line 1± Line 2)	\$63,720.00
4. Total Completed and Stored to Date	\$63,720.00
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$63,720.00
7. Less Previous Payments	\$60,534.00
8. Current Payment Due	\$3,186.00

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: TK Concrete, Inc.

DATE: 12/5/24

BY: [Signature]

TITLE: PM

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$3,186.00

[Signature]
ENGINEERING SUPERVISOR

DATE: 12-5-2024

DIRECTOR OF PUBLIC WORKS

DATE: _____

Crack Seal 2024										
2										
12/5/2024										
TK Concrete										
AS BUILT										
QUANTITY % OF										
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT	
1	7040-1.08-D (1) Crack and Joint Cleaning and Filling Hot Pour	LF	54000	\$1.18	\$63,720.00	54000	\$63,720.00	\$0.00	100.00%	
					TOTAL					
					ASBUILT TOTAL					
							\$63,720.00			
								\$0.00		

received
12-13-24 8/5

Item No. I.-7.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 17, 2024

Phillip Burgmeier

Prepared By



Department Head

Engineering
Department



City Administrator Approval

AGENDA TITLE: Resolution #283-2024. Approving Preliminary Engineering Services Agreement between the City of Ottumwa and BNSF (Burlington Northern Santa Fe) Railway Company for the BNSF Levee Crossing 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 #283-2024.

DISCUSSION: This agreement will pay for BNSF to perform engineering review and evaluate the feasibility of constructing a levee closure structure across BNSF railway tracks. The City of Ottumwa is required by BNSF to submit drawings to BNSF for review in order to ensure the structure is compatible with the operation of their railroad. A closure structure is necessary because the flood profile of the Des Moines River was reevaluated and the tracks are now below the Base Flood Elevation. This means FEMA will no longer allow the tracks to be blocked with an earthen closure. Not building the closure structure would cause the Northside levee to lose its accreditation.

Total estimated cost of the preliminary engineering services as outlined in the Agreement is \$12,187.00. The City of Ottumwa and BNSF agree that the estimated cost shall not be exceeded without prior written approval of both parties.

Funding: Levee Construction Fund (311) – \$1,300,000

Source of Funds: 311

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION NO. #283-2024

A RESOLUTION APPROVING THE PRELIMINARY ENGINEERING SERVICES
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND
BNSF RAILWAY COMPANY FOR THE BNSF LEVEE CROSSING PROJECT

WHEREAS, This Agreement will provide for preliminary engineering review services related to the City of Ottumwa's construction of a levee closure structure across the BNSF Railroad Tracks; and

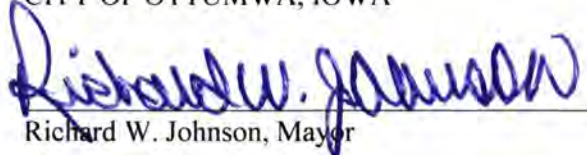
WHEREAS, The preliminary engineering review services of BNSF Railway Company is estimated at \$12,817.00 as described in the Agreement; and

WHEREAS, The City of Ottumwa and BNSF Railway Company agree that the estimated cost shall not be exceeded without prior written approval of both parties.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and BNSF Railway Company for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Contract Number: BF-20539135

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20539135
Mile Post 280.6
Line Segment 1
U.S. DOT Number
Subdivision

This Agreement ("**Agreement**") is executed to be effective as of December 5, 2024 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**") and the City of Ottumwa Iowa, a political subdivision of the State of IA ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Ottumwa, State of IA;

WHEREAS, Agency has stated its intention to proceed initially with a project to make modifications to the Ottumwa Levee across BNSF tracks (the "**Project**");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20539135

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is \$12,817 ("**Estimated Cost**"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full. Notwithstanding the foregoing, Agency and BNSF agree that the Estimated Cost shall not be exceeded without the prior written approval of both parties.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.



Contract Number: BF-20539135

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF.



Contract Number: BF-20539135

Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Jacob Rzewnicki at 913-551-4275, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKewise, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.

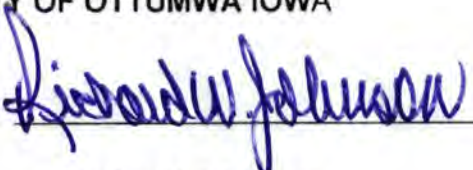


Contract Number: BF-20539135

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF OTTUMWA IOWA

BNSF Railway Company

By: 

By: _____

Name: Richard W. Johnson
Mayor

Name: _____
Manager Public Projects

Accepted and effective this ___ day of _____, 2024.

121324 815

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 17, 2024

Phillip Burgmeier

Prepared By

Phillip Burgmeier
Department Head

Engineering Department
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #284-2024. Authorizing the Mayor to execute two (2) Permanent Easements, twenty-four (24) Temporary Construction Easements and four (4) Real Estate Purchase Agreements for Construction and Maintenance of Public Improvements for the Mary Street Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #284-2024.

DISCUSSION: This project includes full reconstruction of Mary Street from Ferry Street to Shaul Avenue along with pavement widening a left turn lane onto Ferry Street, new storm sewer, sanitary sewer, water main, and sidewalks meeting ADA requirements. The attached easements and real estate purchase agreements are required to construct and maintain parts of the project. JCG Land Services entered into an Agreement with the City of Ottumwa on June 4, 2024 to obtain easements and right-of-way acquisitions and worked with each property owner explaining in detail the planned improvements. Existing driveways and seeded areas will be restored once work has been completed.

Approval of easements is the last step before submitting plans to the DOT for final approval. The permanent easements will be recorded and will be deemed to run with the land. The real estate purchase agreements will also be recorded.

The temporary easements are in effect during construction and allow areas wide enough for construction activities. The temporary easements will terminate upon completion of the construction project.

Total cost of easements:	\$ 7,950.00
Total cost of real estate purchases:	\$ 6,700.00

Current construction estimate: \$3,350,000.00

Source of Funds: 310 Street Construction Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #284-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TWO (2) PERMANENT EASEMENTS, TWENTY-FOUR (24) TEMPORARY CONSTRUCTION EASEMENTS AND FOUR (4) REAL ESTATE PURCHASE AGREEMENTS FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC IMPROVEMENTS FOR THE MARY STREET RECONSTRUCTION PROJECT

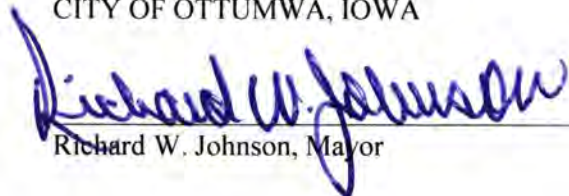
WHEREAS, The project includes full reconstruction of Mary Street from Ferry Street to Shaul Avenue along with pavement widening a left turn onto Ferry Street, new storm sewer, sanitary sewer, water main and sidewalks meeting ADA requirements.

WHEREAS, This resolution will authorize the Mayor to sign the easements and real estate purchase agreements with the property owners for construction and maintenance of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the two (2) permanent easements, twenty-four (24) temporary construction easements and four (4) real estate purchase agreements for construction and maintenance of public improvements for the Mary Street Reconstruction Project.

APPROVED, PASSED, AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

TEMPORARY AND PERMANENT EASEMENTS AND REAL ESTATE PURCHASES

<u>No.</u>	<u>Street</u>	<u>Owner</u>	<u>Temp</u>	<u>Perm</u>	<u>Real Estate</u>	
					<u>Purchase</u>	<u>Survey Plat</u>
	Farm Land	JDA Farm LLP	\$415.00	\$0.00	\$0.00	No
	School Property	Ottumwa Community Schools	\$160.00	\$0.00	\$0.00	No
1	Bennink	Jeffrey Gullett	\$315.00	\$0.00	\$0.00	No
2	Bennink	Bryan & Kristen Birchard	\$255.00	\$0.00	\$0.00	No
559	S Ferry	Gay Say & Boo Paw	\$630.00	\$0.00	\$0.00	No
749	W Mary	Paul & Carol Crosby	\$160.00	\$0.00	\$0.00	No
750	W Mary	Jentri Smith	\$245.00	\$0.00	\$1,205.00	Yes
804	W Mary	Tom & Terri Mitchell	\$1,065.00	\$0.00	\$4,555.00	Yes
808	W Mary	Gary & Linda Anderson	\$225.00	\$0.00	\$640.00	Yes
914	W Mary	Alex & Karen Mason	\$505.00	\$0.00	\$0.00	No
915	W Mary	Milton & Brenda Gillihan	\$160.00	\$0.00	\$0.00	No
936	W Mary	Troy & Joy Alexander	\$315.00	\$0.00	\$0.00	No
1000	W Mary	Linda & Gary King	\$160.00	\$120.00	\$0.00	Yes
1003	W Mary	Scott & Jenilee McCarty	\$250.00	\$0.00	\$0.00	No
1007	W Mary	William & Constance Hazelwood	\$100.00	\$0.00	\$0.00	No
1012	W Mary	Richard & Sandra Moyer	\$150.00	\$205.00	\$0.00	Yes
1018	W Mary	Mark & Deborah Fisher	\$260.00	\$0.00	\$0.00	No
1100	W Mary	Dana Pherigo	\$315.00	\$0.00	\$0.00	No
1102	W Mary	Christina Anderson	\$315.00	\$0.00	\$0.00	No
1106	W Mary	Jim Fisk	\$190.00	\$0.00	\$0.00	No
1123	W Mary	Katherine LaRue	\$800.00	\$0.00	\$0.00	No
1230	W Mary	John Grooms	\$145.00	\$0.00	\$0.00	No
534	Shaul	Wapello Rural Water	\$100.00	\$0.00	\$0.00	No
88	Traxler	Barbara Winter	\$390.00	\$0.00	\$300.00	Yes
			\$7,625.00	\$325.00	\$6,700.00	\$14,650.00

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Wapello Rural Water Association, Inc.**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Exhibit A attached.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Wapello Rural Water Association, Inc. \$100.00 (One hundred dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

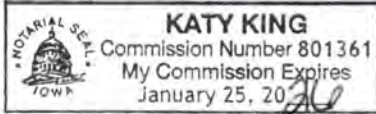
By: Richard W. Johnson
Richard W. Johnson, Mayor

Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA)
) SS:
WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 9 day of October, 2024.

PROPERTY OWNER: Wapello Rural Water Association, Inc.

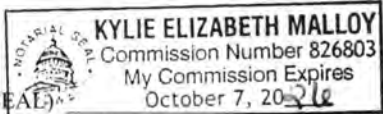
By: David G. Orman
Name: DAVID G. ORMAN
Title: WRWA PRESIDENT

By: Krista Huffman
Name: Krista Huffman
Title: CEO

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 9th day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Krista Huffman and Dave Orman X to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)**
- CORPORATE**
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____

(Sign in ink) Kylie Malloy
(Print/type name) Kylie Malloy
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE SW NW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA



Wapello Rural
 Water Assoc Inc
 007416670109000
 Parcel 1
 Temp Easement= 244 SF



0 12.5 25 50
 SCALE IN FEET

OWNER:
 WAPELLO RURAL WATER
 ASSOC INC
 SQUARE FT: 244
 PARCEL 1

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 50'

DATE: 6/12/2024

TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and
 may not have been prepared for, or be suitable
 for legal, engineering, or surveying purposes.
EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Dana L. Pherigo, single, and Heather D. Thompson and Ryan R. Thompson, her husband**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Dana L. Pherigo and Heather D. Thompson \$315.00 (Three hundred fifteen dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **five (5)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

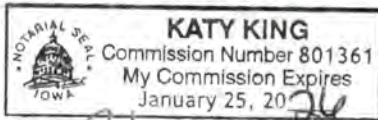


Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)

WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 31 day of July, 2024.

PROPERTY OWNER:

By: _____
Dana L. Pherigo

Dana Pherigo

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Wapello) SS

On this 31 day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dana Pherigo and _____, X to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- ____ CORPORATE
- ____ Title(s) of Corporate Officer(s):
- ____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER:



(NOTARY SEAL) _____

(Sign in ink) Ricci Michelle Dolan
(Print/type name)

Notary Public in and for the State of Iowa

Signed the 31 day of July 2024.

PROPERTY OWNER:

By: Heather D. Thompson
Heather D. Thompson

R. Thompson
Ryan R. Thompson

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Wapello) SS

On this 31 day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Heather Thompson and Ryan Thompson, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- _____ TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL) 

(Sign in ink) Ricci Michelle Dolan
(Print/type name)

Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NE SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA



W MARY ST

W MARY ST

Dana L Pherigo &
 Heather Thompson
 007417570083000
 Parcel 51
 Temp Easement= 1500 SF



0 15 30 60
 SCALE IN FEET

OWNER:
 DANA L PHERIGO &
 HEATHER THOMPSON
 SQUARE FT: 1500
 PARCEL 51

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 75'

DATE: 6/12/2024

TEMPORARY EASEMENT

PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Bryan Jay Birchard and Kristen Ann Birchard, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Bryan Jay Birchard and Kristen Ann Birchard, husband and wife \$255.00 (Two hundred fifty-five dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

XIII. Temporary Access

City hereby agrees to install a temporary access to Bennick Lane while constructing the W. Mary Street Phase adjacent to the Property Owner.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

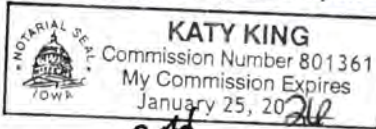
Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA

WAPELLO COUNTY

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 2nd day of October, 2024.

PROPERTY OWNER:

By: Bryan Jay Birchard
Bryan Jay Birchard

Kristen Ann Birchard
Kristen Ann Birchard

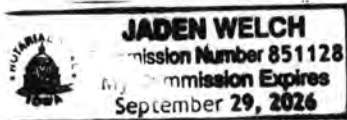
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 2 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan J. Birchard and Kristen A Birchard to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____



(NOTARY SEAL) _____

(Sign in ink) Jaden Welch
(Print type name) Jaden Welch
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NW SE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

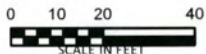
WMARY ST

WMARY ST

BENNINK LN

BENNINK LN

Bryan J &
 Kristen Birchard
 007417710004000
 Parcel 60
 Temp Easement= 1200 SF



OWNER:
 BRYAN J & KRISTEN BIRCHARD
 SQUARE FT: 1200
 PARCEL 60

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 40'

DATE: 6/12/2024

TEMPORARY EASEMENT

PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Alexander P. Mason and Karen L. Mason, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Alexander P. Mason and Karen L. Mason, husband and wife \$505.00 (Five hundred five dollars and zero cents), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

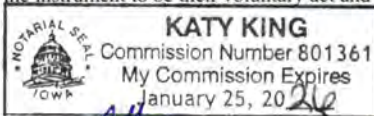
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS:
WAPELLO COUNTY)

On this 17 day of December, 2024 before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 9th day of October, 2024.

PROPERTY OWNER:

By: Alexander P. Mason
Alexander P. Mason

Karen L. Mason
Karen L. Mason

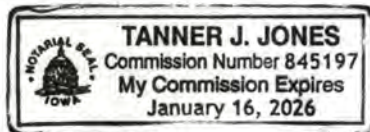
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF WAPELLO)

On this 9th day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Alexander Mason and Karen Mason. X to me personally known, or ___ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- ____ Title(s) of Corporate Officer(s):
- ____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____



(NOTARY SEAL)

(Sign in ink) Tanner Jones
(Print/type name) Tanner Jones

Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NW SE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

W MARY ST

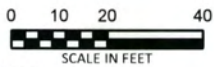
W MARY ST

TRAYLER DR

Alexander P &
 Karen Mason
 007417710005000
 61
 Temp Easement= 1200 SF

Alexander P &
 Karen Mason
 007427710006000
 62
 Temp Easement= 1200 SF

TRAYLER DR



OWNER:
 ALEXANDER P & KAREN
 MASON
 SQUARE FT: 2400

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698





www.jcgland.com

DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 40'

DATE: 6/12/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
 EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Katherine Marie LaRue, a single person**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Katherine Marie LaRue \$800.00 (Eight hundred dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

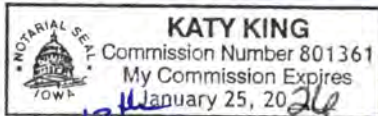


Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

WAPELLO COUNTY

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024. Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 13th day of August, 2024.

PROPERTY OWNER:

By: Katherine Marie LaRue
Katherine Marie LaRue

Name: _____

ALL PURPOSE ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

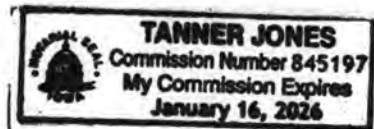
STATE OF IOWA)
COUNTY OF WAPELLO) SS

INDIVIDUAL(S)
 CORPORATE
Title(s) of Corporate Officer(s): _____

On this 13th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathy M. LaRue and _____, to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(S): _____
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S),
- ADMINISTRATOR(S),
- or TRUSTEE(S)
- GUARDIAN(S)
- or CONSERVATOR(S)
- OTHER: _____

(NOTARY SEAL)

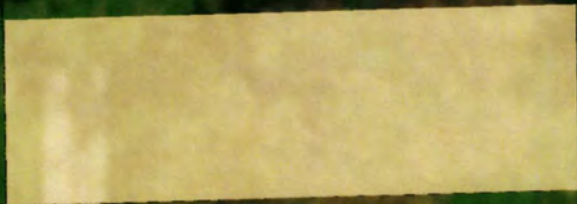


(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones

Notary Public in and for the State of Iowa

EXHIBIT A
PART OF THE SW NW
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

Katherine
M LaRue
007416670121000
Parcel 11
Temp Easement= 3796 SF



W MARY ST

W MARY ST



0 5 10 20
Scale bar in feet

OWNER: KATHERINE M LARUE
SQARE FT: 3796
PARCEL 11

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 35'

DATE: 6/12/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **William D. Hazlewood and Constance R. Hazlewood, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay William D. Hazlewood and Constance R. Hazlewood, husband and wife \$100.00 (One hundred dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

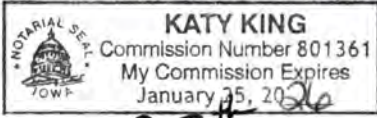
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284 2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28th day of 2024 August, 2024.

PROPERTY OWNER:

By: William D. Hazlewood
William D. Hazlewood

Constance R. Hazlewood
Constance R. Hazlewood

ALL PURPOSE ACKNOWLEDGMENT

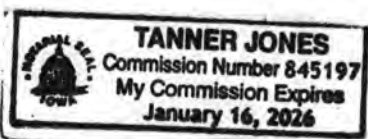
STATE OF IOWA)
COUNTY OF WAPELLO) SS

On this 28th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared William Hazlewood and Constance Hazlewood X to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____

(NOTARY SEAL)



(Sign in ink) Tanner Jones
(Print/type name) Tanner S. Jones
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE SE NW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

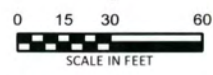
William D &
 Constance Hazlewood
 007417080033000
 Parcel 25
 Temp Easement= 395 SF

LYNWOOD AVE

WMARY ST

WMARY ST

TRAXLER DR



OWNER:
 WILLIAM D & CONSTANCE
 HAZLEWOOD
 SQUARE FT: 395
 PARCEL 25

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698
 www.jcgland.com



DRAWN: KLOCKE
 CITY OF OTTUMWA -
 MARY STREET
 SCALE: 1" = 60'
 DATE: 6/12/2024

TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
 EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Scott D. McCarty and JeniLee A. McCarty, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Scott D. McCarty and JeniLee A. McCarty, husband and wife \$250.00 (Two hundred fifty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

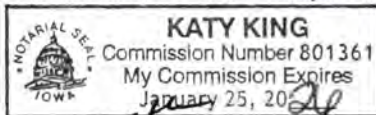
By: Richard W. Johnson
Richard W. Johnson, Mayor

Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA)
WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 884-2024 Adopted by the City Council on the 17 day of December, 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28 day of August, 2024.

PROPERTY OWNER:

By: Scott D. McCarty
Scott D. McCarty

JeniLee A. McCarty
JeniLee A. McCarty

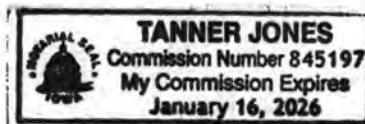
ALL PURPOSE ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____

On this 28th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott McCarty and JeniLee McCarty to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL)

(Sign in ink) Tanner J. Jones
(Print/type name) Tanner Jones
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE SW NE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

LYNWOOD AVE



Scott D &
 Jenilee Mccarty
 007416670059000
 007416670060000
 Parcel 26
 Temp Easement= 1167 SF



0 15 30 60
 SCALE IN FEET

OWNER:
 SCOTT D & JENILEE MCCARTY
 SQUARE FT: 1167
 PARCEL 26

W MARY ST

W MARY ST

TRAXLER DR

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 75'

DATE: 6/13/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Gay Say, a single man and Boo Paw, a single woman**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Gay Say, a single man and Boo Paw, a single woman \$630.00 (Six hundred thirty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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



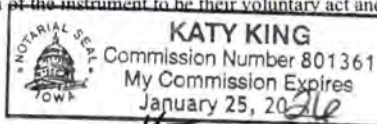
Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

) SS:

WAPELLO COUNTY

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28th day of August, 2024.

PROPERTY OWNER:

By: Gay Slay
Gay Slay

Boo Paw
Boo Paw

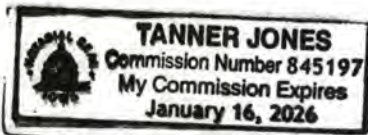
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF WAPELLO) SS

On this 28th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Gay Slay and Boo Paw, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- ____ Title(s) of Corporate Officer(s):
- ____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER:



(NOTARY SEAL)

(Sign in ink) Tanner Jones
(Print/type name) Tanner Jones
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE SW NE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

Gay Say & Boo Paw
 007416670067000
 Parcel 34
 Temp Easement = 2998 SF

S FERRY ST

S FERRY ST

W MARY ST

W MARY ST





OWNER:
 GAY SAY & BOO PAW
 SQUARE FT: 2998
 PARCEL 34

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698
 www.jcgland.com



DRAWN: KLOCKE
 CITY OF OTTUMWA -
 MARY STREET
 SCALE: 1" = 40'
 DATE: 6/12/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

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 EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **John Paul Grooms Jr., a/k/a John P. Grooms, a single person**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay John Paul Grooms, Jr. a/k/a John P. Grooms \$145.00 (One hundred forty-five dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

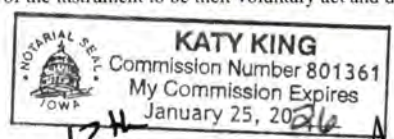
By: Richard W. Johnson
Richard W. Johnson, Mayor

Attest: Chris Reinhard
Chris Reinhard, City Clerk



STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 281 2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 13th day of August, 2024.

PROPERTY OWNER:

By: John Paul Grooms Jr.
John Paul Grooms Jr. a/k/a
John P. Grooms

Name: _____

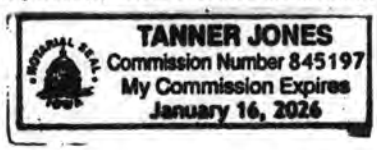
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF WAPELLO) SS

On this 13th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared John Paul Grooms Jr. and John P. Grooms and to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- ____ CORPORATE
- ____ Title(s) of Corporate Officer(s): _____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____



(NOTARY SEAL) _____

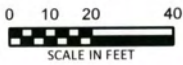
(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones

Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NW SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA



John Paul Grooms a/k/a
 John P. Grooms Jr
 007417570087000
 Parcel 35 673 SF
 Temp Easement= 673 SF



OWNER:
 JOHN P GROOMS JR
 SQUARE FT: 673
 PARCEL 35

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcglan.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 45'

DATE: 6/12/2024

TEMPORARY EASEMENT

PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
 EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **JDA Farm, LLP**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay JDA Farm, LLP \$415.00 (Four hundred fifteen dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

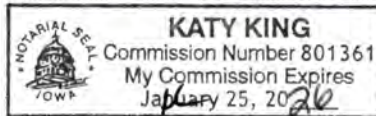
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28 day of August, 2024.

PROPERTY OWNER: JDA Farm, LLP

By: JDA Farm, LLP
Name: JDA Farm, LLP
Title: member

By: _____
Name: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

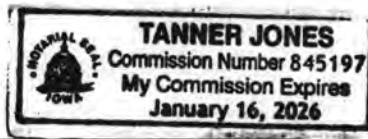
STATE OF Iowa)
COUNTY OF Keokuk) SS

On this 28th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Hammett, Manager, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- _____ INDIVIDUAL(S)
- _____ CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- _____ TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL)



(Sign in ink) Tanner Jones
(Print/type name) Tanner Jones
Notary Public in and for the State of Iowa

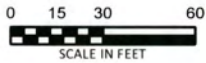
EXHIBIT A

PART OF THE E1/2 SW &
PART OF THE W1/2 SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

W MARY ST

W MARY ST

JDA Farm LLP
007427570097020
Parcel 48
Temp Easement= 1966 SF



OWNER:
JDA FARM LLP
SQUARE FT: 1966
PARCEL 48

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 60'

DATE: 6/13/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Mark Kevin Fisher and Deborah Fisher, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Mark Kevin Fisher and Deborah Fisher, husband and wife \$260.00 (Two hundred sixty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

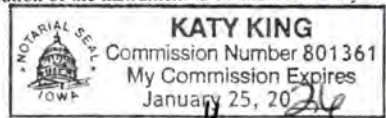
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 20th day of August, 2024.

PROPERTY OWNER:

By: Mark Kevin Fisher
Mark Kevin Fisher

Deborah Fisher
Deborah Fisher

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF WAPELLO) SS

On this 20th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Fisher and Deborah Fisher, X to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____



(NOTARY SEAL)

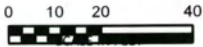
(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NE SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

Mark Kevin Fisher &
 Deborah Fishe
 007417110003000
 007417110004000
 Parcel 53
 Temp Easement= 1232 SF



OWNER:
 KENNETH L & ANGELA HAMM
 SQUARE FT: 1232
 PARCEL 53

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 40'

DATE: 6/13/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone, 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Jeffrey L. Gullett, a single person**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Jeffrey L. Gullett, a single person \$315.00 (Three hundred fifteen dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

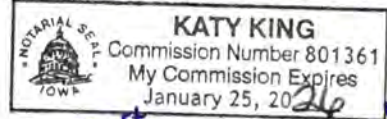
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 31st day of July, 2024.

PROPERTY OWNER:

By: Jeffrey L. Gullett
Jeffrey L. Gullett

By: _____
Name: _____

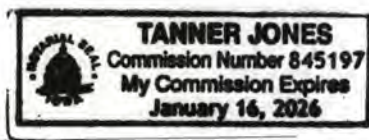
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF WAPELLO) SS

On this 31st day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Gullett and _____, X to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____



(NOTARY SEAL)

(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones

Notary Public in and for the State of Iowa

EXHIBIT A
PART OF THE NW SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

BENNINK LN

BENNINK LN

Jeffrey L Gullett
007417710003000
Parcel 59
Temp Easement= 1500 SF



0 5 10 20
SCALE IN FEET

OWNER:
JEFFREY L GULLETT
SQUARE FT: 1500
PARCEL 59

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 35'

DATE: 6/12/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Milton R. Gillihan and Brenda S. Johnson, single persons**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Milton R. Gillihan and Brenda S. Johnson, single persons \$160.00 (One hundred sixty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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



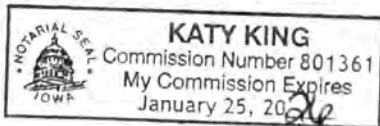
Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

WAPELLO COUNTY

)
) SS:
)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 281-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28 day of August, 2024.

PROPERTY OWNER:

By: Milton R. Gillihan
Milton R. Gillihan

Brenda S. Gillihan
Brenda S. Gillihan

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 28 day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Milton R. Gillihan and Brenda S. Gillihan to me personally known, or X proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S)
- ADMINISTRATOR(S)
- TRUSTEE(S)
- GUARDIAN(S)
- CONSERVATOR(S)
- OTHER: _____

(NOTARY SEAL) [Signature]

(Sign in ink) _____
(Print/type name)

Notary Public in and for the State of Iowa

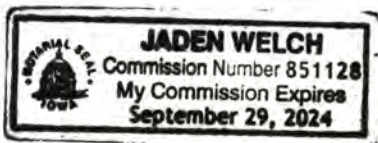


EXHIBIT A
 PART OF THE SW NE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

Milton R Gillihan &
 Brenda S Johnson
 007416670066000
 Parcel 33
 Temp Easement= 755 SF

W MARY ST

W MARY ST

TRAYLER DR

Thomas P &
 Terri Mitchell
 007417570000010



OWNER:
 MILTON R & BRENDA GILLIHAN
 SQUARE FT: 755
 PARCEL 33

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698



www.jcgland.com

DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 65'

DATE: 6/12/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and
 may not have been prepared for, or be suitable
 for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER.

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Jim R. Fisk, a single person**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Jim R. Fisk and Belinda J. Fisk \$190.00 (One hundred ninety dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

XIII. Added Curb Cut

City hereby agrees to install a curb cut at a location approved and determined by the City of Ottumwa Engineering Department. Property owner is responsible for coordinating with the City before construction takes place.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

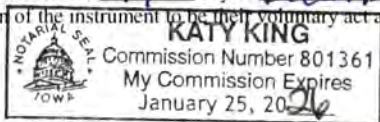
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 4 day of September, 2024.

PROPERTY OWNER:

By: Jim R. Fisk
Jim R. Fisk

By: _____

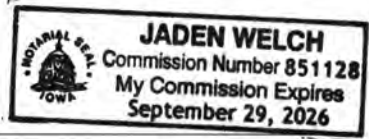
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- ____ Title(s) of Corporate Officer(s): _____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____

On this 4 day of September 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim R. Fisk and _____, to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL)

(Sign in ink) Jaden Welch
(Print/type name) Jaden Welch
Notary Public in and for the State of Iowa

EXHIBIT A
PART OF THE NE SW
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

W MARY ST

W MARY ST

Jim R Fisk
007417740001000
Parcel 49
Temp Easement= 904 SF



0 15 30 60
SCALE IN FEET

OWNER:
JIM R & BELINDA FISK
SQUARE FT: 904
PARCEL 49

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com





DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 75'

DATE: 6/12/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St., Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Christina Anderson, a married woman, and Daniel Anderson, her husband**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Christina Anderson, a married woman, and Daniel Anderson, her husband \$315.00 (Three hundred fifteen dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

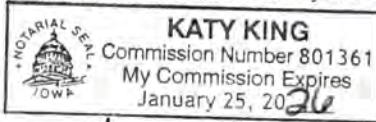
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 4 day of September, 2024.

PROPERTY OWNER:

By: Christina Anderson
Christina Anderson

Daniel Anderson
Daniel Anderson

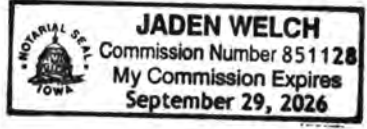
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- ____ Title(s) of Corporate Officer(s):
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____

On this 4 day of September, before me, the undersigned, a Notary Public in and for said State, personally appeared Christina Anderson and Daniel Anderson to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL) _____

(Sign in ink) Jaden Welch
(Print/type name) Jaden Welch

Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NE SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

Christine
 Anderson
 007417570089010
 Parcel 50
 Temp Easement= 1494 SF



OWNER:
 CHRISTINA ANDERSON
 SQUARE FT: 1494
 PARCEL 50

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 75'

DATE: 6/12/2024

TEMPORARY EASEMENT

PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone, 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Ottumwa Community School District of Wapello County, Iowa**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Ottumwa Community School District of Wapello County, Iowa \$160.00 (One hundred sixty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

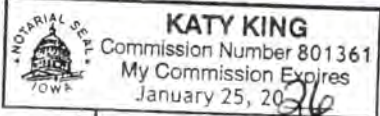
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 4 day of September, 2024.

PROPERTY OWNER: Ottumwa Community School District of Wapello County, Iowa

By: Ottumwa CSO
Name: David Harper
Title: COO

By: _____
Name: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

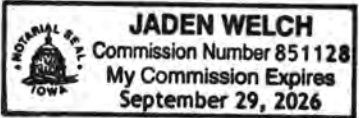
STATE OF Iowa)
COUNTY OF Wapello) SS

On this 4 day of September, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared David Harper and _____, to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): Chief Operations Officer
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s)
- ADMINISTRATOR(s)
- TRUSTEE(s)
- GUARDIAN(s)
- CONSERVATOR(s)
- OTHER: _____

(NOTARY SEAL)



(Sign in ink) _____
(Print/type name) Jaden Welch
Notary Public in and for the State of Iowa

EXHIBIT A

PART OF THE E1/2 & SW
PART OF THE W1/2 SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

Ottumwa Community
School District
007417930001000
Parcel 52
Temp Easement= 750 SF



OWNER:
OTTUMWA COMMUNITY
SCHOOL DISTRICT
SQUARE FT: 750
PARCEL 52

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 40'

DATE: 6/13/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Troy Alexander and Joy Alexander, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Troy Alexander and Joy Alexander, husband and wife \$315.00 (Three hundred fifteen dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assigns the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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



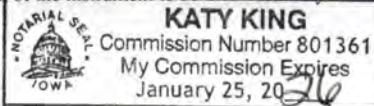
Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

)
) SS:

WAPELLO COUNTY

On this 17 day of December, 2024 before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 11 day of September, 2024.

PROPERTY OWNER:

By: Troy Alexander
Troy Alexander

Joy Alexander
Joy Alexander

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Scotland)
) SS

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- _____ TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____

On this 11th day of September, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Troy Alexander and Joy Alexander X to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL)

(Sign in ink) Uriah Eggers
(Print/type name)

Notary Public in and for the State of Iowa
Missouri
48

EXHIBIT A
 PART OF THE NW SE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

Troy & Joy
 Alexander
 007427710002000
 Parcel 58
 Temp Easement= 1482 SF



0 5 10 20
 SCALE IN FEET

OWNER:
 TROY & JOY ALEXANDER
 SQUARE FT: 1482
 PARCEL 58

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 35'

DATE: 6/12/2024

TEMPORARY EASEMENT

PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Paul K. Crosby and Carol L. Crosby, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Paul K. Crosby and Carol L. Crosby, husband and wife \$160.00 (One hundred sixty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **five (5)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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



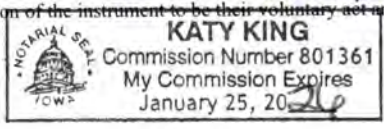
Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

WAPELLO COUNTY

) SS:
)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 9th day of AUGUST, 2024.

PROPERTY OWNER:

By: Paul K Crosby
Paul K. Crosby

Carol L. Crosby
Carol L. Crosby

ALL PURPOSE ACKNOWLEDGMENT

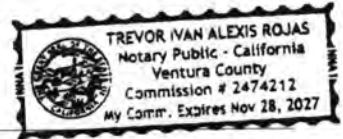
STATE OF California
) SS
COUNTY OF ventura

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- ____ Title(s) of Corporate Officer(s):
- ____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- PARTNER(S):**
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____

On this 9th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Paul Crosby and Carol Lucille Crosby to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)



Trevor Rojas

(Sign in ink)
(Print/type name)

Notary Public in and for the State of Iowa

**CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

On August 9th 2024 before me, Trevor Ivan Alexis Rojas Notary Public, personally appeared Kenneth Paul Crosby and Carol Lucille Crosby, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



EXHIBIT A
 PART OF THE SE NE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA



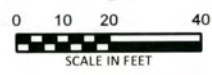
Paul & Carol
 Crosby
 007417310189000
 Parcel 70
 Temp Easement= 740 SF

S FERRY ST

S FERRY ST

W MARY ST

W MARY ST



OWNER:
 PAUL & CAROL CROSBY
 SQUARE FT: 740
 PARCEL 70

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698
 www.jcgland.com



DRAWN: KLOCKE
 CITY OF OTTUMWA -
 MARY STREET
 SCALE: 1" = 40'
 DATE: 6/12/2024

TEMPORARY EASEMENT
 PROPERTY LINES
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 EXHIBIT NOT TO SCALE

**PERMANENT STORM SEWER & OVERLAND FLOWAGE EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Chad Carlson, City of Ottumwa, Wapello County, Iowa 52501 (Phone 641-683-0680)

Return Document to:

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

Name of Grantor:

Richard H. Moyer and Sandra L. Moyer

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

PERMANENT STORM SEWER & OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Richard H. Moyer and Sandra L. Moyer, his wife** (collectively, the "Grantor"), in consideration of the sum of **two hundred five dollars (\$205.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of installing a culvert and overland flowage for the City's West Mary Street Road Reconstruction Project together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Five Year Right to Renegotiate. City hereby gives notice of the five-year right of Grantor to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 31 day of July, 2024.

PROPERTY OWNER:

By: Richard Moyer
Richard H. Moyer

By: Deceased
Sandra L. Moyer

ALL PURPOSE ACKNOWLEDGMENT

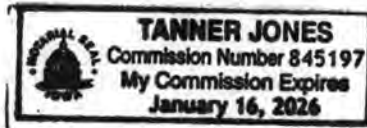
STATE OF Iowa)
COUNTY OF WAPELLO) SS

On this 31st day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Moyer and _____, X to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s)
- ADMINISTRATOR(s)
- TRUSTEE(s)
- GUARDIAN(s)
- CONSERVATOR(s)
- OTHER:

(NOTARY SEAL)



(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones

Notary Public in and for the State of Iowa

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

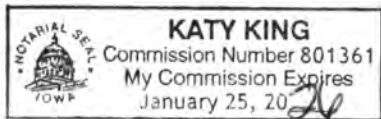
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
) SS:
WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and, 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 Resolution No. 284 2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Index Legend

Location: LOT 1 SCHWARTZ'S 15TH ADDITION
CITY OF OTTUMWA, WAPELLO COUNTY

Requestor:

Proprietor: RICHARD H. MOYER

Surveyor/ ANDREW J. COFRAN, PLS

Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

By: PHONE # 515-964-5310

Surveyor

Company: JEO CONSULTING GROUP INC.

Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

FOR RECORDER'S USE ONLY

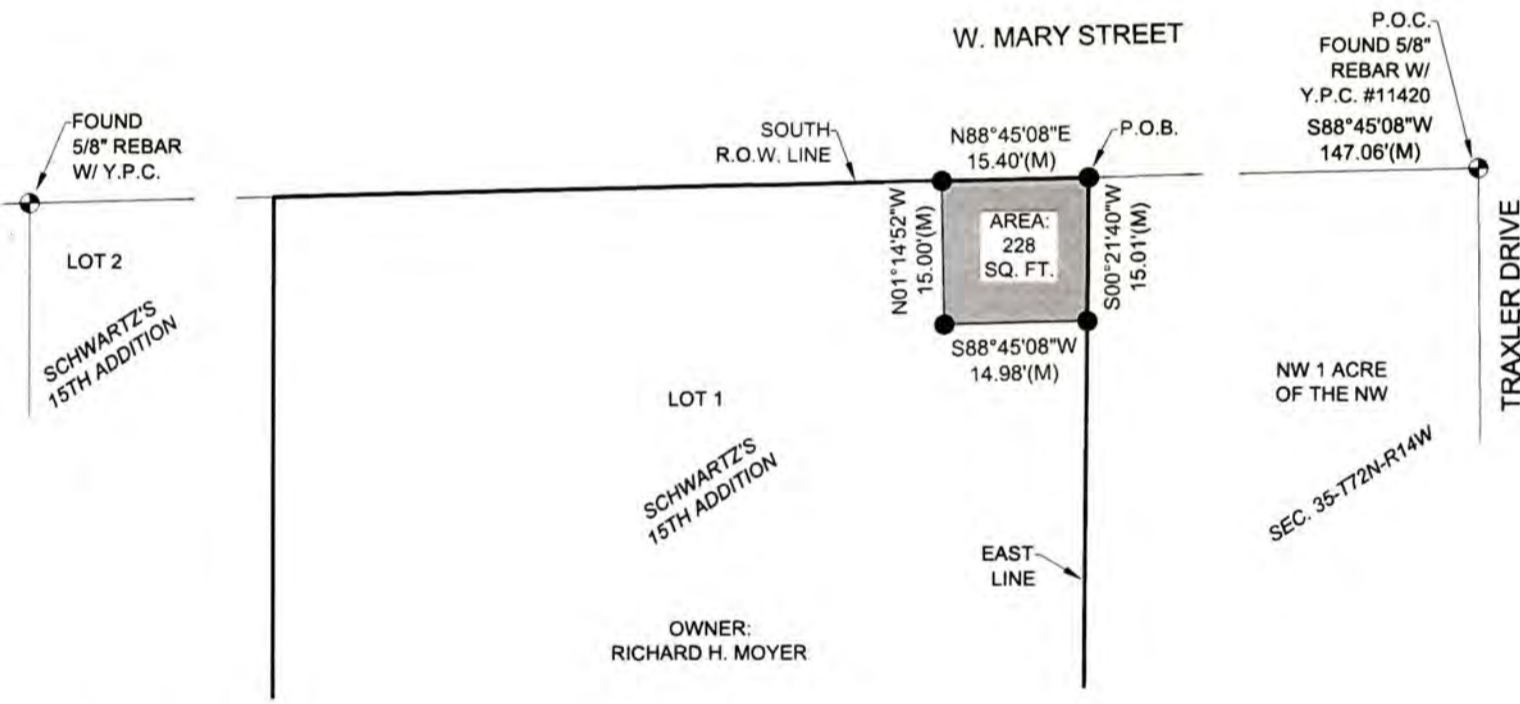
SURVEY FOR:
RICHARD H. MOYER
1012 W. MARY STREET
OTTUMWA, IOWA 52501

PLAT OF SURVEY

PERMANENT DRAINAGE EASEMENT

PERMANENT DRAINAGE EASEMENT

A RECTANGULARLY SHAPED PIECE OF LAND LOCATED IN LOT 1 OF SCHWARTZ'S 15TH ADDITION, ALL IN SECTION 35, TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1 ACRE OF THE NORTHWEST 1/4 OF SECTION 35; THENCE S88°45'08"W (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 147.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING POINT OF BEGINNING; THENCE S00°21'40"W, A DISTANCE OF 15.01 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE S88°45'08"W, A DISTANCE OF 14.98 FEET; THENCE N01°14'52"W, A DISTANCE OF 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N88°45'08"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 15.40 FEET TO THE POINT OF BEGINNING.
SAID PIECE OF LAND CONTAINS 228 SQUARE FEET MORE OR LESS.



LEGEND

- MONUMENT FOUND
- MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

GRAPHIC SCALE

0 5 10 20

PERMANENT DRAINAGE EASEMENT

NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	

JEO

800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com

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

(signature) *Andrew J. Cofran* (date) 6/24/2024

Printed or typed name: ANDREW J. COFRAN

License Number: 28875

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

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See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Richard H. Moyer and Sandra L. Moyer, his wife \$150.00 (One hundred fifty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

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City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

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It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

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City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

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The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

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Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

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X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

Attest: Chris Reinhard
Chris Reinhard, City Clerk

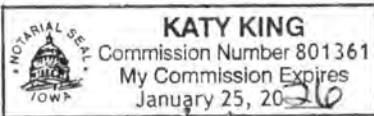


STATE OF IOWA)

) SS:

WAPELLO COUNTY)

On this 17 day of December 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 289-2024 Adopted by the City Council on the 17 day of December 2024 and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 31 day of July, 2024.

PROPERTY OWNER:

By: Richard Moyer
Richard H. Moyer

By: Deceased
Sandra L. Moyer

ALL PURPOSE ACKNOWLEDGMENT

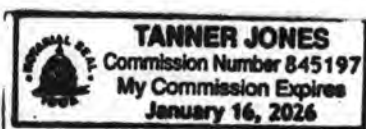
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COUNTY OF WAPELLO) SS

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- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
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- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- _____ TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL)



(Sign in ink) Tanner J. Jones
(Print/type name) Tanner J. Jones
Notary Public in and for the State of Iowa

EXHIBIT A
 PART OF THE NE SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

Richard H Moyer
 007417110001000
 Parcel 55
 Temp Easement= 708 SF



OWNER:
 RICHARD H MOYER
 SQUARE FT: 708
 PARCEL 55

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com





DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 35'

DATE: 6/12/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

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 EXHIBIT NOT TO SCALE

**PERMANENT STORM SEWER & OVERLAND FLOWAGE EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Chad Carlson, City of Ottumwa, Wapello County, Iowa 52501 (Phone 641-683-0680)

Return Document to:

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

Name of Grantor:

Linda A. Ludwig, and Gary Lynn King, a married couple

Name of Grantee

City of Ottumwa, Iowa

Legal Description:

See Exhibit "A"

PERMANENT STORM SEWER & OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Linda A. Ludwig, and Gary Lynn King, a married couple** (collectively, the "**Grantor**"), in consideration of the sum of **One hundred twenty dollars (\$120.00)**, and other valuable consideration, in hand paid by the City of Ottumwa, Iowa, a municipal corporation in the County of Wapello, State of Iowa (the "**City**" or "**Grantee**") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "**Easement Area**").

That the above-described easement is granted unto the City for the purpose of installing a culvert and overland flowage for the City's West Mary Street Road Reconstruction Project together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, successors, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements by the City in the Easement Area, the City shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before such construction, reconstruction or alteration. Provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any private improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.
9. Five Year Right to Renegotiate. City hereby gives notice of the five-year right of Grantor to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Page and Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed the 21 day of August, 2024.

PROPERTY OWNER:

By: Linda A. Ludwig
Linda A. Ludwig

By: Gary Lynn King
Gary Lynn King

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

On this 21 day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda A. Ludwig and Gary Lynn King to me personally known, or ✓ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- _____ TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____

(NOTARY SEAL) Jaden Welch



(Sign in ink) _____
(Print/type name)

Notary Public in and for the State of Iowa

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

Attest: *Chris Reinhard*
Chris Reinhard, City Clerk



STATE OF IOWA)
) SS:
WAPELLO COUNTY)

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson and Chris Reinhard, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Index Legend

Location: NW 1 ACRE OF THE NW 1/4 OF SECTION 35-72-14
CITY OF OTTUMWA, WAPELLO COUNTY

Requestor:
Proprietor: LINDA A. LUDWIG & GARY LYNN KING
Surveyor/ ANDREW J. COFRAN, PLS
Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023
By: PHONE # 515-964-5310
Surveyor
Company: JEO CONSULTING GROUP INC.
Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

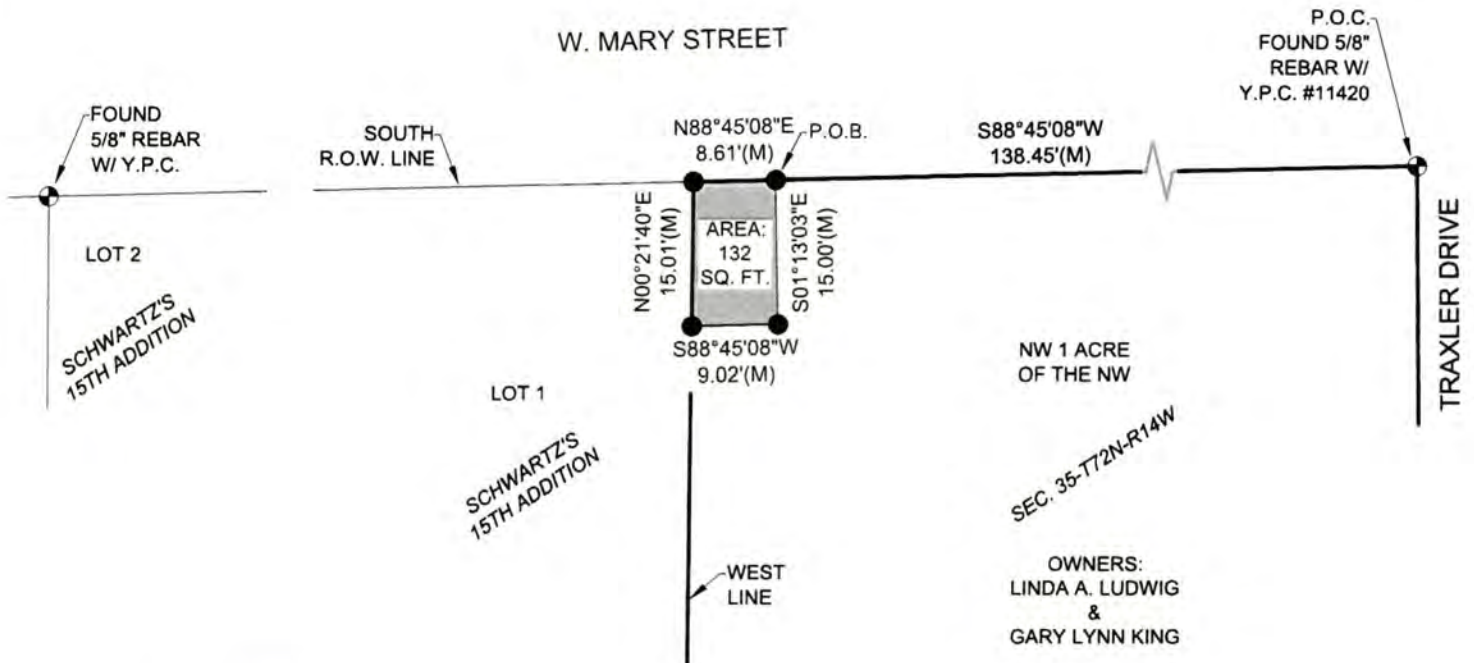
FOR RECORDER'S USE ONLY

SURVEY FOR:
LINDA A. LUDWIG &
GARY LYNN KING
1000 W. MARY STREET
OTTUMWA, IOWA 52501

**PLAT OF SURVEY
PERMANENT DRAINAGE EASEMENT**

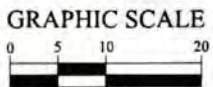
PERMANENT DRAINAGE EASEMENT

A RECTANGULARLY SHAPED PIECE OF LAND LOCATED IN THE NW 1 ACRE OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1 ACRE; THENCE S88°45'08"W (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 138.45 FEET TO THE POINT OF BEGINNING; THENCE S01°13'03"E, A DISTANCE OF 15.00 FEET; THENCE S88°45'08"W, A DISTANCE OF 9.02 FEET TO THE WEST LINE OF SAID NW 1 ACRE ALSO BEING THE EAST LINE OF LOT 1 OF SCHWARTZ'S 15TH ADDITION; THENCE N00°21'40"E, A DISTANCE OF 15.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N88°45'08"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 8.61 FEET TO THE POINT OF BEGINNING.
SAID PIECE OF LAND CONTAINS 132 SQUARE FEET MORE OR LESS.



LEGEND

- MONUMENT FOUND
- MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



PERMANENT DRAINAGE EASEMENT



NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	



800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com



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

Andrew J. Cofran (signature) _____ (date)

Printed or typed name: ANDREW J. COFRAN
License Number: 28875
My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Linda A. Ludwig, and Gary Lynn King, a married couple**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Linda A. Ludwig, an unmarried person and Gary Lynn King, an unmarried person \$160.00 (One hundred sixty dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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



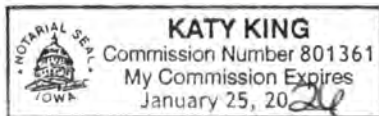
Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

)
) SS:
)

WAPELLO COUNTY

On this 17 day of December 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 21 day of August, 2024.

PROPERTY OWNER:

By: Linda A. Ludwig
Linda A. Ludwig

Gary Lynn King
Gary Lynn King

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF Wapello)

On this 21 day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda A Ludwig and Gary Lynn King ✓ to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S)
- ADMINISTRATOR(S)
- TRUSTEE(S)
- GUARDIAN(S)
- CONSERVATOR(S)
- OTHER: _____

(NOTARY SEAL) [Signature]

(Sign in ink) _____
(Print/type name) _____

Notary Public in and for the State of Iowa

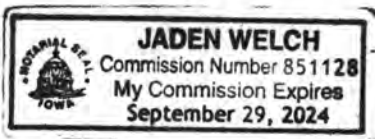


EXHIBIT A
 PART OF THE NE SW
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

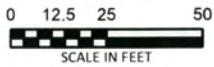
W MARY ST

W MARY ST

TRAXLER DR

TRAXLER DR

Linda A Ludwig
 & Gary King
 007417570016000
 007417570017000
 Parcel 56
 Temp Easement= 740 SF



OWNER:
 LINDA A LUDWIG & GARY KING
 SQUARE FT: 740
 PARCEL 56

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 50'

DATE: 6/13/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
 EXHIBIT NOT TO SCALE

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated December 17, 2024 and is between Barbara J. Winter, a single person (the "Seller") and the City of Ottumwa, Iowa (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described and depicted on the acquisition plat attached hereto as Exhibit A (the "Property"). The Seller shall convey the Property together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record acceptable to the Buyer, and (iii) and restrictive covenants of record acceptable to the Buyer; provided Buyer, on possession, is permitted to make use of the Property for public right-of-way.

2. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before _____, 20__ (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

3. **Purchase Price.** The Purchase Price shall be \$300.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date, subject to adjustments as follows:

- a. Seller agrees that amounts payable for special assessments, mortgage payoffs, liens, or judgments impacting the Property shall be deducted at Closing from the amount paid to Seller.
- b. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Further, Seller shall also pay the prorated share of real estate taxes for the Property, based upon the Closing Date, for the fiscal year in which Closing occurs (due and payable in the subsequent fiscal year).

4. **Condition of Property.**

- a. The Seller shall preserve the Property in its present condition until the Closing Date, ordinary wear and tear excepted.
- b. At any time prior to the Closing Date ("Buyer Due Diligence Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, Buyer's evaluation of the Due Diligence Documents; a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability, traffic flow, and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. If Buyer is not

satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Due Diligence Period, Buyer may, in its sole discretion, terminate this agreement by providing written notice to Seller.

- c. Except as otherwise required by this agreement, the Seller shall sell and the Buyer shall accept the Property "as is, where is, with all faults."
- d. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability due to this agreement or the construction of a public improvement project on the Property.

5. **Survey; Abstract and Title; Deed.**

- a. Buyer has caused the acquisition plat attached hereto as Exhibit A, describing and depicting the Property, to be prepared. The parties agree that the acquisition plat shall be recorded following execution of this agreement. The legal description established by the acquisition plat shall be used to prepare an abstract of title or title report for the Property and to prepare the deed used to convey the Property at Closing.
- b. Buyer, at Buyer's expense, shall promptly, in the Buyer's discretion, either: (i) obtain an abstract of title to the Property continued to within 30 days of the Closing Date and deliver it to Buyer's attorney to examine and render a title opinion, or (ii) obtain a title report for the property. If the title opinion or title report does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving written notice to the other party.
- c. Seller shall convey the Property to Buyer by warranty deed, using form(s) furnished by Buyer, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

6. **Lease Agreements.** Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property.

7. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

Barbara J. Winter
88 Traxler Drive
Ottumwa, IA 52501

If to the Buyer:

City of Ottumwa, Iowa
ATTN: City Clerk
105 E. 3rd Street
Ottumwa, IA 52501

8. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

9. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

10. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state courts located in the county in which the Property is located.

11. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

12. **Survival.** This agreement shall survive the Closing.

13. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

15. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

17. **Certification.** Buyer and Seller each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

18. **Groundwater Hazards.** Seller represents and warrants to Buyer that there is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

19. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures are as effective as original signatures.

[Signature page follows]

The parties are signing this agreement as of the date stated in the introductory clause.

SELLER:
Barbara J. Winter

By: Barbara Winter
Barbara J. Winter

By: _____
Name: _____

BUYER:
City of Ottumwa, Iowa

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

By: Christina Reinhard
Christina Reinhard, City Clerk



Index Legend	
Location:	LOT 1 TRAXLER'S FIRST ADDITION CITY OF OTTUMWA, WAPELLO COUNTY
Requestor:	
Proprietor:	THOMAS P. & BARBARA J. WINTER
Surveyor/	ANDREW J. COFRAN, PLS
Prepared	1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023
By:	PHONE # 515-964-5310
Surveyor	
Company:	JEO CONSULTING GROUP INC.
Return To:	1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

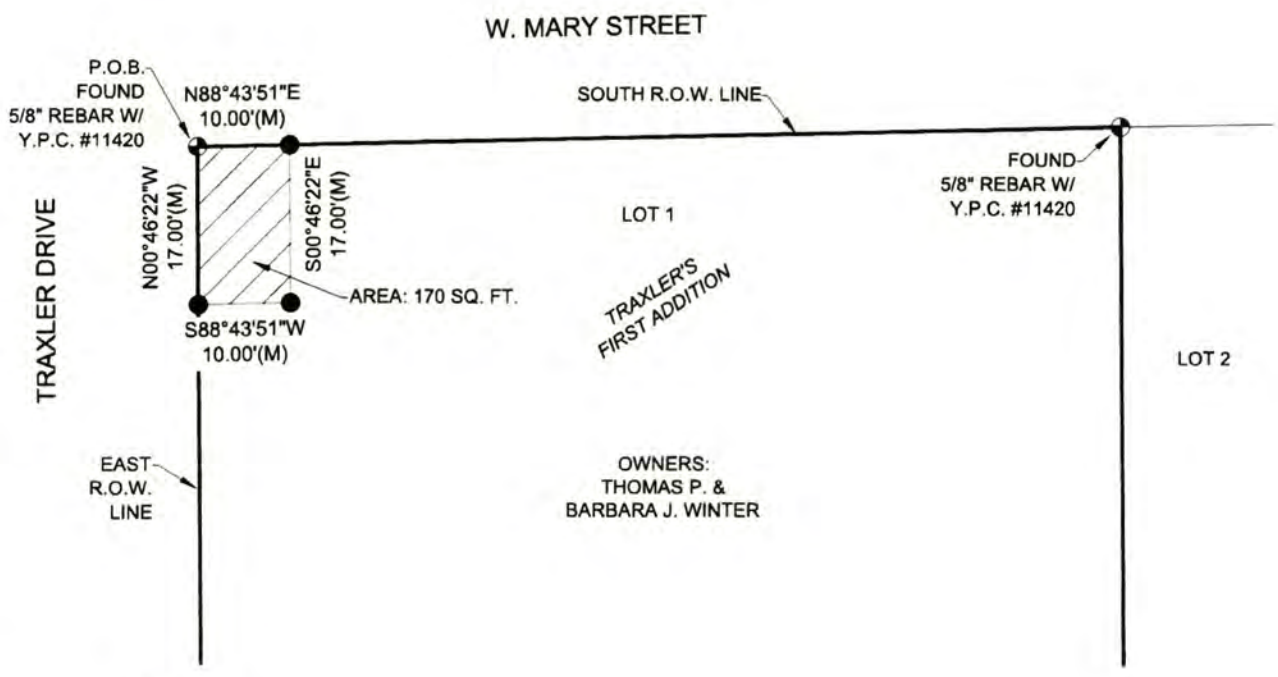
FOR RECORDER'S USE ONLY

SURVEY FOR:
BARBARA J. WINTER
88 TRAXLER DRIVE
OTTUMWA, IOWA 52501

PLAT OF SURVEY PROPOSED RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

A RECTANGULARLY SHAPED PIECE OF LAND LOCATED IN LOT 1 OF TRAXLER'S FIRST ADDITION, CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE N88°43'51"E (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 10.00 FEET; THENCE S00°46'22"E, A DISTANCE OF 17.00 FEET; THENCE S88°43'51"W, A DISTANCE OF 10.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF TRAXLER DRIVE; THENCE N00°46'22"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING. SAID PIECE OF LAND CONTAINS 170 SQUARE FEET MORE OR LESS.



LEGEND

- ⊕ MONUMENT FOUND
- MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

GRAPHIC SCALE

PROPOSED RIGHT-OF-WAY

NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	

JEO

800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com

ANDREW J. COFRAN
28875

IOWA

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

(signature) *Andrew J. Cofran* (date) *6/24/2024*

Printed or typed name: ANDREW J. COFRAN

License Number: 28875

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Barbara J. Winter, a single person**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Barbara J. Winter, a single person \$390.00 (Three hundred ninety dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

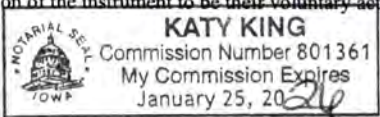
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 28th day of August, 2024.

PROPERTY OWNER:

By: Barbara J. Winter
Barbara J. Winter

Name: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Wapello) SS

On this 22 day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara J. Winter and _____, to me personally known, or _____ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

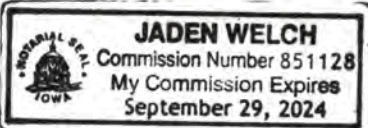
CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- ____ CORPORATE
- ____ Title(s) of Corporate Officer(s): _____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- ____ PARTNER(S):
- ____ Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(S)
- ____ ADMINISTRATOR(S)
- ____ TRUSTEE(S)
- ____ GUARDIAN(S)
- ____ CONSERVATOR(S)
- ____ OTHER: _____

(NOTARY SEAL) Jaden Welch

(Sign in ink) _____
(Print/type name)

Notary Public in and for the State of Iowa



SC014 D/G
Mailee Mccarthy
7416670059000

EXHIBIT A
PART OF THE NW SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

WMARY ST

WMARY ST

TRAXLER DR

TRAXLER DR

Barbara J. Winter
007417710001000
Parcel 57
Temp Easement=1853 SF



OWNER:
BARBARA J WINTER
SQUARE FT: 1853
PARCEL 57

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 35'

DATE: 7/16/2024

 TEMPORARY EASEMENT

 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated December 17, 2024 and is between Gary M. Anderson and Linda L. Anderson, Trustees of the Gary M. Anderson Living Trust, dated October 23, 2018 (the "Seller") and the City of Ottumwa, Iowa (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described and depicted on the acquisition plat attached hereto as Exhibit A (the "Property"). The Seller shall convey the Property together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record acceptable to the Buyer, and (iii) and restrictive covenants of record acceptable to the Buyer; provided Buyer, on possession, is permitted to make use of the Property for public right-of-way.

2. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before _____, 20__ (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

3. **Purchase Price.** The Purchase Price shall be \$640.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date, subject to adjustments as follows:

- a. Seller agrees that amounts payable for special assessments, mortgage payoffs, liens, or judgments impacting the Property shall be deducted at Closing from the amount paid to Seller.
- b. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Further, Seller shall also pay the prorated share of real estate taxes for the Property, based upon the Closing Date, for the fiscal year in which Closing occurs (due and payable in the subsequent fiscal year).

4. **Condition of Property.**

- a. The Seller shall preserve the Property in its present condition until the Closing Date, ordinary wear and tear excepted.
- b. At any time prior to the Closing Date ("Buyer Due Diligence Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, Buyer's evaluation of the Due Diligence Documents; a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability, traffic flow, and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and

other aspects of the Property pertaining to its use for Buyer's purposes. If Buyer is not satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Due Diligence Period, Buyer may, in its sole discretion, terminate this agreement by providing written notice to Seller.

- c. Except as otherwise required by this agreement, the Seller shall sell and the Buyer shall accept the Property "as is, where is, with all faults."
- d. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability due to this agreement or the construction of a public improvement project on the Property.

5. **Survey; Abstract and Title; Deed.**

- a. Buyer has caused the acquisition plat attached hereto as Exhibit A, describing and depicting the Property, to be prepared. The parties agree that the acquisition plat shall be recorded following execution of this agreement. The legal description established by the acquisition plat shall be used to prepare an abstract of title or title report for the Property and to prepare the deed used to convey the Property at Closing.
- b. Buyer, at Buyer's expense, shall promptly, in the Buyer's discretion, either: (i) obtain an abstract of title to the Property continued to within 30 days of the Closing Date and deliver it to Buyer's attorney to examine and render a title opinion, or (ii) obtain a title report for the property. If the title opinion or title report does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving written notice to the other party.
- c. Seller shall convey the Property to Buyer by warranty deed, using form(s) furnished by Buyer, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

6. **Lease Agreements.** Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property.

7. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

Gary M. Anderson Living Trust
808 W. Mary Street
Ottumwa, IA 52501

If to the Buyer:

City of Ottumwa, Iowa
ATTN: City Clerk
105 E. 3rd Street
Ottumwa, IA 52501

8. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

9. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the

State of Iowa without regard to principles of conflicts of law.

10. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state courts located in the county in which the Property is located.

11. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

12. **Survival.** This agreement shall survive the Closing.

13. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

15. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

17. **Certification.** Buyer and Seller each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

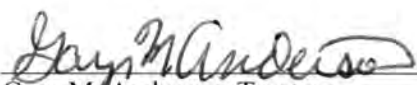
18. **Groundwater Hazards.** Seller represents and warrants to Buyer that there is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

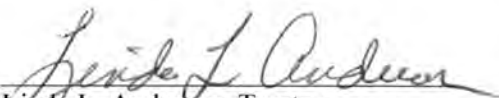
19. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures are as effective as original signatures.

[Signature page follows]

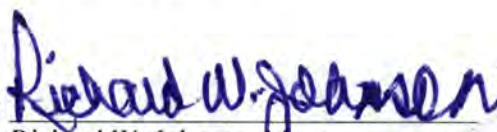
The parties are signing this agreement as of the date stated in the introductory clause.

SELLER:
Gary M. Anderson Living Trust, dated
October 23, 2018

By: 
Gary M. Anderson, Trustee

By: 
Linda L. Anderson, Trustee

BUYER:
City of Ottumwa, Iowa

By: 
Richard W. Johnson, Mayor

By: 
Christina Reinhard, City Clerk



Index Legend

Location: LOT 7 TRAXLER'S FIRST ADDITION
CITY OF OTTUMWA, WAPELLO COUNTY

Requestor:

Proprietor: GARY M. & LINDA L. ANDERSON, TRUSTEES

Surveyor/ ANDREW J. COFRAN, PLS

Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

By: PHONE # 515-964-5310

Surveyor

Company: JEO CONSULTING GROUP INC.

Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

FOR RECORDER'S USE ONLY

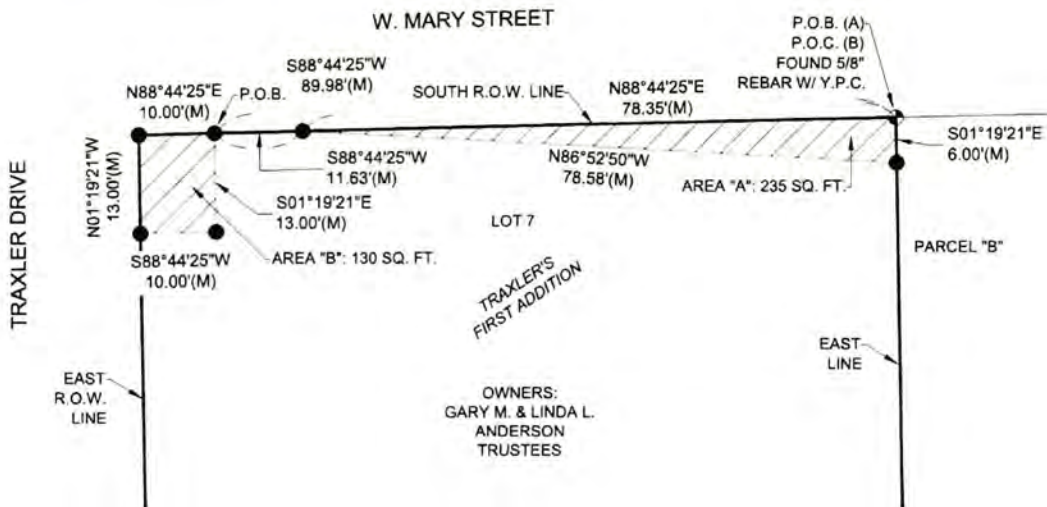
SURVEY FOR:
GARY M. & LINDA L. ANDERSON, TRUSTEES
808 W. MARY STREET
OTTUMWA, IOWA 52501

PLAT OF SURVEY PROPOSED RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

AREA "A"

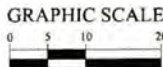
A TRIANGULAR SHAPED PIECE OF LAND LOCATED IN LOT 7 OF TRAXLER'S FIRST ADDITION, CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7, THENCE S01°19'21"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING THE WEST LINE OF PARCEL "B", A DISTANCE OF 6.00 FEET; THENCE N86°52'50"W, A DISTANCE OF 78.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N88°44'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 78.35 FEET TO THE POINT OF BEGINNING
SAID PIECE OF LAND CONTAINS 235 SQUARE FEET MORE OR LESS.



PROPOSED RIGHT-OF-WAY



- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - Y.P.C. YELLOW PLASTIC CAP
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT



PROPOSED RIGHT-OF-WAY

AREA "B"

A RECTANGULARLY SHAPED PIECE OF LAND LOCATED IN LOT 7 OF TRAXLER'S FIRST ADDITION, CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE S88°44'25"W (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 89.98 FEET TO THE POINT OF BEGINNING; THENCE S01°19'21"E, A DISTANCE OF 13.00 FEET; THENCE S88°44'25"W, A DISTANCE OF 10.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF TRAXLER DRIVE; THENCE N01°19'21"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N88°44'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET POINT OF BEGINNING.
SAID PIECE OF LAND CONTAINS 130 SQUARE FEET MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	



800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com



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

(signature) *Andrew J. Cofran* (date) 6/6/2024

Printed or typed name: ANDREW J. COFRAN

License Number: 28875

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E Third St, Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Gary M. Anderson and Linda L. Anderson, Trustees of the Gary M. Anderson Living Trust, dated October 23, 2018**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Gary M. Anderson and Linda L. Anderson, Trustees of the Gary M. Anderson Living Trust, dated October 23, 2018 \$225.00 (Two hundred twenty-five dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

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It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

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City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

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The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

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Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

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City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **five (5)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 7 day of August, 2024.

PROPERTY OWNER: GARY M. ANDERSON LIVING TRUST, DATED OCTOBER 23, 2018

By: Gary M. Anderson
Gary M. Anderson, Trustee

Linda L. Anderson
Linda L. Anderson, Trustee

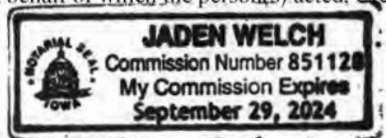
ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF Wapello)

On this 7 day of August, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary M. Anderson and Linda L. Anderson to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____ Corporate Seal is affixed
- No Corporate Seal procured
- _____ PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s)
- _____ ADMINISTRATOR(s)
- TRUSTEE(s)
- _____ GUARDIAN(s)
- _____ CONSERVATOR(s)
- _____ OTHER: _____



(NOTARY SEAL) Jaden Welch

(Sign in ink) _____
(Print/type name)

Notary Public in and for the State of Iowa

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

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

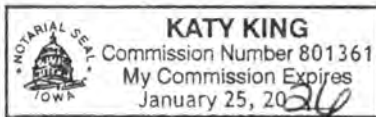


Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA

WAPELLO COUNTY

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

EXHIBIT A
PART OF THE NW SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

W MARY ST

W MARY ST

TRAYLER DR

TRAYLER DR

Linda L &
Gary Anderson
007417710007000
Parcel 63
Temp Easement= 1066 SF



0 5 10 20
SCALE IN FEET

OWNER:
LINDA L & GARY ANDERSON
SQUARE FT: 1066
PARCEL 63

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 35'

DATE: 6/12/2024

TEMPORARY EASEMENT
PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
EXHIBIT NOT TO SCALE

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated December 17, 2024 and is between Jentri L. Smith, a single woman (the "Seller") and the City of Ottumwa, Iowa (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described and depicted on the acquisition plat attached hereto as Exhibit A (the "Property"). The Seller shall convey the Property together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record acceptable to the Buyer, and (iii) and restrictive covenants of record acceptable to the Buyer; provided Buyer, on possession, is permitted to make use of the Property for public right-of-way.

2. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before _____, 20__ (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

3. **Purchase Price.** The Purchase Price shall be \$1,205.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date, subject to adjustments as follows:

- a. Seller agrees that amounts payable for special assessments, mortgage payoffs, liens, or judgments impacting the Property shall be deducted at Closing from the amount paid to Seller.
- b. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Further, Seller shall also pay the prorated share of real estate taxes for the Property, based upon the Closing Date, for the fiscal year in which Closing occurs (due and payable in the subsequent fiscal year).

4. **Condition of Property.**

- a. The Seller shall preserve the Property in its present condition until the Closing Date, ordinary wear and tear excepted.
- b. At any time prior to the Closing Date ("Buyer Due Diligence Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, Buyer's evaluation of the Due Diligence Documents; a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability, traffic flow, and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. If Buyer is not

satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Due Diligence Period, Buyer may, in its sole discretion, terminate this agreement by providing written notice to Seller.

- c. Except as otherwise required by this agreement, the Seller shall sell and the Buyer shall accept the Property "as is, where is, with all faults."
 - d. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability due to this agreement or the construction of a public improvement project on the Property.
5. **Survey; Abstract and Title; Deed.**

- a. Buyer has caused the acquisition plat attached hereto as Exhibit A, describing and depicting the Property, to be prepared. The parties agree that the acquisition plat shall be recorded following execution of this agreement. The legal description established by the acquisition plat shall be used to prepare an abstract of title or title report for the Property and to prepare the deed used to convey the Property at Closing.
- b. Buyer, at Buyer's expense, shall promptly, in the Buyer's discretion, either: (i) obtain an abstract of title to the Property continued to within 30 days of the Closing Date and deliver it to Buyer's attorney to examine and render a title opinion, or (ii) obtain a title report for the property. If the title opinion or title report does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving written notice to the other party.
- c. Seller shall convey the Property to Buyer by warranty deed, using form(s) furnished by Buyer, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

6. **Lease Agreements.** Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property.

7. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

Jentri L. Smith
750 W. Mary Street
Ottumwa, IA 52501

If to the Buyer:

City of Ottumwa, Iowa
ATTN: City Clerk
105 E. 3rd Street
Ottumwa, IA 52501

8. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

9. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

10. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state courts located in the county in which the Property is located.

11. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

12. **Survival.** This agreement shall survive the Closing.

13. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

15. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

17. **Certification.** Buyer and Seller each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

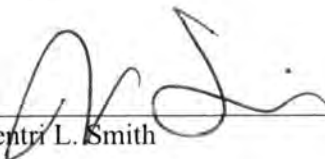
18. **Groundwater Hazards.** Seller represents and warrants to Buyer that there is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

19. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures are as effective as original signatures.

[Signature page follows]

The parties are signing this agreement as of the date stated in the introductory clause.

SELLER:

By: 
Jentri L. Smith

By: _____
Name: _____

BUYER:

City of Ottumwa, Iowa

By: 
Richard W. Johnson, Mayor

By: 
Christina Reinhard, City Clerk



Index Legend

Location: LOT 1, MARTS FIRST ADDITION
CITY OF OTTUMWA, WAPELLO COUNTY

Requestor:
Proprietor: JENTRI L. SMITH

Surveyor/ ANDREW J. COFRAN, PLS

Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

By: PHONE # 515-964-5310

Surveyor

Company: JEO CONSULTING GROUP INC.

Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

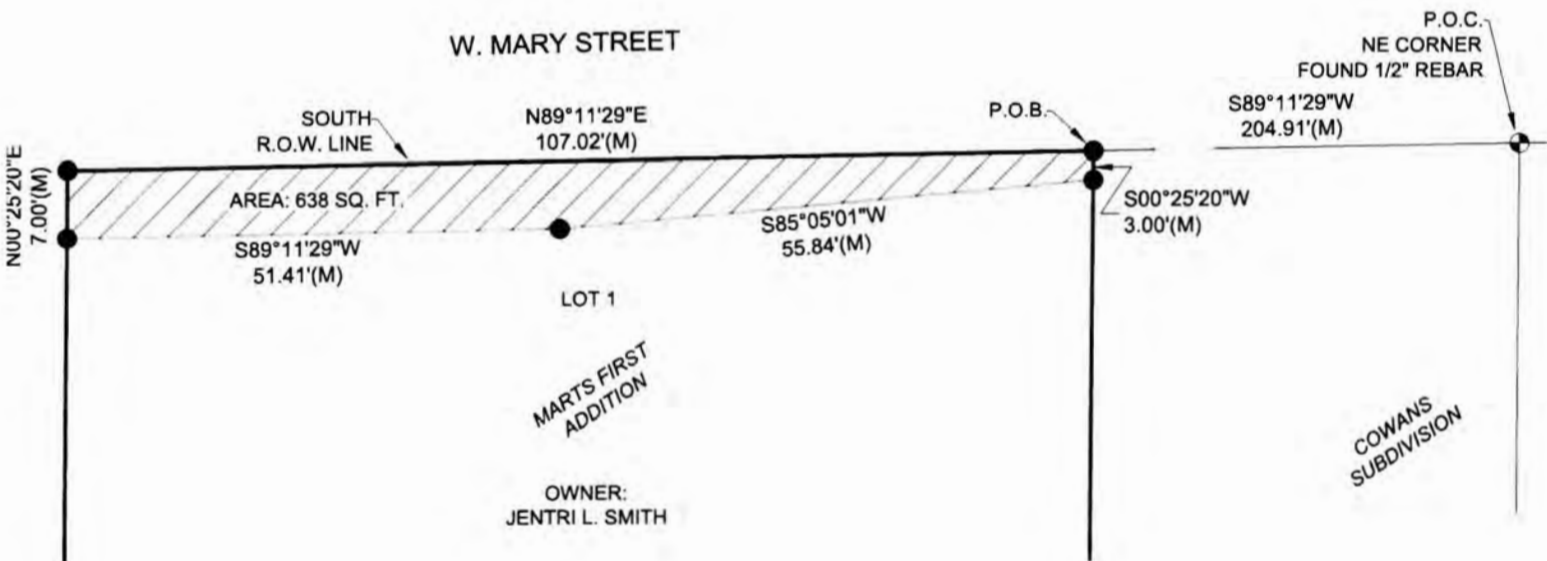
FOR RECORDER'S USE ONLY

SURVEY FOR:
JENTRI L. SMITH
750 W. MARY STREET
OTTUMWA, IOWA 52501

PLAT OF SURVEY PROPOSED RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

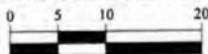
AN IRREGULAR SHAPED PIECE OF LAND LOCATED IN LOT 1 OF MARTS FIRST ADDITION, CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF PART OF LOT 51 OF COWANS SUBDIVISION; THENCE S89°11'29"W (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 204.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING THE POINT OF BEGINNING; THENCE S00°25'20"W, A DISTANCE OF 3.00 FEET; THENCE S85°05'01"W, A DISTANCE OF 55.84 FEET; THENCE S89°11'29"W, A DISTANCE OF 51.41 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N00°25'20"E ALONG WEST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N89°11'29"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 107.02 FEET TO THE POINT OF BEGINNING.
SAID PIECE OF LAND CONTAINS 638 SQUARE FEET MORE OR LESS.



LEGEND

- ⊕ MONUMENT FOUND
- MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

GRAPHIC SCALE



PROPOSED RIGHT-OF-WAY

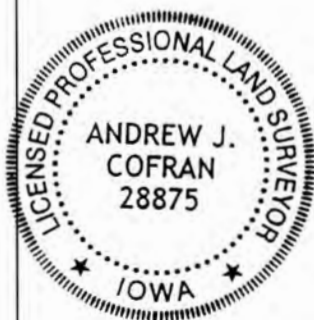


NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	



JEO
800.723.8567
Carroll, IA 712-792-9711
Ankeny, Iowa 515-964-5310
www.jeo.com



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

Andrew J. Cofran 6/24/2024
(signature) (date)

Printed or typed name: ANDREW J. COFRAN

License Number: 28875

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
SHEET 1 OF SHEET 1

Index Legend

Location: W 44.5 OF LOT 52 OF COWANS SUBDIVISION, CITY OF OTTUMWA, WAPELLO COUNTY
 Requestor:
 Proprietor: JENTRI L. SMITH
 Surveyor/ ANDREW J. COFRAN, PLS
 Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023
 By: PHONE # 515-964-5310
 Surveyor
 Company: JEO CONSULTING GROUP INC.
 Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

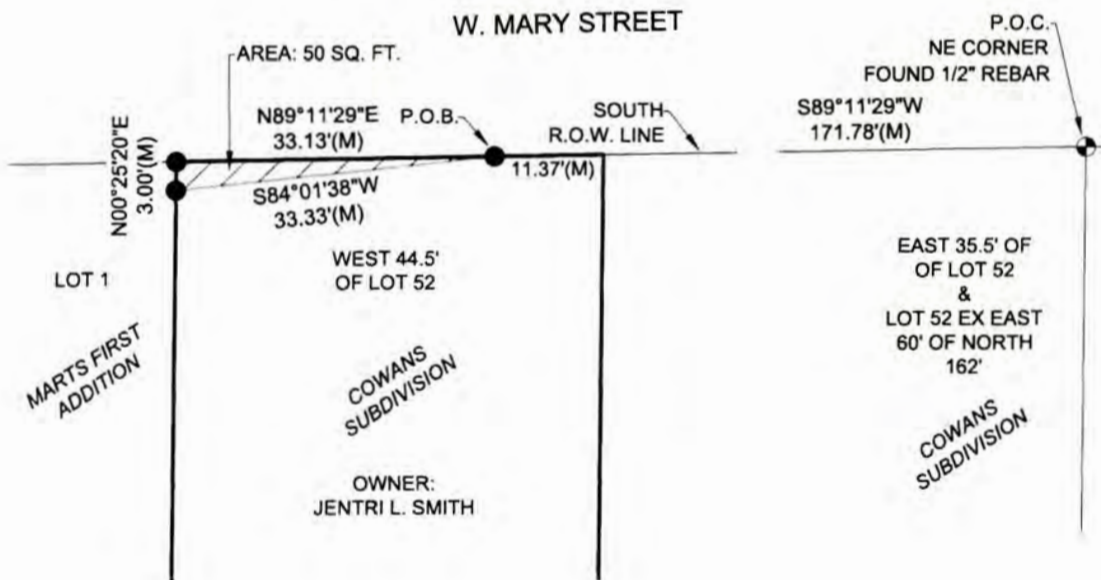
FOR RECORDER'S USE ONLY

SURVEY FOR:
 JENTRI L. SMITH
 750 W. MARY STREET
 OTTUMWA, IOWA 52501

PLAT OF SURVEY PROPOSED RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

A TRIANGULAR SHAPED PIECE OF LAND LOCATED IN THE WEST 44.5 FEET OF LOT 52 OF COWANS SUBDIVISION, ALL IN SECTION 35, TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF PART OF LOT 51 OF COWANS SUBDIVISION; THENCE S89°11'29"W (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET, A DISTANCE OF 171.78 FEET TO THE POINT OF BEGINNING; THENCE S84°01'38"W, A DISTANCE OF 33.33 FEET TO THE WEST LINE OF SAID WEST 44.5 FEET OF LOT 52 ALSO BEING THE EAST LINE OF LOT 1 OF MART'S FIRST ADDITION; THENCE N00°25'20"E ALONG SAID WEST LINE OF THE WEST 44.5 OF LOT 52, A DISTANCE OF 3.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N89°11'29"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 33.13 FEET TO THE POINT OF BEGINNING.
 SAID PIECE OF LAND CONTAINS 50 SQUARE FEET MORE OR LESS.



LEGEND

- ⊕ MONUMENT FOUND
- MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

GRAPHIC SCALE

PROPOSED RIGHT-OF-WAY



NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	

JEO

800.723.8567
 Carroll, IA 712-792-9711
 Ankeny, Iowa 515-964-5310
 www.jeo.com

LICENSED PROFESSIONAL LAND SURVEYOR
 ANDREW J. COFRAN
 28875
 IOWA

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

(signature) *A J Cofran* (date) *6/6/2024*

Printed or typed name: ANDREW J. COFRAN
 License Number: 28875
 My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
 SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Jentri L. Smith, a single woman**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Jentri L. Smith, a single woman \$245.00 (Two hundred forty-five dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

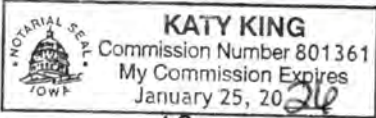
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284 2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 19 day of September, 2024.

PROPERTY OWNER:

By: Jentri L. Smith

Name: _____

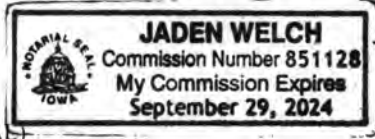
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Wapello)

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL(S)
- CORPORATE
- _____ Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(S):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(S)
- _____ ADMINISTRATOR(S)
- _____ TRUSTEE(S)
- _____ GUARDIAN(S)
- _____ CONSERVATOR(S)
- _____ OTHER: _____

On this 19 day of September, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jentri L. Smith and _____, to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(NOTARY SEAL)

(Sign in ink) Jaden Welch
(Print/type name) Jaden Welch

Notary Public in and for the State of Iowa

Gay Say & Boo Paw
007416670067000

S FERRY ST

EXHIBIT A
PART OF THE NE SE
SEC 35-T72N-R14W
WAPELLO COUNTY, IOWA

W MARY ST

W MARY ST

Jentri L Smith
007416720001000
Parcel 66
Temp Easement= 648 SF

Jentri L Smith
007416310053000
Parcel 67
Temp Easement= 508 SF



OWNER:
JENTRI L SMITH
SQUARE FT: 1155
PARCEL 66 & 67

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
MARY STREET

SCALE: 1" = 50'

DATE: 6/12/2024

TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
EXHIBIT NOT TO SCALE

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is dated 11th December, 2024 and is between Thomas P. Mitchell and Terri L. Mitchell, husband and wife (the "Seller") and the City of Ottumwa, Iowa (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described and depicted on the acquisition plat attached hereto as Exhibit A (the "Property"). The Seller shall convey the Property together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record acceptable to the Buyer, and (iii) and restrictive covenants of record acceptable to the Buyer; provided Buyer, on possession, is permitted to make use of the Property for public right-of-way.

2. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before _____, 20__ (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, and (ii) the Seller's receipt of all funds due from the Buyer under this agreement ("Closing").

3. **Purchase Price.** The Purchase Price shall be \$4,555.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date, subject to adjustments as follows:

- a. Seller agrees that amounts payable for special assessments, mortgage payoffs, liens, or judgments impacting the Property shall be deducted at Closing from the amount paid to Seller.
- b. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Further, Seller shall also pay the prorated share of real estate taxes for the Property, based upon the Closing Date, for the fiscal year in which Closing occurs (due and payable in the subsequent fiscal year).

4. **Condition of Property.**

- a. The Seller shall preserve the Property in its present condition until the Closing Date, ordinary wear and tear excepted.
- b. At any time prior to the Closing Date ("Buyer Due Diligence Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, Buyer's evaluation of the Due Diligence Documents; a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability, traffic flow, and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and

other aspects of the Property pertaining to its use for Buyer's purposes. If Buyer is not satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Due Diligence Period, Buyer may, in its sole discretion, terminate this agreement by providing written notice to Seller.

- c. Except as otherwise required by this agreement, the Seller shall sell and the Buyer shall accept the Property "as is, where is, with all faults."
- d. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability due to this agreement or the construction of a public improvement project on the Property.

5. **Survey; Abstract and Title; Deed.**

- a. Buyer has caused the acquisition plat attached hereto as Exhibit A, describing and depicting the Property, to be prepared. The parties agree that the acquisition plat shall be recorded following execution of this agreement. The legal description established by the acquisition plat shall be used to prepare an abstract of title or title report for the Property and to prepare the deed used to convey the Property at Closing.
- b. Buyer, at Buyer's expense, shall promptly, in the Buyer's discretion, either: (i) obtain an abstract of title to the Property continued to within 30 days of the Closing Date and deliver it to Buyer's attorney to examine and render a title opinion, or (ii) obtain a title report for the property. If the title opinion or title report does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this agreement by giving written notice to the other party.
- c. Seller shall convey the Property to Buyer by warranty deed, using form(s) furnished by Buyer, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

6. **Lease Agreements.** Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property.

7. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

Thomas P. Mitchell and Terri L. Mitchell
16008 Rock Bluff Road
Ottumwa, IA 52501

If to the Buyer:

City of Ottumwa, Iowa
ATTN: City Clerk
105 E. 3rd Street
Ottumwa, IA 52501

8. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

9. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the

State of Iowa without regard to principles of conflicts of law.

10. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state courts located in the county in which the Property is located.

11. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

12. **Survival.** This agreement shall survive the Closing.

13. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.

15. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

17. **Certification.** Buyer and Seller each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

18. **Groundwater Hazards.** Seller represents and warrants to Buyer that there is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

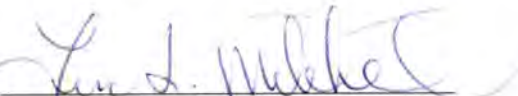
19. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures are as effective as original signatures.

[Signature page follows]

The parties are signing this agreement as of the date stated in the introductory clause.

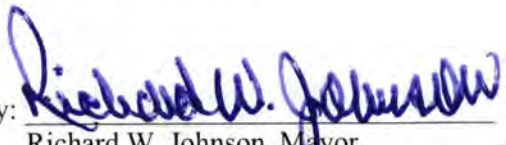
SELLER:

By: 
Thomas P. Mitchell

By: 
Terri L. Mitchell

BUYER:

City of Ottumwa, Iowa

By: 
Richard W. Johnson, Mayor

By: 
Christina Reinhard, City Clerk



Index Legend

Location: PARCEL "B" PT SEC. 35-T72N-R14W
 CITY OF OTTUMWA, WAPELLO COUNTY

Requestor:
 Proprietor: THOMAS P. & TERRI L. MITCHELL
 Surveyor/ ANDREW J. COFRAN, PLS
 Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023
 By: PHONE # 515-964-5310
 Surveyor
 Company: JEO CONSULTING GROUP INC.
 Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

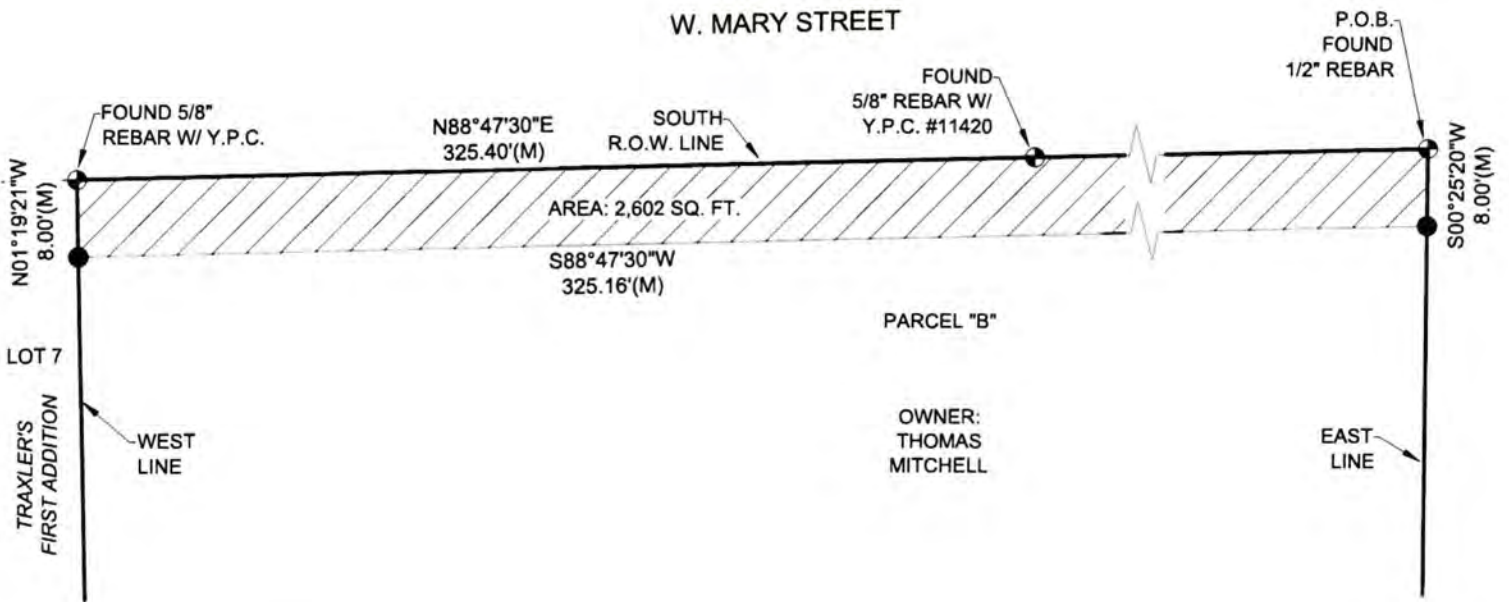
FOR RECORDER'S USE ONLY

SURVEY FOR:
 THOMAS P. & TERRI L. MITCHELL
 804 W. MARY STREET
 OTTUMWA, IOWA 52501

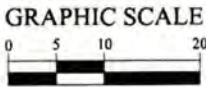
**PLAT OF SURVEY
 PROPOSED RIGHT-OF-WAY**

PROPOSED RIGHT-OF-WAY

A RECTANGULARLY SHAPED PIECE OF LAND LOCATED IN PARCEL "B" OF SECTION 35, TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., WAPELLO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE S00°25'20"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID PARCEL "B", A DISTANCE OF 8.00 FEET; THENCE S88°47'30"W, A DISTANCE OF 325.16 FEET TO THE EAST LINE OF LOT 7 OF TRAXLER'S FIRST ADDITION; THENCE N01°19'21"W ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 8.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W. MARY STREET; THENCE N88°47'30"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 325.40 FEET TO THE POINT OF BEGINNING.
 SAID PIECE OF LAND CONTAINS 2,602 SQUARE FEET MORE OR LESS.



- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET (5/8" REBAR W/ RED PLASTIC CAP #28875)
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
 - Y.P.C. YELLOW PLASTIC CAP
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT



PROPOSED RIGHT-OF-WAY



NOTE: ALL BEARINGS ARE ASSUMED

DATE	6/6/24
SCALE	1" = 20'
DRAWN	MDM
JOB NO.	200709
FIELD BOOK	
FIELD WORK	
SHEET	1 OF 1
FILE NO.	

JEO

800.723.8567
 Carroll, IA 712-792-9711
 Ankeny, Iowa 515-964-5310
 www.jeo.com



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

Andrew J. Cofran (signature) 6/24/2024 (date)

Printed or typed name: ANDREW J. COFRAN
 License Number: 28875
 My license renewal date is December 31, 2025

Pages or sheets covered by this seal:
 SHEET 1 OF SHEET 1

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: The City of Ottumwa, Chad Carlson, Wapello County, Iowa 52501 (Phone: 641-638-0680)

Return to: City of Ottumwa, Chris Reinhard, 105 E. Third St. Ottumwa, Iowa 52501

**CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Thomas P. Mitchell and Terri L. Mitchell, husband and wife**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of a Street Reconstruction Project on public Right of Way together with necessary appurtenances thereto:

See Attached Exhibit A

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Thomas P. Mitchell and Terri L. Mitchell, husband and wife \$1,065.00 (One thousand sixty-five dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City and assignees the immediate right to enter the above described property.

III. Repairs

City agrees that any structure, sign, fence, retaining wall, drain tile, yard, driveway, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion and final acceptance of the construction project, or within eighteen (18) months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land until completion of the construction project. Until completion, this easement shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

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

XI. Entire Agreement

This writing, consisting of **four (4)** pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

XIII. Replacing Curb Cut & Driveway Apron

The City hereby agrees to replace the westernmost curb cut and install a concrete driveway apron near the western property line, approximately located near Station 134+60 of the project corridor.

Signed the 17 day of December, 2024.

CITY OF OTTUMWA, IOWA

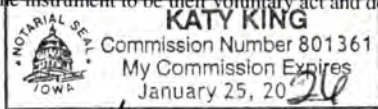
By: Richard W. Johnson
Richard W. Johnson, Mayor



Attest: Chris Reinhard
Chris Reinhard, City Clerk

STATE OF IOWA)
WAPELLO COUNTY) SS:

On this 17 day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. Johnson, to me personally known, and, 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 Resolution No. 284-2024 Adopted by the City Council on the 17 day of December, 2024, and that Richard W. Johnson and Chris Reinhard acknowledged the execution of the instrument to be their voluntary act and deed of the corporation, by it voluntarily executed.



Katy King
Notary Public in and for Wapello County, Iowa

Signed the 11th day of December, 2024.

PROPERTY OWNER:

By: Thomas P. Mitchell
Thomas P. Mitchell

Terri L. Mitchell
Terri L. Mitchell

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF WAPELLO) SS

On this 11th day of December, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Mitchell and Terri Mitchell, X to me personally known, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL(S)
 CORPORATE
Title(s) of Corporate Officer(s):

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(S):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(S)
 ADMINISTRATOR(S)
 TRUSTEE(S)
 GUARDIAN(S)
 CONSERVATOR(S)
 OTHER:

(NOTARY SEAL) _____

(Sign in ink) Tanner Jones
(Print/type name) Tanner Jones

Notary Public in and for the State of Iowa

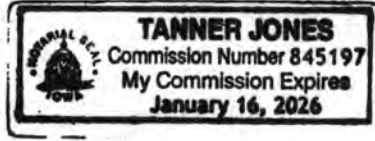
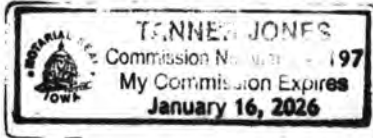


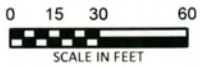
EXHIBIT A
 PART OF THE NW SE
 SEC 35-T72N-R14W
 WAPELLO COUNTY, IOWA

S FERRY ST

W MARY ST

W MARY ST

Thomas P &
 Terri Mitchell
 007417570090010
 Parcel 64 & 65
 Temp Easement= 5049 SF



OWNER:
 THOMAS P & TERRI MITCHELL
 SQUARE FT: 5049
 PARCEL 64 & 65

JCG LAND SERVICES, INC.
 1715 SOUTH G AVENUE
 NEVADA, IOWA 50201
 (515) 382-1698

www.jcgland.com



DRAWN: KLOCKE

CITY OF OTTUMWA -
 MARY STREET

SCALE: 1" = 65'

DATE: 6/12/2024

 TEMPORARY EASEMENT
 PROPERTY LINES

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
 EXHIBIT NOT TO SCALE

received
12.13.24 815

Item No. I.-9.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: December 17, 2024

Phillip Burgmeier

Prepared By



Department Head

Electrical
Department



City Administrator Approval

AGENDA TITLE: Resolution #285-2024. Purchase 3 Video Detection Systems and 4 advanced detection cameras from Traffic and Transportation Products, Limited (TATPL) in the amount of \$55,600.

****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 #285-2024.

DISCUSSION: The traffic department has identified three intersections with substandard detection capabilities. Wildwood and HWY 34 has loops that break and have to be repaired 2-3 times per year. Iowa Avenue and Hwy 34 has problems with one leg not being detected because cars stop too far back so turning trucks have room to maneuver. Main and Jefferson was fitted with battery operated pods in 2018, and the pods are not living up to the reliability expected of them. They were supposed to last 10 years and three have already gone bad.

The Traffic Department intended to replace detection equipment at the 3 intersections above with video detection like what was installed at 5 corners this year. The plan was to spread out the cost and replace one intersection per year in 2025, 26, and 27. When calling for pricing for next year's budget the supplier offered to sell us all three now for a significant discount. The equipment for 5 corners cost \$24,500 in May of 2024. TAPTL offered to sell us all three units now for \$16,000 each. HWY 34 at Wildwood and Iowa Ave will require extra cameras because of the traffic speed costing an additional \$7,600.

The camera system installed at Five Corners has solved the detection problems at that intersection. We are happy with how it has performed and think the results will be the same once the system is installed at the three intersections listed above. I recommend moving the purchase of these three systems forward to take advantage of the significant discount offered.

Budgeted amount: \$28,000.

Source of Funds: 110-2-242-6727

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #285-2024

A RESOLUTION APPROVING THE PURCHASE OF DETECTION EQUIPMENT

WHEREAS, There is inadequate detection equipment at several intersections under Ottumwa's jurisdiction; and

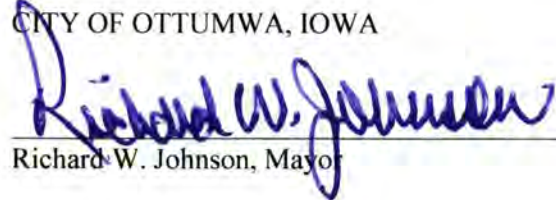
WHEREAS, TATPL submitted a bid of \$55,600.00; and

WHEREAS, The bid will expire on December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of three Miovision detection upgrades are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:




Christina Reinhard, City Clerk



**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

DATE: DECEMBER 11, 2024

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: City of Ottumwa, IA
ATTN: Public Works Traffic Dept
Public Works Department
550 Gateway Drive
Ottumwa, IA 52501

SUBJECT:
QUOTATION.
SINGLE CAMERA VIDEO DETECTION SYSTEM
FOR ANY INTERSECTION IN OTTUMWA.
TRAFFIC SIGNAL EQUIPMENT.
OTTUMWA, IOWA.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
3		LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS AND CAMERA MOUNTING HARDWARE, BUT DOES NOT INCLUDE ETHERNET CABLE OR ENDS OR INSTALLATION OF SINGLE CAMERA ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATION.	\$16,000.00	\$48,000.00

(PLEASE READ ALL NOTES CAREFULLY.)

NOTES:

1. DELIVERY IS 30 TO 45 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 45 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
5. PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER, CITY OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
6. CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA(S), MOUNT CAMERA(S) WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*

JAMES R. CONNER



**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

DATE: DECEMBER 11, 2024

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: City of Ottumwa, IA
ATTN: Public Works Traffic Dept
Public Works Department
550 Gateway Drive
Ottumwa, IA 52501

SUBJECT:
QUOTATION.
MIOVISION SMART APPROACH ADVANCE
DETECTION CAMERA.
TRAFFIC SIGNAL EQUIPMENT.
OTTUMWA, IOWA.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
4		MIOVISION SMART APPROACH ADVANCE DETECTION CAMERA.	\$1,900.00	\$7,600.00

(PLEASE READ ALL NOTES CAREFULLY.)

NOTES:

1. DELIVERY IS 30 TO 45 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 45 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
5. PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER, CITY OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
6. CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA(S), MOUNT CAMERA(S) WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*

JAMES R. CONNER

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 17, 2024


Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 286-2024 - Resolution Supporting the Wapello County Trails Council Recommendation to Incorporate a Pedestrian Crossing in Conjunction with the Future Iowa Department of Transportation Project to Redeck the Wapello Street Bridge

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 286-2024

DISCUSSION: The Iowa Dept. of Transportation has been working with the City of Ottumwa regarding redecking the Wapello Street bridge. This information was shared with the Wapello County Trails Council who subsequently forwarded a letter to the City requesting that a pedestrian crossing be included in to the project. There have been a number of sightings of pedestrians crossing this bridge without a safe access to cross. The attached resolution supports this request, and would be forwarded to the IaDOT for consideration in their design and future construction schedule.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 286-2024

**RESOLUTION OF SUPPORT FOR THE ADDITION OF A PEDESTRIAN CROSSING
INCORPORATED INTO THE FUTURE MAINTENANCE OF THE WAPELLO
STREET BRIDGE**

WHEREAS, officials from the Iowa Department of Transportation (IDOT) have met with city staff to discuss future maintenance related to the Wapello Street bridge; and

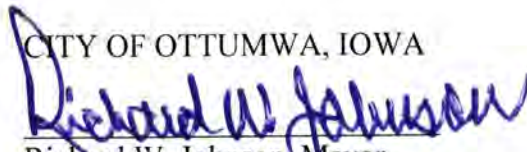
WHEREAS, city officials have expressed concern related to the safety of pedestrian traffic using the Wapello Street bridge without a dedicated pedestrian crossing; and

WHEREAS, the Wapello County Trails Council submitted a letter to the city regarding public safety of pedestrians crossing the Wapello Street bridge and the addition of a pedestrian crossing would provide a safer environment for the public as well as the ability to connect with the trails system in Ottumwa and would therefore like to see the addition of a pedestrian crossing related to the future Iowa Department of Transportation project.


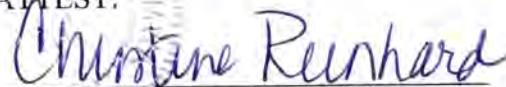
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the City of Ottumwa declares its support of the attached letter from the Wapello County Trails Council regarding the addition of a pedestrian crossing incorporated into the future maintenance of the Wapello Street Bridge.

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.

APPROVED, PASSED AND ADOPTED, this 17th day of December, 2024.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



December 9, 2024

Wapello County Trails Council
PO Box 121
Ottumwa, IA 52501

Dear Ottumwa City Council,

City engineer, Phillip Burgmeier, notified the trails council that the Iowa Department of Transportation is going to redeck the Wapello Street Bridge in 2028. The District 5 engineer mentioned to Burgmeier that there may be enough capacity to add a trail down one side.

This option was presented to the trails council at their November 26 meeting. The council discussed this trail concept and passed a unanimous motion in support of adding a trail to the bridge if possible. The council hopes the trail would be located on the east side of the bridge and that the bridge trail would be connected to existing sidewalks/trails on the north and south ends.

Several trail members have witnessed pedestrians walking across this bridge, either along the edge or in the median between lanes of traffic. All present at the meeting expressed concerns about pedestrian and bicycle safety. Connecting the bridge trail to existing trails/sidewalks will create a safe crossing for trail users.

The trails council appreciates the opportunity to weigh in on issues involving trail development and expansion in Ottumwa and Wapello County. Thank you for seeking our input and we hope that this potential trail becomes a reality.

Sincerely,

Kim Hellige, president

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 18, 2024

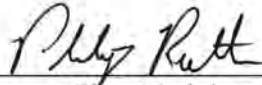
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

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

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.

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 18th 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. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

A handwritten signature in black ink that reads "Kevin Kloehn".

Kevin Kloehn
Public Safety Specialist

A handwritten signature in black ink that reads "Jeffrey R. Roemer".

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 I. 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
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
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
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
125 Depot Street
Johnson Creek, WI 53038
920-699-2296



CITY OF
OTTUMWA

Citizen Input Request Form

12-17-24

Council Meeting Date

Name: KATIE HOWARD

Address: 1111 HAMILTON ST

Item No. to Address: PUBLIC COMMENT
(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:

POLICY ISSUE RE.
BRIDGE VIEW CENTER

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.



Katie <k9howard23@gmail.com>

Ottumwa's "No Weapons" policy at the Bridge View Center is a clear violation of Iowa Code 724.28; legislative and legal history of the statute

rogers@iowafc.org <rogers@iowafc.org>

Sat, Dec 7, 2024 at 6:30 PM

To: cavinessk@ottumwa.us

Cc: mayor@ottumwa.us

Keith Caviness

Ottumwa City Councilman

Dear Keith:

I hope this finds you well and that you and Trudy are set to enjoy a great Christmas season!

I'm writing because it has been brought to my attention that Ottumwa's Bridge View Center maintains a "No Weapons" policy and that this subject has already been broached with you. As a Board Member and volunteer lobbyist for Iowa Firearms Coalition, I am frequently asked to intervene in such situations. Since I know you and do not know any of the other Council Members or your Mayor, I thought I would contact you first.

Since April 5, 1990, political subdivisions of the State of Iowa have been prohibited by Iowa Code 724.28 from enacting an ordinance regulating firearms in conflict with state law. The Iowa General Assembly has broadened and strengthened that statute by amendment in 2017, 2020, and 2021. It now applies not only to ordinances, but to any "measure, enactment, rule, resolution, motion, or policy regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons." Since 2017, "any person adversely affected" by such a policy has standing to sue for declaratory and injunctive relief and all damages attributable to the violation. The court will award the prevailing party attorney fees and court costs. This year, the legislature added a schedule of damages to be awarded. That provision becomes effective on January 1, 2025.

In consideration of the above facts, I would urge the City of Ottumwa to immediately act to repeal the relevant line of the security policy (pasted below for reference) for Bridge View Center and to remove any signage referring to said policy.

Current published policy:

For the safety and security of our guests, employees, and performers, the following items have been prohibited by management and are not allowed in our venue at any time. If guests are in possession of a prohibited item, they may be asked to surrender the item or return it to a vehicle. In the event guests choose to leave the facility, refunds will not be given.

These items include, but are not limited to:

- **Weapons of any kind including handcuffs, utility knives, mace, and personal security pepper spray**

By the way, you should also be aware that IC 724.28 similarly prohibits any city, county, or township from maintaining any employment policy that restricts the carrying, possession, transportation, etc. of any weapon when such is lawful under the laws of Iowa. I don't know that the City has any such policies, but I suggest it would be worth checking. In viewing the City's website, I didn't find any other policy or ordinance that appears to violate IC 724.28.

Here is the statute as presently published on the legislative website:

Preemption of Weapons Regulation to the State: Iowa Code 724.28

724.28 Prohibition of regulation by political subdivisions — exception.

1. As used in this section, "political subdivision of the state" means a city, county, or township.
2. A political subdivision of the state shall not enact an ordinance, motion, resolution, policy, or amendment regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of this state. An ordinance regulating firearms, firearms attachments, or other weapons in violation of this section existing on or after April 5, 1990, is void.
3. If a political subdivision of the state, prior to, on, or after July 1, 2020, adopts, makes, enacts, or amends any ordinance, measure, enactment, rule, resolution, motion, or policy regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons is otherwise lawful under the laws of this state, a person adversely affected by the ordinance, measure, enactment, rule, resolution, motion, or policy may file suit in the appropriate court for declaratory and injunctive relief and all damages attributable to the violation. A court shall also award the prevailing party in any such lawsuit reasonable attorney fees and court costs.
4. A political subdivision of the state may restrict the carrying, possession, or transportation of firearms or other dangerous weapons in the buildings or physical structures located on property under the political subdivision's control if adequate arrangements are made by the political subdivision to screen persons for firearms or other dangerous weapons and the political subdivision provides armed security personnel inside the building or physical structure where the restriction is to be in effect.
5. A political subdivision of the state shall not enact an ordinance, motion, resolution, policy, or amendment regulating the storage of weapons or ammunition. An ordinance, motion, resolution, policy, or amendment regulating the storage of weapons or ammunition existing on or after July 1, 2020, is void. This subsection shall not be construed to preclude a political subdivision from regulating the storage of explosive materials consistent with chapter 101A.

90 Acts, ch 1147, §9; 2017 Acts, ch 69, §32; 2020 Acts, ch 1099, §3, 4; 2021 Acts, ch 35, §21

NOTE: Iowa Code 724.28 was amended in 2024 to add a schedule of damages to be awarded by a court in a lawsuit brought under Section 3 of the statute. (This amendment is not yet viewable in the Code of Iowa on the Iowa Legislature's website, but will become effective on Jan. 1, 2025.) [Here is the relevant language of HF2556:](#)

Section 1. Section 724.28, subsection 3, Code 2024, is amended to read as follows:

3. If a political subdivision of the state, prior to, on, or after July 1, 2020, adopts, makes, enacts, or amends any ordinance, measure, enactment, rule, resolution, motion, or policy regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, modification, registration, or licensing of firearms, firearms attachments, or other weapons is otherwise lawful under the laws of this state, a person adversely affected by the ordinance, measure, enactment, rule, resolution, motion, or policy may file suit in the appropriate court for declaratory and injunctive relief and all damages attributable to the violation, including all of the following:

a. A court shall assess against the political subdivision of the state damages in the amount of not more than five hundred dollars and not less than one hundred dollars per day after providing written notice to the political subdivision of the state of the violation, not to exceed five thousand dollars. A However, if the political subdivision of the state knowingly participated in such a violation, damages shall be assessed against the political subdivision of the state in the amount of not more than two thousand five hundred dollars and not less than one thousand dollars per day after providing written notice to the political subdivision of the state of the violation, not to exceed twenty-five thousand dollars. These damages shall be paid by the political subdivision of the state directly to the adversely affected person.

b. The court shall also award the prevailing party in any such lawsuit reasonable attorney fees and court costs.

c. The court, for good cause, may assess damages in excess of the amounts set forth in paragraph "a" against the political subdivision of the state found to be in violation of this subsection.

Sec. 2. EFFECTIVE DATE. This Act takes effect January 1, 2025.

On June 30, 2021, District Court Judge Joel D. Yates dismissed a suit filed by Monroe County against Iowa Firearms Coalition and one of our members. That person was a resident of Monroe County who had brought the county's violation of IC 724.28 at the courthouse to the attention of the county supervisors. Quite oddly, Monroe County then brought suit against him and our organization. The judge ordered the county to pay attorney fees and court costs and ordered that the county was enjoined from enforcing any policy or practice contrary to IC 724.28, including the posting of signage appearing to communicate such a policy. (See excerpt below and Judge Yate's order, attached.)

IT IS FURTHER ORDERED that the Motion for Partial Summary Judgment filed by

J.D. Thompson and the Iowa Firearms Coalition, Inc. is hereby GRANTED. Monroe County and its officers, employees, and third parties under its control, are enjoined from enforcing any policy, practice, ordinance, or resolution contrary to Iowa Code § 724.28, including the posting of signage appearing to communicate such a policy.

Case Number Case Title

CVEQ009563 MONROE COUNTY IOWA VS JD THOMPSON & IOWA
FIREARMS

So ordered



Joel D. Yates, District Court Judge
Eighth Judicial District of Iowa

2021-06-30

Keith, please do not believe that I am threatening a lawsuit. Far from it. I merely wish to make you fully aware of the nature and background of this statute. The legislature has made it abundantly clear in recent years that the field of weapons regulation is fully preempted by the state, other than for the actual use of weapons, which may be regulated at the local level.

Warmest regards'

Richard S. Rogers

Board Member, Iowa Firearms Coalition

515 778-7488 (m)

rogers@iowafc.org



30-Ruling-on-Pending-Motions-Motions-for-Summary-Judgment.pdf

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